



*Association pour la Promotion
Et la Responsabilisation des
Acteurs de la Pêche Artisanale
De Mbour*



du poisson encore pour demain

MEMORANDUM

Senegal and the European Economic Community (EEC) signed on 15 June 1979 an agreement for fishing off the Senegalese coast. This agreement was the first of its kind, signed by the EEC - later to become European Union (EU) - with an ACP country. Under this framework agreement, between 1979 and 2002, seventeen protocols covering periods from 2 to 4 years and fixing the fishing opportunities and the related financial contribution have been negotiated.

Negotiations on the eighteenth Protocol which was to cover the period 2006-2010 have not been successful; both parties finding unreasonable some claims of the other party. Thus, although the framework agreement has not been denounced, since 2006, no fishing vessel flying the flag of a Member State of the European Union should have been allowed to exercise its fishing activities in the waters under Senegalese jurisdiction.

However, recently, the European Union has resumed contacts with Senegal and the delegations from both parties held, on 6 and 7 June 2013, a technical meeting during which they discussed the following topics:

- State of stocks and activities of the national fleets;
- Fisheries management in Senegal: current policies, strategies and priorities;
- The EU Common Fisheries Policy reform and its implication for future fisheries partnership agreements (FPAS);
- Prospects for future EU-Senegal fisheries relations.

At the end of this technical meeting the two delegations agreed, to stay in touch and to consult with their respective authorities about the organization of formal discussions for the renewal of the framework agreement and a Protocol on fisheries.

These negotiations could start in the last quarter of 2013.

It is in the context of the preparation of the aforementioned negotiations that this memorandum has been elaborated.

Negotiations between the European Union and Senegal must take place in a spirit of partnership, and must contribute to a coherent approach of fisheries relations between the EU and Senegal, for the promotion of sustainable fisheries development and respecting coastal communities. In this regard, we wish to underline that the new European fisheries policy says that future sustainable fisheries partnership agreements (SFPA) will be based on a set of principles. For Senegalese artisanal fishing sector, the following principles are of the utmost importance:

- **The principle of transparency**, particularly as regards the overall fishing effort deployed by all fleets, including all foreign fleets fishing in Senegalese EEZ. In order to improve such transparency, we suggest to put immediately online the list of all vessels licensed by Senegal, something that is done by certain African countries-, something which should be regularly updated. The publication of this information regarding tuna fishing vessels would also meet the resolution adopted by the ICCAT – of which Senegal is a member-, in 2011.

- **The principle of effective stakeholders participation**

The effective participation of all stakeholders in the negotiations is crucial, so that they can bring in their contributions for the defense of Senegal's interests. In this context, we want the public to be informed comprehensively, and stakeholders be duly consulted throughout the process of negotiation and implementation of any agreement (participation in the joint committees, assistance to the Joint Scientific Committee). In particular, we wish that the evaluation ex ante of the agreement be made available to the public as soon as possible to help a serene public debate.

- **The principle of access to surplus resources which can be fished by the local fishery:**

In this respect, we wish to highlight the following data and scientific advice concerning the situation of the different resources exploited in Senegal.

All available studies attest that:

Coastal pelagic resources have been over-exploited for more than 10 years, as evidenced by the various scientific opinions published. It cannot therefore be considered to license foreign industrial fishing fleets. Some researchers believe that serious thought must be given to reducing the volume of catches. It needs to be noted that the two species of sardinella constitute 58% of the artisanal fishing sector's catches and are poor Senegalese food safety net;

Coastal demersal resources , since 1998 Senegal has significantly reduced the number of fishing authorisations issued to both foreign and Senegalese vessels: the number of active trawlers decreased from 214 in 2000 to 81 in 2013. That is to say, that in 2013, it cannot be considered to issue more licenses for trawlers

The deep sea demersal stocks are exploited mainly by Spanish trawlers or vessels under joint ventures with strong Iberian participation. The exploitation of the hake including has been so intensive that a precautionary approach must be seriously considered, were the issue to be discussed during the proposed negotiations;

High seas pelagic resources, tropical tunas. As migratory species, they are managed by the regional organization ICCAT. Fishing for tuna by EU vessels in Senegalese waters may be considered under well-defined terms, which take into full account the ICCAT

recommendations aimed at ensuring sustainable exploitation of resources, provided that they do not negatively affect local fisheries development prospects (bait fishing, possibilities to develop an artisanal tuna fishery).

In summary, if negotiations are undertaken with the European Union, Senegal can only reasonably negotiate on tuna fisheries. In this context, Senegal should also remember that fishing for tuna with pole and line in Mauritania only takes place after vessels have been fishing for bait in Senegal.

Finally, we want to emphasize that, despite the discontinuation of the latest Protocol, we found out that European tuna pole and line vessels continued to fish in Senegalese waters after 2006, outside a Community agreement, and without conditions agreed by both parties clearly known. Such practices should not be perpetuated: either European vessels fish in the context of sustainable and transparent fishing agreement protocol, or they do not fish.

We therefore ask that if a Protocol were to be signed between the EU and Senegal, the 'exclusivity clause' which must be included in all future European agreements, - obliging any European vessel to fish under the protocol-, should be strictly applied without any derogation.
