

The Saga of the Clemenceau

Summary

"In order to act, you must be somewhat insane. A reasonably sensible man is satisfied with thinking."

Georges Clemenceau, Prime Minister of France, 1906-07 and 1917-20.

Named after France's first World War Prime Minister Georges Clemenceau, the aircraft carrier MV Clemenceau (known as the Clem) is an extraordinary ship. For over 35 years the Clem was a central element of France's defence force.

However, in 1997 Clem came to the end of her useful life and was disarmed. She has gone from being the pride of the French navy to its disgrace. Since 1997 she has been stripped for spare parts dispatched to her sister ship the MV Foch, now called the MV Sao Paulo since being sold to Brazil.

Host to a deadly array toxic contaminants including at least 130 tons of asbestos, unloved and unwanted, she has been the centre piece of a scandalous international game of 'pass the toxic parcel.'

First she was to be used as a 'lifelike' target during high seas military exercises (& would logically be sunk as such to the bottom of the Ocean: killing two birds with one stone, a bit of target practice and an end to the headache of what to do with Clem. That plan was cancelled.

Then the city of Marseille proposed in 2001 to sink the Clem in the Mediterranean Sea as an 'artificial reef', but following only light decontamination. The project was abandoned in 2003.

So, best to simply sell her off and dump the responsibility with the ship breaking free marketers. Clem was auctioned on the public market under the condition that it would be decontaminated (only asbestos is mentioned) in Europe, however, pending decontamination the French State remained as the registered owner. At that time no inventory of asbestos or other hazardous materials buried in the ships infrastructure was made available.

A Spanish company 'won' the contract in April 2003 but lost it again in October 2003. at the same time Greenpeace discovered the company had attempted to resell the Clem to a Turkish ship breaker. Turkish authorities refused to accept the ship because it deemed that it would be an illegal trade in hazardous waste and contrary to the Basel Convention. As the ship was already being dragged by tugboats to Turkey, the French Navy was forced to board Clem in the middle of the Mediterranean.

Automatically the second-highest bidder (the German steel giant ThyssenKrupp¹) won the contract to trade and scrap Clem. For several months (from 20 October 2003 till 23 April 2004), they renegotiated the contract, yet excluded French environmental authorities from the discussions². The 'location' clause of the contract was discussed to allow some of the decontamination work to be carried out in India – in fact an illegal clause under EU and French law because the export of asbestos and other hazardous materials to India forbidden.

¹The German ThyssenKrupp-Konzern has a 100% owned company Eckhard Marine GmbH that created the postbox company SDIC for signing the contract with the French State. A case of corporate veil: the misuse of corporate vehicles for deemed illicit purposes.

²Environmental authorities in France have been excluded from these negotiations although legally involved because of Turkish action. Turkey refused entrance of the ship because the Clem as a whole is considered a hazardous waste under the export ban of European Law.

In the meantime the new German company tried to pretend that asbestos removal would be carried out in Greece before the ship went to India. But, Greek authorities refused to accept the ship because the needed asbestos removal capacity for such a huge structure was not available in Greece.

Once more Clem returned to France where the plot continued to thicken. At the end of 2004 a French subcontractor started very superficial asbestos removal activities (officially announced as being a 90% removal but in reality only being a 30% removal). In July 2005, another French subcontractor undertook to do some more (and better) asbestos removal activities but in reality it was a cosmetic exercise whereby the remaining asbestos was simply hidden.

Since the end of 2004, a coalition of French and Indian NGO's have tried to find out exactly how much hazardous materials are onboard the ship. They have also been fighting plans to export the Clem to India in the French courts. However, in July this year, the courts abdicated responsibility and the Civil Court of Paris declared that it was not competent to judge as the contract related to "an administrative decision concerning the destination of war material."

The path now seems clear for Clem to be sent to India's breaking yards. It is up to the French Government to step in and uphold not only international law governing the international trade in toxic materials such as the Basel Convention but also moral law. No matter the costs, Clem must be cleaned of all toxic materials if she is to be sent to India for scrapping.

Legal Background

End of Life Ships constitute, in EC law, "wastes"

There is a global Convention on the transboundary movements of hazardous wastes, adopted under the auspices of the United Nations in 1989 and in force since the early 1990s (subsequently: Basel Convention). This Convention defines "wastes" as "substances or objects which are disposed of or are intended to be disposed of or are required to be disposed of by the provisions of national law". No special exception is made for any category of materials.

The European Community has ratified the Basel Convention. Under EC law (Article 300 (7) EC Treaty), the provisions of the Basel Convention have thus become binding on the European Community and all its Member States. Furthermore, the EC has adopted a Regulation on the shipment of waste which practically takes up the waste definition of the Basel Convention, by stating that wastes are objects and substances "which the holder discards or intends, or is required to discard". This "Regulation (EEC) No 259/93 of 1 February 1993 on the supervision and control of shipments of waste within, into and out of the European Community" is directly applicable within all 25 Member States of the EC and binding on all public authorities as well as on all private persons. It is a true European legislation.

Regulation 259/93 very clearly classifies End of Life Ships as wastes. Indeed, Annex II to the Regulation lists waste, which is not hazardous; under the chapter "Other Wastes containing Metals" there is the insertion "GC 030 ex 8908 Vessels and other floating structures for breaking up, properly emptied of any cargo and other material arising from the operation of the vessel, which may have been classified as a dangerous substance or waste".

The insertion clearly shows that a ship is considered "waste" in the legal sense. Indeed, the clause "properly emptied" implies that a ship, properly emptied, is no longer hazardous; but it does not take away the characteristic as "waste".

The question, whether a ship is emptied of its cargo and/or of hazardous liquids, of asbestos and other hazardous materials used for its construction, is not a question of their classification or waste but is a question whether it constitutes, in legal terms, "hazardous waste" or not.

What else should ships be? EC law only knows the notion of "product" and "waste". There is no intermediate category. Thus, an abandoned ship is discarded and therefore waste, in the same way as an abandoned car, an abandoned umbrella or an abandoned refrigerator.

End of Life Ships which are not decontaminated, constitute hazardous waste

Annex II, GC 030 to Regulation 259/93 shows that a ship must be emptied of cargo and of any hazardous substance or waste, in order to be classified as non-hazardous waste. Ships, in particular those that were constructed in the 1970s and 1980s, regularly contain asbestos, plastic materials, heavy metals, oils and other liquids and other materials which consists of or contains dangerous substances. Normally, such dangerous substances make up five to ten percent of the weight of a ship. There is therefore no doubt that any ship that has not been decontaminated must be treated as hazardous waste.

End of Life Ships, which are destined for a shipyard for breaking up, are no longer ships, but “wastes”

Where a ship is sailing to a shipyard for breaking up, and certainly when a ship has no engine any more and has to be tugged, it is obvious that the owner/holder of the ship has the intention not to use it any longer as a ship, but to have it dismantled, scrapped and make use of some or all of the ship's parts which may have an economic value, such as the steel, wood or engines. His intention is clear and as the above-mentioned notion of “waste” also includes cases where somebody has the intention to discard – to get rid of – a material or a product, such a ship constitutes waste. The fact that part of the ship or the whole ship are to be recycled or recovered, is irrelevant, as the European Court of Justice has confirmed in a number of judgements on Regulation 259/93.

Illegal traffic of End of Life Ships is a crime

The Basel Convention explicitly states in Article 4(3) “The Parties consider that illegal traffic in hazardous wastes or other wastes is criminal”. Consequently, the Contracting Parties are asked to prevent and punish illegal traffic; the French version of the Convention is even more explicit, by asking Contracting Parties to severely punish (reprimer sévèrement) illegal traffic. EC Regulation 259/93 took up this provision of the Basel Convention by stating in Article 26(5) that EC Member States shall prohibit and punish illegal traffic. As Regulation 259/93 is directly applicable and does not need to be explicitly transposed into national law, it follows from Article 26 (5) that the illegal traffic of waste is prohibited. The criminal sanctions which EC Member States introduced, in order to comply with Article 26, obviously vary from one Member State to the other. What is essential, however, is that illegal traffic of waste is prohibited within the whole of the EC.

The transfer of an End of Life Ship to a shipyard in a developing country constitutes illegal traffic of waste, unless the requirements of European law for waste shipments are respected

Article 26 of Regulation 259/93 defines illegal traffic of waste as any transboundary movement of waste without prior notification of the intended movement to all competent authorities of the country of dispatch, the country of destination and the countries of transit; or without the consent of these authorities to the intended movement; or with consent obtained by the competent authorities concerned through falsification, misrepresentation or fraud; or which is not specified in a material way in the consignment note; or which results in disposal or recovery in contravention of Community or international rules; or which contradicts the export ban of hazardous waste, laid down in Article 19 of Regulation 259/93.

This catalogue underlines the basic requirements of Regulation 259/93 that the movement of any ship that is destined for a shipyard outside the European Community, must be notified to the public authorities of the country from which the ship moves, of all countries of transit and of the country of destination. And the intended movement must have received the consent of these public authorities, before the movement may start. This procedure of “prior informed consent” is the core principle of Regulation 259/93. The same principle also underlies the provision of the international Basel Convention on the shipment of hazardous waste.

Ship-owners and ship operators try to bypass existing EC and international law

It is obvious that the very great majority of European ships, which finish their useful lifetime and are moved to a shipyard in India, China, Pakistan, Bangladesh or Turkey, do not comply with the prior informed consent requirement, which has been set up by the Basel Convention and by

Regulation 259/93. The most frequent case of bypassing this legislation is that the ship moves – with or without cargo - from a European port to a port in Asia or elsewhere, where it is then sold or otherwise steered towards the shipbreaking yard. Then, the owner or other responsible person argues that the European legislation does not apply, because the ship was still a ship (product), when it left European ports and waters, and only was destined to be broken up at a later stage.

This Saga of the Clem proves, by the close examination of all the facts and figures, that this is, deliberately fraudulent. Indeed, there is sufficient evidence, that the intention to move the ship to a shipyard in order to have it broken up existed when the ship was and is still in EC ports or waters.

This then raises the responsibility of the public prosecutor, the police and of other authorities in France, which have the obligation to enforce the law and to prevent crime. Where there is a strong suspicion or evidence that a ship which intends to leave a European port or European waters and is to be moved to a shipyard in order to be scrapped, these authorities have the obligation in law – and here the law in all Member States is the same – to instruct and explore the case, clarify the facts and prevent the commission of the crime of illegally trafficking waste. They are not entitled to wait until they have full and irrefutable evidence of such an illegal shipment, because it is precisely their task to find out the facts and take the necessary action.

The Saga of the Clem argues that public authorities in France turn a blind eye to intended illegal shipments of this End of Life Ship. By remaining passive and not trying to prevent this illegal traffic, they contribute to the crime and commit themselves a breach of existing legislation.

This situation has been going on for years. Practically all European ships end in shipyards in Asia or elsewhere, with the silent collusion of public authorities of Member States. The sad side of the story is that health and safety of the workers in the shipyards is severely threatened and that the environment is permanently and severely impaired.

The movement of End of Life Ships to shipyards in the Third World is a clear and obvious example of post-colonialism, where industrialised countries try to get rid of their hazardous waste to detriment of health, safety and the environment in the Third World.

What use is there in making an international Convention on the shipment of hazardous waste and even strengthening these provisions by EC legislation, if these provisions are ignored, by-passed and broken day by day? Especially, without public authorities who have sworn, as officials, to respect and apply the law; who should intervene and take systematic and forceful action to stop these illegal manoeuvres.

Illegal trade in waste is, next to illegal trade in drugs, the most profitable illegal business that exists at present on this planet. Yet, neither prosecutors nor police, neither governments nor courts in Europe seem determined to stop the illegal movement of end of life ships.

A lawyer, who does not take action, is the same as one who does. In this sense, public authorities in the European Member States and particular in France in the case of the Clem are assisting in the crime of illegal traffic in end of life ships.

The Shipfile

The Clem became waste under the waste regulations at the moment the Holders/Owners – the French State & the 'almost' new owners³– decided to DISCARD the ship.

As for every other end of life ship there is a moment when authorities can act. The outline below can be used for every end of life ship. The Critical Period is the period when the Final Voyage starts. The Critical Moment is the moment that the Final Passage can start at any time.

³As the Clem 'also' constitutes War Material in one or another way, the Contract to sell the Clem contains a transition clause with specific conditions. As long as these conditions (decontamination and dismantling conditions) are not fulfilled, the Registered Owner remains the French State.

Shipdata of Clemenceau							
Name	Type of ship	DWT (LDT)	Built (Delivery Date)	Final VOYAGE Date (Final PASSAGE Date)	Last Port of Call (Destination)	Broken Date (Dead Date)	Price
CLEMENCEAU	Aircraft Carrier	? (27307)	Dec-1957 (Nov-1960)	Sep-2002 (Apr-2003)	Toulon - 13-Oct-2003 (Aliaga-TUR/Alang-IND/Chittagong-BGD)	Not yet (Not Yet)	\$0/ldt (0M)

Critical Period (decision of intent to discard 'probably' taken: "Final VOYAGE4 Period" starts): When in 1997 the decision was taken to disarm the Clem, the ship became an end of life ship, and as such, also became waste under the Basel Convention even if the ship was still going to provide spare parts for her sister ship in Brazil and even if it continued to be considered 'War Material'. When in September 2002 the decision was taken not to sink the Clem as an artificial reef in the Mediterranean, the threat to illegally export Clem and her hazardous waste became real. The FINAL VOYAGE started in September 2002, when the French Environmental Authorities and more precisely the Basel Focal Point should have been involved in the issue.

Critical Moment (Final PASSAGE5 can start at any moment): The auction started in April 2003, which indicated that the Final Passage could start at any point.

Name	CLEMENCEAU
Type	Aircraft Carrier
Flag	France
Ldt (Displacement)	27 307 tons (32 780 tons full load)- more than 22.000 tonnes of steel
Dwt (Deadweight)	(not important for a military vessel)
Crew	2150
Length:	265 m
Width:	31.7 m (hull) - 51.2 m
Draught:	8.6 m (7.7m)
Height:	62 m from water to the top of the mast

Facts about the Clem

Date	F a c t	SourceDoc
Dec -1957	Clemenceau launched	
Nov-1961	Clemenceau commissioned	
1961- 1997	During more than 35 years the Clemenceau became a famous ship: it was on 'mission' for an equivalent of 48 tours around the world. It is an icon for France.	
1997	Disarming of the Clemenceau. Transfer of the competence over the Clem from the Military Authorities towards the Budget Authorities (Ministry of Economy and Finances). [Comment: from this moment the Clem can not be considered any more as a 'full war material' as it is not intended for specifically military purposes' any more. Nevertheless the French State will continue to have some special survey on it because of its 'old war material status'. In practice it means that the Clem will continue to be treated as 'war material' until it is completely dismantled. It's legal position nevertheless will change: it also becomes waste under the waste regulations from the moment it is disarmed]	
1997-2001	The Clem is in the Military Harbour of Toulon waiting to be dismantled. As its sister ship MV Foch (new name MV Sao Paulo) had been sold to Brazil, the Clem served as a source for spare parts for Brazil during that period. After all spare parts had been taken out for the MV Sao Paulo and sold to Brazil; the Clem would first be used as a lifelike target during military exercises on the high sea (and would logically be sunk such to the bottom of the ocean).	
Oct-2001	Proposal from the City of Marseille to sink the Clem as an artificial reef in the Mediterranean near Marseille	

4 For the purpose of this study "Final VOYAGE" means the WHOLE period right AFTER the decision of intent to dispose of the ship has been taken, no matter if the ship continues to trade for a while and no matter if the ship is renamed and reflagged. The Final Voyage refers to the changed legal status of the ship: it also became waste under the Basel Convention Regime. In other words, the ship also became an end of life ship subject to the obligations of that Basel Convention Regime.

5 For the purpose of this study "Final PASSAGE" is the last part of the Final Voyage when the end of life ship 'physically' is moving to the scrapping facility. The Final PASSAGE is about the real final trip. In most cases during the real final passage ships will not trade cargo but will sail "in ballast" to its final destination with a demolition crew onboard. The Final Passage can be, for example, the final trip between Singapore (last port of call) and Chittagong. It can also be a sequence of trips from one harbour to another on its way to the scrap yard.

Date	F a c t	SourceDoc
During 2002	Greenpeace lobbies French authorities to respect all international regulations (London Convention) concerning the dumping of old vessels as artificial reefs.	Greenpeace research
Sep-2002	The announcement by the Military authorities (le préfet Maritime Pierre-Xavier Collinet) to abandon the project to sink the Clem as an artificial reef in the Mediterranean near Marseille. The reason was based on negative advice from the French Environmental Ministry (Le Ministère de l'Ecologie et du Développement Durable).	Letter of Préfet Maritime
Apr-03	The Direction Nationale D'Interventions Domaniales (l'Administration des Domaines) of the MINEFI (Ministère of Economie et Finances) announced a public auction to sell the Clem. Won by the Spanish Company GIJONESA	Official Announcement
11-Apr-03	Clemenceau sold to Spanish shipbreaking company. Contract signed between French military authority and GIJONESA (Spain). French authorities claimed this would be a 'nil operation' for the French taxpayer. No inventory of hazardous materials in the structure of the Clem had been made. [Comment: The French authorities agreed – as written in the contract – that the decontamination would take place in one of the Members of the Council of Europe (of which Turkey is a member). That indicates that the French authorities were aware of the project to dismantle the ship in Turkey.]	Greenpeace research
May-03	Tug Boat Companies AUGUSTEA (Italy) and REMORCADORES FACAL (Spain) contracted to tug the Clem to Turkey (written in towage contract). [Comment: So the French Authorities should have known that the destination was Turkey and not Spain.]	Greenpeace research
29-Sep-2003	Meeting in Toulon between French authorities, the Spanish Owner and Tug Boat companies' technicians to discuss tug modalities. The meeting is informed that the Harbour Office of Gijon had refused to moor the Clem in Gijon Harbour because the draft was not deep enough. [Comment: Internal confidential information confirmed to Greenpeace that at that meeting the decision was taken to tow the ship to Turkey.	Greenpeace research
6-Oct-2003	Greenpeace France and Basel Action Network (BAN) wrote an open letter to the French Government (Minister of Environment) in the context of the export of end of life ships. Greenpeace and BAN request that the French Authorities respect all international regulations (Basel Convention and the European Waste Shipment Regulation-EWSR) that clearly prohibits illegal traffic in (hazardous) waste. In this letter the EU Commission asks the Member States to respect the Basel Convention (& EWSR) when exporting end of life ships.	Letter
6-Oct-2003	Two tugboats arrive in Toulon to take the Clem	
7-Oct-2003	French authorities claim that the French military authorities requested GIJONESA to sign an additional document (addendum to auction contract) obliging them to tow and scrap the vessel to and in Gijon (Spain).	Greenpeace research
Monday 13-Oct-2003	Clem leaves port of Toulon (Mediterranean) for Spain (port of GIJON: in the Atlantic Ocean) towed by two Italian tugboats and a Spanish steering boat. The shipyard GIJONESA paid a guarantee of 120,000 Euros.	
Tuesday 16-Oct-2003- 18:24	Greenpeace is informed through its Supporters Service that the Clem is going to Turkey for dismantling.	Supporters Service Gp
Weekend of Friday-17/Monday-20-Oct-2003	Greenpeace starts an investigation and the information given to the Supporters Service is confirmed. Greenpeace contacts the French and Turkish Authorities and informs them about its position on the plans for the Clem (that it must be considered as illegal traffic in hazardous waste) and asks them to refuse to let the Clem go to Turkey if it is not properly decontaminated.	Greenpeace research
In that period: ?-Oct-2003	Turkish Authorities refuse to let the Clem enter Turkish waters for dismantling if it is not properly decontaminated. Turkish authorities inform the French authorities about their position. A few days later the Turkish press becomes very interested in the issue.	Turkish Government Turkish Press
In that period: ?-Oct-2003	Military French Frigate 'Le Guepratte' stops the Convoy of the Clem and the two tugboats. This happens in international waters, 70 miles from the Sicilian coast. The contract became null and void because the destination was Turkey and not Spain.	Official Press Release
20-Oct-2003	Contract signed with second highest bidder: the company Ship Decommissioning Industry Corporation (SDIC). The German ThyssenKrupp-Konzern has a 100% owned company Eckhardt Marine GmbH that created the post-box company SDIC for signing the contract with the French State This means that the German Broker/Cash Buyer Eckhardt Marine becomes the new owner of the Clem if all conditions are fulfilled. As long as these conditions are not fulfilled the French State continues to be the Registered Owner. Eckhardt Marine is a very well known Broker/Cash Buyer in the shipping family. Eckhardt Marine is well-known in shipping industry circles as the 'most important broker for end of life ships to be sent to Bangladesh'	Contract

Date	F a c t	SourceDoc
Week of 20/24-Oct-2003	The Basel Convention Parties (including Turkey, Greece and France) meet in Geneva for the week to discuss the issue of end of life ships (the OEWG-II working group). An important decision is taken concerning the fact that end of life ships have to be considered waste under the Basel Convention: <i>'Noting that a ship may become waste, in accordance with article 2 of the Basel Convention [...]</i>	See: http://www.basel.int/meetings/oewg/oewg2/Rep12e.pdf#ii4
24-Oct-2003	French Defence Ministry spokesperson declares that the ship will be decontaminated by Eckhardt Marine in Greece.	
From week of 20/27-Oct-2003 till 7-Nov-2003	<p>The Clem and the two tug boats remains 10 miles from the Sicilian coast in Italian waters outside Augusta Harbour.</p> <p>An Italian Asbestos Removal company was asked to come on board and start the removal of the asbestos. But when the owners realised the complete asbestos removal would cost more than the actual steel value of the ship (\$ 4m) the asbestos removal project was stopped.</p>	Greenpeace research
Week of Monday-27/Friday-2-Nov-2003	The story becomes headline news in French press (Frontpage of 'Libération', Le Monde) and in the Shipping press (Frontpage Lloyd's List).	Press
Week of Monday-27/Friday-2-Nov-2003	<p>Greenpeace unmasks the intentions of Eckhardt Marine to decontaminate the Clem in Greece as being false. There is no capacity in Greece to work with such an amount of asbestos (between 190 and 250 tons of asbestos) in such a maritime structure. The real intention of Eckhardt Marine is to send the Clem to India or Bangladesh after it has remained in Greece for a while. The Clem has a steel value at that time of more than \$4m (Ldt 27.000 x \$150/t). Now the price has doubled...</p> <p>This scenario had been used before by the same company.</p> <p>Eckhardt Marine bought two military ships (two fleet tankers built in 1965) from the UK at the end of 2000. The OLWEN and OLN A (200 x 25 m) – sold under the tender N° 2908 – were known as containing enormous amounts of blue and brown asbestos. On 2 March 2001, the vessels left Portsmouth for Turkey, but Turkey refused the ships entry because of the asbestos. The ships were laid up for a while in Greece under the false assumption they would be decontaminated. At the end they left Greece through the Suez Canal for India for dismantling without being decontaminated at all. The company fraudulently exported the two military hazardous waste end of life ships under the 'official' veil of being decontaminated in Greece.</p>	Greenpeace research Greenpeace research
31-Oct-2003	Greenpeace Greece informs the Greek Authorities (Minister of environment, Minister of Merchant Marine) and the unions of the workers in the shipyards where the ship is expected about the alleged decontamination of the Clem in Greece and the potential illegal export of the Clem to India or Bangladesh.	Greenpeace letter to the authorities
7-Nov-2003	Permission is given to moor the Clem inside the Italian port of Taranto; After all the tugboat (Augustea) expenses are paid, the Clem is handed over to a French military tugboat that starts sailing to Greece.	Press
?-Nov-2003	The Clem convoy is stopped by Greek authorities in the neighbourhood of Syracuse	Press
?-Nov-2003	Greek Authorities announce that the Clem is not welcome in Greek waters.	
?-Nov-2003	The Clem returns to Toulon.	
Period from 20-Oct-2003 Till 23-Jun-2004	Renegotiation of the contract conditions between SDIC and the French State represented by MINEFI-DNID (Ministry of Budget/ Directory of Domains)	The contract
Period from 20-Oct-2003 Till 23-Jun-2004	<p>SDIC files a special Request to the French asbestos removal company Technopure to make two offers about the removal of the visible and accessible asbestos in the Clem to be presented in January 2004.</p> <p>SDIC indicates that the objective is to put the French State in a position of being able to make a choice between a minor asbestos removal and a major asbestos removal of that visible and accessible asbestos.</p>	Court proceedings
04-Feb-2004	<p>Subcontract signed between SDIC and Technopure. The contract indicates that Technopure made two offers (one of 3m Euro and one of 6m Euro) and that SDIC accepted to discuss both offers with the French State. It is mentioned clearly that the subcontract enters into force after a decision has been made concerning the offers at the latest on 30 June 2004.</p> <p>It is remarkable that in this contract an export to India is already mentioned – not possible based on the existing contract of 20 October 2003, which indicates that SDIC already made a deal with the French State to change the contract.</p>	The contract

Date	F a c t	SourceDoc
23-Jun-2004	<p>New Contract signed between French State (DNID) and the SDIC for transfer of the Clem to India for dismantling.</p> <p>Issue: the transport of the Clem to India for shipbreaking. Partial removal of asbestos in France is included but in such a way that the structure of the ship should be preserved for navigation</p>	Ban Asbestos France, leaflet-Nov-2005
24-Jnu-2004	<p>SDIC announces that the first Offer Option has been chosen (the 3m offer). This First Offer Option clearly mentions that the Subcontractor, Technopure, is only allowed to remove the asbestos from the 'directly visible and accessible' areas in the ship and that it excludes the 'visible' asbestos removal from the other visible areas. Either the non-brittle part of the asbestos is excluded: like the surface plates and in many other places. Also the asbestos fixed firmly to the structure is excluded from the contract: the cables, the glue and the entire chimney system cannot be touched by this contract.</p>	The Contract
25-Jun-2004	<p>French Ministry of Defence announces that the asbestos removal of the Clem will start soon and will take six months. This will be done '<i>at no cost to the French Taxpayer</i>'. The French Defence authorities declare that '<i>around 95% of the asbestos will be removed</i>'. The company in charge will be Technopure. This company is also in charge of the training of Indian engineers on how to deal with the remaining asbestos in India. The Clem will be dismantled in India.</p>	German (HamburgerAbendblatt) & French press.
30-Jun-2004	<p>Greenpeace India sends a letter to the Indian Ministry of Environment and Forest responsible for the (Prior Informed) Consent procedure.</p> <p>Issue: The Clem will still be full of asbestos when it will come to India, which will be an illegal import under Indian law and International Law. The end of life ship will only be partially decontaminated of asbestos and not of the other hazardous substances on board.</p>	Letter of 30-Jun-2004
18-Aug-2004	<p>SDIC announces that the asbestos removal will start soon and will take six months. The company in charge will be Technopure.</p>	
29-Aug-2004	<p>Indian Press discloses that China has also refused the Clem to be dismantled in China:</p>	Indian (Financial Express) Press of 29-Aug-2005:
22-Nov-2004	<p>Technopure starts asbestos removal on the Clem</p>	
20-Dec-2004	<p>Open letter to Minister of Defence, Mrs Alliot-Marie (answered in February 2005). Open letter signed by a French NGO Coalition: BAF (Ban Asbestos France), Andeva and Ardeva Sud-Est(South East French Regional Association for the support of the victims of asbestos) and the Union CGT of DCN Toulon.</p> <p>Issue: irregular working conditions in Toulon of partial asbestos removal and export to India do not take the health of Indian workers into account</p>	Press Release & Open Letter
01-Jan-2005	<p>Asbestos becomes – by EU law - an official banned substance throughout all 25-member countries of the European Union. A five-year phase-out period, which was permitted under Commission Directive 1999/77/EC ended on 1 January 2005.</p>	International Ban Asbestos Secretariat
13-Feb-2005	<p>Letter from French Minister of Defence to the French coalition repeating that the asbestos removal would only remove the visible and accessible asbestos of the ship. This would mean '<i>that 90% of the asbestos would be removed and that 'only' 22 tonnes of asbestos would be left on the Clemenceau before leaving for India for dismantling</i>'. In the letter the Indian Company Luthra Group is mentioned as the Indian Company who would take care of the remaining asbestos in India and that the French company Tecnopure would continue to supervise the dismantling activities in India. [Comment: This letter can be considered as the legal proof that the French State deliberately will export hazardous materials to a non-OECD country, India, despite being warned that this export would be illegal traffic in hazardous waste]</p>	Letter of 13 February 2005
16-Feb-2005	<p>Letter to SCMC in India (Supreme Court Monitoring Committee on Hazardous Wastes) Letter signed by an NGO coalition in India: Corporate Accountability Desk, the Other Media, CITU (the Centre of Indian Trade Unions) and Greenpeace India.</p> <p>Issue: Only accept Clem if fully decontaminated of asbestos and PCB; full implementation of October 2003 Supreme Court Order; and full engagement of Indian State into international negotiations towards a mandatory prior decontamination regime for end of life ships.</p>	Letter of 16 February 2005
22-Feb-2005	<p>French Civil Court of Paris (TGI Tribunal de Grande Instance) declares the Claim admissible to start a court case against the export of the Clem. The claim was introduced by <i>Ban Asbestos France</i> and <i>Andeva</i>. Issue: denouncement of the contract because of illegal traffic in hazardous waste</p>	Court proceedings

Date	F a c t	SourceDoc
5-Mar-2005	<p>Publication of the Order and Direction of the Supreme Court Monitoring Committee - SCMC of India and as a consequence of the Gujarat Control Pollution Board -GCPB:</p> <p>'The Clemenceau can only be dismantled if the Supreme Court Direction of 1998 based on the Writt Petition 657 of 1995 in its Judgement of 14-Oct-2003 is complied with and if the remaining asbestos is returned to sender.'</p> <p>In the Judgement of 14 October 2003 the Indian Supreme Court judged: Before a ship arrives at port, it should have proper consent from the concerned authority or the State Maritime Board, stating that it does not contain any hazardous waste or radioactive substances.</p> <p>The ship should be properly decontaminated by the ship-owner prior to the breaking. [Comment: This could be the ultimate victory: when the Supreme Court re-confirms that its Direction given in 1998 and its Judgement given in 2003 are applied to the Clem for 100% decontamination]</p>	Decision N° GPCB: PS: C-058: 2005
15-Mar-2005	Decision of French Civil Court of Paris: the TGI Court (Tribunal de Grande Instance of Paris): Claim admissible but the Civil Court is not Competent: issue is reserved to the Administrative Court	Court proceedings
22-Mar-2005	<p>After Appeal of Ban Asbestos and Andeva, the President of the Civil Appeal Court in Paris took the ordinance that the Clem had to stay in France for the time being. 'The immediate departure of the Clem to India constitutes a danger in relation to the rights of the plaintiffs to achieve the asbestos removal'.</p> <p>Appeal Court in Paris also declares the Civil Court as nevertheless being competent on the asbestos decontamination claim of the plaintiffs. The claim can be reintroduced at the Civil Court.</p>	Court proceedings
5-Jul-2005	<p>Second Decision of French Civil Court of Paris: TGI Court: Claim admissible, but the Civil Court is not Competent: issue is reserved to the Administrative Court. Justification: Although the dismantling 'Contract' is a 'private contract between the French State and the German Company SDI', the ex-military vessel 'the Clemenceau' (still to be considered a 'war material') means that the 'Decision' leading to the contract is an 'administrative decision' concerning the destination of war material'.</p>	Court proceedings
9-Jul-2005	Greenpeace International, Basel Action Network and Citu press release, declaring that India is no longer suitable for the dismantling of end of life ships due to having no environmentally sound management capacity.	Press Release of 9 July 2005 of Greenpeace, BAN and Citu
Aug-2005	<p>Announcement of additional asbestos removal by another company, Prestosid, including the training of the so-called training of Indian supervisors of the Indian dismantling company in India – giving a further indication that not all asbestos would be removed in France. Later it becomes clear that Prestosid would not remove any additional asbestos but their task was to temporarily seal the accessible asbestos by spraying a surface treatment substance [Comment: this can be seen as a pure cosmetic operation]</p>	
11-Oct-2005	<p>Appeal Civil Court in Paris confirms the Civil Court verdict that the French Civil Court is not competent on the transfer of the Clem to India because the ship must still be considered as 'war material'.</p> <p>[Comment: This decision shows that the French judicial system declared itself not able to judge whether the export of the hazardous waste, the Clem, to India is done in respect of the EWSR and the Basel Convention.]</p> <p>This court decision means that there is no longer a possibility to keep the Clem in France on legal grounds.</p>	Court Proceedings
20-Oct-2005	French Senat publishes a report on 'the Asbestos Drama in France: for understanding, better compensation and lessons for the future'. The Clem features in this report.	Web
17-Nov-2005	Press Release from the French NGO Coalition about the 'gross lie' of the French Authorities about the asbestos removal exercise: only 70 tons of asbestos are removed instead of the 198 tons (90%) of the 220 tons of asbestos on board. Besides this other hazardous materials (some also containing radioactive materials) are still on board.	Press Release of 17-Nov-2005

Date	F a c t	SourceDoc
06-Dec-2005	<p>The French Asbestos removal company Technopure starts a legal case at the French Civil Court of Paris (TGI Tribunal de Grande Instance). It concerns an injunction against the Panamanian/German SDIC company and the French State concerning the commercial contract to remove the Asbestos. A lot of new information is disclosed that confirms the information released by French NGO coalition on 17 November 2005. Now also the evidence is delivered to the court that at least 130 tons of asbestos is still on board the Clem. The company asks the court to nominate an independent surveyor to clarify what has happened during the commercial contract.</p> <p>The French NGO lawyer asks to become a civil party in the case as it concerns much more asbestos being dumped on poor communities in India than previously declared by French authorities.</p> <p>The lawyer representing the French State pleads the 'incompetence' of the court. Any answer is given to the multiple questions of both the asbestos removal company and the French NGO lawyer.</p> <p>It appears that the French State representatives are attempting to stop the truth being revealed.</p>	Tribunal pleadings
11-Dec-2005	<p>Publication of the Joint Declaration on Implementing Urgent Global Solutions on the eve of the UN Joint Working Group on shipbreaking. The Joint Declaration is signed by 20 groups.</p>	
12-13-Dec-2005	<p>Greenpeace occupies the Clem in the Harbour of Toulon during 25 hours supported by a worldwide coalition of environmental, human rights and anti-asbestos groups. At the same time a new report 'End of Life Ships: the human cost of breaking ships' is launched in Bangladesh, India, Switzerland and France.</p>	
16-Dec-2005	<p>Open letter to French Prime Minister, Dominique de Villepin CC'd to the Minister of Defence, Michèle Alliot-Marie; Minister of Foreign Affairs, Philippe Douste-Blazy; and Minister of Finance, Thierry Breton.</p> <p>The Open Letter is signed by Greenpeace France, Ban Asbestos France and FIDH. Issue: our demands (full decontamination, independent expertise, national shipbreaking strategy) and the position of the French State.</p>	Letter
22-Dec-2005	<p>Ministry of Defence announces that the decision to export the Clem has been taken and that the procedure to execute that decision is going ahead despite all the protests and court cases.</p>	Press release from Ministry of Defence
23-Dec-2005	<p>The Minister of Defence invites the Ban Asbestos France group to come to the Ministry of Defence for a briefing on the situation of the asbestos removal from the Clem. Greenpeace is denied access to the meeting. Two lawyers of Ban Asbestos France attend the meeting in order to get clarity on some legal questions important for the ongoing and future legal proceedings. No new information is given at the meeting except confirmation that the export decision has been taken by the Prime Minister in November and that the procedure to execute that decision is going ahead as planned.</p>	Press statement from coalition
23-Dec-2005	<p>The coalition of the Ban Asbestos Groups, the FIDH and Greenpeace start an injunction against the announced decision to export the Clem. A demonstration at the Indian Embassy happening at the same time in order to get a clear position of India on the issue. The Embassy promises to forward the message to the Indian Government.</p>	Press statement from coalition