



**REBYC**

Reduction of Environmental Impact from Tropical Shrimp Trawling, through the introduction of By-catch Reduction Technologies and Change of Management  
(EP/GLO/201/GEF)

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**FOURTH SUB REGIONAL SESSION ON MONITORING,  
CONTROL AND SURVEILLANCE OF FISHERIES  
ACTIVITIES IN THE SOUTHERN PART OF  
THE GULF OF GUINEA**

Douala, 19 - 20 December, 2007

**MINUTES OF THE MEETING**

**INTRODUCTION**

1. The Initiative held its fourth session in the Conference Hall of the Maritime Fisheries Development Fund (CDPM) in Douala, Cameroon on the 19th and 20th of December, 2007.
2. Participants were Delegates from Republic of Benin, Equatorial Guinea, Gabon, Nigeria, Togo and Cameroon. These were joined by officials of the Ministry of Livestock, Fisheries and Animal Industries of Cameroon, as well as researchers from the Halieutic and Oceanographic Research Station in Limbe, Cameroon. Delegates from Sao Tomé and Principe were unavoidably absent in Douala.

**THE OPENING CEREMONY**

3. The opening ceremony was chaired by the Permanent Secretary at the Governor of the Littoral's Office, acting as personal Representative of the Minister of Livestock, Fisheries and Animal Industries. Three speeches were pronounced during the ceremony.
4. The National Coordinator of the Project in Cameroon, Dr NJIFONJOU Oumarou in his welcome address seized the opportunity to make the genesis of this

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Initiative which, from inception, only brought together Nigeria and Cameroon, before being progressively extended to the other countries of the Sub-region.

5. In her address, Mrs. ATANGA Félicitas, representing the FAO Representative in Cameroon, first welcomed all participants. She further invited all Delegates of the member countries represented to sensitize their respective governments on the necessity and importance of implementing the Cooperation Agreement on the Harmonization of Interventions that was to be discussed during the session.
6. Mr. Nguélé Nguélé Felix, Permanent Secretary of the Littoral Province in his opening speech reminded to participants the main problems that undermine the fishery sector as well as the problems raised by the pair-trawling system of fishing in general. He assured participants on the commitment of the Cameroon Government to adopt by-catch reduction devices (TEDs and BRDs) in shrimp fishery, and to implement the Convention on the Cooperation on Monitoring, Control and Surveillance of fishing activities, that was under discussion during the present session.

### **TECHNICAL SESSION**

7. The draft agenda with four items was presented to participants for amendment. The Delegate from Togo proposed that two supplementary items be introduced on the agenda, namely: 1- The election of the Chairperson of the Session and 2- Miscellaneous.
8. Dr NDI, Coordinator of the Animal Productions Programme at the Institute of Agronomic Research for Development (IRAD) was elected as Chairman of the Session.
9. In this capacity, Dr NDI, Chairman of the Session, took the floor, inviting participants to introduce themselves to the session. Each Delegation was then invited to present their respective reports.

### **REPORTS BY MEMBER COUNTRIES**

#### **10. REPUBLIC OF BENIN**

The report presented by the Delegate of the Rep. of Benin reveals that the country has a coastline of 120 Km and has about ten fishing boats duly registered. The MCS System does not exist in this country. However, they have acquired surveillance radars coupled to the IDS system which was installed last September but is still to be operational. A project to set up the PAPDA is underway, and this would cover four sites along the coastlines;

Fisheries Surveillance activities are carried out by Vigilante groups made of fishermen trained for that purpose. Presently, only the Vigilante group based in Cotonou is operational.

As for the ARGOS system, contacts were made with the CLS in Toulouse and a budget was voted for training, the installation of a surveillance station in Cotonou and for the supply of twelve tracking systems. In that respect, a restitution workshop was organised with small scale fishermen and vessel

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owners of the industrial fishing sector in relation to the setting up of that system.

### **11. CAMEROON**

Cameroon has adopted the ARGOS satellite Surveillance System. Today, 70 tracking systems are installed on vessels used in industrial fishing activities and vessels are monitored on a regular basis. Results obtained are positive and a number of shipping companies whose vessels violated the limit of 3 nautical miles forbidden to trawling activities received a warning. The issuance of a fishing licence is henceforth subjected to the payment and installation of a tracking system. The VMS system continues to be installed;

The country is on a process of acquiring a light surveillance boat in order to reinforce the ARGOS system;

Radars acquired to support the ARGOS system will be installed during the year 2008;

Within the COREP project, a framework agreement was signed with the FAO to support the MCS.

### **12. GABON**

Since the last meeting, no major development was recorded regarding the use of the tracking systems and control activities carried out by light boats;

A workshop on the use of the TEDs and the BRDs was organized last September and was welcomed by ship owners;

In 2008, a project on the construction of a radar station and the acquisition of surveillance light boats will enable the country extend its Surveillance system;

The National Assembly of Gabon has granted important credits for the purchase of a surveillance aircraft for MCS activities.

### **13. EQUATORIAL GUINEA**

The fishing system is not yet very developed. No national owns any fleet. Licenses granted to foreigners (Spanish, Gabonese, Cameroonians) are mainly for shrimp fishing;

In 2004, within the framework of the MCS, a law regulating the fishing activities in the ZEE (314 000 sq Km) and along the coastlines (600 km) was passed and a national plan of surveillance of the fisheries activities was adopted;

With the support from the American government, Marine officers were trained on the control of fisheries activities. The country has acquired light boats that are assisted by helicopters. In November 2007, they boarded some Nigerian vessels which were fishing in a zone forbidden from trawling activities;

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With regard the artisanal fishing, landing points were defined in a bid to control the movements of catches and people;

The Argos system will be installed next year 2008.

### **14. NIGERIA**

Since the last meeting, Nigeria has organized pre - inspections on the TEDs and BRDs in order to prepare for the arrival of American inspectors. New inspections were carried out between the 12th and 14th September, 2007 and produced good results. The quarterly meetings with the actors of the fishery sector continue.

Thanks to the setting up of the BRDs and TEDs devices, the certification for shrimp exports to the United States is expected for the beginning of the year 2008;

As for the satellite surveillance system, Nigeria recalls that it was decided during the meeting in Lagos that all member countries would use the VMS from ARGOS. However, during a workshop on the satellite surveillance, an expert declared that the VMS was solely efficient in a fleet with a small number of boats and was not appropriate for Nigeria that has a fleet of about three hundred and fifty vessels. They wish to have more light on this concern.

### **15. TOGO**

Industrial fishing in Togo is nearly inexistent and is reduced to around four vessels a year;

Artisanal fishing is carried out by 407 log canoes recorded in 2007;

A framework survey is carried out once a year and statistical data are collected and processed according to the ARTFISH system;

The MCS is enshrined in a law of 1998. Due to the lack of funds, surveillance of the fishing activities is devoted to the national marine. With support from the French cooperation, radar has been installed in the Autonomous Port of Lomé in order to monitor the fisheries activities.

## **OBSERVATIONS AND DISCUSSIONS ON THE REPORTS PRESENTED BY MEMBER COUNTRIES**

16. Reports presented by the different member countries gave rise to questioning and discussions from participants especially about the concerns raised by Nigeria and Benin as for the efficiency of the ARGOS system.

17. The member countries that are already using the system, namely Gabon and Cameroon reassured the delegates of the Republic of Benin and Nigeria on the efficiency of that system. Both countries explained that the VMS system was efficiently used with great success in the commercial fleets of some Asian countries with a considerable number of boats as well as in the artisanal fishing fleets in Senegal.

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18. However, the VMS system must be coupled with radars installed along the coastlines, and this has been efficient in detecting those boats that fraudulently enter the fishing zones of the countries. A recommendation was made, inviting Nigeria to make a direct contact with officials of the CLS in Toulouse for more detailed information.
19. Participants expressed their worries about the poor level of exchange of information on the activities of the fishing vessels. The problem of some fishing vessels especially those from Nigeria that are granted fishing licenses to fish in member countries of the sub- region (Rep. of Benin, Cameroon, etc) but actually land their catches solely in Nigeria was largely debated by the participants. It was acknowledged that with the next adoption of the Convention on the Cooperation about the MCS under discussion, such a problem will be easily solved with the involvement of the different member countries. Nevertheless, it was recommended to improve the flow of information on fishing activities at sub regional level.

### **PRESENTATION OF A SURVEY CARRIED OUT BY CAMEROON**

20. Cameroon presented a survey entitled: "Economic and Financial performances of the Cameroon Industrial Fleets in 2006" carried out by Oumarou NJIFONJOU and MEKE SOUNG Pierre Nolasque, respectively Coordinator and Assistant-Coordinator of the GEF Project in Cameroon.
21. Participants made some observations in relation to this presentation. They raised their concerns about some results showing that although the industrial fishing in Cameroon revealed a deficit, ship owners continue to apply for fishing licenses and carry out their fishing activities. They also wondered about the basis from which the period of biologic rest period was set between January and March.\
22. Answering the questions from the participants, the authors proposed two orientations. First, the authors' point of view was that such a situation could be explained by the fact that operators invest in this activity without previous serious studies, and therefore enter into a permanent indebtedness cycle. Second reason that it still to be seriously investigated is the fact that actual catches seem not to be fully declared. If vessels owners persist in investing in these activities, it simply means they make benefits but declare wrong quantities of their catches. As for the choice of the biologic rest period from January to March, the authors say they have chosen this period because it corresponds to the period of reproduction of shrimps.
23. Suggestions were made to these authors to continue digging such questions.

### **PRESENTATION OF THE DRAFT CONVENTION BY THE FAO EXPERT**

24. Mr Blaise Kunlangam, the FAO expert first presented the brochure on "*The Second Global Fisheries Enforcement Training Workshop; 7th to 11th August 2008, Norway*". He gave assurance to participants on the availability of funds to support those

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country representatives that are willing to take part in this training workshop. Participants were therefore invited to submit their applications.

25. Mr Blaise Kunlangam then presented the first draft document entitled "*Elements for a treaty on Cooperation in Fisheries Monitoring, Control and Surveillance in the Gulf of Guinea*". He first presented the approach used and a general overview of the first draft and concluded his presentation with observations and problems to be tackled, namely:
  - The confirmation of this Initiative that must take into account the existing sub regional institutions such as COPACE, COREP, Central West Gulf of Guinea Committee etc. to which member countries are obliged to make contributions;
  - The support that every government is expected to make towards the Initiative;
  - The technical assistance to be provided by the FAO etc.
26. After this presentation, Dr NJIFONJOU Oumarou, a Delegate from Cameroon, presented the minutes of the 3rd session held in Lagos in June 2007 in a bid to refresh the memories of the participants on what the project had achieved since it was launched.

### OBSERVATIONS MADE ON THE PRESENTATION

27. The Delegate from Equatorial Guinea requested that both versions of the Draft Convention be translated in French and in Spanish by the FAO before the next session.
28. The Delegate from Nigeria insisted on the fact that only countries south of the Gulf of Guinea sub region were involved in this Initiative, in contradiction with a provision in the draft Convention mentioning overlapping fish stocks that do not exist in this area.
29. Delegates from the Rep. of Benin and Togo requested that the document be translated into French and forwarded to them through their respective ministries of Foreign Affairs for possible constructive contributions. They also proposed that the Expert from the FAO should tour all countries involved in order to explain the importance of this convention to their different ministers.
30. The Delegates from Gabon proposed that the translation of the convention documents be done before the next meeting to be held in Libreville.
31. The Delegates from Cameroon proposed that one version be chosen and amendments be made by all participants on that version before it could be sent for signature. Furthermore, they invited each member country to use their internal structures to make some amendments on the document at national level. They also proposed that the Convention be extended to all countries of the Gulf of Guinea (East, West, and Centre).
32. Togo proposed that the Convention takes into account arrangements of national legislations and that technicians and jurists of every member country be represented at the meeting of Libreville.

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### **RECOMMENDATIONS OF THE MEETING**

33. Nigeria was invited to make direct contact with officials of the CLS in Toulouse for more detailed information in relation to the effectiveness of the Argos system for large capacity fleets.
34. All member countries were called upon to improve the flow of exchange of information on the fishing activities at sub regional level.
35. Participants recommended that the document of the Convention be translated in French and, if possible, in Spanish by the FAO and copies sent to member countries in a reasonable time limit before the next meeting in order to enable member countries better understand the document and fully involve in the process.
36. The Expert from the FAO was invited to produce, long before the meeting of Libreville, a single version of the draft Convention that should take into account the different concerns raised by each member country.

### **MICELLANEAOUS**

37. As for the Permanent Secretariat of the Initiative, a permanent body that would continue activities at the end of the project, Delegates launched the reflection on its funding after June 2008. In this regard, a number of hypotheses were examined by delegates of member countries and by the Expert from the FAO who promised to provide specific elements on that matter in the next meeting.
38. In relation to the amendments to be included in the draft Convention, the FAO Expert indicated that these will be taken into account and that some subsidiary arrangements could be inserted.
39. The Chairman of the session and the Cameroon National Coordinator thanked the delegates from member countries for their brilliant participation and involvement in the ending 4th meeting. They wished the Delegates a safe return in their respective countries.

### **DATE AND PLACE OF THE NEXT SESSION**

40. Gabon will host the 5th meeting of the session that is scheduled in Libreville in March 2008.

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### List of Participants

Country	Name	Adresses
Benin	Madame Hounkpe Catherine Kossiba	Direction des pêches, Cotonou <a href="mailto:c_hounwanou@yahoo.fr">c_hounwanou@yahoo.fr</a> TeL. : +229 90 01 61 02
	Mme Amélie Gbaguidi, né Aziablé	Centre de Recherches Halieutiques de Cotonou <a href="mailto:Aziable2002@yahoo.fr">Aziable2002@yahoo.fr</a> TéL. : +229 90 91 26 91
Gabon	Doumambila Jean de Dieu	Direction Générale des pêches, BP 9498 Libreville <a href="mailto:doumambila@yahoo.fr">doumambila@yahoo.fr</a>
	Akoma Poaty, Noel	Direction Générale des pêches, BP 9498 Libreville <a href="mailto:thierryno2@yahoo.fr">thierryno2@yahoo.fr</a>
Togo	Mr Maxoé Kossi Sedro	Division des pêches et aquaculture Lome,Togo <a href="mailto:ksedzro69@hotmail.com">ksedzro69@hotmail.com</a> <a href="mailto:peche@laposte.tg">peche@laposte.tg</a>
	Mr. Ahoedo Kossi	Division des pêches et aquaculture Lome,Togo <a href="mailto:kahoedo@yahoo.fr">kahoedo@yahoo.fr</a>
Equatorial Guinea	Damaso Mba Nsuga	Direccion General de Recursos Pesqueros Malabo Mobile: +240 25 03 54 Fax: + 240 09 33 13 <a href="mailto:damabansuga@yahoo.es">damabansuga@yahoo.es</a>
	James Ogbonna	Federal Department of Fisheries (MCS) TeL.: +234 80 65 77 53 22 <a href="mailto:jamesogbonna@yahoo.com">jamesogbonna@yahoo.com</a>
Nigeria	Dr BOLUWAJI Solarin	Nigeria Institute of Oceanographic and marine Research (NIOMR) TeL.: +234 80 34 66 91 12 <a href="mailto:bolusolarin@yahoo.com">bolusolarin@yahoo.com</a>
	Mr.Evaristus Edet	Federal Department of Fisheries (MCS) TeL.: +234 80 38 63 27 32 + 234 80 26 45 64 17 <a href="mailto:meslagos@yahoo.com">meslagos@yahoo.com</a>
Sao Tome & Principe	Mrs. Virginia Godinho	Ministry of Fisheries, Sao Tome phone + 239 90 76 55 <a href="mailto:virginiacarvalho999@yahoo.com.bz">virginiacarvalho999@yahoo.com.bz</a> <a href="mailto:virginiacarvalho999@yahoo.com.br">virginiacarvalho999@yahoo.com.br</a> <a href="mailto:virginiacarvalho998@hotmail.com">virginiacarvalho998@hotmail.com</a>
FAO	Mr. Blaise Kuemlangan	Legal officer FAO ROME TeL.: +39 06 57 05 40 80 <a href="mailto:Blaise.Kuemlangan@fao.org">Blaise.Kuemlangan@fao.org</a>

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	Felicitas Bih Chi Atanga	FOREP Yaounde TéL.: +237 77 65 18 35 <a href="mailto:FAO-CMR@fao.org">FAO-CMR@fao.org</a>
	Njifonjou Oumarou	Cameroon National Coordinator Centre de Recherches Océanographiques et Halieutiques/ IRAD Limbé <a href="mailto:njifonjo@caramail.com">njifonjo@caramail.com</a> TéL. +237 77 61 91 49
	Meke Soung Pierre Nolasque	Assistant National Coordinator Direction des pêches et de l'Aquaculture/MINEPIA <a href="mailto:PierreMeke@yahoo.com">PierreMeke@yahoo.com</a> TéL. + 237 99 93 25 53
	Baba Malloum Ousman	Direction des pêches et de l'Aquaculture/MINEPIA <a href="mailto:bmalloum@yahoo.fr">bmalloum@yahoo.fr</a> Tel. : +237 22 31 60 49 +237 99 97 34 08
Cameroon	BILLE Isaac	MIDEPECAM/MINEPIA Tel. : +237 99 50 03 38 +237 33 42 40 33
	NDI Christopher	IRAD/MINRESI <a href="mailto:c_ndi@yahoo.com">c_ndi@yahoo.com</a> Tel. : +237 77 04 15 49
	SANZHIE BOKALLY Raymond	Caisse de Développement de la Pêche Maritime (CDPM) Tel. : +237 77 70 04 83 +237 33 42 40 64
	NGOANDE Salvador	Direction des pêches et de l'Aquaculture/MINEPIA <a href="mailto:sango_cam@yahoo.fr">sango_cam@yahoo.fr</a> Tel. : +237 99 99 04 72
	MIMBANG Guy René	CSPPIAPA Littoral Douala <a href="mailto:gimbang@yahoo.com">gimbang@yahoo.com</a> Tel. : +237 96 59 05 84
	CHIAMBENG George Yongbi	Centre de Recherches Océanographiques et Halieutiques/ IRAD Limbé <a href="mailto:chiambeng@yahoo.com">chiambeng@yahoo.com</a> Tel. : +237 77 23 33 21
	MOUNCHIKPOU André	DESC/MINEPIA <a href="mailto:mouchikpou@yahoo.fr">mouchikpou@yahoo.fr</a> Tel. : +237 75 58 25 48

# AGREEMENT FOR COOPERATION IN FISHERIES MONITORING CONTROL AND SURVEILLANCE IN THE GULF OF GUINEA

## THE PARTIES TO THIS AGREEMENT:

**RECALLING** the relevant provisions of the United Nations Convention on the Law of the Sea of 10 December 1982 including the provisions relating to sovereign rights of coastal states for exploring and exploiting, conserving and managing the fisheries resources of their exclusive economic zones and the duty to cooperate for the conservation and management of living marine resources;

**SEEKING** to act, *mutatis mutandis*, in accordance with the *Agreement to Promote Compliance with International Conservation and Management by Fishing Vessels on the High Seas of November 1993* and the *Agreement for the Implementation of the Provisions of the United Nations Convention on the Law of the Sea of 10 December 1982 Relating to Conservation and Management of Straddling Fish Stocks and Highly Migratory Fish Stocks of 4 December 1995*;

**COMMITTING** themselves to responsible fisheries and to this end implement the *Code of Conduct for Responsible Fisheries* for the effective conservation, management and development of living aquatic resources;

**CONSCIOUS** of the need to avoid adverse impacts on the marine environment, preserve biodiversity, maintain the integrity of marine ecosystems and minimize the risk of long-term or irreversible effects of fishing operations,

**DESIRING** to adhere to the principles of the International Plan of Action to Prevent, Deter and Eliminate Illegal, Unreported and Unregulated Fishing, the Model Scheme on Port State Measures to Combat Illegal, Unreported and Unregulated Fishing and other internationally agreed standards and guidelines for combating such fishing;

**CONVINCED** that an agreement on cooperation in fisheries monitoring, control and surveillance for the coastal States of the Gulf of Guinea would best serve these purposes,

**AFFIRMING**

**HAVE AGREED AS FOLLOWS:**

### **Article I Definition**

In this Agreement:

- a) "Code" means the Code of Conduct for Responsible Fisheries;

- b) "Compliance Agreement" means the Agreement to Promote Compliance with International Conservation and Management by Fishing Vessels on the High Seas of November 1993;
- c) "conservation and management measures" means measures to conserve and manage one or more species of living marine resources that are adopted and applied consistent with the relevant rules of international law as reflected in the Convention, the Fish Stocks Agreement and Compliance Agreement or in accordance with the laws of the Parties;
- d) "Convention" means the United Nations Convention on the Law of the Sea of 10 December 1982;
- e) "FAO" means the Food and Agriculture Organization of the United Nations;
- f) "Fish Stocks Agreement" means the Agreement to Implement Certain Provisions of the United Nations Convention on the Law of the Sea Relating to Conservation and Management of Straddling Fish Stocks and Highly Migratory Fish Stocks of 4 December 1995;
- g) "fishing" means:
  - (i) the actual or attempted searching for, catching, taking or harvesting fish;
  - (ii) engaging in any activity which can reasonably be expected to result in the locating, catching, taking or harvesting of fish.
- h) "fishing related activities" means any operation in support of, or in preparation for, fishing, including the processing, transshipment or transport of fish that have not been previously landed and offloaded at a port, as well as the provision of personnel, fuel, gear and other supplies at sea;
- i) "fishing vessel" means any boat, ship or other craft which is used for, equipped to be used for, or of a type normally used for fishing;
- j) "foreign fishing agreement" means an agreement or arrangement authorizing or permitting foreign fishing vessels to fish in the exclusive economic zone or fisheries zone of any Party;
- k) "foreign fishing vessel" in relation to a Party means a fishing vessel which is not registered by that Party;
- l) "IPOA-IUU" means International Plan of Action to Prevent, Deter and Eliminate Illegal, Unreported and Unregulated Fishing endorsed at the by the FAO Council on 23 June 2001;
- m) "IUU fishing" means illegal, unreported and unregulated fishing as defined in the IPOA-IUU;

- n) "MCS" means monitoring control and surveillance;
- o) "Model Scheme" means the FAO Model Scheme on Port State Measures to Prevent Deter and Eliminate Illegal Unreported and Unregulated Fishing;

## **Article II Objective**

The objective of this Agreement is to ensure the long-term conservation and sustainable use of living aquatic resources through responsible fisheries and cooperation for effective fisheries monitoring, control and surveillance.

## **Article III Relationship with other Treaties and Application**

1. Nothing in this Agreement shall prejudice the rights and duties of Parties under international law, including but not limited to the Convention and other international instruments. In particular, the rights and obligations under this Agreement shall apply as between the Parties in addition to any right or obligation concerning a similar matter applicable to a Party under any other Agreement.
2. This Agreement shall be interpreted and applied in the context of and in a manner consistent with the Convention and other international instruments.
3. The Parties may through a subsidiary agreement, protocol or arrangement expand upon the rights and obligations under this Agreement;

## **Article IV General cooperation**

1. The Parties shall cooperate in fisheries monitoring, control and surveillance and ensuring compliance with their fisheries laws and regulations in accordance with this Agreement and may agree on standards, plans, programmes, strategies and procedures and forms of assistance and resources for that purpose.
2. The Parties shall cooperate and undertake consultations for such purposes in good faith and without delay. Pending agreement on the matters requiring cooperation under this Agreement, the Parties shall act in good faith and with due regard to the rights, interests and duties of other Parties.
3. The Parties shall promote transparency in the implementation of this Agreement including giving timely access by intergovernmental and non governmental organization to pertinent information subject to such rules and procedures the parties might adopt.
4. The Parties shall in the implementation of this Agreement cooperate, as appropriate with FAO and other specialized agencies and bodies of the United Nations on matters of mutual interest.
5. The Parties shall make suitable arrangements for consultation, cooperation and collaboration with relevant inter-governmental organizations including regional

fisheries management organizations and other fishery bodies and may enter into relationship agreements for such purposes.

6. The Parties shall ensure the full cooperation of their relevant national agencies and industries in implementing the recommendations and decisions of the Parties in the implementation of this Agreement.
7. The Parties shall give due publicity to any agreement, protocol, arrangement or decision taken in accordance with this Agreement.

## **Article V Cooperation in the development and implementation of harmonized laws and minimum terms and conditions of fishing**

1. The Parties shall cooperate in the development and implementation of harmonized minimum terms and conditions of fishing access to their exclusive economic zones or fisheries zones.
2. The Parties shall:
  - a) ensure that no vessel shall be licensed for fishing or related fishing activities unless the vessel has good standing on the regional record of fishing vessels if such record is established in accordance with Article V;
  - b) ensure that their fishing vessels, foreign fishing vessels licensed to fish under foreign fishing agreements or vessels authorized to undertake fishing related activities are, as a minimum, required to provide reports such as vessel position reports in accordance with agreed standard forms of reporting or as set out in the harmonized minimum terms and conditions of fishing access from time to time;
  - c) ensure that their fishing vessels and foreign fishing vessels licensed to fish under foreign fishing agreements are required to be marked in accordance with agreed standards so that the vessels are readily identifiable from the sea and the air;
  - d) as far as possible, ensure that their vessels authorized to fish or undertake fishing related activities in the exclusive economic zone or fisheries zones of another Party comply with the terms of any such authorization and applicable laws;
  - e) as far as possible, ensure that foreign fishing agreements with other States require the flag State to take responsibility for the compliance by its vessels with the terms of any such agreement and applicable laws;
  - f) as far as possible, ensure that foreign fishing arrangements with a foreign party, including a fishing entity or fishing association, require the foreign party to take responsibility for the compliance by its vessels with the terms of any such arrangement and applicable laws.
3. The Parties shall cooperate, as appropriate, in the development and implementation of harmonized and effective fisheries laws and regulations. The Parties shall, inter alia, ensure:

- a) that only vessels over which they can exercise effective control as flag states are entitled to their flags;
- b) that their fisheries laws and regulations require that their vessels can fish only under an authorization or right to fish and foreign fishing vessels can only be licensed to fish under a foreign fishing agreement or arrangement;
- c) any fishing or fishing related activity that is conducted in contravention of any conservation and management measure, condition of licence, right or other authorization or other requirement of the Parties' laws is an offence or a violation under their national laws;
- d) the establishment of appropriate arrangements to enable co-operation on hot pursuit of vessels that violate the laws of one State Party and enter the jurisdiction of another State Party;
- e) the landing or import of fish taken in contravention of a foreign law or international conservation and management measures is an offence or a violation under their national laws;
- f) the establishment of region-wide comparable levels of penalties imposed for illegal fishing; and,
- g) that penalties imposed for illegal fishing are adequate in severity so as to secure effective compliance, discourage violations and deprive offenders of the benefits accruing from their illegal activities.

#### **Article VI Cooperation in fisheries monitoring, control and surveillance**

1. The Parties shall cooperate in the development and implementation of MCS measures, standards, plans, programmes, strategies and procedures which may be agreed and stipulated in a subsidiary agreement, protocol or other arrangement under this Agreement. The subsidiary agreement, protocol or other arrangement made pursuant to this paragraph may provide, inter alia, for:
  - a) the establishment of a regional record of vessels for the purposes of according good standing to vessels entered in the record;
  - b) the establishment of vessel lists including list of vessels deemed or determined to have engaged in IUU fishing;
  - c) the application of vessel lists in cooperation with regional fisheries management organizations or arrangements;
  - d) the registration or keeping of records of vessels engaged or intended to engage in fishing or fishing related activities, fishers and authorizations to fish;
  - e) reporting requirements of vessels engaged in fishing or fishing related activities or fishers;
  - f) fishing gear specifications;
  - g) the marking and identification requirements of vessels engaged in fishing or fishing related activities and gear and other equipment;
  - h) boarding and inspections;
  - i) measures to be taken by the Parties in their ports to prevent, deter and eliminate IUU fishing;

- j) regulation of transshipment including prohibition of transshipment except in designated ports;
- k) fisheries observers and observer programmes;
- l) vessel monitoring systems and requirements for implementation;
- m) construction, design, equipment and manning standards for fishing vessels;
- n) qualification and training requirements for fisheries officers, inspectors and compliance and enforcement officers;
- o) the planning and implementation of any MCS operation including joint patrols and surveillance;
- p) the collection, storing, management and exchange of MCS and related information including evidentiary information; and,
- q) any other matter required to be stipulated in a subsidiary agreement, protocol or other arrangement under this Agreement.

2. Each Party shall designate a person as the MCS Focal Point who shall be the head or manager of the technical division, service, unit or section within their government administration or entity responsible for MCS. The MCS Focal Point and his office shall:

- a) be the chief coordinator in government for the technical and administrative functions, implementation actions or other initiatives taken under this Agreement or arising from any agreed MCS measures, standards, plans, programmes, strategies and procedures or any subsidiary protocol or other arrangement under this Agreement;
- b) make the official contact with and be the principal contact for the MCS Focal Points of the other Parties on all technical and administrative issues in relation to the matters set out in paragraph 1 (a).
- c) provide the Parties, through MCS Regional Coordinator, the name and contact information of the MCS Focal Point including telephone and facsimile numbers, email and related information and any changes to such information;
- d) provide the Parties, through MCS Regional Coordinator, the name and contact information of designated alternates or other persons who shall perform the functions of the MCS Focal point in his absence; and,
- e) serve as the principal point for transmitting and receiving information under this Agreement from the MCS Focal Points of the other Parties and the MCS Regional Coordinator.

2. Subject to paragraph 3, the MCS Focal Points shall, by consensus, appoint one of the MCS Focal Points to be the Regional MCS Coordinator. The MCS Regional Coordinator shall serve for a term of two years and shall be eligible for reappointment for a non consecutive term. The position and work of the Regional MCS Coordinator shall be funded and supported by the Party to which the MCS Focal Point belongs. The Regional MCS Coordinator shall:

- a) facilitate consultation, cooperation and implementation of this Agreement among the Parties at the regional level;
- b) receive and transmit or facilitate direct exchange of information between the Parties;

- c) coordinate regional action as agreed by meetings of MCS Focal Points convened in accordance with Article [IX]; and
- d) perform other functions as required under this Agreement.

3. The first MCS Regional Coordinator shall be the MCS Focal Point from the Party designated as the depository under Article [X].

### *Article VII Compliance and enforcement*

1. A Party may, by way of provisions in a subsidiary agreement, protocol or other arrangement cooperate in the area of ensuring compliance with international conservation and management measures and fisheries law enforcement. Such subsidiary agreement, protocol or other arrangement may relate, inter alia to:
  - a) extension of law surveillance and law enforcement activities of a Party into the territorial sea and exclusive economic zones of another Party;
  - b) joint or coordinated surveillance and law enforcement operations;
  - c) assistance in surveillance and law enforcement;
  - d) any related matter relating compliance and enforcement as may be agreed upon from time to time.
2. The subsidiary agreement, protocol or other arrangement made in accordance with paragraph 1 may inter alia, provide for:
  - a) the circumstances, conditions and method of stopping, inspecting, detaining, directing to port and seizure of vessels, provision of personnel and the use of vessels, aircraft or other items of equipment for fisheries surveillance and law enforcement purposes and the identification of such vessels and the laws that shall govern such operations;
  - b) making available to prosecuting or law enforcement authorities of other Parties evidence relating to alleged violations;
  - c) ensuring that investigations, judicial and administrative enforcement proceedings are carried out expeditiously and in a transparent manner;
  - d) authorization of officers of a Party to perform fisheries surveillance and law enforcement functions on board a vessel or aircraft of another Party and the manner of identification of such officers;
  - e) procedures for the extradition to a Party of persons charged with offences against the fisheries laws of another Party to a subsidiary agreement;
  - f) the manner of requesting another Party to enforce the fisheries laws of the requesting Party and the conditions for providing the assistance requested including cost recovery or other matters as the Parties agree in each case;
  - g) procedures whereby persons permitted to appear as advocates or expert witnesses in the courts of one Party are, for the purposes of judicial

- proceedings involving offences against fisheries laws, entitled to perform the same or substantially similar functions in the courts of another Party;
- h) education and training of judicial officers in fisheries; and,
  - i) procedures for the development and application of non-discriminatory market and trade measures consistent with their international obligations.

### **Article VIII Collection, analysis and exchange of information**

1. Each Party shall, to the extent permitted by its national laws and regulations, provide to the Regional MCS Coordinator for transmission to other Parties, or to another Party directly, information relevant to the purposes of this Agreement, including but not limited to information regarding:
  - a. fishing vessel licenses or other authorizations;
  - b. the location and movement of fishing vessels;
  - c. MCS including compliance and law enforcement activities; and,
  - b) matters referred to in Articles IV, V and VI and any other information relating to the measures, standards, plans, programmes, strategies and procedures as may be agreed from time to time.
2. The Parties shall cooperate to develop standard forms and procedures for collecting, analysing, reporting exchange of information provided under paragraph 1 of this Article and effective methods for communicating such information including the reporting of such information, as appropriate, to FAO, regional fisheries management organizations and regional fishery bodies.
3. The Parties shall transmit to the Regional MCS Coordinator for transmission to other Parties and, as appropriate, international organizations including FAO and non-governmental actions they have taken in the implementation of this Agreement.

### **Article IX Meetings**

1. The Depository, at the request of at least three or more Parties, shall convene a meeting of the parties to discuss any matter arising out of the application of this Agreement. The meeting shall be held at such time and place and the appropriate hierarchical or technical level as the Parties may agree, but shall be held not more than 90 days after the request is notified to the Depository.
2. Notwithstanding article IX.1, the Depository shall convene a meeting of the Parties in the second year after entry into force of this Agreement to discuss any matter arising out of the application of the Agreement.
3. There shall be an annual technical meeting of MCS focal points and such other meetings as may be required for the efficient exercise of their functions. The technical meeting of MCS focal points shall provide technical advice and recommendations, as appropriate, on the rights and obligations of the Parties and

ensure the implementation of this Agreement. The technical meeting of the MCS Focal points may, as agreed from time to time, refer any matter to a meeting of the Parties for policy advice, guidance or decision.

4. The first MCS Regional Coordinator shall convene the first annual meeting of the MCS focal points.
5. The technical meeting of MCS Focal points shall elect a chairman and a vice-chairman from among the Parties, who shall be of different nationalities. They shall be elected for a period of two years and shall be eligible for re-election for a non consecutive term. The chairman and vice-chairman shall remain in office until the election of their successors.
6. The principle of cost-effectiveness shall apply to the frequency, duration and scheduling and choice of venue for the technical meetings of the MCS Focal points.
7. The MCS focal point of each Party may be accompanied by other experts and advisers to any meeting of the MCS Focal Points.
8. The technical meeting of MCS Focal points shall make every effort to adopt its reports by consensus. If every effort to achieve consensus has failed, the report shall indicate the majority and minority views and may include the differing views of any MCS Focal point on all or any part of the report.
9. In the exercise of their functions, the technical Meeting of the MCS Focal Points may, where appropriate, consult any fisheries management, technical or scientific organization with competence in the subject matter of such consultation and may seek expert advice as required on an ad hoc basis.
10. Each Party shall bear the costs for travel, daily subsistence and participation by its MCS Focal Point, experts and advisors to any meeting of the MCS Points.
11. The technical meetings of the MCS focal points shall, in addition to the requirements of this Agreement, agree on its rules and procedures.

*Article X Principles and rules of meetings*

2. Unless otherwise provided in this Agreement –

- a) the principle of cost-effectiveness shall apply to the frequency, duration and scheduling and choice of venue for the meetings convened in accordance with this article;
- b) each Party shall, through appropriate channels, designate a representative to any meeting convened in accordance with this Agreement and shall ensure that the Depository or the MCS Regional Coordinator as the case may be, is notified of such designation. The designated representative of each Party may be accompanied by other experts and advisers to any such meeting;
- c) each meeting convened in accordance with this article shall elect a chairman

and a vice-chairman from among the representative of the Parties, who shall be of different nationalities;

- d) a meeting convened in accordance with this article shall make every effort to adopt its reports by consensus. If every effort to achieve consensus has failed, the report shall indicate the majority and minority views and may include the differing views of the representative of any Party on all or any part of the report;
- e) in order to ensure a successful meeting, the meeting may, where appropriate, consult any fisheries management, technical or scientific organization with competence in the subject matter of such consultation and may seek expert advice as required on an ad hoc basis;
- f) each Party shall bear the costs for travel, daily subsistence and participation by its representative, experts and advisors to any meeting convened in accordance with this article;
- g) any meeting convened under this article shall, in addition to the requirements of this Agreement, agree on its rules and procedures

## **Article XI Depositary**

The depositary for this Agreement shall be the Government of [country].

## **Article XII Amendments**

1. Any Party may propose to the depositary an amendment to this Agreement, which shall be considered by the Parties at a meeting arranged in accordance with article IX.1
2. The text of any amendments shall be adopted by unanimous decision of the Parties to the Agreement.
3. Any amendment to this Agreement which is adopted by the Parties shall enter into force upon the receipt by the depositary of the instruments of ratification, acceptance or approval by all of the Parties, or on such later date as may be specified in the amendment.
4. The depositary shall notify all of the Parties of the entry into force of an amendment.

### **Article XIII Final clauses**

1. This Agreement shall be open for signature by any coastal State of the Gulf of Guinea.
2. This Agreement is subject to ratification by any coastal State of the Gulf of Guinea. The instruments of ratification shall be deposited with the depositary.
3. This Agreement shall enter into force on the date of deposit of the fourth instrument of ratification.
4. This Agreement shall remain open for accession by any coastal state of the Gulf of Guinea. The instruments of accession shall be deposited with the depositary.
5. If all of the Parties agree, a State which is not a coastal state of the Gulf of Guinea may accede to this Agreement.
6. For a State which ratifies or accedes to the Agreement after the date of deposit of the fourth instrument of ratification, the Agreement shall enter into force on the date of deposit of its instrument of ratification or accession.

### ***Article XVI Certification and registration***

1. The original of the Agreement shall be deposited with the depositary, which shall transmit certified copies to all States eligible to become party to this Agreement.
2. The depositary shall register this Agreement in accordance with Article 102 of the Charter of the United Nations.

### ***Article XV Authentic texts***

The English and French texts of this Agreement are equally authentic.

IN WITNESS WHEREOF the undersigned, being duly authorized by their respective Governments, have signed this Agreement.

OPENED FOR SIGNATURE at [City], [country] on the [ ] day of [month], two thousand and eight.