

December 9th, 2005

Common Position concerning negotiations of the fisheries partnership agreements between the EU and Senegal, Mauritania and Guinea

We, the representatives of professional small-scale fisheries organisations in Senegal (*National Interprofessional Artisanal Fisheries Organisation – CONIPAS*), Mauritania (*National Fisheries Federation (FNP) – Artisanal Section*) and Guinea (*National Artisanal Fishermen's Union of Guinea – UNPAG*), have adopted the following common positions relating to the establishment of fisheries partnerships between the European Union and our countries:

Access to resources, fishing possibilities and duration

- Coastal demersal stocks that are already in a state of overexploitation, such as cephalopods and shrimps, must be reserved for national fisheries, notably the small-scale sector. A fisheries partnership agreement with the European Union must not allow European boats to have access to overexploited stocks, in any way whatsoever, including through the transfer of vessels or the establishment of joint enterprises
- Surplus stocks that are not full exploited, as is the case with some species in Mauritania (hake and pelagic), can be reserved for EU boats.
- In terms of granting fishing possibilities in the partnership agreement, the fishing capacity of European vessels must be better assessed and take account not only of the gross registered tonnage but also the engine power in accordance with the International Convention on Tonnage Measurement of Ships.
- Vessels that can harm our ecosystem through the use of excessive engine power must be prohibited.
- The use by European boats of engines that are non-selective and that have a detrimental impact on the environment, e.g. mono filament or multi monofilament should be prohibited.
- There should be a reduction in the duration of the agreement. It should not be more than three years.

- Evaluations should be scheduled during the agreements for the purposes of reviewing the terms of the agreement so that they comply with the third country fishery development plans.

Financial compensation – Lack of transparency

The financial compensation in future partnership agreements must be invested in sector development work, notably: research, surveillance, training, infrastructures, development of artisanal and coastal fisheries, processing and added-value of fisheries products etc.

The main problem today is the lack of transparency.

There is a total lack of transparency both in choosing the priority areas to be supported using the financial compensation and in the use of the money. We, the professionals, have no idea how this financial compensation is used.

As regards the amounts allocated to development of artisanal fisheries, we have not been informed or consulted about any use of these funds for developing our sector.

For the fisheries partnerships, conditions for total transparency need to be put in place both in terms of drawing up plans for the use of the financial compensation amounts and in the way these amounts are then spent. Transparency and information must be for the benefit not only of the professionals but also of public opinion.

In terms of participation, up until now we have been accepted as observers at the negotiations, but we have not been able to take full part in discussions, something we find deplorable. Furthermore, we often do not have access to all the information we need to make our participation effective.

Landings

- All catches must be landed at national ports;
- The authorities responsible for controls must be able to force any EU vessel to land its entire catch at the port for control purposes. The control points out at sea have proved ineffective;
- The obligations concerning the landing of quantities for supplying the local market must be respected;

Fishing zones, biological rest periods, meshes

There should be no mention of the fishing zones, biological rest periods and mesh sizes in the technical annex of the agreement. It should just say that they are in compliance with national regulations of the third country.

Experience has shown that once these elements are written into the terms of an agreement, there is little room for flexibility. When management measures such as additional biological rest periods have to be taken urgently to safeguard the resource, it is difficult to have them respected by European boats.

Forming joint enterprises

The agreement must favour the formation of joint enterprises for processing and added-value activities. It should not allow the formation of joint enterprises that could result in overfishing and destruction of our stocks and our marine environment.

There should also be encouragement for creating joint enterprises between artisanal fishermen in our country and European artisanal boat owners whose boats do not trawl and use dragnets.

Observers on board

Often the observers are not taken on board and do not offer all guarantees of independence vis-à-vis shipowners.

The partnership agreements must include means for funding training and appropriate remuneration for observers. The partnership agreement could also serve as a basis for initiating a discussion on the ways in which corruption and cronyism between observers and shipowners can be avoided.
