

**AGREEMENT ON A SUSTAINABLE FISHERIES PARTNERSHIP BETWEEN THE  
EUROPEAN UNION AND THE REPUBLIC OF SENEGAL**

THE EUROPEAN UNION, hereinafter referred to as ‘the Union’, and

THE REPUBLIC OF SENEGAL, hereinafter referred to as ‘Senegal’,

hereinafter referred to as the ‘Parties’,

CONSIDERING the close working relationship between the Union and Senegal, particularly in the context of the Cotonou Agreement, and their mutual desire to intensify that relationship,

HAVING REGARD TO the 1982 United Nations Convention on the Law of the Sea and the 1995 Fish Stocks Agreement,

DETERMINED to apply the decisions and recommendations taken by the relevant Regional Fisheries Management Organisations of which the Parties are members,

AWARE of the importance of the principles established by the Code of Conduct for Responsible Fisheries adopted by the Food and Agriculture Organisation (FAO) in 1995,

DETERMINED to cooperate, in their mutual interest, in promoting the establishment of responsible fisheries to ensure the long-term conservation and sustainable exploitation of marine living 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,

AGREEING, for the purposes of such cooperation, to establish the dialogue with civil society operators, in particular the fishing industry, needed to implement the fishing policies of Senegal,

WISHING to establish terms and conditions governing the fishing activities of Union fishing vessels in Senegalese waters, on the one hand, and Union support for sustainable fishing in those waters on the other hand,

RESOLVED to pursue closer economic cooperation in the fishing industry and related activities by promoting cooperation between companies from both Parties,

HAVE AGREED AS FOLLOWS:

*Article 1*

**Definitions**

For the purposes of this Agreement:

- (a) ‘Senegalese authorities’ means the Ministry of Fisheries of the Republic of Senegal;
- (b) ‘Union authorities’ means the European Commission;
- (c) ‘fishing activity’ means searching for fish, shooting, setting, towing, hauling of a fishing gear, taking catch on board, transshipping, retaining on board, processing on board, transferring, caging, fattening and landing of fish and fishery products;
- (d) ‘fishing vessel’ means any ship or other vessel used, equipped or of a type normally used for

fishing purposes in accordance with Senegalese law;

- (e) 'Union fishing vessel' means any fishing vessel flying the flag of a Member State and registered in the Union;
- (f) 'Senegalese waters' means the waters under the sovereignty or jurisdiction of Senegal;
- (g) 'Agreement' means the Agreement, the Protocol, and the Annex and Appendices thereto;
- (h) 'force majeure' means sudden, unforeseen and unavoidable events that may endanger or prevent normal fishing activities in Senegalese waters.

## *Article 2*

### **Subject**

This Agreement establishes the principles, rules and procedures governing:

- (a) the conditions under which Union fishing vessels may conduct fishing activities in Senegalese waters within the limits of the available surplus;
- (b) economic, financial, technical and scientific cooperation in the fisheries sector with a view to promoting sustainable fishing in Senegalese waters and developing Senegal's fisheries sector;
- (c) cooperation on the arrangements for monitoring fisheries in Senegalese waters with a view to ensuring that the above rules and conditions are complied with, that the measures for the conservation and management of fishery resources are effective and that illegal, unreported and unregulated fishing is prevented.

## *Article 3*

### **Principles**

1. The Parties undertake to promote responsible fishing in Senegalese waters as provided for in FAO's Code of Conduct for Responsible Fishing.
2. Senegal undertakes not to grant more favourable conditions than those laid down in this Agreement to segments of other foreign fleets present in its waters whose vessels have the same characteristics and target the same species as those covered by this Agreement.
3. The Parties undertake to ensure that this Agreement is implemented in accordance with Article 9 of the Cotonou Agreement on essential elements regarding human rights, democratic principles and the rule of law, and the fundamental element regarding good governance, following the procedure set out in Articles 8 and 96 thereof.
4. The Parties undertake to ensure that this Agreement is implemented in accordance with the principles of good economic and social governance, taking into account the state of fishery resources.
5. The International Labour Organization (ILO) Declaration on Fundamental Principles and Rights at Work shall apply as of right to seamen taken on board Union fishing vessels. This concerns in

particular freedom of association, effective recognition of the right to collective bargaining, and elimination of discrimination in respect of employment and occupation.

6. The Parties shall consult one another prior to adopting any decision that may affect the activities of Union vessels under this Agreement.

#### *Article 4*

##### **Access to Senegalese waters**

1. Union fishing vessels may only carry out their activities in Senegalese waters if they are in possession of a fishing authorisation issued under this Agreement; all other fishing activities are forbidden.

2. The Senegalese authorities may only issue fishing authorisations to Union fishing vessels under this Agreement; the issuing to these vessels of other authorisations, in particular private licences, is forbidden.

#### *Article 5*

##### **Applicable law and implementation**

1. The fishing activities governed by this Agreement shall, without prejudice to the provisions herein, be subject to Senegalese law.

2. The Senegalese authorities shall notify the Union authorities of any amendments to legislation that may affect the activities of Union fishing vessels. This legislation shall be enforceable against the latter as of the sixtieth day following receipt of the notification by the Union authorities.

3. Senegal undertakes to take all the appropriate steps required for the effective application of the fisheries monitoring measures provided for in this Agreement. Union fishing vessels shall cooperate with the Senegalese authorities responsible for carrying out such monitoring.

4. The Union undertakes to take all the appropriate steps required to ensure that its vessels comply with the provisions of this Agreement and of the relevant Senegalese legislation.

5. The Union authorities shall notify the Senegalese authorities of any amendments to legislation that may affect the activities of Union fishing vessels under this Agreement.

#### *Article 6*

##### **Financial contribution**

1. The Union shall grant Senegal a financial contribution under this Agreement in order to:

- (a) cover part of the costs of access by Union fishing vessels to Senegalese fishery resources, irrespective of the part of the access costs due by vessel owners;
- (b) improve Senegal's capacity to formulate and implement a sustainable fisheries policy through sectoral support.

2. The financial contribution for sectoral support shall be separate from the payments for access costs. It shall be determined by and conditional on the achievement of Senegalese sectoral fisheries

policy objectives in accordance with the procedures laid down in the Protocol to this Agreement following annual and multiannual implementation programming.

3. The financial contribution granted by the Union shall be paid annually in accordance with the procedure laid down in the Protocol. The amount of this contribution may be reviewed in the following cases:

- (a) force majeure;
- (b) a reduction in the fishing opportunities granted to Union fishing vessels, in particular for the purposes of managing the stocks concerned, where this is considered necessary for the conservation and sustainable exploitation of resources on the basis of the best available scientific advice;
- (c) an increase in the fishing opportunities granted to Union fishing vessels, where the best available scientific advice concurs that the state of resources so permits;
- (d) a reassessment of the terms of the financial contribution for sectoral support, where this is warranted by the results of the annual and multiannual programming observed by both Parties;
- (e) suspension of this Agreement under Article 13;
- (f) termination of this Agreement under Article 14.

#### *Article 7*

#### **Joint Committee**

1. A Joint Committee, consisting of representatives of the Union and Senegal authorities, shall be set up to monitor the application of this Agreement. It may also adopt amendments to the Protocol, Annex and Appendices.

2. The Joint Committee's monitoring role shall mainly consist of:

- (a) monitoring the performance, interpretation and application of this Agreement and, in particular, the definition of the annual and multiannual programming referred to in Article 6(2) and evaluation of its implementation;
- (b) providing the necessary liaison for matters of mutual interest relating to fisheries;
- (c) acting as a forum for the amicable settlement of any disputes regarding the interpretation or application of the Agreement.

3. The Committee's decision-making role shall consist of approving amendments to the Protocol, Annex and Appendices to this Agreement with regard to:

- (a) reassessing the fishing opportunities and, consequently, the amount of the financial contribution;
- (b) the sectoral support procedures;
- (c) the conditions for the exercise of fishing activities by Union fishing vessels.

Decisions shall be taken by consensus and set out in the annex to the minutes of the meeting.

4. The Joint Committee shall carry out its functions in accordance with the aims of this Agreement and the relevant rules adopted by the regional fisheries organisations.

5. The Joint Committee shall meet at least once a year, alternately in Senegal and in the Union, or in another mutually-agreed location, and shall be chaired by the Party hosting the meeting. It shall hold a special meeting at the request of either Party.

#### *Article 8*

### **Cooperation on surveillance and combating illegal, unreported and unregulated fishing**

The Parties undertake to work closely together in combating illegal, unreported and unregulated fishing with a view to establishing responsible fishing and sustainable fisheries.

#### *Article 9*

### **Scientific cooperation**

1. The Parties shall encourage scientific cooperation so as to better monitor the state of marine living resources in Senegalese waters.

2. The Parties shall consult one another, in particular within a joint scientific working group and the relevant international organisations, with a view to enhancing management and conservation of living resources in the Atlantic Ocean and cooperating with respect to the relevant scientific research.

#### *Article 10*

### **Cooperation between professional fisheries organisations, the private sector and civil society**

1. The Parties shall encourage economic and technical cooperation in the fisheries sector and related sectors. They may consult one another with a view to facilitating and coordinating the various measures that might be taken to this end.

2. The Parties undertake to promote the exchange 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. Where appropriate, they shall encourage the creation of joint ventures.

#### *Article 11*

### **Area of application**

This Agreement shall apply, on the one hand, to the territories in which the Treaty on European Union is applied and under the conditions laid down in that Treaty, and on the other hand to Senegal.

#### *Article 12*

### **Duration**

This Agreement shall apply for five years from the date of its entry into force. It shall be renewable by tacit agreement, unless notice of termination is given in accordance with Article 14.

### *Article 13*

#### **Suspension**

1. Application of this Agreement may be suspended unilaterally by either Party in the following cases:

- (a) force majeure;
- (b) a dispute between the Parties as to the application or implementation of this Agreement;
- (c) violation by one of the Parties of the provisions of this Agreement, in particular of Article 3(3) with respect to human rights.

2. Suspension of the Agreement shall be notified to the other Party in writing and shall take effect three months after receipt of the notification. On notification of suspension the Parties shall enter into consultations with a view to resolving their differences amicably within three months. These consultations may continue after suspension has taken effect. Should an amicable solution be reached, application of the Agreement shall be resumed without delay and payment of the financial contribution referred to in Article 6 shall be reduced proportionately and *pro rata temporis*.

### *Article 14*

#### **Termination**

1. Application of this Agreement may be terminated unilaterally by either Party in the following cases:

- (a) force majeure;
- (b) degradation of the stocks concerned according to the best available independent, reliable scientific advice;
- (c) failure by Union fishing vessels to exploit the fishing opportunities granted to them;
- (d) failure to comply with undertakings made by the Parties with regard to combating illegal, unreported and unregulated fishing.

2. Termination of the Agreement shall be notified to the other Party in writing and shall take effect six months after receipt of the notification, unless the Parties decide by common accord to extend this period. On notification of termination, the Parties shall enter into consultations with a view to resolving their differences amicably within six months. Should an amicable solution be reached, application of the Agreement shall be resumed without delay and payment of the financial contribution referred to in Article 6 shall be reduced proportionately and *pro rata temporis*.

### *Article 15*

## **Repeal**

The Agreement between the Government of the Republic of Senegal and the European Economic Community on fishing off the coast of Senegal, which entered into force on 1 June 1981, is hereby repealed.

### *Article 16*

#### **Entry into force**

This Agreement is drawn up in duplicate in the Bulgarian, Croatian, Czech, Estonian, Danish, Dutch, English, Finnish, French, German, Greek, Hungarian, Italian, Latvian, Lithuanian, Maltese, Polish, Portuguese, Romanian, Slovak, Slovenian, Spanish and Swedish languages, each of these texts being equally authentic.

It will enter into force on the date on which the Parties notify each other that they have completed the necessary procedures for that purpose.

### *Article 17*

#### **Provisional application**

Signature of this Agreement by the Parties entails its provisional application prior to its entry into force.

*For the European Union*  
*For the Republic of Senegal*