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From:	Secretary-General of the European Commission, signed by Mr Jordi AYET PUIGARNAU, Director
date of receipt:	10 April 2019
To:	Mr Jeppe TRANHOLM-MIKKELSEN, Secretary-General of the Council of the European Union
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Subject:	ANNEX to the proposal for a COUNCIL DECISION on the signing, on behalf of the Union, and provisional application of the Protocol on the implementation of the Fisheries Partnership Agreement between the European Community and the Republic of Guinea-Bissau (2019-2024)

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Delegations will find attached document COM(2019) 172 final + ANNEX.

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Brussels, 10.4.2019  
COM(2019) 172 final

ANNEX 1

**ANNEX**

**to the proposal for a**

**COUNCIL DECISION**

**on the signing, on behalf of the Union, and provisional application of the Protocol on the implementation of the Fisheries Partnership Agreement between the European Community and the Republic of Guinea-Bissau (2019-2024)**

**ANNEX 1**  
**PROTOCOL ON THE IMPLEMENTATION OF THE FISHERIES PARTNERSHIP**  
**AGREEMENT BETWEEN THE EUROPEAN COMMUNITY AND THE REPUBLIC**  
**OF GUINEA-BISSAU**  
**(2019-2024)**

*Article 1*  
***Period of application and fishing opportunities***

The fishing opportunities granted to European Union vessels under Article 5 of the Fisheries Partnership Agreement are set out below.

1. During the first and second years of application of the Protocol, fishing opportunities shall be expressed in terms of fishing effort (GRT) as specified below:
  - demersal species (crustaceans, cephalopods and fish) and small pelagics:
    - (a) shrimp freezer trawlers: 3 700 GRT per year;
    - (b) fin-fish and cephalopod freezer trawlers: 3 500 GRT per year;
    - (c) small pelagics trawlers: 15 000 GRT per year;
  - highly migratory species (species listed in Annex 1 to the 1982 United Nations Convention on the Law of the Sea), except the *Alopiidae* family, the *Sphyrnidae* family and the following species: *Cethorinus maximus*, *Rhincodon typus*, *Carcharodon carcharias*, *Carcharinus falciformis*, *Carcharinus longimanus*;
    - (a) tuna freezer seiners and longliners: 28 vessels;
    - (b) pole-and-line tuna vessels: 13 vessels.
2. From the third year of application of the Protocol, fishing opportunities shall be expressed in terms of catch limits per species (TAC) as specified below:
  - demersal species (crustaceans, cephalopods and fish) and small pelagics:
    - (a) shrimp freezer trawlers: 2 500 tonnes per year;
    - (b) fin-fish freezer trawlers: 11 000 tonnes per year;
    - (c) cephalopod freezer trawlers: 1 500 tonnes per year;
    - (d) small pelagics trawlers: 18 000 tonnes per year;
  - highly migratory species (species listed in Annex 1 to the 1982 United Nations Convention on the Law of the Sea), except the *Alopiidae* family, the *Sphyrnidae* family and the following species: *Cethorinus maximus*, *Rhincodon typus*, *Carcharodon carcharias*, *Carcharinus falciformis*, *Carcharinus longimanus*;
    - (a) tuna freezer seiners and longliners: 28 vessels;
    - (b) pole-and-line tuna vessels: 13 vessels.
3. The transition from an effort management system (GRT) to a catch limit system (TAC) shall be accompanied by the implementation of the system of electronic catch reporting (Electronic Reporting System, ERS) and catch data processing. Guidelines designed to ensure uniform application of this system to all industrial fleets shall be drawn up by the Joint Committee before the third year of application of the Protocol.
4. Paragraphs 1 and 2 shall apply subject to the provisions of Articles 8 and 9 of this Protocol.

*Article 2*  
**Duration**

This Protocol and its Annex shall apply for a period of five years from the first day of provisional application pursuant to Article 16, unless notice of termination is given as provided for in Article 15.

*Article 3*  
**Principles**

1. The two parties undertake to promote responsible fishing in Guinea-Bissau's fishing zone on the basis of the principle of non-discrimination. Guinea-Bissau undertakes not to grant more favourable technical conditions than those contained in this Protocol to other foreign fleets operating in its fishing zone that have the same characteristics and target the same species.
2. The parties undertake to ensure that this Protocol is implemented in accordance with Article 9 of the Cotonou Agreement concerning essential elements regarding human rights, democratic principles and the rule of law, and fundamental elements regarding good governance, sustainable development and sound environmental management.
3. The parties undertake to publish and exchange information on any agreement allowing foreign vessels to enter Guinea-Bissau's fishing zone and on the resulting fishing effort, in particular the number of authorisations issued and the catches made.
4. In accordance with Article 5 of the Agreement, EU vessels may engage in fishing activities in Guinea-Bissau's fishing zone only if they are in possession of a fishing authorisation issued under this Protocol as set out in its Annex.

*Article 4*  
**Financial contribution**

1. For the period referred to in Article 1 of the Protocol, the financial contribution referred to in Article 7 of the Fisheries Partnership Agreement shall be EUR 15 600 000 per year.
2. The financial contribution comprises:
  - (a) an annual amount for access to fishery resources in Guinea-Bissau's fishing zone of EUR 11 600 000, and
  - (b) a specific amount of EUR 4 000 000 per year in support of Guinea-Bissau's sectoral fisheries policy.
3. This amount, which corresponds to the fees payable by the vessel owners for the fishing authorisations issued under Article 4 of the Agreement as provided for in Chapter II, is estimated at EUR 4 million.
4. Paragraph 1 shall apply subject to the provisions of Articles 8, 9, 14, 15 and 16 of this Protocol.
5. Payment of the financial contribution pursuant to paragraph 2(a) and (b) above shall be made no later than 90 days after the date of provisional application of the Protocol and no later than 30 days after the anniversary date of the provisional application of the Protocol the following years.
6. The authorities of Guinea-Bissau shall have full discretion regarding the use to which the financial contribution referred to in paragraph 2(a) is put.

7. The payments provided for in this Article shall be paid into a single Public Treasury account opened at Guinea-Bissau's Central Bank, the references of which shall be notified each year by the Ministry responsible for fisheries. The financial contribution for sectoral support referred to in paragraph 2(b) shall be made available to Guinea-Bissau in a Public Treasury account. The authorities of Guinea-Bissau shall notify the European Commission of the relevant bank account numbers on an annual basis.

*Article 5*  
**Sectoral support**

1. Sectoral support under this Protocol shall contribute to the implementation of the national strategy for fisheries and the blue economy. It aims to support the sustainable management of fishery resources and the development of the sector, in particular by:
  - strengthening the monitoring, control and surveillance of fishing activities (including by putting in place an electronic reporting system (ERS) and ensuring it is operational);
  - strengthening the collection and processing of data for scientific purposes and the capacity to analyse and assess fishery resources and fisheries;
  - boosting the capacity of operators in the fisheries sector;
  - supporting small-scale fishing;
  - strengthening international cooperation;
  - improving the conditions for exporting fishery products and promoting investment in the sector;
  - developing infrastructure relevant to fisheries;
  - supporting the blue economy and developing aquaculture.
2. No later than three months after the entry into force or, if applicable, the provisional application of this Protocol, the Joint Committee shall agree on a multiannual sectoral programme and rules for implementing it, in particular:
  - (a) annual and multiannual guidelines for using the financial contribution referred to in Article 4(2)(b);
  - (b) the objectives, both annual and multiannual, to be achieved with a view to promoting sustainable and responsible fishing, taking account of the priorities expressed by Guinea-Bissau in its national fisheries policy or other relevant policies, in particular as regards support for small-scale fisheries, surveillance, monitoring and combating of illegal, undeclared and unregulated fishing (IUU) as well as priorities for reinforcing Guinea-Bissau's scientific capacities in the fisheries sector;
  - (c) the criteria and procedures, including, where appropriate, budgetary and financial indicators, to be used for evaluating the results obtained each year.
3. Any proposed amendments to the multiannual sectoral programme must be approved by both parties within the Joint Committee.
4. Each year Guinea-Bissau shall submit a progress report, to be examined by the Joint Committee, setting out progress made in the projects implemented with sectoral financial support. A final report shall also be submitted by Guinea-Bissau before the Protocol expires.
5. The European Union may revise or suspend, partially or totally, the payment of the specific financial contribution provided for in Article 4(2)(b) of this Protocol in the event of failure to implement this financial contribution or if the results obtained are

inconsistent with the programming, following an evaluation carried out by the Joint Committee.

6. Payment of the financial contribution shall resume, following consultation and agreement between the parties, as soon as this is justified by the results achieved. Nevertheless, the financial contribution may not be paid out beyond a period of six months after the Protocol expires.
7. The parties shall ensure the visibility of actions financed by means of sectoral support.

#### *Article 6*

#### ***Scientific cooperation to ensure responsible fishing***

1. The two parties undertake to promote responsible fishing and to combat illegal, unreported and unregulated (IUU) fishing in Guinea-Bissau's fishing zone, based on the principle of non-discrimination between the various fleets operating in those waters and based on the principles of sustainable management of fishery resources and marine ecosystems.
2. During the period covered by this Protocol, the European Union and Guinea-Bissau shall cooperate to monitor the evolution of stocks and fisheries in Guinea-Bissau's fishing zone.
3. The two parties undertake to promote compliance with the recommendations of the International Commission for the Conservation of Atlantic Tunas (ICCAT) and of the Fishery Committee for the Eastern Central Atlantic (CECAF), as well as cooperation at subregional level regarding the sustainable management of fisheries, particularly within the Subregional Fisheries Commission (CSRP).
4. The two parties shall consult each other within the Joint Committee to adopt, where necessary and by mutual agreement, new measures to ensure the sustainable management of fishery resources.

#### *Article 7*

#### ***Joint Scientific Committee***

1. The Joint Scientific Committee shall be made up of scientists appointed in equal number by each of the two parties. If both parties agree, participation in the Joint Scientific Committee can be extended to include observers, particularly representatives of regional fisheries organisations such as the CECAF.
2. The Joint Scientific Committee shall meet at least once a year in accordance with Article 4(1) of the Fisheries Partnership Agreement. In principle, the meetings should be held alternately in Guinea-Bissau and in the European Union. At the request of one of the parties, other meetings may also be convened. The meetings shall be chaired alternately by the two parties.
3. The duties of the Joint Scientific Committee shall cover in particular the following activities:
  - (a) compiling data on the fishing efforts and catches of national and foreign fleets operating in Guinea-Bissau's fishing zone and fishing for species covered by this Protocol;
  - (b) proposing, monitoring or analysing the annual surveys that contribute to the stock assessment process and allow fishing opportunities to be determined, bearing in mind exploitation options which guarantee the conservation of stocks and their ecosystems;

- (c) drawing up, on this basis, an annual scientific report on the fisheries covered by this Agreement;
  - (d) issuing, on its own initiative or in response to a request from the Joint Committee or from one of the parties, any scientific opinion relating to management measures deemed necessary for the sustainable exploitation of the stocks and fisheries covered by this Protocol.
4. Based on the recommendations and resolutions adopted by ICCAT, and in the light of the best available scientific advice such as that of CECAF and, where appropriate, the findings of the Joint Scientific Committee, the Joint Committee shall adopt measures to ensure the sustainable management of fishery resources covered by this Protocol and affecting the activities of EU fishing vessels.

#### *Article 8*

##### ***Review of fishing opportunities and technical measures***

- 1. In the event that Guinea-Bissau, on the basis of a Joint Scientific Committee opinion, decides to impose closed areas or periods as part of a resource conservation measure, the Joint Committee shall meet to analyse the basis for that decision, assess the impact of this closure on the activity of EU vessels in the context of this Agreement and decide on potential corrective measures.
- 2. In the cases provided for in paragraph 1, the Joint Committee shall agree on a proportional reduction in the financial contribution paid by the EU under the Agreement and on any compensation to be provided to the vessel owners.
- 3. Any closure of a fishery decided by Guinea-Bissau following a scientific opinion shall be applied in a non-discriminatory manner to all the vessels concerned by that fishery, including national vessels and those flying the flag of a third country.
- 4. The fishing opportunities provided for in Article 1 may be revised by mutual agreement in the Joint Committee on the basis of a recommendation from the Joint Scientific Committee. In this case, the financial contribution referred to in Article 4(2)(a) shall be adjusted proportionately on a pro rata basis according to the length of time, and the necessary amendments shall be made to this Protocol and to its Annex.
- 5. The Joint Committee may, where necessary, examine and adapt by mutual agreement the provisions governing fishing activities and the rules for implementing this Protocol and its Annexes, including the arrangements for monitoring sectoral support.

#### *Article 9*

##### ***Experimental fisheries and new fishing opportunities***

- 1. In cases where EU vessels are interested in fishing activities not provided for in Article 1 for the purpose of testing the technical feasibility and the economic viability of new fisheries, licences for carrying out such activities on an exploratory basis may be allocated in accordance with the relevant legislation of Guinea-Bissau. Where possible such exploratory fishing shall be carried out with the support of locally available scientific and technical expertise. The aim of the exploratory fishing trips is to test the technical feasibility and the economic viability of new fisheries.
- 2. To this end, the European Commission shall communicate to the authorities of Guinea-Bissau the applications for exploratory fishing licences on the basis of a technical file indicating:

- (a) the targeted species;
  - (b) the technical characteristics of the vessel;
  - (c) the experience of the vessel's officers with regard to the fishing activities in question;
  - (d) the proposed technical parameters of the trip (length, gear, exploration regions, etc.);
  - (e) the type of data collected to ensure scientific monitoring of the fishing activities' impact on the resource and the ecosystems.
3. Licences for experimental fishing are to be granted for a maximum period of six months. They may be subject to the payment of a fee set by the authorities of Guinea-Bissau.
  4. A scientific observer from the flag State and an observer chosen by Guinea-Bissau shall be present on board throughout the duration of the trip.
  5. The authorities of Guinea-Bissau shall determine the allowable catches for the exploratory fishing trip. Catches consistent with and obtained during the exploratory trip shall remain the property of the vessel owner. Fish of a non-prescribed size or fish whose capture is not allowed under the relevant legislation of Guinea-Bissau may not be held on board or sold.
  6. The detailed results of the trip shall be sent to the Joint Committee and the Joint Scientific Committee for analysis.
  7. In cases where the European fishing vessels are interested in fishing activities not covered by Article 1 of this Protocol, the parties shall consult the Joint Scientific Committee. The parties shall agree on the conditions applicable to these new fishing opportunities and shall amend this Protocol and its Annex accordingly, with effect until the Protocol expires. The financial compensation referred to in Article 4(2)(a) of this Protocol shall be increased accordingly. The fees and other conditions applicable to vessel owners under the Annex shall be amended accordingly.

#### *Article 10*

##### ***Economic integration of EU operators into Guinea-Bissau's fisheries sector***

1. The two parties undertake to promote the economic integration of European operators into Guinea-Bissau's fishing industry as a whole, in particular by setting up joint ventures and building infrastructure.
2. The two parties shall cooperate in order to raise awareness of commercial and industrial opportunities among private European operators, in particular with regard to direct investments, in Guinea-Bissau's fisheries sector as a whole.
3. Guinea-Bissau may give incentives to operators who undertake such investments in pursuit of the same objective.
4. The two parties shall cooperate to identify investment opportunities and financing instruments for the implementation of the actions or projects identified.
5. The Joint Committee shall report annually on the implementation of this Article.

#### *Article 11*

##### ***Exchange of information***

1. The parties undertake to give priority to electronic systems for the exchange of information and documents linked to the implementation of this Protocol.



2. The electronic version of documents provided for in this Protocol shall be considered equivalent to the paper version in every respect.
3. The parties shall inform each other without delay of any malfunction of a computer system. The information and documents relating to the implementation of the Agreement shall then be automatically replaced by their paper version as set out in the Annex.

#### *Article 12*

#### ***Confidentiality of data***

1. The parties undertake to ensure that all nominative data relating to EU vessels and their fishing activities obtained within the framework of the Agreement will, at all times, be processed strictly in accordance with the principles of confidentiality and data protection.
2. The parties shall ensure that only aggregated data is made public on the fishing activities of the EU fleet in Guinea-Bissau's fishing zone in accordance with the corresponding provisions of the ICCAT and other regional and sub-regional fisheries organisations.
3. Data which may be considered confidential must be used by the competent authorities exclusively for the purposes of implementing the Agreement and for fisheries management, monitoring, control and surveillance.
4. With regard to personal data transmitted by the European Union, appropriate safeguards and legal remedies may be established by the Joint Committee in accordance with the General Data Protection Regulation.

#### *Article 13*

#### ***Applicable legislation***

1. The activities of EU fishing vessels operating in Guinea-Bissau waters shall be governed by the relevant legislation of Guinea-Bissau, unless otherwise provided for in the Fisheries Partnership Agreement, this Protocol or the Annex and Appendices thereto.
2. The parties shall notify each other in writing of any changes in their fisheries policy or legislation. Any such regulatory changes having a technical impact on fishing activities shall apply to EU vessels at the end of a period of three months following their official notification.

#### *Article 14*

#### ***Suspension of the Protocol's implementation***

1. The Protocol's implementation, including payment of the financial contribution referred to in Article 4(2)(a) and (b), may be suspended, after consultation within the Joint Committee, if one or more of the following conditions apply:
  - (a) unusual circumstances, other than natural phenomena, prevent fishing activities in Guinea-Bissau's fishing zone;
  - (b) significant changes in the formulation or implementation of the fisheries policy of either one of the parties affecting the provisions of this Protocol;

- (c) activation of the consultation mechanisms laid down in Article 96 of the Cotonou Agreement owing to violation of one of the essential and fundamental elements of human rights set out in Article 9 of that Agreement;
  - (d) non-payment by the European Union of the financial contribution provided for in Article 4(2)(a), for reasons other than those provided for in point (c) of this paragraph;
  - (e) a major and unresolved dispute between the parties on the interpretation or implementation of the Agreement and of this Protocol.
2. Payment of the financial contribution shall resume, after consultation and agreement between the parties, as soon as the situation prior to the events referred to in paragraph 1 has been restored. Nevertheless, the specific financial contribution provided for in Article 4(2)(b) may not be paid out beyond a period of six months after the Protocol expires.
  3. The fishing authorisations granted to EU vessels may be suspended at the same time as the suspension of the payment of the financial contribution under Article 4(2)(a). If resumed, the validity of these fishing authorisations shall be extended for a period equal to the period of suspension of fishing activities. All activities of EU fishing vessels in Guinea-Bissau's fishing zone shall be interrupted during the period of suspension.
  4. Suspension of the Protocol's application shall require the interested party to notify its intention in writing at least three months before the date on which suspension is due to take effect, except in cases as provided for in paragraph 1(c), which shall result in an immediate suspension. In the intervening time the parties shall conduct consultations within the Joint Committee.
  5. In the event of suspension, the parties shall continue to consult with a view to finding an amicable settlement to their dispute. Where a settlement is reached, application of the Protocol shall resume and the amount of the financial contribution shall be reduced proportionately and *pro rata temporis* according to the period during which application of the Protocol was suspended.

*Article 15*  
**Termination**

1. In the event of termination of this Protocol, the party concerned shall notify the other party in writing of its intention to terminate it at least six months before the date on which such termination would take effect.
2. Dispatch of the notification, as referred to in the previous paragraph, shall open consultations between the parties.

*Article 16*  
**Provisional application**

This Protocol and its Annex shall be provisionally applied as from the date of their signature.

*Article 17*  
**Entry into force**

This Protocol and its Annex shall enter into force on the date on which the parties notify each other of the completion of the procedures necessary for that purpose.

**ANNEX TO THE PROTOCOL**  
**CONDITIONS GOVERNING FISHING ACTIVITIES BY EUROPEAN UNION**  
**VESSELS IN GUINEA-BISSAU'S FISHING ZONE**

**CHAPTER I**  
**GENERAL PROVISIONS**

**1. Designation of the competent authority**

For the purposes of this Annex and unless otherwise specified hereinafter, any reference to the European Union (EU) or to Guinea-Bissau as a competent authority shall mean:

- for the EU: the European Commission, where applicable via the EU delegation;
- for Guinea-Bissau: the government department responsible for fisheries.

**2. Authorised fishing zone**

The authorised fishing zone in which EU vessels are permitted to fish shall correspond to the fishing zone of Guinea-Bissau, including the part corresponding to the area managed jointly by Guinea-Bissau and Senegal, in accordance with Guinea-Bissau law and the relevant international conventions to which Guinea-Bissau is a party.

The baselines shall be defined by national law.

**3. Appointment of a local agent**

With the exception of tuna vessels, any EU vessel which plans to obtain a fishing authorisation under the present Protocol must be represented by an agent resident in Guinea-Bissau.

**4. Bank account**

Guinea-Bissau shall notify the EU before the entry into force of the Protocol of the details of the bank account(s) into which the financial sums payable by EU vessels under the Agreement should be paid. The costs of the bank transfers shall be borne by the vessel owners.

**5. Focal points**

The two parties shall inform each other of their respective focal points set up to enable exchanges of information on the implementation of the Protocol, in particular on issues linked to the exchange of aggregate catch and effort data, procedures relating to fishing authorisations and the implementation of sectoral support.

## CHAPTER II FISHING AUTHORISATIONS

### Section 1: Applicable procedures

#### 1. Condition for obtaining a fishing authorisation – eligible vessels

The fishing authorisations referred to in Article 6 of the Agreement shall be issued on condition that the vessel is listed in the EU register of fishing vessels and complies with the provisions of Regulation (EU) No 2017/2403 on the sustainable management of external fishing fleets. All prior obligations of the vessel owner, the master or the vessel itself arising from their fishing activities in Guinea-Bissau under the Agreement must have been met.

#### 2. Application for a fishing authorisation

The EU shall submit to Guinea-Bissau an application for a fishing authorisation in respect of any vessel wishing to fish under the Agreement at least 40 days before the start of the requested period of validity, using the form in the Appendix.

For each initial application for a fishing authorisation on the basis of the Protocol in force, or following a technical change to the vessel concerned, the application shall be accompanied by:

- (a) proof of payment of the flat-rate fee for the requested period of validity of the fishing authorisation;
- (b) the name and address of any local agent for the vessel;
- (c) for trawlers, proof of prepayment of the flat-rate contribution to the costs of the observer;
- (d) for trawlers, certification of the vessel's tonnage, issued by the flag State.

For renewal of a fishing authorisation under the Protocol in force for a vessel whose technical specifications have not been modified, the renewal application shall only be accompanied by proof of payment of the fee and, where applicable, the flat-rate contribution to the costs of the observer.

#### 3. Issue of the fishing authorisation

Guinea-Bissau shall issue the original fishing authorisation no later than 25 days after receipt of the complete application file, and at least 15 days before the beginning of the fishing period. The authorisation shall be sent to the vessel owners:

- for trawlers, through their agents, with a copy to the EU, and
- for tuna vessels, through the EU Delegation in Guinea-Bissau.

In the case of tuna vessels the competent authority shall immediately send, by electronic means, a copy of the fishing authorisation to the vessel owner and, where appropriate, to their local agent, with a copy to the EU. The validity of this copy shall expire on receipt of the original fishing authorisation. This copy, held on board tuna vessels, shall be valid for 40 days and shall be considered equivalent to the original during this period.

Where a fishing authorisation is renewed during the period in which the Protocol applies, the new fishing authorisation must contain a clear reference to the initial fishing authorisation.

The EU shall forward the fishing authorisation to the vessel owner or to their agent. If the EU offices are closed, Guinea-Bissau may issue the fishing authorisation directly to the vessel owner or their agent and send a copy to the EU.

#### **4. List of vessels authorised to fish**

Once the fishing authorisation has been issued, Guinea-Bissau shall immediately draw up, for each category of vessel, the final list of vessels authorised to fish in its fishing zone. This list shall be sent immediately to the national body responsible for supervising fishing, and electronically to the EU.

#### **5. Period of validity of the fishing authorisation**

The fishing authorisations shall be drawn up for a quarterly, half-yearly or yearly period.

In order to establish the start of the period of validity, ‘annual period’ shall mean:

- (a) for the first year of application of the Protocol, the period between the date of its provisional application and 31 December of the same year;
- (b) then, each complete calendar year;
- (c) for the last year of application of the Protocol, the period between 1 January and the date of expiry of the Protocol.

A quarterly or half-yearly validity period shall start on the first of each month. However, fishing authorisations may not be valid beyond 31 December of the year in which they are issued.

#### **6. Keeping the fishing authorisation on board**

The fishing authorisation must be kept on board at all times.

However, tuna vessels and surface longliners shall be authorised to fish as soon as they are included on the provisional list referred to above. These vessels must keep the provisional list on board at all times until their fishing authorisation is issued.

#### **7. Transfer of fishing authorisations**

A fishing authorisation shall be issued for a given vessel and shall not be transferable.

However, in the event of *force majeure* and at the request of the EU, the fishing authorisation shall be replaced by a new authorisation, issued for another vessel similar to the vessel to be replaced.

In this case the fishing authorisation to be replaced shall be returned by the vessel owner or their agent in Guinea-Bissau and a replacement authorisation shall immediately be drawn up by Guinea-Bissau. On return of the authorisation to be replaced, the replacement authorisation shall be issued without delay to the vessel owner or their agent as soon as a technical inspection has been carried out in accordance with point 9 of this Chapter. The replacement authorisation shall take effect on the day on which the authorisation to be replaced is returned.

For trawlers, if the tonnage of the replacement vessel is greater than that of the vessel being replaced, an additional fee shall be calculated in proportion to the difference in tonnage and the remaining validity period. This additional fee shall be paid by the vessel owner when the fishing authorisation is transferred.

Guinea-Bissau shall immediately update the list of vessels authorised to fish. The new list shall be sent immediately to the national body responsible for supervising fishing, and to the EU.

#### **8. Support vessels**

At the request of the EU, Guinea-Bissau shall authorise EU vessels which are holders of a fishing authorisation to be assisted by support vessels. The support vessels shall fly the flag of an EU Member State or belong to an EU company, and may not be equipped for fishing.

Guinea-Bissau shall draw up the list of authorised support vessels and send it immediately to the national body responsible for supervising fishing, and to the EU.

Support vessels must hold an authorisation issued under Guinea-Bissau law for this purpose, subject to payment of an annual fee.

## **9. Technical inspection of trawlers**

Once a year, or following a change in the vessel's tonnage, or where the use of other fishing gear entails a change of fishing category, all EU trawlers shall present themselves in the port of Bissau for a technical inspection, in accordance with the relevant legislation of Guinea-Bissau.

The technical inspection shall verify that the vessel's technical characteristics and the fishing gear on board are in conformity and that health regulations and the rules on the signing-on of national seamen have been complied with.

Guinea-Bissau must carry out the technical inspection no later than 48 hours after the trawler arrives in port, provided that its arrival was notified in advance.

After the technical inspection, Guinea-Bissau shall issue a certificate of conformity to the master of the vessel without delay.

The certificate of conformity shall be valid for a period of one year. However, a new certificate of conformity shall be required in the event of any change to or from the shrimp fishing category. Furthermore, a new certificate of conformity shall be required if the vessel leaves Guinea-Bissau's fishing zone for a period of more than 45 days.

The certificate of conformity must be kept on board at all times.

The costs of the technical inspection shall be borne by the vessel owner and shall be the amount determined by the rates set out in Guinea-Bissau law. These costs may not exceed the amounts paid for the same service by national vessels or vessels flying the flag of a third State.

## **Section 2: Fees and advance payments**

The amount of the flat-rate fee is specified for each category of vessel in the datasheets appended to this Annex. It includes all local and national taxes, with the exception of port taxes and charges for the provision of services.

Where the fishing authorisation is valid for a period of less than one year, the amount of the flat-rate fee shall be adapted in proportion to the requested period of validity. To this shall be added the amounts due for quarterly or half-yearly periods, as the case may be, based on the rates set out in the corresponding datasheets.

CHAPTER III  
**TECHNICAL CONSERVATION MEASURES**

Technical measures applicable to vessels holding a fishing authorisation, relating to the fishing zone, the fishing gear and by-catch limits, are defined for each fishing category in the datasheets appended to this Annex.

Tuna vessels and surface longliners shall comply with all the recommendations adopted by the ICCAT.

CHAPTER IV  
**CATCH REPORTING**

**1. Fishing logbook**

The master of an EU vessel fishing under the Agreement shall be required to keep a fishing logbook. For tuna vessels, the fishing logbook shall be in accordance with the relevant ICCAT resolutions on the collection and transmission of data on fishing activities.

Each day the master shall record in the fishing logbook the quantity of each species, identified by its FAO alpha 3 code, caught and kept on board, expressed in kilograms of live weight or, where necessary, the number of individual fish. For each main species, the master shall also include the bad catch.

Where applicable, the master shall also record each day in the fishing logbook the quantities of each species thrown back into the sea, expressed in kilograms of live weight or, where necessary, the number of individual fish.

The fishing logbook shall be filled in legibly, in block capitals, and shall be signed by the master.

The master shall be responsible for the accuracy of the data recorded in the fishing logbook.

**2. Reporting of catches**

**2.1. Under the effort management system during the Protocol's first and second year of application**

The master shall declare the vessel's catch by submitting to Guinea-Bissau its fishing logbooks for the period of its presence in Guinea-Bissau's fishing zone.

The master shall send the fishing logbooks to Guinea-Bissau, using the e-mail address provided for this purpose. Guinea-Bissau shall confirm receipt thereof immediately by return e-mail.

Alternatively, fishing logbooks may be transmitted in the following manner:

- (a) when passing through a Guinea-Bissau port, the original of each fishing logbook shall be submitted to the representative of the Directorate-General for Industrial Fisheries, who shall confirm receipt thereof in writing;
- (b) when leaving Guinea-Bissau's fishing zone without first passing through a Guinea-Bissau port, the original of each fishing logbook shall be submitted within a period of 14 days after arrival in any other port, and in any case within a period of 30 days after leaving Guinea-Bissau's fishing zone.

The master shall send a copy of all the fishing logbooks to the EU. For tuna vessels and surface longliners, the master shall also send a copy of all the fishing logbooks to one of the following scientific institutes:

- (a) IRD (Institut de recherche pour le développement);

- (b) IEO (Instituto Español de Oceanografía); or
- (c) IPMA (Instituto Português do Mar e da Atmosfêra).

The vessel must again report on its activities and catches if it returns to Guinea-Bissau's fishing zone within the period of validity of its fishing authorisation.

If the provisions of this chapter are not complied with, Guinea-Bissau may suspend the fishing authorisation of the vessel concerned until all missing catch reports have been submitted and penalise the vessel owner pursuant to the relevant provisions of national law. If the offence is repeated, Guinea-Bissau may refuse to renew the fishing authorisation. Guinea-Bissau shall inform the EU immediately of any penalty applied in this context.

## **2.2. Under the quota management system from the Protocol's third year of application**

1. The master of an EU vessel fishing under the Agreement shall keep a fishing logbook in accordance with the relevant ICCAT resolutions and recommendations. The master shall be responsible for the accuracy of the data recorded in the electronic fishing logbook.
2. All EU fishing vessels holding an authorisation issued under this Protocol shall be equipped with an electronic system ('ERS') capable of recording and transmitting data on the vessel's fishing activity ('ERS data').
3. Catches shall be notified in the following manner:
  - (a) the masters of all vessels operating under this Protocol in Guinea-Bissau waters shall fill in the electronic fishing logbook each day and send it via ERS (Appendix 4) or, in the event of malfunction of the system, by e-mail to the fishing monitoring centre (FMC) of the flag State and Guinea-Bissau's FMC within seven days of leaving the fishing zone;
  - (b) the electronic fishing logbook must specify the quantity of each species, identified by its FAO alpha 3 code, caught and kept on board, expressed in kilograms of live weight or, where necessary, the number of individual fish. For each main species, the master shall also include the bad catch. The master shall also record the quantities of each species thrown back into the sea, expressed in kilograms of live weight or, where necessary, the number of individual fish.
4. ERS data shall be transmitted by the vessel to its flag State, which will make them automatically available to Guinea-Bissau. The flag State shall ensure that the data is received and recorded in a computer database enabling the data to be stored securely for at least 36 months.
5. The flag State and Guinea-Bissau shall ensure that they have the necessary IT equipment and software to automatically transmit ERS data in the format set out in point 3 of Appendix 4.
6. ERS data must be transmitted using the electronic means of communication operated by the European Commission to exchange fisheries data in a standardised form.
7. Where the provisions on catch reporting are not complied with, Guinea-Bissau may suspend the fishing authorisation of the vessel concerned until all missing catch reports have been submitted and penalise the vessel owner pursuant to the relevant provisions of national law. If the offence is repeated, Guinea-Bissau may refuse to renew the fishing authorisation. Guinea-Bissau shall inform the EU immediately of any penalty applied in this context.
8. The flag State and Guinea-Bissau shall each designate an ERS correspondent who will act as the point of contact for matters concerning the implementation of this Appendix. The flag State and Guinea-Bissau shall notify each other of the contact details of their ERS correspondents and, where necessary, update that information without delay.

## **3. Transition to an electronic system**



The two parties shall liaise within the Joint Committee on the arrangements for the transition to the electronic catch reporting system (ERS) through which EU vessels will be required to record and communicate to Guinea-Bissau, by electronic means, data on fishing operations carried out under the Agreement as set out in the Appendices to this Annex.

The transition should be completed no later than at the beginning of the third year of the Protocol.

#### **4. Final statement of fees for tuna vessels and surface longliners**

For each tuna vessel and surface longliner, the EU shall draw up, on the basis of its catch reporting, a final statement of the fees owed by the vessel in respect of its annual season for the previous calendar year.

The EU shall send this final statement to Guinea-Bissau and to the vessel owner before 31 May of the year following the year in which the catches were made.

Where the final statement is greater than the flat-rate fee paid to obtain the fishing authorisation, the vessel owner shall pay the outstanding balance to Guinea-Bissau without delay. Where the final statement is less than the flat-rate fee, the remaining amount may not be reclaimed by the vessel owner.

## **CHAPTER V**

### **LANDINGS AND TRANSHIPMENTS**

#### **1. Landing or transhipment of catches**

Where the master of an EU vessel wishes to land or tranship catches from Guinea-Bissau's fishing zone in the port of Bissau, they must notify the representative of the Directorate-General for Industrial Fisheries of the following, at least 24 hours before the landing or transhipment:

- (a) the name of the fishing vessel which will land or tranship;
- (b) the port of landing or transhipment;
- (c) the date and time scheduled for the landing or transhipment;
- (d) the quantity (expressed in kilograms of live weight or, if necessary, the number of individual fish) of each species to be landed or transhipped (identified by its FAO alpha 3 code);
- (e) in the case of transhipment, the name of the receiving vessel.

In the case of transhipment, the master must ensure that the receiving vessel has an authorisation issued by the authorities competent for such an operation.

The transhipment operation must be carried out within the port of Bissau, the geographical coordinates of which shall be transmitted by the competent authorities to the vessel's master and agent. Transhipment at sea is prohibited.

Non-compliance with these provisions shall lead to the imposition of penalties as provided for in Guinea-Bissau law.

#### **2. Contribution in kind for food security**

Trawlers shall be required to land part of their catch in Guinea-Bissau in the interest of the country's food security. Landings shall meet the following requirements:

- 2.5 tonnes per quarter and per vessel for fin-fish/cephalopod vessels;
- 1.25 tonnes per quarter and per vessel for shrimp vessels.

In order to facilitate the implementation of this measure, the contribution per vessel may be grouped together by several vessels and made available cumulatively for several quarters. The landings shall be carried out in the port of Bissau and shall be received by the representative of the Directorate-General for Industrial Fisheries.

A standard receipt for such contributions in kind shall be drawn up and signed each time by the Directorate-General for Industrial Fisheries and returned to the master.

Such landings may be made subject to arrangements to be agreed on between the parties.

## CHAPTER VI

### MONITORING AND INSPECTION

#### 1. Entering and leaving the fishing zone

Any entry into or departure from Guinea-Bissau's fishing zone by an EU vessel holding a fishing authorisation must be notified to Guinea-Bissau within 24 hours of the entry or departure. This period is reduced to 4 hours for tuna vessels and surface longliners.

When notifying its entry or exit, the vessel shall specify in particular:

- (a) the date, time and point of passage scheduled;
- (b) the quantity of all species held on board, identified by its FAO alpha 3 code and expressed in kilograms of live weight or, if necessary, the number of individual fish;
- (c) the product presentation.

Notification shall be given preferably by e-mail or, failing that, by fax or radio, to an e-mail address, a telephone number or a frequency communicated by Guinea-Bissau. Guinea-Bissau shall immediately inform the vessels concerned and the EU of any change to the e-mail addresses, telephone number or transmission frequency.

Any vessel found to be fishing in Guinea-Bissau's fishing zone without having previously notified its presence shall be considered to be an unauthorised fishing vessel.

#### 2. Vessel position messages – VMS

Whilst they are in Guinea-Bissau's fishing zone, EU vessels must be equipped with a satellite monitoring system (Vessel Monitoring System – VMS) to enable automatic and continuous communication of their position, at all times, to the FMC of their flag State.

It is forbidden to move, disconnect, destroy, damage or render inoperative the continuous tracking system using satellite communications placed on board the vessel for the purposes of data transmission or to intentionally alter, divert or falsify data transmitted or recorded by such a system.

Position messages and catch notifications shall be given preferably through the VMS/ERS system or, in the event of malfunction of the system, by e-mail, by fax or by radio. Guinea-Bissau shall immediately inform the vessels concerned and the Union of any change to the e-mail address, telephone number or transmission frequency.

Each position message must contain:

- (a) the vessel identification;

- (b) the most recent geographical position of the vessel (longitude, latitude), with a margin of error of less than 500 metres and with a confidence interval of 99 %;
- (c) the date and time the position is recorded;
- (d) the speed and the course of the vessel, and
- (e) comply with the format set out in Appendix 3.

Any vessel found to be fishing in Guinea-Bissau's fishing zone without having previously notified its presence shall be considered to be a vessel in breach of the rules.

### **3. Inspection at sea or in port**

Inspection at sea in Guinea-Bissau's fishing zone, or in port, of EU vessels holding a fishing authorisation shall be carried out by vessels and inspectors from Guinea-Bissau who are clearly identified as being assigned to carry out fishing checks.

Before boarding, the Guinea-Bissau inspectors shall inform the EU vessel of their decision to carry out an inspection. The inspection shall be carried out by a maximum of two inspectors, who must provide proof of their identity and official position as an inspector before carrying out the inspection. They may be accompanied, where appropriate, by representatives of Guinea-Bissau's national security forces in accordance with the international law of the sea.

The Guinea-Bissau inspectors shall only stay on board the EU vessel for the time necessary to carry out tasks linked to the inspection. They shall carry out the inspection in a way which minimises the impact on the vessel, its fishing activity and cargo.

Guinea-Bissau may authorise inspectors accredited by the European Union to participate in the inspection as observers.

The master of the EU vessel shall allow the Guinea-Bissau inspectors to come on board and carry out their work.

At the end of each inspection, the Guinea-Bissau inspectors shall draw up an inspection report. The master of the EU vessel has the right to include their comments in the inspection report. The inspection report shall be signed by the inspector drawing up the report and the master of the EU vessel.

The Guinea-Bissau inspectors shall give a copy of the inspection report to the master of the EU vessel before leaving the vessel. Guinea-Bissau shall send a copy of the inspection report to the Union within a period of eight days after the inspection.

### **4. Inspection of catches**

During the first two years of the Protocol, when the GRT-based management system is used, spot checks will be carried out, on a rotational basis, on one third of the European trawlers authorised to fish each quarter to check that catches comply with the information recorded in the fishing logbooks.

Each inspection shall be carried out at the end of a trip, giving 24 hours' notice, and may not last for more than four hours.

The inspections shall be carried out at a location the geographical coordinates of which must be transmitted by the competent authorities to the vessel's master and agent.

From the third year of the Protocol, when the quota (TAC)-based management system is used, the frequency of inspections of catches will be reviewed to take account of the verification of catch data introduced with the ERS.

## CHAPTER VII INFRINGEMENTS

### **1. Handling of infringements**

Any infringement of the provisions of this Annex by an EU vessel holding a fishing authorisation must be referred to in an inspection report.

The signature of the inspection report by the master shall be without prejudice to the vessel owner's right of defence in respect of an infringement.

### **2. Detention of a vessel – information meeting**

Where permitted under national law for the reported infringement, any EU vessel having committed an infringement may be forced to cease its fishing activity and, if the vessel is at sea, to return to a Guinea-Bissau port.

Guinea-Bissau shall notify the EU within 48 hours of any detention of an EU vessel holding a fishing authorisation. That notification shall be accompanied by documentary evidence of the reported infringement.

Before taking any measures against the vessel, the master or the cargo, with the exception of measures aimed at protecting evidence, Guinea-Bissau shall organise, at the request of the EU, within one working day of notification of the detention of the vessel, an information meeting to clarify the facts which have led to the vessel being detained and to explain what further action may be taken. A representative of the vessel's flag State may attend this information meeting.

### **3. Penalties for infringements – compromise procedure**

The penalty for the infringement shall be set by Guinea-Bissau pursuant to the relevant provisions of national law.

Where settling the infringement involves legal proceedings, a compromise procedure between Guinea-Bissau and the EU shall take place before the proceedings are launched to determine the terms and level of the penalty. A representative of the vessel's flag State may participate in this compromise procedure. The compromise procedure shall finish at the latest four days after notice is given of the vessel's detention.

### **4. Legal proceedings – bank security**

If the compromise procedure fails and the infringement is brought before the competent court, the owner of the vessel which committed the infringement shall deposit a bank security at a bank designated by Guinea-Bissau, the amount of which, as set by Guinea-Bissau, covers the costs linked to the detention of the vessel, the estimated fine and any compensation. The bank security may not be recovered until the legal proceedings have been concluded.

The bank security shall be released and returned to the vessel owner immediately after judgment has been given:

- (a) in full, if no penalty has been imposed;
- (b) for the amount of the remaining balance, if the penalty is a fine which is lower than the amount of the bank security.

Guinea-Bissau shall inform the EU of the outcome of the legal proceedings within eight days of the judgement being given.

### **5. Release of the vessel**

The vessel and its master shall be authorised to leave the port once the penalty has been paid in a compromise procedure, or once the bank security has been deposited.

## CHAPTER VIII SIGNING-ON OF SEAMEN

### 1. Number of seamen to be signed on

Each EU trawler shall sign on Guinea-Bissau seamen for the period during which its fishing authorisation is valid, subject to the following limits:

- (a) five seamen, for a capacity of less than 250 GRT;
- (b) six seamen, for a capacity of between 250 and 400 GRT;
- (c) seven seamen, for a capacity of between 400 and 650 GRT;
- (d) eight seamen, for a capacity greater than 650 GRT.

The owners of EU vessels shall endeavour to sign on additional national seamen.

### 2. Selection of seamen

The competent authorities of Guinea-Bissau shall draw up and keep up to date an indicative list of qualified seamen who, in particular, have a maritime safety training certificate (under STCW rules) and are candidates to be signed on by EU vessels. That list, and its regular updates, shall be sent to the European Union.

The list shall be drawn up on the basis of criteria which allow skilled and qualified seamen to be selected. The seaman must:

- (a) hold a valid Guinea-Bissau passport;
- (b) be in possession of a valid seaman's registration book stating that they have received basic training on safety at sea for staff of fishing vessels in accordance with current international standards;
- (c) have proven experience of working on industrial fishing vessels;
- (d) hold a valid medical certificate attesting to their fitness to perform duties on board a fishing vessel.

The vessel owner or their agent may choose from this list the seamen to be signed on, and shall notify Guinea-Bissau of their inclusion in the crew.

### 3. Seamen's contracts

The employment contract for the seamen shall be drawn up by the vessel owner or their agent and the seaman, if necessary represented by their trade union, in liaison with Guinea-Bissau. It shall stipulate in particular the date and port of signing on.

The contract shall guarantee the seaman the social security cover applicable to them in Guinea-Bissau. It shall include life assurance and sickness and accident insurance.

A copy of the contract shall be given to the signatories.

The basic working rights laid down in the declaration of the International Labour Organisation (ILO) shall be afforded to Guinea-Bissau seamen. This concerns in particular the freedom of association and effective recognition of the right to collective bargaining, and the elimination of discrimination in respect of employment and occupation.

#### **4. Seamen's wages**

The wages of the Guinea-Bissau seamen shall be paid by the vessel owner. They shall be set before the fishing authorisation is issued and by mutual agreement between the vessel owner or their agent and Guinea-Bissau.

The wages shall not be lower than those of crews on Guinea-Bissau vessels, nor below the ILO standards.

#### **5. Seamen's obligations**

The seaman shall report to the master of the vessel to which they have been appointed the day before the signing-on date stipulated in the contract. The master shall inform the seaman of the date and time of signing on. If the seaman fails to show at the date and time agreed for their boarding, or if their qualifications do not match the master's expectations, the seaman's contract shall be considered to be null and void. They shall be replaced by another Guinea-Bissau seaman, without this delaying the vessel's departure.

### **CHAPTER IX**

#### **OBSERVERS**

##### **1. Observation of fishing activities**

Vessels holding a fishing authorisation shall be subject to a scheme for observing their fishing activities carried out under the Agreement.

For tuna vessels and surface longliners, the two parties shall consult each other as well as interested countries as soon as possible on the definition of a system of regional observers and the choice of the competent fisheries organisation.

Other vessels shall take on board an observer appointed by Guinea-Bissau. If the observer does not appear at the agreed time and place, they shall be replaced so that the vessel can commence its activities without delay.

##### **2. Designated vessels and observers**

When the fishing authorisation is issued, Guinea-Bissau shall inform the EU and the vessel owner, or their agent, of the designated vessels and observers and the times at which the observer will be present on board each vessel. Guinea-Bissau shall immediately inform the EU and the vessel owner or their agent of any change in the designated vessels and observers.

The observer shall not spend more time on board the vessel than is necessary to carry out their duties.

##### **3. Flat-rate financial contribution**

At the time of paying its fee, the vessel owner shall pay Guinea-Bissau a flat-rate sum of EUR 8 000 per year for each trawler, adapted on a pro rata basis according to the duration of the designated vessels' fishing authorisations.

##### **4. Observer's salary**

The salary and social contributions of the observer shall be borne by Guinea-Bissau.

##### **5. Signing-on conditions**

Observers shall be treated on board as officers. However, account must be taken of the technical structure of the vessel when the observer is received on board.

The vessel owner shall bear the costs of providing accommodation and food for the observer on board.

The master shall take all the measures under their responsibility to guarantee the observer's physical safety and general wellbeing.

The observer shall be offered every facility needed to carry out their duties. They shall have access to means of communication and to documents relating to the vessel's fishing activities, in particular the fishing logbook and navigation log, and the parts of the vessel directly linked to their duties.

## **6. Observer's obligations**

Whilst on board the observer shall:

- (e) take all appropriate measures so as not to interrupt or hinder fishing operations;
- (f) respect on-board property and equipment;
- (g) respect the confidential nature of any document belonging to the vessel.

## **7. Observer's boarding and leaving the vessel**

The vessel owner or their agent shall inform Guinea-Bissau, giving 10 days' notice, of the date, time and port of boarding of the observer. If the observer is taken on board in a foreign country, their travel costs to the port of boarding shall be borne by the vessel owner.

Where the observer is not put ashore in a Guinea-Bissau port, the vessel owner shall bear the costs of repatriating the observer to Guinea-Bissau as soon as possible.

## **8. Tasks of the observer**

The observer shall carry out the following duties:

- (a) observe the fishing activities of the vessel;
- (b) verify the position of the vessel during fishing operations;
- (c) perform operations in the context of scientific programmes, including biological sampling;
- (d) note the fishing gear used;
- (e) verify the catch data for catches in Guinea Bissau's fishing zone recorded in the logbook;
- (f) verify the percentages of by-catches on the basis of that defined in the datasheets for each category and estimate the discarded catches;
- (g) send their observations once a day as part of the performance of their duties, including the quantity of catches and by-catches on board.

## **9. Observer's report**

Before leaving the vessel, the observer shall submit a report on their observations to the master of the vessel. The master of the vessel shall have the right to make comments in the observer's report. The report shall be signed by the observer and the master. The master shall receive a copy of the observer's report.

The observer shall submit their report to Guinea-Bissau. Data on catches and discards shall be transmitted to the Scientific Institute of Guinea-Bissau (CIPA), which, after processing and

analysis, shall submit this data to the Joint Scientific Committee referred to in Article 7 of this Protocol. A copy of the observer's report shall be sent electronically to the European Union.



## **Appendices**

<b><u>Appendix 1</u></b>	Fishing authorisation application form
<b><u>Appendix 2</u></b>	Datasheets by category
<b><u>Appendix 3</u></b>	Vessel monitoring system (VMS)
<b><u>Appendix 4</u></b>	Implementation of the electronic system for reporting fishing activities (ERS)

## Appendix 1

### Fishing authorisation application form

#### FISHERIES AGREEMENT GUINEA-BISSAU - EUROPEAN UNION

#### I. APPLICANT

1. Name of applicant:
2. Name of producer organisation (PO) or vessel owner:
3. Address of PO or vessel owner:
4. Tel.: Fax E-mail address:
5. Master's name: Nationality: E-mail address:
6. Name and address of local agent:

#### II. VESSEL IDENTIFICATION

7. Vessel name: .....
8. Flag State: ..... Port of registry: .....
9. External marking: ..... MMSI: ..... IMO No: ..
10. Date of current flag registration (DD/MM/YYYY): .../.../...  
Previous flag, if any: .....
11. Place of construction: ..... Date (DD/MM/YYYY): .../.../...
12. Call frequency: HF: ..... VHF: .....
13. Satellite telephone number: ..... IRCS: .....

#### III. VESSEL TECHNICAL DETAILS

14. Vessel LOA (mts): ..... BOA (mts): .....  
Tonnage (expressed in GT London): .....
15. Engine type: Engine power (in kW):
16. No of crew: .....
17. Conservation method on board:  Ice  Chilling  Mixed  Freezing
18. Processing capacity per day (24 h) in tonnes: .....  
No of fish holds: ..... Total capacity of fish holds (m<sup>3</sup>): .....
19. VMS. Details of the automatic location device:  
Manufacturer: ..... Model: ..... Serial number: .....  
Software version: ..... Satellite operator (MCSP): .....

#### IV. FISHING ACTIVITY

20. Fishing gear authorised:  purse seine  longlines  pole-and-line
21. Place for landing catch: .....
22. Licence period requested from (DD/MM/YYYY) .../.../... to (DD/MM/YYYY) .../.../...

I, the undersigned, hereby certify that the information provided in this application is true and correct and given in good faith.

Done at ....., on .../.../....

Applicant's signature: .....

## Appendix 2

### SHEET 1

#### FISHING CATEGORY 1 – FIN-FISH AND CEPHALOPOD FREEZER TRAWLERS

1. Fishing zone	
Beyond 12 nautical miles from the base line, including the Guinea-Bissau/Senegal joint management area, extending north to the azimuth 268°.	
2. Authorised gear	
2.1 Standard otter trawls and other selective gear are permitted.	
2.2 Outriggers are permitted.	
2.3 No methods or devices may be used, for any fishing gear, to seek to obstruct the mesh of the nets or reduce their selective effect. However, in the interests of reducing wear or damage, protective aprons of netting or other material may be attached, but only to the underside of the codend of a bottom trawl. Such aprons must be attached only to the forward and lateral edges of the codend of the trawl. Protective devices may be used for the top of the trawl, but these must consist of a single section of net of the same material as the codend, with the mesh measuring at least 300 millimetres when stretched out.	
2.4 Doubling of the codend's netting yarn, whether single or multiple, is prohibited.	
3. Minimum authorised mesh	
70 mm	
4. By-catch	
For the first two years of application of the Protocol, vessels may not, at the end of a trip, have on board crustaceans accounting for more than 5 % of their total catch in Guinea-Bissau's fishing zone.	
From the third year of application of the Protocol:	
Fin-fish trawlers may not, at the end of a fishing trip, have on board crustaceans accounting for more than 5 % or cephalopods accounting for more than 15 % of their total catch in Guinea-Bissau's fishing zone. Squid ( <i>Todarodes sagittatus</i> and <i>Todaropsis eblanae</i> ) may be caught and counted among the target species.	
Cephalopod vessels may not, at the end of a fishing trip, have on board fish accounting for more than 60 % or crustaceans accounting for more than 5 % of their total catch in Guinea-Bissau's fishing zone.	
Any by-catch in excess of these authorised limits will lead to penalties under Guinea-Bissau law.	
The two parties shall consult each other within the Joint Committee to adjust the authorised by-catch rates on a recommendation from the Joint Scientific Committee.	
5. Authorised tonnage/fees	
5.1 Authorised tonnage (GRT) for the first two years of the Protocol	3 500 GRT per year
5.2 Fees in EUR per GRT for the first two years of the Protocol	EUR 282 per GRT per year In the case of three-month and six-month authorisations, the fees shall be calculated on a pro rata basis according to the length of time, plus 4 % and 2.5 %, respectively.

5.3 Approved tonnage (TACs) from the third year until the Protocol expires	11 000 tonnes per year for demersal fish 1 500 tonnes per year for cephalopods
5.4 Fees in EUR per tonne from the third year until the Protocol expires	EUR 90 per tonne for demersal fish EUR 270 per tonne for cephalopods

## SHEET 2

### FISHING CATEGORY 2 – SHRIMP TRAWLERS

1. Fishing zone	
Beyond 12 nautical miles from the base line, including the Guinea-Bissau/Senegal joint management area, extending north to the azimuth 268°.	
2. Authorised gear	
2.1 Standard otter trawls and other selective gear are permitted.	
2.2 Outriggers are permitted.	
2.3 No methods or devices may be used, for any fishing gear, to seek to obstruct the mesh of the nets or reduce their selective effect. However, in the interests of reducing wear or damage, protective aprons of netting or other material may be attached, but only to the underside of the codend of a bottom trawl. Such aprons must be attached only to the forward and lateral edges of the codend of the trawl. Protective devices may be used for the top of the trawl, but these must consist of a single section of net of the same material as the codend, with the mesh measuring at least 300 millimetres when stretched out.	
2.4 Doubling of the codend's netting yarn, whether single or multiple, is prohibited.	
3. Minimum authorised mesh	
50 mm.	
4. By-catch	
4.1 Shrimp vessels may not, at the end of a fishing trip, have on board cephalopods accounting for more than 15 % or fish accounting for more than 70 % of their total catch in Guinea-Bissau's fishing zone.	
4.2 Any by-catch in excess of these authorised limits will lead to penalties under Guinea-Bissau law.	
4.3 The two parties shall consult each other within the Joint Committee to adjust the authorised by-catch rates on a recommendation from the Joint Scientific Committee.	
5. Authorised tonnage/fees	
5.1 Authorised tonnage (GRT) for the first two years of the Protocol	3 700 GRT per year
5.2 Fees in EUR per GRT for the first two years of the Protocol	EUR 395 per GRT per year In the case of three-month and six-month authorisations, the fees shall be calculated on a pro rata basis according to the length of time, plus 4 % and 2.5 %, respectively.
5.3 Approved tonnage (TACs) from the third year until the	2 500 tonnes per year

Protocol expires	
5.4 Fees in EUR per tonne from the third year until the Protocol expires	EUR 280 per tonne

**SHEET 3**

**FISHING CATEGORY 3 – POLE-AND-LINE TUNA VESSELS**

<b>1. Fishing zone:</b>		
1.1	Beyond 12 nautical miles from the base line, including the Guinea-Bissau/Senegal joint management area, extending north to the azimuth 268°.	
1.2	Pole-and-line tuna vessels shall be authorised to fish for live bait with a view to engaging in fishing activities in Guinea-Bissau’s fishing zone.	
<b>2. Authorised gear:</b>		
2.1	Pole and line	
2.2	Purse seines with live bait: 16 mm	
<b>3. By-catch:</b>		
3.1	In accordance with the Convention on Migratory Species (CMS) and with ICCAT resolutions, fishing for the basking shark ( <i>Cetorhinus maximus</i> ), white shark ( <i>Carcharodon carcharias</i> ), bigeye thresher shark ( <i>Alopias superciliosus</i> ), hammerhead sharks in the <i>Sphyrnidae</i> family (with the exception of the bonnethead shark), oceanic whitetip shark ( <i>Carcharhinus longimanus</i> ) and the silky shark ( <i>Carcharhinus falciformis</i> ) is prohibited. Fishing for the sandtiger shark ( <i>Carcharias taurus</i> ) and the tope shark ( <i>Galeorhinus galeus</i> ) is prohibited.	
3.2	The two parties shall consult within the Joint Committee to update this list on the basis of scientific recommendations.	
<b>4. Authorised tonnage/fees:</b>		
4.1	Annual flat-rate advance	EUR 2 500 for up to 45.5 tonnes per vessel
4.2	Additional fee per tonne fished	EUR 55 per tonne
4.3	Number of vessels authorised to fish	13 vessels

**SHEET 4**

**FISHING CATEGORY 4 – TUNA FREEZER SEINERS AND LONGLINERS**

Fishing zone:	
Beyond 12 nautical miles from the base line, including the Guinea-Bissau/Senegal joint management area, extending north to the azimuth 268°.	
2. Authorised gear:	
Seine and surface longline	
3. By-catch:	
<p>In accordance with the Convention on Migratory Species (CMS) and with ICCAT resolutions, fishing for the basking shark (<i>Cetorhinus maximus</i>), white shark (<i>Carcharodon carcharias</i>), bigeye thresher shark (<i>Alopias superciliosus</i>), hammerhead sharks in the <i>Sphyrnidae</i> family (with the exception of the bonnethead shark), oceanic whitetip shark (<i>Carcharhinus longimanus</i>) and the silky shark (<i>Carcharhinus falciformis</i>) is prohibited. Fishing for the sandtiger shark (<i>Carcharias taurus</i>) and the tope shark (<i>Galeorhinus galeus</i>) is prohibited.</p> <p>The two parties shall consult within the Joint Committee to update this list on the basis of scientific recommendations.</p>	
4. Authorised tonnage/fees:	
4.1 Annual flat-rate advance	EUR 4 500 for up to 64.3 tonnes per seiner EUR 3 500 for up to 54.5 tonnes per longliner
4.2 Additional fee per tonne caught	EUR 70 per tonne for seiners EUR 55 per tonne for longliners
4.3 Fees for support vessels	EUR 3 000 per year per vessel
4.4 Number of vessels authorised to fish	28 vessels



**SHEET 5**

**FISHING CATEGORY 5 – SMALL PELAGICS VESSELS**

1. Fishing zone	
Beyond 12 nautical miles from the base line, including the Guinea-Bissau/Senegal joint management area, extending north to the azimuth 268°.	
2. Authorised vessels and gear	
Only vessels with a capacity not exceeding 5 000 GT shall be authorised in accordance with Guinea-Bissau law. Authorised gear: pelagic trawl and industrial purse seine.	
3. Minimum authorised mesh	
70 mm for trawls	
4. By-catch	
<p>4.1 Trawlers may not, at the end of a fishing trip, have on board fish other than pelagics accounting for more than 10 %, cephalopods accounting for more than 10 % or crustaceans accounting for more than 5 % of their total catch in Guinea-Bissau's fishing zone.</p> <p>4.2 Any by-catch in excess of these authorised limits will lead to penalties under Guinea-Bissau law.</p> <p>4.3 The two parties shall consult each other within the Joint Committee to adjust the authorised by-catch rates on a recommendation from the Joint Scientific Committee.</p>	
5. Authorised tonnage/fees	
5.1 Authorised tonnage (GRT) for the first two years of the Protocol	15 000 GRT per year
5.2 Fees in EUR per GRT for the first two years of the Protocol	EUR 250 per GRT per year In the case of three-month and six-month authorisations, the fees shall be calculated on a pro rata basis according to the length of time, plus 4 % and 2.5 %, respectively.
5.3 Approved tonnage (TACs) from the third year until the Protocol expires	18 000 tonnes per year
5.4 Fees in EUR per tonne from the third year until the Protocol expires	EUR 100 per tonne (for vessels of more than 1 000 GT) EUR 75 per tonne (for vessels of a tonnage not exceeding 1 000 GT)

**Definition of a trip:**

For the purposes of this Appendix, the duration of a trip by a European vessel is defined as follows:

- the period elapsing between entering and leaving Guinea-Bissau's fishing zone, or
- the period elapsing between entering Guinea-Bissau's fishing zone and a transshipment, or
- the period elapsing between entering Guinea-Bissau's fishing zone and a landing in Guinea-Bissau.

## Appendix 3

### **VESSEL MONITORING SYSTEM (VMS)**

#### **1. Vessel position messages – VMS**

The first position recorded after entry into the Guinea-Bissau zone shall be identified by the code 'ENT'. All subsequent positions shall be identified by the code 'POS', with the exception of the first position recorded after departure from the Guinea-Bissau zone, which shall be identified by the code 'EXI'.

The CSP of the flag State shall ensure the automatic processing and, if necessary, the electronic transmission of the position messages. The position messages shall be recorded in a secure manner and kept for a period of three years.

#### **2. Transmission by the vessel in the event of breakdown of the VMS system**

The master shall ensure at all times that the VMS of their vessel is fully operational and that the position messages are correctly transmitted to the flag State's FMC.

In the event of breakdown, the VMS of the vessel shall be repaired or replaced within 30 days. After that period, the vessel shall no longer be authorised to fish in the Guinea-Bissau zone.

Vessels fishing in the Guinea-Bissau zone with a defective VMS must communicate their position messages by e-mail, radio or fax to the flag State's FMC, at least every four hours, and must provide all the mandatory information.

#### **3. Secure communication of position messages to Guinea-Bissau**

The FMC of the flag State shall automatically send position messages of the vessels concerned to Guinea-Bissau's FMC. The flag State's and Guinea-Bissau's FMCs shall exchange their contact e-mail addresses and inform each other immediately of any change to these addresses.

The transmission of position messages between the flag State's and Guinea-Bissau's FMCs shall be carried out electronically using a secure communication system.

Guinea-Bissau's FMC shall inform the flag State's FMC and the Union of any interruption in the reception of consecutive position messages from a vessel holding a fishing authorisation if the vessel concerned has not notified its exit from the zone.

#### **4. Malfunction of the communication system**

Guinea-Bissau shall ensure the compatibility of its electronic equipment with that of the flag State's FMC and inform the Union immediately of any malfunction as regards the sending and receiving of position messages with a view to finding a technical solution as soon as possible. The Joint Committee shall deal with any dispute that may arise.

The master shall be considered responsible if a vessel's VMS is found to have been tampered with in order to disturb its operation or falsify its position messages. Any infringement shall be subject to the penalties provided for in Guinea-Bissau law.

#### **5. Revision of the frequency of position messages**

On the basis of documentary evidence pointing to an infringement, Guinea-Bissau may ask the flag State's FMC, copying in the Union, to reduce the interval for sending position messages from a vessel to every 30 minutes for a set period of investigation. Guinea-Bissau must send this documentary evidence to the flag State's FMC and to the Union. The flag State's FMC shall immediately send position messages to Guinea-Bissau at the new frequency.

At the end of the set investigation period, Guinea-Bissau shall inform the flag State's FMC and the EU of any monitoring which is required.

## 6. Secure communication of position messages to Guinea-Bissau

Data	Code	Mandatory/optional	Content
Start of record	SR	M	System detail indicating start of record
Addressee	AD	M	Message detail – Addressee Alpha-3 country code (ISO-3166)
From	FR	M	Message detail – Sender Alpha-3 country code (ISO-3166)
Flag State	FS	M	Message detail – Flag State Alpha-3 code (ISO-3166)
Type of message	TM	M	Message detail – Type of message (ENT, POS, EXI, MAN)
Radio call sign (IRCS)	RC	M	Vessel detail – Vessel international radio call sign (IRCS)
Contracting party internal reference number	IR		Vessel detail – Unique contracting party Alpha-3 code (ISO-3166) followed by number
External registration number	XR	M	Vessel detail – Number on side of vessel (ISO 8859.1)
Latitude	LT	M	Vessel position detail – Position in degrees and decimal degrees N/S DD.ddd (WGS84)
Longitude	LG	M	Vessel position detail – Position in degrees and decimal degrees E/W DD.ddd (WGS84)
Course	CO	M	Vessel course 360° scale
Speed	SP	M	Vessel speed in tenths of knots
Date	DA	M	Vessel position detail – Date of record of UTC position (YYYYMMDD)
Time	TI	M	Vessel position detail – Time of recording UTC position (HHMM)
End of record	ER	M	System detail indicating end of record

The following information is required at the time of transmission to allow Guinea-Bissau's CSCP to identify the issuing CSCP:

IP address of the CSCP server and/or DNS references

SSL certificate (complete chain of certification authorities)

Each data transmission is structured as follows:

Characters used must comply with ISO 8859.1.

A double slash (//) and the characters 'SR' indicate the start of a message.

Each data element is identified by its code and separated from the other data elements by a double slash (/).

A single slash (/) separates the field code and the data.

The code 'ER' followed by a double slash (//) indicates the end of the message.

## Appendix 4

### **Implementation of the electronic system for recording fishing activities (ERS)**

#### Recording fishing data and sending statements by ERS

(1) The master of a Union fishing vessel holding an authorisation issued under this Protocol shall, when in the fishing zone:

(a) record each entry into and exit from the fishing zone by a specific message indicating the quantities of each species held on board at the time of such entry into or exit from the fishing zone, and the date, time and position of such entry or exit. This message shall be transmitted to Guinea-Bissau's FMC by ERS or by other means of communication no later than two hours before entry or exit;

(b) record daily the position of the vessel at noon if no fishing was carried out.

(c) record for each fishing operation carried out the position of that operation, the gear type and the quantity of each species caught, distinguishing between catches retained and discarded. Each species must be identified by its FAO 3 alpha code; express quantities in kilograms of live weight or, where necessary, the number of individual fish;

(d) transmit daily to its flag State, and no later than at 24.00, the data recorded in the electronic fishing logbook; this data shall be transmitted for each day spent in the fishing zone, even where no catch has been made. Data shall also be transmitted before leaving the fishing zone.

(2) The master shall be responsible for the accuracy of the data recorded and sent.

(3) In accordance with the provisions of Chapter IV of the Annex to this Protocol, the flag State shall make the ERS data available to Guinea-Bissau's FMC.

Data in UN/CEFACT format shall be transmitted via the FLUX network provided by the European Commission.

Alternatively, until the end of the transition period, the data shall be transmitted via the Data Exchange Highway (DEH) in EU-ERS (v 3.1) format.

The flag State's FMC shall transmit instant messages from the vessel (COE, COX, PNO) automatically and without delay to Guinea-Bissau's FMC. Other types of messages shall also be transmitted automatically once a day from the effective date of use of the UN-CEFACT format or, in the meantime, shall be made available without delay to Guinea-Bissau's FMC, upon request made automatically to the flag State's FMC via the European Commission's central node. As from the effective implementation of the new format, the latter delivery mode will only concern specific requests for historical data.

(4) Guinea-Bissau's FMC shall confirm that it has received the instant ERS data sent to it by means of a return message acknowledging receipt and confirming the validity of the received message. No acknowledgement of receipt shall be provided for data that Guinea-Bissau receives in response to a request it has submitted itself. Guinea-Bissau shall handle all ERS data confidentially.

#### Failure of the electronic transmission system on board the vessel or of the communication system

(5) The flag State's and Guinea-Bissau's FMCs shall inform each other without delay of any event likely to affect the transmission of the ERS data of one or more vessels.

(6) If Guinea-Bissau's FMC does not receive the data to be transmitted by a vessel, it shall notify this to the flag State's FMC without delay. The flag State's FMC shall promptly look for the causes of this non-receipt of ERS data and inform Guinea-Bissau's FMC of the result of those investigations.

(7) Where a failure occurs in the transmission between the vessel and the flag State's FMC, the latter shall notify this without delay to the master or the operator of the ship or to their agent(s). On receipt of this notification, the master of the vessel shall transmit the missing data to the competent authorities of the flag State by any appropriate means of telecommunication every day, no later than 24.00.

(8) In the event of a failure of the electronic transmission system installed on board the vessel, the master or the operator of the vessel shall ensure that the ERS is repaired or replaced within 10 days of detecting the failure. Once that deadline has passed, the vessel shall no longer be authorised to fish in the fishing zone and must leave or call at a Guinea-Bissau port within 24 hours. The vessel shall not be authorised to leave that port or to return to the fishing zone until the FMC of its flag State has established that the ERS system is again functioning correctly.

(9) If the non-receipt of the ERS data by Guinea-Bissau is caused by the failure of the electronic systems under the supervision of the European party or Guinea-Bissau, the party in question shall take prompt action to resolve the problem rapidly. The other party shall be notified once the problem has been resolved.

(10) The flag State's FMC shall send Guinea-Bissau's FMC every 24 hours, using any electronic means of communication available, all ERS data received by the flag State since the last transmission. The same procedure may be applied at the request of Guinea-Bissau in the case of maintenance operations lasting more than 24 hours and affecting the systems under the supervision of the European party. Guinea-Bissau shall inform its competent monitoring services so that Union vessels are not considered to be in breach of their obligation to transmit ERS data. The flag State's FMC shall ensure that the missing data are entered into the electronic database it keeps in accordance with point 3.