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PROPOSAL

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To:	Mr Jeppe TRANHOLM-MIKKELSEN, Secretary-General of the Council of the European Union
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Subject:	ANNEXES to the proposal for a Council Decision on the conclusion of the Protocol on the implementation of the Fisheries Partnership Agreement between the Republic of Côte d'Ivoire and the European Community (2018-2024)

Delegations will find attached document COM(2018) 503 final - ANNEX.

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ANNEXES 1 to 2

ANNEXES

to the

proposal for a Council Decision

on the conclusion of the Protocol on the implementation of the Fisheries Partnership Agreement between the Republic of Côte d'Ivoire and the European Community (2018-2024)

ANNEX I

PROTOCOL ON THE IMPLEMENTATION OF THE FISHERIES PARTNERSHIP AGREEMENT BETWEEN THE EUROPEAN UNION AND THE REPUBLIC OF CÔTE D'IVOIRE

(2018-2024)

Article 1

Period of application and fishing opportunities

1. From the date of the provisional application and for a period of six (6) years, the fishing opportunities granted under Article 5 of the Agreement shall be as follows:

   – freezer tuna seiners: 28 vessels.

   – surface longliners: 8 vessels.

   These fishing opportunities target fishing for highly migratory species (species listed in Annex 1 to the 1982 United Nations Convention), with the exception of species which are protected or prohibited in the framework of the International Commission for the Conservation of Atlantic Tunas (ICCAT) or other international agreements.

2. Paragraph 1 shall apply subject to Articles 5 and 6 of this Protocol.

3. Vessels flying the flag of a Member State of the European Union (hereinafter 'EU vessels') may engage in fishing activities in Côte d'Ivoire's fishing zone only if they are in possession of a fishing licence for that zone under this Protocol.

Article 2

Transparency

Côte d'Ivoire undertakes to exchange information relating to any agreement authorising access to other foreign vessels in its fishing zone, in particular the number of authorisations issued and catches made, in accordance with the provisions of Article 11 of this Protocol.

Côte d'Ivoire shall also provide data on the fishing effort of Ivorian tuna vessels with an industrial fishing licence.

Article 3

Financial contribution - Methods of payment

1. The financial contribution referred to in Article 7 of the Fisheries Partnership Agreement shall be EUR 682 000 per year, or a total of EUR 4 092 000 for the period referred to in Article 1.

2. The financial contribution comprises:

   (a) an annual amount for access to Côte d'Ivoire's fishing zone of EUR 330 000 for the first and second years of application of the Protocol

and EUR 275 000 for the remaining years, equivalent to a reference tonnage of 5 500 tonnes per year; and

(b) a specific annual amount of EUR 352 000 for the first two years of application of the Protocol and EUR 407 000 for the following years, the purpose of which is to support the implementation of the sectoral fisheries policy in Côte d'Ivoire.

3. In addition, vessel owners shall make an annual financial contribution estimated at EUR 330 400 for access to Côte d'Ivoire's fishing zone in accordance with the arrangements laid down in Chapter II of the Annex.

4. Paragraph 2 shall apply subject to Articles 4, 5, 6 and 9 of this Protocol and Articles 12 and 13 of the Fisheries Partnership Agreement.

5. If the overall quantity of catches by EU vessels in the Ivorian fishing zone exceeds the reference tonnage, the amount of the annual financial contribution shall be increased by EUR 60 for each additional tonne caught during the first two years of the Protocol and by EUR 70 for the following years. However, the total annual amount paid by the European Union shall not be more than twice the figure indicated in Article 3(2)(a). If the quantities caught by EU vessels exceed the quantities corresponding to twice the total annual amount, the amount due for the quantity exceeding that limit shall be paid the following year.

6. Payment of the financial contribution laid down in paragraph 1 shall be made no later than 90 days after the date of provisional application of the Protocol in the first year and no later than the renewal date of the Protocol in the following years.

7. The Ivorian authorities shall have full discretion regarding the use to which the financial contribution referred to in paragraph 2(a) is put.

8. The financial contribution referred to in paragraph 2(a) shall be paid to the Public Treasury of Côte d'Ivoire.

The financial contribution referred to in paragraph 2(b) shall be paid into a dedicated account for the implementation of sectoral support opened with the bank of the Public Treasury of Côte d'Ivoire.

(a) The Ivorian authorities shall notify the European Union of the relevant bank account numbers on an annual basis.

(b) Each of these financial contributions shall be included in the State budget and shall be subject to the Ivorian public finance management rules and procedures.

Article 4

Sectoral support

1. Sectoral support, under this Protocol, shall contribute to the implementation of the Strategic Plan for the Development of Livestock, Fisheries and Aquaculture (PSDEPA) of Côte d'Ivoire. Its aim is to sustainably manage inland and maritime fisheries resources by, in particular:

– improving monitoring, control and surveillance of fisheries activities;

– improving scientific knowledge of fish stocks;

– improving fisheries statistics;

– supporting small-scale fishing;

– strengthening international cooperation;

– supporting the blue economy and developing aquaculture.

2. No later than three months after the start of provisional application of this Protocol, the European Union and Côte d'Ivoire shall agree, within the Joint Committee set up under Article 9 of the Agreement, on a multiannual sectoral programme and detailed implementing rules, in particular:

(a) The annual and multiannual guidelines for using the financial contribution referred to in Article 3(2)(b).

(b) The objectives to be achieved and the activities to be carried out on an annual and multiannual basis in order to promote responsible and sustainable fisheries, taking account of the priorities expressed by the Republic of Côte d'Ivoire in its national fisheries and aquaculture policy.

(c) The criteria and procedures used for evaluating the results obtained, on an annual basis.

3. Any proposed changes to the multiannual or annual sectoral programme or to the use of the specific amounts for the initiatives to be carried out shall be notified in advance to the European Commission and be approved by the two Parties within the Joint Committee, where appropriate by exchange of letters.

4. Each year, the Parties shall carry out an evaluation within the Joint Committee of the progress made in implementing the multiannual sectoral programme. Where this evaluation indicates that the achievement of the objectives of the financial contribution of Article 3(2)(b) is not in line with the programming or where the implementation of the financial contribution is deemed insufficient by the Joint Committee, the contribution may be reviewed or suspended.

Payment of the financial contribution shall resume after consultation and agreement by both Parties when the results of the implementation of the sectoral support comply with the programming adopted by the Joint Committee.

The two Parties shall continue to monitor the sectoral support until the specific financial contribution provided for in Article 3(2)(b) has been used up, if necessary after this Protocol expires.

However, except in cases of *force majeure*, this specific financial contribution may not be paid out beyond a period of six months after this Protocol expires.

Article 5

Scientific and technical cooperation to ensure responsible fishing

1. The Parties hereby undertake to promote responsible fishing in Ivorian waters on the basis of the principle of non-discrimination between the different fleets fishing in those waters.

2. During the period covered by this Protocol, the European Union and the Ivorian authorities shall cooperate to monitor the evolution of catches, the fishing effort and the state of fisheries resources in the Ivorian fishing zone.

3. The Parties undertake to promote cooperation at subregional level on responsible fishing, in particular within the International Commission for the Conservation of Atlantic Tunas (ICCAT) and any other subregional or international organisation concerned. The Parties undertake to comply with all ICCAT recommendations.

4. In accordance with Article 4 of the Agreement and on the basis of the recommendations and resolutions adopted within the ICCAT, and in the light of the best available scientific advice, the Parties shall consult each other within the Joint Committee and adopt, where appropriate after a scientific meeting, measures to ensure the sustainable management of fisheries resources affecting the activities of EU vessels.

5. The Parties shall work together to strengthen the mechanisms for control, inspection and the combating of illegal, unreported and unregulated fishing in the Republic of Côte d'Ivoire.

Article 6

Review of fishing opportunities and technical measures by mutual agreement

1. The fishing opportunities referred to in Article 1 may be increased by mutual agreement provided that the consultations referred to in Article 5(4) confirm that such an increase will not endanger the sustainable management of the resources of the Republic of Côte d'Ivoire. In this case the financial contribution referred to in Article 3(1) shall be increased proportionately and *pro rata temporis*.

2. Conversely, if the Parties agree to adopt a reduction in the fishing opportunities provided for in Article 1, the financial contribution shall be reduced proportionately and *pro rata temporis*.

3. The allocation of the fishing opportunities among different categories of vessels may also be reviewed, following consultations and by mutual agreement between the Parties, provided that any changes comply with recommendations made at the scientific meeting referred to in Article 5(4) regarding the management of stocks liable to be affected by such redistribution. The Parties shall agree on the corresponding adjustment of the financial contribution where the redistribution of fishing opportunities so warrants.

4. The Joint Committee may, where necessary, examine and adapt the technical conditions governing fishing activities and the rules for the implementation of the sectoral support provided for in this Protocol.

Article 7

New fishing opportunities and exploratory fishing

1. Should EU vessels be interested in fishing activities which are not indicated in Article 1, the European Union shall consult the Republic of Côte d'Ivoire in order to seek authorisation for these new activities. In the course of these consultations, the Parties shall take account of the relevant scientific opinions, in particular opinions issued by regional or subregional fisheries organisations. Where appropriate, the Parties shall agree on the conditions applicable to these new fishing opportunities

and on the implementation of multiannual management plans. They shall, if necessary, make amendments to this Protocol and to the Annex hereto.

2. Following the consultations laid down in Article 5(4), the Parties may authorise exploratory fishing surveys in the Ivorian fishing zone to test the technical feasibility and the economic viability of new fisheries.

2.1. To this end, the European Union shall communicate to the Ivorian authorities the applications for exploratory fishing licences on the basis of a technical file indicating:

- the technical characteristics of the vessel;
- the vessel's officers' level of expertise in the relevant fishery;
- the proposal for the technical parameters of the trip (length, gear, exploration regions, etc.).

2.2. The exploratory fishing trips shall have a maximum duration of six months. They shall be subject to the payment of a fee set by the Ivorian authorities.

2.3. A scientific observer from the flag State and an observer chosen by the Ivorian authorities shall be present on board throughout the duration of the trip.

2.4. Catches consistent with and obtained during the exploratory trip shall remain the property of the vessel owner.

2.5. The detailed results of the trip shall be sent to the Joint Committee for analysis.

Article 8

Applicable legislation

1. The activities of EU fishing vessels operating in Ivorian waters shall be governed by the applicable law in Côte d'Ivoire, unless otherwise provided in the Agreement and this Protocol.

2. The Ivorian authorities shall immediately inform the European Union of any change or any new legislation relating to the fishing sector.

3. The European Union shall inform the Ivorian authorities of any change or any new legislation relating to the fishing activities of the European Union distant-water fleet.

Article 9

Suspension of the implementation of the Protocol

1. The implementation of this Protocol may be suspended at the initiative of one of the two Parties after consultation within the Joint Committee, if one or more of the following conditions apply:

(a) unusual circumstances, as defined in Article 2(h) of the Fisheries Partnership Agreement, preventing fishing activities in the Ivorian 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 Articles 8 and 96 of the Cotonou Agreement owing to a violation of essential and fundamental elements regarding 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 3(2)(a), in accordance with the provisions of paragraph 5 of this Article;

(e) a serious and unresolved dispute between the two Parties within the Joint Committee on the application or the interpretation of this Protocol.

2. Where the application of the Protocol is suspended for reasons other than those given in paragraph 1(c) above, the Party concerned shall be required to notify its intention in writing at least three months before the date on which suspension is due to take effect. Suspension of the Protocol for the reasons given in paragraph 1(c) shall apply immediately after the suspension decision has been taken.

3. In the event of suspension, the Parties shall continue to consult with a view to finding an amicable settlement to their dispute. Where such 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.

4. 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 3(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.

5. Save as provided for in paragraph 1 of this Article, if the European Union omits to make the payment laid down in Article 3(2)(a), the Ivorian authorities shall officially inform the European Union of the non-payment. The latter shall perform the appropriate checks and, where necessary, transmit the payment within no more than 60 days of the date of receipt of the official request.

If no payment has been made by this deadline, without proper justification, the Ivorian authorities shall be entitled to suspend application of the Protocol in accordance with the provisions set out in paragraphs 2, 3 and 4 of this Article. Application of the Protocol shall resume as soon as the payment concerned has been made.

Article 10

Electronic communication

1. The Republic of Côte d'Ivoire and the European Union shall ensure proper operation of the IT systems required for the electronic exchange of all the information and documents relating to the implementation of the Agreement.

2. The electronic form of a document will be considered equivalent to the paper version in every respect.

3. The Republic of Côte d'Ivoire and the EU shall inform each other of any malfunction of an IT system as soon as possible. The information and documents relating to the implementation of the Agreement shall then be automatically replaced by their paper version.

Article 11

Confidentiality of data

The Republic of Côte d'Ivoire and the European Union shall ensure that all nominative data relating to EU vessels and their fishing activities obtained within the framework of the Agreement and this Protocol are, at all times, processed strictly in accordance with their respective principles of confidentiality and data protection.

The Parties shall ensure that only aggregated data for tuna fishing activities in the Ivorian fishing zone are made public, in conformity with the corresponding provisions of the ICCAT and other regional or subregional fisheries organisations.

Data considered confidential must be used by the competent authorities exclusively for the purposes of implementing the Agreement and this Protocol.

Article 12

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 the Protocol at least six (6) 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 13

Provisional application

This Protocol shall apply provisionally from the date of its signature by the Parties.

Article 14

Entry into force

This Protocol shall enter into force on the date on which the Parties notify each other of the completion of the procedures necessary for this purpose.

For the European Union *For the Republic of Côte d'Ivoire*

ANNEX

Conditions governing fishing activities by European Union vessels in Côte d'Ivoire'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 the Republic of Côte d'Ivoire as a competent authority shall mean:

for the European Union: the European Commission, where applicable via the Delegation of the European Union in Côte d'Ivoire;

for the Republic of Côte d'Ivoire: the Minister responsible for fisheries.

2. Fishing zone

The Côte d'Ivoire authorities shall send the competent EU services the geographic coordinates of the Ivorian fishing zone from the base line, as soon as possible.

EU vessels may carry out fishing activities in waters beyond 12 nautical miles from the base line subject to the provisions of point 3 below.

3. Zones closed to shipping and to fishing

Côte d'Ivoire shall inform vessel owners and the European Union of the boundaries of the areas in which shipping and fishing are prohibited when issuing the fishing licence. Any changes to these zones shall be notified to the European Party as soon as possible.

4. Bank account

Côte d'Ivoire shall send the European Union the details of the Public Treasury account into which the financial sums payable by EU vessels under the Agreement should be paid, before the provisional application of the Protocol. The associated bank transfer costs shall be borne by vessel owners.

CHAPTER II

FISHING AUTHORISATIONS

For the purposes of applying the provisions of this Annex, the term 'licence' shall be equivalent to the term 'fishing authorisation', as laid down in European legislation.

Section 1: Applicable procedures

1. Conditions for obtaining a fishing licence – eligible vessels

Only eligible vessels may obtain a licence to fish in the Ivorian fishing zone. For this, they must be entered in the register of EU fishing vessels and comply with the provisions of Regulation (EU) No 2017/2403 on the sustainable management of external fishing fleets.

For a vessel to be eligible, the owner, the master and the vessel itself must not be prohibited from fishing in Côte d'Ivoire. They must be in order vis-à-vis the Ivorian authorities insofar as they must have fulfilled all prior obligations arising from their fishing activities in Côte d'Ivoire under fisheries agreements concluded with the EU.

2. Licence applications

The relevant EU authorities shall submit, by electronic means or by any other expeditious method, to the Ministry responsible for fisheries in Côte d'Ivoire, an application for each vessel wishing to fish under the Agreement at least thirty working days before the date of commencement of the period of validity requested.

Applications shall be submitted to the Ministry responsible for fisheries on a form drawn up in accordance with the specimen in Appendix 1.

All licence applications shall be accompanied by the following documents:

– proof of payment of the flat-rate advance for the period of validity of the licence;

– the seaworthiness certificate of the vessel;

– the vessel insurance certificate;

– a recent colour photograph of the vessel (side view), indicating clearly the name of the vessel and its registration number;

– an illustration and a detailed description of the fishing gear used.

For the renewal of a licence under the Protocol in force for a vessel whose technical specifications have not been modified, the renewal application shall be accompanied only by proof of payment of the fee.

3. Flat-rate fee

The fee shall be paid into the account specified by the Ivorian authorities in accordance with Chapter I, paragraph 4 of this Annex.

The fees shall include all national and local charges, with the exception of port taxes and service charges.

4. Provisional list of vessels authorised to fish

Once it has received the fishing authorisation applications and notification of payment of the advance, Côte d'Ivoire shall draw up the provisional list of applicant vessels. This list shall

immediately be sent electronically to the EU and the national authority responsible for supervising fishing. Vessels shall be authorised to fish as soon as they are included on the provisional list. Vessels must keep a copy of the provisional list on board at all times until their fishing authorisation is issued.

5. Issuing of licences

Licences for all vessels shall be issued to vessel owners or their representatives, where applicable through the Delegation of the European Union to Côte d'Ivoire, within 21 working days of receipt of all the documents referred to in point 2 above by the Ministry responsible for fisheries in Côte d'Ivoire.

Licences shall be valid for a maximum of one year and are renewable.

6. List of vessels authorised to fish

Once the licence is issued, the Republic of Côte d'Ivoire shall immediately draw up the final list of vessels authorised to fish in the Ivorian zone. This list shall be sent immediately to the national body responsible for monitoring fishing and to the EU and shall replace the provisional list referred to above.

7. Licence transfer

Licences shall be issued for a specific vessel and shall not be transferable. However, at the request of the EU and where *force majeure* is proven, such as in the event of the loss or prolonged immobilisation of a vessel due to a serious technical failure, the licence of one vessel shall be replaced by a new licence for another vessel of the same fishing category as referred to in Article 1 of the Protocol and belonging to the same vessel owner, the same association of vessel owners or the same producers' organisation, with no further fee being charged. In this case, the calculation of the catch levels to determine whether an additional payment should be made shall take account of the sum of the total catches of the two vessels.

The owner of the vessel to be replaced, or his or her representative, shall return the cancelled licence to the Ministry responsible for fisheries in Côte d'Ivoire via the EU Delegation.

The new licence shall take effect on the day that the vessel's owner returns the cancelled licence to the Ministry responsible for fisheries in Côte d'Ivoire. The EU Delegation to Côte d'Ivoire shall be informed of the licence transfer.

8. Keeping a licence on board

The licence must be held on board at all times. Vessels shall, however, be authorised to fish as soon as they are included on the provisional list mentioned in paragraph 4 of this Chapter.

9. Support vessels

At the request of the EU, and following an examination by the Ivorian authorities, Côte d'Ivoire shall authorise EU fishing vessels holding a fishing licence to be assisted by support vessels.

The support vessels may not be equipped for fishing. This support must not include refuelling or the transhipment of catches.

Support vessels are subject to the same procedure as regards the sending of applications for fishing authorisations set out in this Chapter, to the extent applicable. Côte d'Ivoire shall draw up a list of authorised support vessels and send it to the EU immediately.

These vessels shall be subject to the payment of an annual fee of EUR 3 500.

Section 2: Fees and advance payments

1. For tuna seiners and surface longliners, the fee per tonne caught within the Ivorian fishing zone shall be set at:

   – EUR 60 for the first and second years of application of the Protocol;

   – EUR 70 for the third, fourth, fifth and sixth years.

2. Licences shall be issued once the following annual flat-rate advance fees have been paid to the competent national authorities:

   (a) For tuna seiners:

   – EUR 7 620 per vessel, equivalent to fees due for 127 tonnes per year during the first and second years of application of the Protocol;

   – EUR 8 890 per vessel, equivalent to fees due for 127 tonnes per year for the third, fourth, fifth and sixth years.

   (b) For surface longliners:

   – EUR 2 400 per vessel, equivalent to fees due for 40 tonnes per year during the first and second years of application of the Protocol;

   – EUR 2 800 per vessel, equivalent to fees due for 40 tonnes per year for the third, fourth, fifth and sixth years.

Where a licence is for less than one year, the amount of the fee shall be in proportion to the term of the licence in accordance with Côte d'Ivoire legislation. However, for tuna seiners, the term of the licence may not be less than 12 months.

3. The EU shall draw up for each vessel a statement of catches and a statement of fees owed by the vessel in respect of its annual season for the previous calendar year. It shall forward these statements to the authorities of Côte d'Ivoire at the latest by the end of April of the current year. Côte d'Ivoire may challenge those statements, on the basis of documentary proof, within thirty (30) days of their receipt. In the case of disagreement, the Parties shall consult each other in the Joint Committee. If Côte d'Ivoire does not object within thirty (30) days, the statements are deemed to have been adopted.

4. 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 the Republic of Côte d'Ivoire within 45 days unless he/she contests the payment. However, if the amount of the final statement is lower than the advance referred to in point 2 of this Section, the resulting balance shall not be reimbursable to the vessel owner.

CHAPTER III

CATCH REPORTING

1. Fishing logbook

The master of a Union vessel fishing under the Agreement shall keep a fishing logbook, in accordance with the relevant ICCAT recommendations and resolutions for seiners and longliners.

The fishing logbook shall be completed by the master for each day the vessel is present in the Ivorian fishing zone.

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. Transmission of the catch reports

At the end of each trip, the master shall report the vessel's catch by sending Côte d'Ivoire an electronic copy of its fishing logbooks for the period of its presence in the Ivorian fishing zone. At the same time he shall send a copy to the Centre de Recherches Océanologiques de Côte d'Ivoire (Ivorian Oceanology Research Centre – CRO) and to one of the following scientific institutes:

i. Institut de recherche pour le développement (IRD);

ii. Instituto Español de Oceanografía (IEO);

iii. IPMA (Instituto Português do Mar e da Atmosfèra).

When leaving the Ivorian fishing zone before the end of the trip, without first passing through an Ivorian port, the fishing logbook shall be sent within a period of seven days after leaving the Ivorian fishing zone.

If they cannot be sent by e-mail, the catch reports can be sent either by post or by fax.

The email address and telephone and fax numbers to be used shall be sent by the Ivorian authorities prior to the provisional application of this Protocol. Côte d'Ivoire shall immediately inform the vessels concerned and the EU of any change to these contact details.

If the provisions set out in this Chapter are not complied with, the Government of Côte d'Ivoire reserves the right to suspend the licence of the offending vessel until formalities have been completed and to apply the penalty laid down in current

Ivorian legislation to the vessel owner. The European Union and the flag Member State shall be informed thereof.

3. Transition to an electronic reporting system (ERS)

The two Parties indicate their shared willingness to ensure, during the first year of application of this Protocol, a transition to an electronic system of communication and transmission of data relating to fishing activities, including the daily transmission of catch data reports.

The Parties agree to determine together the terms of this transition within the Joint Committee in order to make the system operational as soon as possible.

CHAPTER IV

TECHNICAL MEASURES

The technical measures applicable to the vessels holding a fishing licence, relating to the fishing zone, authorised gear and prohibited species, shall be defined in the technical sheet contained in Appendix 2 to this Annex.

Vessels shall comply with the measures and recommendations adopted by the ICCAT in the region regarding fishing gear and fish aggregating devices (FADs), the technical specifications thereof and all other technical measures applicable to their fishing activities.

CHAPTER V

MONITORING, CONTROL AND SURVEILLANCE

SECTION I Control and inspection

1. Entering and leaving the zone

1.1. At least three hours in advance, EU vessels shall notify the competent Ivorian authorities responsible for fisheries control of their intention to enter or leave the Ivorian fishing zone.

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

i. the date, time and point of passage scheduled;

ii. the quantity of each 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;

iii. the nature and presentation of the product.

1.2. This information should preferably be communicated by e-mail or, failing that, by fax. The Republic of Côte d'Ivoire shall immediately confirm receipt thereof.

1.3. Vessels found to be fishing without having informed the competent Côte d'Ivoire authority shall be regarded as vessels in breach of the rules.

2. Inspection procedures

2.1. Masters of EU fishing vessels engaged in fishing activities in Ivorian waters shall allow any Ivorian official responsible for the inspection and control of fishing activities to discharge their duties.

2.2. These officials shall not remain on board for longer than is necessary for the discharge of their duties.

At the end of each inspection, the Ivorian inspectors shall draw up an inspection report. The master of the EU vessel shall have the right to include their comments in the inspection report. The inspection report shall be signed by the inspector drawing up the report and by the master of the EU vessel. The signing of the inspection report by the master shall be without prejudice to the vessel owner's right of defence in respect of any infringement found. If the master refuses to sign this document, he or she shall specify the reasons for doing so in writing and the inspector shall write 'Refused to sign' on it. The Ivorian inspectors shall issue a copy of the inspection report to the master of the EU vessel before leaving.

2.3. Côte d'Ivoire may authorise the EU to take part in inspections as an observer.

3. Participatory monitoring in the fight against IUU fishing

In order to strengthen monitoring of fishing on the high seas and the fight against IUU fishing, EU fishing vessels shall report the presence of any vessels in the Ivorian fishing zone that are suspected of conducting illegal fishing activities.

4. Landings and transshipments

4.1. All EU vessels wishing to land or transship catches in Ivorian waters shall do so only in or off Ivorian ports.

4.2. The owners of these vessels must notify the following information to the competent Ivorian authorities at least 24 hours in advance:

- the names of the landing or transshipping fishing vessels;
- in the case of transshipment, the name, IMO number and flag of the receiving vessel;
- the tonnage by species to be landed or transshipped;
- the day and place of the transaction.

4.3. In the case of transshipment, the masters of the vessels must send the catch reports to the competent Ivorian authorities.

4.4. Masters of EU fishing vessels engaged in landing or transshipment operations in Côte d'Ivoire shall allow and facilitate the inspection of such operations by duly mandated inspectors, who are recognisable as such. Once the inspection has been completed, a copy of the report shall be issued to the master of the vessel.

Section II: Satellite-based vessel monitoring system (VMS)

1. Vessel position messages

Whilst they are in the Ivorian fishing zone, EU vessels holding a licence 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 Fisheries Monitoring Centre (FMC) of their flag State.

The position messages shall comply with the specifications relating to the geographical position of vessels included in the ICCAT recommendations. These messages must be configured according to the format specified by the applicable ICCAT standards.

The FMC 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 his vessel is fully operational and that the position messages are correctly transmitted to the FMC of the flag State.

In the event of breakdown, the VMS of the vessel shall be repaired or replaced within one month. After that period, the vessel shall no longer be authorised to fish in the Ivorian fishing zone.

Vessels fishing in the Ivorian fishing zone with a defective VMS system must communicate their position messages by e-mail, radio or fax to the FMC of the flag State, at least every four hours, and must provide all the compulsory information detailed under point 1.

3. Secure communication of position messages to Côte d'Ivoire

The FMC of the flag State shall automatically send the position messages of the vessels concerned to the Ivorian FMC using a secure electronic communication system.

The FMC of the flag State and the Ivorian FMC shall exchange their contact e-mail addresses and inform each other immediately of any change to these addresses.

The FMC of the Republic of Côte d'Ivoire shall inform the FMC of the flag State and the European Union of any interruption in the receiving of consecutive position messages from a vessel holding a licence, where the vessel concerned has not notified its departure from the fishing zone.

4. Malfunction of the communication system

Côte d'Ivoire shall ensure the compatibility of its electronic equipment with that of the FMC of the flag State and inform the EU immediately of any malfunction as regards the communication and receiving of position messages with a view to finding a technical solution as soon as possible. The Joint Committee shall deal with any disputes that 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 infringements shall be subject to the penalties provided for by the Ivorian legislation in force.

5. Revision of the frequency of position messages

On the basis of documentary evidence proving an infringement, Côte d'Ivoire may ask the FMC of the flag State, copying in the European Union, to reduce the frequency with which position messages are sent from a vessel to once every thirty minutes for a set period of investigation. This documentary evidence must be sent without delay by Côte d'Ivoire to the FMC of the flag State and the European Union. The FMC of the flag State shall immediately send the position messages to Côte d'Ivoire at the new frequency.

When the period of investigation ends, Côte d'Ivoire shall immediately inform the FMC of the flag State and the European Union and subsequently inform them of any follow-up.

CHAPTER VI

SIGNING-ON OF SEAMEN

1. EU vessel owners shall employ ACP nationals, subject to the following conditions and limits:

   (a) for the fleet of tuna seiners, at least 20% of the seamen signed on during the tuna-fishing season in the fishing zone of the third country shall be of ACP origin;

   (b) for the fleet of surface longliners, at least 20% of the seamen signed on during the fishing season in the fishing zone of the third country shall be of ACP origin.

2. Vessel owners shall endeavour to take on board Ivorian seamen first.

3. The International Labour Organisation (ILO) Declaration on Fundamental Principles and Rights at Work shall apply as of right to seamen signed on by EU vessels. This concerns in particular the freedom of association and the effective recognition of the right to collective bargaining, and the elimination of discrimination in respect of employment and occupation.

4. The employment contracts of ACP seamen shall be drawn up between the vessel owners' representative(s) and the seamen and/or their trade unions or representatives; a copy of these contracts shall be given to the signatories. These contracts shall guarantee the seamen the social security cover applicable to them, including life assurance and sickness and accident insurance.

5. The wages of the ACP seamen shall be paid by the vessel owners. They shall be set by mutual agreement between the vessel owners or their representatives and the seamen and/or their trade unions or representatives. However, the wages of ACP seamen may not be lower than those payable to crews from their respective countries and may under no circumstances be below ILO standards.

6. All seamen employed on board EU vessels shall report to the master of the vessel designated on the day before their proposed embarkation date. If a seaman fails to report at the agreed time of embarkation, vessel owners shall be automatically relieved of their obligation to take the seaman on board.

7. If the vessel does not arrive at the agreed time at a previously agreed port to take on an Ivorian seaman, the vessel owner shall reimburse the costs incurred by the seaman while waiting at the port (accommodation, food, etc.) at a flat rate of EUR 80 per day.

8. Where an Ivorian seaman is not disembarked at a Côte d'Ivoire port, the vessel owner shall bear the costs of repatriating the seaman to Côte d'Ivoire as soon as possible.

9. Vessel owners shall transmit on an annual basis information on seamen signed on. This information shall include the number of seamen who are nationals:

   (a) of the European Union;

(b) of an ACP country, distinguishing between Ivorians and other ACP nationalities;

(c) of a non-ACP and non-EU country.

10. The Côte d'Ivoire seamen to be taken on board are freely chosen by the vessel owner from a register kept by the Côte d'Ivoire Seafarers Directorate. The master shall, however, send a list of Côte d'Ivoire seamen already on board EU vessels to the Seafarers Directorate along with a copy of their identity documents.

CHAPTER VII

OBSERVERS

1. Observation of fishing activities

Pending the implementation of a system of regional observers, vessels authorised to fish in the Ivorian fishing zone under the Agreement shall take on board, instead of regional observers, observers designated by Côte d'Ivoire in accordance with the rules set out below, to accomplish the tasks set out under point 4 of this chapter.

2. Designated vessels and observers

Côte d'Ivoire shall draw up a list of vessels designated to take an observer on board and a list of the appointed observers. These lists shall be kept up to date. They shall be forwarded to the European Union as soon as they have been drawn up and every quarter thereafter where they have been updated.

Côte d'Ivoire shall inform the vessel owners concerned, or their representatives, of the name of the observer appointed to be taken on board their vessel at the time the licence is issued, or no later than 15 days before the observer's planned embarkation date.

The time spent on board by the observer shall be one fishing trip. However, at the express request of Côte d'Ivoire, this embarkation may be spread over several trips according to the average trip duration for a particular vessel. This request shall be made by Côte d'Ivoire when the name of the observer appointed to board the vessel in question is notified.

3. Boarding and landing conditions

The conditions under which the observer is taken on board shall be agreed between the vessel owner or his/her representative and Côte d'Ivoire.

The observer shall be taken on board at a port chosen by the vessel owner at the beginning of the first voyage in Côte d'Ivoire's fishing zone after notification of the list of designated vessels.

Within two weeks and giving ten days' notice, the vessel owners concerned shall make known at which ports and on what dates they intend to take observers on board.

If an observer is taken on board in a country other than Côte d'Ivoire, his or her travel costs shall be borne by the vessel owner.

If the observer is not present at the time and place agreed and during the 12 hours following the time agreed, the vessel owner shall be automatically relieved of their obligation to take the observer on board.

The master shall do everything in his/her power to ensure the physical safety and welfare of the observer during performance of his/her duties.

The observer shall be offered every facility needed to carry out their duties. The master shall give him/her access to the means of communication needed for the discharge of his/her duties, to documents directly concerned with the vessel's fishing activities, including in particular the logbook and the navigation log, and to those parts of the vessel necessary to facilitate the exercise of his/her tasks.

The vessel owner shall bear the cost of providing board and accommodation for observers in the same conditions as for officers, within the confines of the practical possibilities offered by the vessel.

The salary and social contributions of each observer shall be borne by Côte d'Ivoire.

4. Tasks of the observer

The observers shall be treated as officers when on board. When the vessel is operating in Ivorian waters, he or she shall carry out the following tasks:

- observe the fishing activities of the vessels;
- verify the position of vessels engaged in fishing operations;
- perform biological sampling in the context of scientific programmes;
- record the fishing gear used;
- verify the catch data for Ivorian waters recorded in the logbook;
- verify the percentages of by-catches and estimate the quantity of discards of species of marketable fish;
- report fishing data, including the quantity of catches and by-catches on board, to their competent authority by any appropriate means.

5. Observer's obligations

While on board, the observer shall:

- take all appropriate steps to ensure that the conditions of his boarding and presence on board the vessel neither interrupt nor hamper fishing operations;
- respect the material and equipment on board and the confidentiality of all documents belonging to the vessel.
- At the end of the observation period and before leaving the vessel, the observer shall draw up an activity report to be transmitted to the competent authorities, with a copy to the European Union. He/she shall sign it in the presence of the master, who may add or have added to it any observations considered relevant, followed by the master's signature. A copy of the report shall be handed to the master when the scientific observer is put ashore.

6. Flat-rate financial contribution

At the time of payment of the annual advance to obtain the licence, the vessel owner shall pay an annual flat-rate financial contribution of EUR 400 per vessel to Côte d'Ivoire, to contribute to the costs of embarking Ivorian observers on European Union vessels.

CHAPTER VIII

INFRINGEMENTS

1. Handling of infringements

Any infringement committed by an EU vessel holding a licence in accordance with the provisions of this Annex must be communicated by the Ivorian authorities to the European Union within twenty-four hours. The statement relating to this infringement shall be sent to the EU and the flag State within seven working days.

2. Diversion of a vessel – information meeting

Any EU vessel suspected of having committed an infringement may be forced to cease its fishing activity and, if necessary, where the vessel is at sea, to return to an Ivorian port.

Côte d'Ivoire shall notify the European Union within a maximum of 24 hours of any diversion of a European Union vessel holding a licence. That notification shall be accompanied by documentary evidence of the infringement.

Before taking any measures against the vessel, the master, the crew or the cargo, with the exception of measures taken to protect evidence, Côte d'Ivoire shall organise, at the request of the EU, within one working day of notification of the diversion of the vessel, an information meeting to clarify the facts which have led to the vessel being diverted 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 found shall be set by Côte d'Ivoire according to the provisions of the national legislation in force.

Where settling the infringement involves legal proceedings, before these are launched, and provided that the infringement does not involve a criminal act, a compromise procedure may be undertaken between Côte d'Ivoire and the vessel owner or his/her representative in order to determine the terms and level of the penalty. A representative of the flag State of the vessel and of the EU may participate in that compromise procedure. The compromise procedure shall finish at the latest three days after notification of the vessel's diversion.

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 Côte d'Ivoire, the amount of which, set by Côte d'Ivoire, covers the costs associated with the diversion and immobilisation 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 the 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.

Côte d'Ivoire shall inform the European Union of the outcome of the legal proceedings within seven working days of the judgment being given.

5. Release of the vessel and the crew

The vessel and its crew shall be authorised to leave the port:

– once the obligations arising under the amicable settlement have been fulfilled, or

– once the bank security has been lodged.

Appendices

1. Licence application form

2. Technical sheet

Appendix 1

Licence application form

CÔTE D'IVOIRE/EUROPEAN UNION FISHERIES AGREEMENT
FISHING LICENCE APPLICATION FORM

I. – APPLICANT

1. Name of vessel owner: Nationality:
   ……..
2. Name of vessel owner's association or representative:
   ……..
3. Address of vessel owner's association or representative:
   ……..….
4. Tel.:
   .....
5. E-mail address:
   ……..….
6. Master's name: Nationality:
   ……..….
7. Name of the consignee in Côte d'Ivoire:
   ……

II. – VESSEL AND IDENTIFICATION

1. Vessel name:
2. Flag State:
3. Previous flag, if any:
4. Date on which current flag was acquired:
5. External registration number:
6. Port of registry: MMSI:
7. IMO number: …… ……ICCAT number:
   ….....
8. Year and place of construction:
9. Radio call sign: Call frequency:
10. Hull construction material: steel □ wood □ polyester □ other □

III. - TECHNICAL CHARACTERISTICS AND EQUIPMENT

1. Overall length: Width:
2. Tonnage (expressed in GT London):
3. Power of main engine in kW: Make: Type:
4. Type of vessel: Fishing category:
5. Fishing gear:
6. Fishing zones: Target species:
7. Crew complement:
8. Conservation method on board: fresh □ refrigeration □ mixed □ freezing □
9. Freezing capacity in tonnes/24 hours:
10. Hold capacity: Number:

Done at .... on .....

Name of applicant .....

Appendix 2

Technical sheet

FREEZER TUNA SEINERS AND SURFACE LONGLINERS

1. Fishing zone:

Beyond 12 nautical miles from the base line.

2. Authorised gear

Seine
Surface longliners

3. Prohibited species:

In accordance with the Convention on Migratory Species and with the ICCAT resolutions, fishing for basking shark (*Cetorhinus maximus*), great white shark (*Carcharodon carcharias*), bigeye thresher shark (*Alopias superciliosus*), hammerhead sharks in the Sphyrnidae family (with the exception of the bonnethead shark), oceanic whitetip shark (*Carcharhinus longimanus*), silky shark (*Carcharhinus falciformis*), sand tiger shark (*Carcharias taurus*) and tope shark (*Galeorhinus galeus*) is prohibited.

The two Parties shall consult within the Joint Committee to update this list on the basis of scientific recommendations.

4. Vessel owners' fees:

4.1. Additional fee per tonne caught	EUR 60 per tonne for the first two years of application of the Protocol and EUR 70 per tonne for the following years.
4.2. Annual flat-rate fee	For tuna seiners, EUR 7 620 for the first two years of application of the Protocol and EUR 8 890 for the following years. For surface longliners, EUR 2 400 for the first two years of application of the Protocol and EUR 2 800 for the following years.
4.3. Observer flat-rate fee	EUR 400 per vessel per year

4.4. Fee per support vessel	EUR 3 500 per vessel per year
5. Number of vessels authorised to fish	28 tuna seiners 8 surface longliners

ANNEX II

Scope of the empowerment and procedure for establishing the Union position in the Joint Committee

(1) The Commission shall be authorised to negotiate with the Republic of Côte d'Ivoire and, where appropriate and subject to compliance with point 3 of this Annex, agree on modifications to the Protocol in respect of the following issues:

(a) review of fishing opportunities and related provisions in accordance with Articles 6 and 7 of the Protocol;

(b) adaption of the arrangements for implementing sectoral support in accordance with Article 6 of the Protocol;

(c) management measures falling within the powers of the Joint Committee in accordance with Article 5(4) of the Protocol.

(2) In the Joint Committee established under the Agreement, the Union shall:

(a) act in accordance with the objectives pursued by the Union within the framework of the Common Fisheries Policy;

(b) promote positions that are consistent with the relevant rules adopted by regional fisheries management organisations and in the context of joint management by coastal States.

(3) When a decision on modifications to the Protocol referred to in point 1 is to be adopted during a Joint Committee Meeting, the necessary steps shall be taken to ensure that the position to be expressed on behalf of the Union takes account of the latest statistical, biological and other relevant information transmitted to the Commission.

To this effect and based on that information, a document setting out the particulars of the proposed Union position shall be transmitted by the Commission services, in sufficient time before the relevant Joint Committee Meeting, to the Council or to its preparatory bodies for consideration and approval.

(4) In respect of the issues referred to in point 1(a), the approval of the envisaged Union position by the Council shall require a qualified majority of votes. In the other cases, the Union position envisaged in the preparatory document shall be deemed to be agreed, unless a number of Member States equivalent to a blocking minority objects during a meeting of the Council's preparatory body or within 20 days from receipt of the preparatory document, whichever occurs earlier. In case of such objection, the matter shall be referred to the Council.

(5) If, in the course of further meetings, including on the spot, it is impossible to reach an agreement in order for the Union position to take account of new elements, the matter shall be referred to the Council or its preparatory bodies.

(6) The Commission is invited to take, in due time, any steps necessary as a follow up to the decision of the Joint Committee, including, where appropriate, publication of the relevant decision in the *Official Journal of the European Union* and submission of any proposal necessary for the implementation of that decision.