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To:	Ms Thérèse BLANCHET, Secretary-General of the Council of the European Union
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Subject:	ANNEX to the proposal for a COUNCIL DECISION on the conclusion, on behalf of the Union, of the Protocol (2024-2029) implementing the Fisheries Partnership Agreement between the European Community and the Republic of Cabo Verde

Delegations will find attached document COM(2024) 236 final - ANNEXES.

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ANNEXES 1 to 2

ANNEX

to the

proposal for a COUNCIL DECISION

on the conclusion, on behalf of the Union, of the Protocol (2024-2029) implementing the Fisheries Partnership Agreement between the European Community and the Republic of Cabo Verde

ANNEX 1

PROTOCOL (2024-2029) implementing the Fisheries Partnership Agreement between the European Community and the Republic of Cabo Verde

Article 1
Definitions

For the purposes of this Protocol, the definitions laid down in Article 2 of the Fisheries Partnership Agreement between the European Community and the Republic of Cabo Verde ('the Agreement') shall apply.

The following shall also apply:

(a) the European Union, formerly the European Community, is hereinafter referred to as 'the Union',

(b) the Republic of Cabo Verde is hereinafter referred to as 'Cabo Verde';

hereinafter jointly referred to as 'the Parties',

(c) 'Cabo Verde's fishing zone' means the waters of Cabo Verde to which Union fishing vessels may be given access to carry out fishing activities;

(d) 'catches' means marine aquatic species caught by fishing gear deployed by a fishing vessel;

(e) 'landing' means the unloading on land of any quantity of fishery products from a fishing vessel;

(f) 'delegation' means the European Union delegation to Cabo Verde;

(g) 'fishing licence' means an entitlement or a license to fish for specific species, using specific gears, within specific fishing areas and during a specific period; it has the same meaning as the term 'fishing authorisation' in Union legislation;

(h) 'sustainable fishing' means fishing in accordance with the objectives and principles laid down by the Code of Conduct for Responsible Fisheries adopted at the Food and Agriculture Organization (FAO) Conference of 1995;

(i) 'Union vessel' means a fishing vessel flying the flag of a Member State of the EU and registered in the EU;

(j) 'fisher' means any person who is in any capacity employed or engaged or carries out a professional activity on board a fishing vessel, including persons working on board as share fishers, but with the exception of marine pilots, warship crews, others persons working for the government on a permanent basis, land-based persons tasked with carrying out work on board a fishing vessel and fisheries observers. ACP seafarers as defined in the Agreement shall be considered fishers within the meaning of this definition;

(k) 'operator' means a natural or legal person who operates or holds an undertaking carrying out any of the activities related to any stage of the production, processing, marketing, distribution or retail chains of fisheries and aquaculture products;

(l) 'Protocol' means this Protocol implementing the Agreement and the Annex and Appendices hereto;

(m) ‘unusual circumstances’ means circumstances other than natural phenomena which are beyond the reasonable control of one of the Parties and are such as to prevent fishing activities in Cabo Verdean waters;

(n) ‘fishing opportunity’ means a quantified entitlement to fish, expressed in terms of catches or the number of vessels;

(o) ‘support vessel’ means any Union vessel, other than a craft carried on board, which facilitates, assists or prepares fishing operations and which is not equipped for fishing and is not used for transhipment operations;

(p) ‘fishery products’ means aquatic organisms caught as a result of fishing activities;

(q) ‘aquaculture products’ means aquatic organisms resulting from aquaculture activities, at any stage of their life cycle, or products derived therefrom;

(r) ‘fisheries sector’ means the sector of the economy encompassing all activities of production, processing and marketing of fishery and aquaculture products.

Article 2
Principles

1. The Parties undertake to promote responsible fishing in Cabo Verde’s fishing zone on the basis of the principle of non-discrimination. Cabo Verde undertakes to apply the same technical and conservation measures to all industrial tuna fleets operating in its fishing zone with the aim of contributing to good fisheries governance.

2. The Parties undertake to ensure that the Fisheries Partnership Agreement between the European Community and the Republic of Cabo Verde[1] (‘the Agreement’) is implemented in accordance with Articles 8 and 9 of the Partnership Agreement between the members of the African, Caribbean and Pacific Group of States of the one part, and the European Union and its Member States, of the other part[2] (the ‘Samoa Agreement’) with respect to essential elements regarding human rights, democratic principles and the rule of law, and to fundamental elements regarding good governance, sustainable development and sound environmental management.

3. The employment and work conditions of fishers on board Union vessels must not be contrary to the instruments applicable to fishers of the International Labour Organisation (ILO) and the International Maritime Organisation (IMO), in particular the ILO Declaration on Fundamental Principles and Rights at Work (1998), as amended in 2022, and the ILO Work in Fishing Convention No 188. This includes respect for the freedom of association and effective recognition of workers’ right to collective bargaining, elimination of forced and child labour, elimination of discrimination in respect of employment and occupation, as well as a safe and healthy working environment and decent living and working conditions on board Union fishing vessels.

4. The Parties undertake to promote the ratification of ILO and IMO conventions applicable to fishers. They also undertake to promote proper training for fishers, in particular training as provided for in the IMO International Convention on Standards

[1] OJ EU L 414, 30.12.2006, p. 3; Official Gazette of the Republic of Cabo Verde Series I, No 12, of 26 March 2007.
[2] OJ EU L 2862, 28.12.2023, p. 10.

of Training, Certification and Watchkeeping for Fishing Vessel Personnel (STCW-F).

5. The Parties undertake, without prejudice to Article 14, to publish and exchange information on any agreement allowing foreign vessels to enter Cabo Verde's fishing zone and on the resulting fishing effort, in particular the number of licences issued and the catches made.

6. In accordance with Article 6 of the Agreement, Union fishing vessels shall engage in fishing activities in Cabo Verde's fishing zone only if they have a valid fishing licence issued by Cabo Verde under this Protocol.

7. The Cabo Verdean authorities shall ensure that Cabo Verdean fishers enjoy exclusive rights to fishing zones up to the limits drawn from the base line laid down in this Protocol.

Article 3
Period of application

This Protocol and the Annex hereto shall apply for a period of 5 years from the first day of provisional application pursuant to Article 17, unless notice of termination is given under Article 16.

Article 4
Fishing opportunities

1. Cabo Verde shall issue fishing authorisations to Union vessels in accordance with Article 6 of the Agreement within the following limits:

   (a) freezer tuna seiners: 24 vessels;

   (b) pole-and-line tuna vessels: 10 vessels;

   (c) surface longliners: 22 vessels.

These fishing opportunities concern fishing for highly migratory species listed in Annex I to the 1982 United Nations Convention on the Law of the Sea, within the limits set in Appendix 2 to this Protocol and with the exception of species which are protected or prohibited within the framework of the International Commission for the Conservation of Atlantic Tunas (ICCAT) or other international conventions.

2. In line with ICCAT recommendations, the Parties undertake to work together in order to reduce incidental catches of protected species of sea birds, sea turtles, sharks and marine mammals. For that purpose, Union vessels shall implement technical measures scientifically proven to improve the selectivity of fishing gear and to reduce the incidental catch of non- target species.

3. Union pole-and-line vessels shall be authorised to access live bait under the conditions laid down in national legislation.

4. Paragraph 1 shall apply subject to Articles 7 and 9.

Article 5
Financial contribution

1. For the period referred to in Article 3, the total financial contribution referred to in Article 7 of the Agreement shall be EUR 3 900 000. In addition, a financial contribution shall be paid by the vessel owners as provided for in the Annex.

2. That total financial contribution shall comprise:

   (a) an annual amount of EUR 350 000 corresponding to a reference tonnage of 7 000 tonnes per year for access to Cabo Verdean waters and fishery resources;

   (b) a specific amount of EUR 430 000 per year for the support and implementation of Cabo Verde's sectoral fisheries policy.

3. The financial contribution referred to in paragraph 2(a) of this Article shall be paid each year in accordance with the Protocol and subject to its provisions where the amount of the contribution changes as a result of the application of Articles 7, 9, 12 or 16 of the Protocol or Articles 7, 12 and 13 of the Agreement.

4. If the overall quantity of catches by Union vessels in the fishing zone exceeds the reference tonnage laid down in paragraph 2(a), the amount of the financial contribution laid down therein shall be increased by EUR 50 for each additional tonne caught. However, the total annual amount paid by the Union shall not be more than twice the amount indicated in paragraph 2(a). Where the quantities caught by Union vessels exceed the quantities corresponding to twice the total annual amount, the amount due for the quantity exceeding that limit shall be paid in the following year.

5. Payment of the financial contribution laid down in paragraph 2(a) shall be made no later than 90 days after the date of provisional application of this Protocol the first year and no later than the anniversary date of this Protocol the following years.

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

7. The financial contributions provided for in paragraph 2(a) and (b) shall be paid into Public Treasury accounts of Cabo Verde. They shall be entered in the national budget. The Cabo Verdean authorities shall notify the European Commission of the relevant bank account numbers on an annual basis.

Article 6
Sectoral support

1. The sectoral support to be provided under this Protocol shall contribute to the implementation of the national strategy for fisheries and the blue economy. Its aim is the sustainable management of fishery resources and the development of the sector by, in particular:

   (a) strengthening the monitoring, control and surveillance of fishing activities;

   (b) strengthening scientific knowledge of fishery resources;

   (c) reinforcing the capacity for sanitary checks of fishery products;

(d) supporting coastal communities (fishing activities, training, employment, fishers' safety and economic development), with a particular focus on measures aimed at women and young people;

(e) strengthening international cooperation;

(f) developing sustainable aquaculture;

(g) supporting the blue economy.

2. No later than 3 months after the entry into force of this Protocol, the Parties shall agree, in the Joint Committee provided for in Article 9 of the Agreement, on a multiannual sectoral programme and detailed rules for its implementation, in particular:

(a) annual and multiannual guidelines for using the financial contribution referred to in Article 5(2)(b) of this Protocol;

(b) the annual and multiannual objectives to be achieved with a view to establishing sustainable and responsible fishing over time, taking account of the priorities set by Cabo Verde in its national fisheries policy and other policies relating to or having an impact on the introduction of responsible and sustainable fishing;

(c) the criteria and procedures to be used to evaluate, on an annual basis, the results obtained.

3. The specific amount of the financial contribution for sectoral support referred to in Article 5(2)(b) shall be paid every year according to progress achieved.

4. For the first year of application of the Protocol, the financial contribution shall be paid on the basis of the multiannual programme approved by the Joint Committee. This financial contribution shall be paid by the Union on condition that Cabo Verde has fulfilled its obligations relating to sectoral support under the previous Protocol (2019-2024)[3] and that the Union has disbursed the relevant sectoral support payments under the previous Protocol.

5. For the subsequent years of application of the Protocol, financial contributions shall be paid on the basis of the results achieved in implementing the sectoral programme in line with the criteria and procedures set out in paragraph 2(c) and the visibility actions carried out for implemented projects. The financial contribution shall be paid no later than 45 days after the decision of the Joint Committee on the results achieved.

6. In view of the accumulated delay in implementing sectoral support under the 2019-2024 Protocol, in particular owing to the crisis caused by the COVID-19 pandemic, the period provided for in Article 5(7) of the 2019-2024 Protocol should be extended by another 6 months. The specific financial contribution provided for in Article 4(2)(b) of the 2019-2024 Protocol shall therefore be paid no later than 12 months after the date of expiry of that Protocol[4].

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[3] Article 5 of the 2019-2024 Protocol.

[4] The 2019-2024 Protocol expired on 19 May 2024 in accordance with Article 2 thereof, and The specific financial contribution provided for in Article 4(2)(b) of the Protocol must therefore be paid no later than 18 May 2025.

7. Any proposed changes to the annual or multiannual sectoral programme shall be approved by the Joint Committee, where appropriate by exchange of letters.

8. Each year, Cabo Verde shall present to the Joint Committee a report setting out the progress of projects implemented with sectoral support. The Joint Committee shall examine the report and shall evaluate the reported results.

9. Sectoral support shall be paid in instalments according to the needs identified in the programming and the results achieved.

10. The Union may review or suspend, partially or totally, payment of the specific financial contribution provided for in Article 5(2)(b) of this Protocol if it is not being put to use or if the Joint Committee's evaluation has found that the results obtained are inconsistent with the programming.

11. Payment of the financial contribution shall resume after consultation and agreement between the Parties if this is warranted by the results of the implementation. However, the specific financial contribution provided for in Article 5(2)(b) of this Protocol shall not be paid out beyond a period of 6 months after this Protocol expires.

12. The Parties shall ensure the visibility of the actions financed by sectoral support. Cabo Verde shall submit an annual report to the Joint Committee on the visibility actions taken.

13. Transfer by the Union of subsequent tranches of the financial support referred to in paragraph 5 are contingent on delivery of the reports referred to in paragraph 8 and the visibility actions referred to in paragraph 12.

14. The financial contribution referred to in Article 5(2)(b) shall be subject to the rules and procedures according to which Cabo Verde manages its public finances. It shall take into account the principles of sound financial management, in particular the principle of economy, efficiency and effectiveness, while respecting, in particular, the principles of transparency, proportionality, non-discrimination and equal treatment.

15. Actions and projects financed by sectoral support may be audited by the European Commission and the European Court of Auditors and investigated by the European Anti-Fraud Office.

Article 7
Scientific cooperation to ensure sustainable fishing

1. During the period covered by this Protocol, the Union and the Cabo Verdean authorities shall monitor the evolution of captures, the fishing effort and the state of fishery resources in Cabo Verde's fishing zone with regard to all species covered by this Protocol. In particular, the Parties agree to improve data collection and analysis for the purposes of drawing up a national action plan for the conservation and management of sharks.

2. The Parties shall comply with ICCAT recommendations and resolutions on the sustainable management of fisheries.

3. In accordance with Article 4 of the Agreement, the Parties may, by mutual agreement, convene a joint scientific meeting to review the status of the main species targeted by Union vessels, in particular pelagic sharks, on the basis of ICCAT

recommendations and resolutions and in the light of the best available scientific advice. The results of the scientific meeting shall be submitted to the Joint Committee. The Joint Committee shall, where appropriate, adopt additional measures to ensure the sustainable management of fishery resources caught by Union vessels.

4. Given that pelagic sharks may be among the species caught by Union vessels in connection with tuna fisheries, and in view of the vulnerability of these species as expressed in ICCAT scientific opinions, any catches of these species by longline vessels engaged in fishing under this Protocol require particular attention in line with the precautionary principle. The Parties shall cooperate with a view to improving the availability and monitoring of scientific data relating to the species caught.

5. To this end, the Parties shall set up a mechanism for strict monitoring of this fishery in order to ensure sustainable exploitation of the resource. The monitoring mechanism shall, in particular, be based on a quarterly exchange of data on shark catches. If, in the course of a year, catches exceed 20% of the reference tonnage referred to in Article 5(2)(a), reinforced monitoring shall be set up based on a monthly exchange of data and consultation between the Parties. If catches reach 30% of the reference tonnage referred to above in the course of a year, the Joint Committee shall, where appropriate, take further management measures to provide a more adequate framework for the longliner fleet's activities.

6. The Joint Committee may decide to adjust the monitoring mechanism referred to above on the basis of the results of the work of the joint scientific meeting.

Article 8

Cooperation in the area of monitoring, control and surveillance and in the fight against IUU fishing

1. The Parties undertake to cooperate in the fight against IUU fishing activities with a view to the implementation of sustainable fishing.

2. Based on consultation within the Joint Committee, the Parties may agree to cooperate and carry out risk-based joint inspection programmes on Union vessels, so as to strengthen the application of the fisheries monitoring, control and surveillance provisions of the Protocol implementing this Agreement and related corrective measures.

Article 9

Review of fishing opportunities and technical measures by mutual agreement

1. The Joint Committee may review the fishing opportunities referred to in Article 4 and adjust them by mutual agreement insofar as ICCAT recommendations and resolutions confirm that the adjustment guarantees the sustainable management of the fish species covered by this Protocol. In this case, the financial contribution referred to in Article 5(2)(a) shall be adjusted proportionately and *pro rata temporis* and the necessary amendments shall be made to this Protocol and to the Annex hereto. Cabo Verde shall reimburse any excess payments made.

2. The Joint Committee may, where necessary and by mutual agreement, examine and adapt the provisions governing fishing activities and the rules for implementation of the sectoral support provided for in this Protocol.

Article 10
Promoting cooperation among economic operators

1. The Parties shall cooperate with a view to improving landing options in Cabo Verdean ports.

2. The Parties shall endeavour to create conditions favourable to the promotion of relations between their enterprises in the technical, technological, economic and commercial spheres by helping to create an environment favourable to the development of business and investment.

Article 11
Cooperation in the field of the blue economy

1. The Parties undertake to cooperate in order to promote the blue economy, in particular in the areas of aquaculture, maritime spatial planning, energy, marine biotechnology and the protection of marine ecosystems.

2. The Parties undertake to promote investments in fisheries and the maritime economy in accordance with the objectives of the Special Partnership between Cabo Verde and the Union.

3. The Parties shall cooperate in order to raise awareness among Union private operators of commercial and industrial opportunities in Cabo Verde's fishing sector and maritime economy.

4. The Parties shall cooperate with a view to developing joint actions and exchanging information and best practices. To this end, they shall agree on focal points and communication arrangements.

Article 12
Suspension of the implementation of this Protocol

1. The implementation of this Protocol, including payment of the financial contribution, may be suspended at the initiative of one of the Parties if one or more of the following conditions apply or in the event of:

   (a) force majeure or unexpected circumstances, preventing fishing activities in Cabo Verde's fishing zone;

   (b) significant changes in the formulation or implementation of the fisheries policy of either one of the Parties which affect the provisions of this Protocol;

   (c) activation of the consultation mechanisms laid down in Article 101 of the Samoa Agreement owing to violation of essential or fundamental elements of human rights and democratic principles within the meaning of Article 9 of that Agreement;

   (d) failure by the Union to make due payments for reasons other than those provided for in Articles 5, 7, 9, 12 and 16 of this Protocol;

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

2. Where the application of this Protocol is suspended for reasons other than those given in paragraph 1(c), the Party concerned shall be required to notify its intention in writing at least 3 months before the date on which suspension is due to take effect. Suspension of this Protocol for the reasons given in paragraph 1(c) shall apply immediately after the suspension decision has been notified.

3. In the event of suspension the Parties shall continue to consult each other with a view to finding an amicable settlement to their dispute. Application of this Protocol shall resume as soon as such settlement has been reached.

4. In the event of suspension, payment of the financial contribution referred to in Article 5 of this Protocol shall be reduced proportionately and pro rata temporis for the year in which the suspension takes effect. Cabo Verde shall reimburse any excess payments made.

Article 13
Electronic data exchange

1. Cabo Verde and the Union shall ensure that systems are put in place, as set out in the Annex, for the monitoring and electronic exchange of all data and documents relating to the implementation of this Protocol concerning the activities of Union vessels.

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

3. Cabo Verde and the Union 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 transmitted by an alternative mode of communication.

4. The Union shall ensure regular transmission to Cabo Verde of:

– the positions of vessels in Cabo Verde's exclusive economic zone (EEZ),

– information on the daily catches of vessels in Cabo Verde's EEZ,

– notifications of the entry of vessels into Cabo Verde's EEZ,

– notifications of the exit of vessels from Cabo Verde's EEZ,

– prior notifications of transhipments and declarations of transhipments from a Union vessel in a Cabo Verdean port,

– prior notifications of return to port and declarations of landings from vessels in a Cabo Verdean port.

The rules on data transmission, including provisions on business continuity, are set out in the Annex.

Article 14
Data protection

1. Cabo Verde and the Union shall ensure that data exchanged under the Agreement are used by the competent authority solely for the purpose of implementing the Fisheries Agreement and, in particular, for management purposes and for fisheries monitoring, control and surveillance.

2. The Parties undertake to ensure that all commercially sensitive and personal data relating to Union vessels and their fishing activities obtained under the Fisheries Agreement, as well as all commercially sensitive information relating to the communication systems used by the Union, are treated as confidential. The Parties shall ensure that only aggregated data relating to fishing activities in the fishing zone are made public.

3. Personal data must be processed lawfully, fairly and in a transparent manner in relation to the data subject.

4. Personal data exchanged under the Agreement shall be processed in accordance with the provisions set out in Appendix 6 to the Annex to this Protocol. Further safeguards and legal remedies in relation to personal data and data subjects' rights may be laid down by the Joint Committee.

5. Data exchanged under the Agreement shall continue to be processed in accordance with this Article and Appendix 6 even after the expiry of this Protocol.

Article 15
Applicable provisions of national law

1. The activities of Union vessels operating in Cabo Verde waters under this Protocol shall be governed by the current legislation in Cabo Verde, in particular Cabo Verde's fishery resources management plan, unless the Agreement or this Protocol, and the Annex and Appendices hereto, provide otherwise.

2. The Cabo Verdean authorities shall inform the European Commission of any change or any new legislation relating to the fisheries sector.

Article 16
Termination

1. This Protocol may be terminated by either Party in the event of unusual circumstances such as a degradation of the relevant stocks, proof of a reduced level of exploitation of the fishing opportunities granted to Union vessels, or failure to comply with commitments made by the Parties with regard to combating illegal, undeclared and unregulated fishing.

2. 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 6 months before the date on which such termination would take effect.

3. Dispatch of the notification referred to in paragraph 2 shall give rise to consultations between the Parties.

4. Payment of the financial contribution referred to in Article 5(2)(a) of this Protocol for the year in which the termination takes effect shall be reduced proportionately and *pro rata temporis*. Cabo Verde shall reimburse any excess payments made.

Article 17
Provisional application

This Protocol shall apply on a provisional basis from 20 May 2024, subject to its signature by the Parties, or from the date of its signature if signed after 20 May 2023.

Article 18
Entry into force

1. This Protocol shall enter into force on the date on which the Parties notify each other of the completion of the procedures necessary for that purpose.
2. The notification referred to in paragraph 1 shall be sent, as regards the Union, to the European Union authorities.

Article 19
Authentic texts

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

ANNEX

CONDITIONS GOVERNING FISHING ACTIVITIES BY UNION VESSELS IN CABO VERDE'S FISHING ZONE

CHAPTER I

GENERAL PROVISIONS

1. Designation of the competent authority

For the purposes of this Annex and unless otherwise specified, any reference to the Union or to Cabo Verde as a competent authority shall mean:

(a) For the Union: the European Commission, where applicable via the Union delegation to Cabo Verde;

(b) for Cabo Verde: the Ministry responsible for fisheries.

2. Fishing zone

The coordinates of Cabo Verde's fishing zone are those specified in Appendix 1. Union vessels may carry out their fishing activities past the limits drawn from the base line laid down for each vessel category in Appendix 2, with Cabo Verdean fishers retaining exclusive fishing rights up to those limits.

Cabo Verde shall, when issuing the fishing authorisation, inform the vessel owners of the coordinates of any zones closed to shipping and fishing. The Union shall also be informed.

3. Appointment of a local agent

Any Union vessel which plans to land or tranship in a Cabo Verdean port may be represented by an agent resident in Cabo Verde.

4. Bank account

Cabo Verde shall notify the Union before the entry into force of this Protocol of the details of the bank account(s) into which the financial sums payable by Union vessels under the Agreement should be paid. The associated bank transfer costs shall be borne by the operators.

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 entered in the Union register of fishing vessels. Fishing

authorisations shall be processed in accordance with Regulation (EU) 2017/2403[5] of the European Parliament and of the Council on the sustainable management of external fishing fleets. All previous obligations of the operator, the master, or the vessel itself arising out of their fishing activities in Cabo Verde under the Agreement must have been met before such issuance.

2. Application for a fishing authorisation (LICENCE system)

2.1 The Union shall submit to the competent Cabo Verdean authorities an application for a fishing authorisation for each Union vessel intending to fish under the Agreement at least 15 working days before the start of the period of validity requested.

2.2 Applications for fishing authorisations may be electronically transmitted and authorisations issued through the LICENCE system, that is the electronic fishing authorisation management system made available by the European Commission. European Commission departments shall cooperate with the authorities of Cabo Verde in order to facilitate progressive use of the LICENCE system. Cabo Verde shall inform the European Commission as soon as it is able to use the LICENCE system.

2.3. Fishing authorisations shall be transmitted by email until the LICENCE system is fully operational and Cabo Verde is able to use it.

2.4 Each application for a fishing authorisation shall contain the information listed in Appendix 4 and the following documents:

(a) proof of payment of the advance fee for the relevant annual period of authorisation and of the costs relating to the observer[6]. The advance payment is non-refundable unless the application is cancelled before the permit has been issued; in this case it may be credited to the operator for another application or paid back to the operator;

(b) a recent digital colour photograph of adequate resolution of the vessel, showing a detailed lateral view with the vessel's name and identification number clearly visible on the hull;

(c) a copy of the vessel' registration certificate.

When a fishing authorisation is renewed under this Protocol, the application for renewal shall contain only the information provided for in Appendix 4 and proof of payment of the advance fee and of the costs relating to the observer.

3. Issuing of fishing authorisations

The Cabo Verdean authorities shall issue the original fishing authorisation to the operator, or to their agent, within 15 working days of receipt of the complete application.

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[5] Regulation (EU) 2017/2403 of the European Parliament and of the Council of 12 December 2017 on the sustainable management of external fishing fleets, and repealing Council Regulation (EC) No 1006/2008 (OJ L 347, 28.12.2017, p. 81).

[6] See Chapter IX, paragraph 3.

Once the fishing authorisation has been issued, the Cabo Verdean authorities shall promptly upload an electronic copy of the signed original to the LICENCE system, once it has become fully operational, or, in the meantime, send it by email to the Union authorities.

Authorised Union vessels shall keep the vessel's original fishing authorisation on board. Nevertheless, an electronic version of the fishing authorisation may be used for a maximum period of 60 calendar days after it was issued. During this period, the copy shall be considered equivalent to the original.

4. Malfunction of the LICENCE system

4.1 Where difficulties arise in the transmission of information between the European Commission and Cabo Verde through the LICENCE system, fishing authorisations shall be exchanged electronically by email until the system is operational again.

4.2 Each Party shall update the relevant information in the LICENCE system as soon as the system has been restored.

5. List of vessels authorised to fish

Once the fishing authorisations have been issued, Cabo Verde shall promptly draw up the final list of vessels authorised to fish in Cabo Verde's zone for each category of vessel. This list shall be sent immediately to the national body responsible for supervising fishing and to the Union. Vessels may commence fishing activities as soon as they have been included in this list.

6. Period of validity of fishing authorisations

Fishing authorisations shall be valid for an annual period and shall be renewable.

'Annual period' shall mean:

(a) for the first year of application of this Protocol, the period between the date of its entry into force and 31 December of the same year;

(b) thereafter each complete calendar year;

(c) for the last year of application of this Protocol, the period between 1 January and the date of expiry of this Protocol.

7. Keeping the fishing authorisation on board

The original of the fishing authorisation, or a copy thereof for the maximum period referred to in paragraph 3, shall be kept on board the vessel.

8. Transfer of fishing authorisations

8.1 A fishing authorisation shall be issued for a given vessel and shall not be transferable. However, where force majeure is documented, for example in the event of the loss or prolonged immobilisation of a vessel due to a serious technical failure, and at the Union's request, the fishing authorisation shall be replaced, without any additional fee, by a new authorisation issued for another vessel similar to the vessel to be replaced.

8.2 The transfer shall involve the fishing authorisation to be replaced being returned by the operator or its agent in Cabo Verde, and Cabo Verde drawing up the replacement authorisation as soon as possible. The replacement authorisation shall be issued to the operator or its agent as soon as possible after the authorisation to be replaced has been returned. The replacement authorisation shall take effect on the day on which the authorisation to be replaced is returned.

8.3 The Parties shall update the information relating to this transfer in LICENCE.

8.4 Cabo Verde shall update the list of vessels authorised to fish as soon as possible. The new list shall be sent immediately to the national body responsible for supervising fishing and to the Union.

9. Support vessels

At the request of the Union, and following an examination by the competent authorities, Cabo Verde shall authorise Union fishing vessels holding a fishing authorisation to be assisted by support vessels.

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

Support vessels shall, to the extent applicable to them, be subject to the application procedure set out in this Chapter for fishing authorisations. Cabo Verde shall draw up a list of authorised support vessels and send it to the Union immediately.

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

If the fishing authorisation of a support vessel is cancelled before the licence has been issued by the Cabo Verdean authorities, or before the vessel has commenced operations in Cabo Verde's fishing zone, the amount paid shall be reimbursed. It may also be credited to the operator or producer association and be used for another payment.

Section 2

Fees and advance payments

1. The fees to be paid by the operators shall be as follows:

– for seiners: EUR 80 per tonne caught during the first three annual periods[7]; EUR 85 per tonne caught during the last three annual periods.

– for longliners and pole-and-line vessels: EUR 75 per tonne caught during the first three annual periods[8]; EUR 80 per tonne caught during the last three annual periods.

2. Fishing authorisations shall be issued once the following flat-rate advance fees have been paid to the competent Cabo Verdean authorities:

For tuna seiners:

[7] See Chapter II, Section 1, paragraph 6 for the definition of 'annual period'.

[8] Idem.

– EUR 6 800 for a full calendar year, equivalent to 85 tonnes where the fee of EUR 80 per tonne applies and 80 tonnes where the fee of EUR 85 per tonne applies;

For pole-and-line vessels:

– EUR 1 500 for a full calendar year, equivalent to 20 tonnes where the fee of EUR 75 per tonne applies and 18.75 tonnes where the fee of EUR 80 per tonne applies;

For longliners:

– EUR 3 900 for a full calendar year, equivalent to 52 tonnes where the fee of EUR 75 per tonne applies and 48.75 tonnes where the fee of EUR 80 per tonne applies.

3. The flat-rate advance fee shall include all local and national taxes with the exception of port taxes, transhipment taxes and charges for the provision of services. For the first and the last annual period, the flat-rate advance fee and its equivalent in tonnes per vessel shall be calculated *pro rata temporis*.

The flat-rate advance fees and the balances referred to in paragraph 5 shall be paid into a specific account of the Republic of Cabo Verde, the references of which shall be provided by Cabo Verde.

4. The Union shall draw up for each vessel, on the basis of its catch reporting, a final statement of the fees owed for the vessel in respect of its activities during the previous annual period. The Union shall send this final statement to Cabo Verde and to the vessel owner via the Member States before 30 April of the current year. Cabo Verde may challenge the final statement, on the basis of documentary proof, within 30 days of its receipt. In the case of disagreement, the Parties shall consult each other in the Joint Committee. If Cabo Verde does not object within 30 days, the final statement shall be considered to be adopted.

5. Where the final statement is greater than the flat-rate advance fee paid to obtain the fishing authorisation, the operator shall pay the outstanding balance to Cabo Verde within 45 days, unless they contest the amount. However, if the final statement is less than the flat-rate advance fee, the remaining amount may not be recovered by the operator.

CHAPTER III

TECHNICAL CONSERVATION MEASURES

Technical measures applicable to vessels holding a fishing authorisation, with respect to fishing zones, fishing gear and by-catch, are laid down in Appendix 2 for each category of fishing.

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

In line with those measures and recommendations, the Parties shall endeavour to reduce the level of by-catches of turtles, seabirds and other non-target species. Union vessels shall release any such by-catches so as to boost the chances of survival of the species concerned.

CHAPTER IV
CATCH REPORTING

Section 1

Recording in the fishing logbook and transmission by ERS of catch data

1. The master of a Union fishing vessel holding a fishing licence issued under this Protocol shall keep a fishing logbook in accordance with the relevant ICCAT recommendations and resolutions.
The master shall be responsible for the accuracy of the data recorded in the fishing logbook.

2. All Union fishing vessels holding a fishing licence issued under this Protocol shall be equipped with an electronic reporting system ('ERS') capable of recording and transmitting data on the vessel's fishing activity ('ERS data').

3. A Union fishing vessel that is not equipped with an ERS, or whose ERS is not working, shall not be authorised to enter Cabo Verde's fishing zone in order to engage in fishing activities.

4. The fishing logbook shall be filled in by the master for each day the vessel is present in Cabo Verde's fishing zone. ERS data shall be transmitted by the vessel to its flag State, which shall make them automatically available to the Cabo Verdean FMC.

5. ERS data shall be transmitted using the electronic means of communication managed by the European Commission for exchanging fisheries data in a standardised form. The technical requirements for ERS transmission are set out in Sections 1 and 3 of Appendix 5.

6. In the case of non-compliance with the provisions of this Chapter, the Cabo Verdean authorities shall have the right to suspend the fishing authorisation of the offending vessel until formalities have been completed and to impose on the operator the penalty provided for in current Cabo Verdean legislation. The European Union and the flag State shall be informed thereof. However, if a technical defect affects transmission of fishing activity data ('ERS data') between the Parties' FMCs, Union vessels affected by that defect shall not be considered to be in a situation of non-compliance.

Section 2

Quarterly reporting of aggregated catch data

1. The Union shall notify Cabo Verde, before the end of the third month of each quarter, of the catch data for the months of the preceding quarter or quarters of the current year. This data

shall be presented monthly, broken down by type of fishing, by vessel and by species identified by its FAO code.

2. Such aggregated data from the fishing logbooks shall be considered provisional until the Union authorities have submitted a final annual statement of catches and fishing effort in accordance with the provisions of Section 2 of Chapter II.

3. Cabo Verde shall use this data and shall report any inconsistencies with the data received by ERS transmission as provided for in Section 1 of this Chapter.

CHAPTER V

LANDINGS AND TRANSHIPMENTS

1. Notification and declaration

The master of a Union vessel wishing to land catches in a Cabo Verdean port or tranship catches taken in Cabo Verde's fishing zone shall comply with ICCAT recommendations setting out the time limits for transmission and the data to be transmitted to Cabo Verde, as Port State, for:

– advance requests for port entry[9];

– prior transhipment notifications[10];

– transhipment declarations[11].

Furthermore, declarations of landings in Cabo Verdean ports shall also be sent to Cabo Verde, within the same time limits and in the same format as those specified for sending them to the flag State.

2. Arrangements for the submission of notifications and declarations

The notifications and declarations referred to in this Chapter shall be submitted preferably by ERS transmission between the flag State and the Cabo Verdean authorities. However, if the information to be provided in these notifications and declarations is not transmitted by ERS in its entirety, the operator shall submit all the information concerning the event in question by email to the Cabo Verdean authorities, which shall then acknowledge receipt without delay.

Any transhipment operation must be carried out in the waters of a Cabo Verdean port authorised for this purpose. Transhipment at sea is prohibited.

Non-compliance with these conditions shall lead to imposition of the relevant penalties provided for in Cabo Verdean legislation.

3. Checks on operations

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9 Ref. ICCAT recommendation 18-09, paragraph 13.

10 Ref. ICCAT Recommendation 21-15, Appendix 3, paragraph 3.1.

11 Ref. ICCAT Recommendation 21-15, Appendix 3, paragraph 3.3, and Appendix 1.

Cabo Verde shall carry out checks on transhipment and landing operations in ports in accordance with its obligations under the agreement on port State measures. Masters of Union vessels carrying out landings or transhipments shall accept checks on those operations. The inspection procedures set out in Chapter VI, paragraph 3, shall apply.

At the request of the inspectors, the master shall facilitate access to information on the vessel's health approval.

4. Landing incentives

The Parties shall cooperate to help develop Cabo Verde's fishing industry and enhance the economic and social impact of the Agreement, in particular by increasing landings by Union vessels and adding value to fishery products.

Operators of tuna vessels shall endeavour to land part of their catches from Cabo Verdean waters. The landed catch may be sold to local enterprises at a price set by negotiation between the operators.

The implementation of the strategy aimed at increasing the rate of landings and the good working order of the port and processing infrastructure shall be subject to regular monitoring by the Joint Committee, following consultation of the operators concerned.

The Cabo Verdean authorities shall take the necessary measures to allow easy access to port for Union vessels wishing to land their catch.

CHAPTER VI

SUPERVISION AND INSPECTION

1. Entry into and exit from the fishing zone

Any entry into or exit from Cabo Verde's fishing zone of a Union vessel holding a fishing authorisation must be notified to Cabo Verde within 3 hours before the entry or exit.

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

(a) the date, time and point of passage scheduled;

(b) the quantity of each species held on board, identified by its FAO 3-alpha code and expressed in kilograms of live weight or, if necessary, the number of individual fish.

If the exit is cancelled this must also be promptly notified. Entry and exit notifications shall preferably be transmitted by ERS or, failing that, by means of email or radio. Cabo Verde shall immediately inform the vessels concerned and the Union of any changes to the email address or transmission frequency.

Any vessel found to be fishing in Cabo Verde's fishing zone without having previously notified its entry shall be considered to be a vessel in breach of the rules.

Notification shall be given preferably through ERS or, in the event of malfunction of the system, by email. The Cabo Verdean authorities shall immediately notify the vessels concerned and the Union of any changes to the email address.

2. VMS vessel position data – Vessel monitoring device

All Union vessels authorised under this Protocol must be equipped with a fully operational and connected vessel monitoring device allowing them to be automatically located and identified by means of a tracking device through automatic transmission of vessel position data at regular intervals ('VMS data').

It shall be forbidden to move, disconnect, destroy, damage or render inoperative the continuous tracking device 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.

Whilst they are in Cabo Verde's fishing zone, Union vessels holding a fishing authorisation must ensure automatic and continuous transmission of their position, at all times, to the Fisheries Monitoring Centre (FMC) of their flag State. This data shall be made available to Cabo Verde as specified in Appendix 5.

Union vessels shall not be considered to be in a situation of non-compliance in the event of a technical defect in the transmission of VMS data between the relevant FMCs.

Each position message must contain the most recent geographical position of the vessel (longitude, latitude), with a margin of error of less than 500 metres and a confidence interval of 99%, and the information referred to in Appendix 5 in the specified format.

3. Inspections

Inspection of Union vessels holding a fishing authorisation, either at sea in Cabo Verde's fishing zone or in port, shall be carried out by Cabo Verdean vessels and inspectors who are clearly identified as being assigned to carry out fishing checks.

Before going on board, the Cabo Verdean inspectors shall inform the Union 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.

The Cabo Verdean inspectors shall only stay on board the Union 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, the fishing activity and the cargo.

The master of the Union vessel shall allow the Cabo Verdean inspectors to come on board and carry out their work.

At the end of each inspection, the Cabo Verdean inspectors shall draw up an inspection report. The master of the Union vessel shall have the right to add comments to the inspection report. The inspection report shall be signed by the inspector drawing up the report and the master of the Union vessel.

The Cabo Verdean inspectors shall give a copy of the inspection report to the master of the Union vessel before leaving the vessel. Cabo Verde shall send a copy of the inspection report to the Union within a period of 8 days after the inspection.

The Cabo Verdean authorities may authorise the Union authorities to participate in inspection as an observer.

4. Joint inspections

The Parties may, on the basis of a risk assessment, agree to carry out joint inspections on Union vessels, in particular during landing and transhipment operations, in order to ensure compliance with both Union and Cabo Verdean legislation. Inspectors deployed by the Parties to carry out such inspections shall comply with the provisions on the conduct of inspections laid down in EU and Cabo Verdean legislation, respectively, in the exercise of their duties.

In the context of their responsibilities as flag and coastal States, the Parties may decide to cooperate on monitoring actions in accordance with their relevant legislation. In addition, at the request of the Union, the Cabo Verdean authorities may authorise fisheries inspectors from Union Member States to carry out inspections on Union vessels flying their flag, within the limits of their competence under their national legislation.

Where the provisions set out in this Chapter are not complied with, the Cabo Verdean authorities shall have the right to suspend the fishing authorisation of the offending Union vessel until formalities have been completed and to apply the penalty laid down in current Cabo Verdean legislation. The flag Member State of the Union and the Union shall be informed thereof.

5. Participatory surveillance in the fight against IUU fishing

In order to strengthen the fight against IUU fishing, masters of Union vessels shall report the presence of any vessels in Cabo Verde's fishing zone that appear to be engaged in activities that could constitute IUU fishing, providing as much information about what they have observed as possible. Observation reports shall be sent without delay to the Cabo Verdean authorities and to the competent authority of the flag Member State of the vessel having made the observation, which shall immediately transmit them to the Union or to a body designated by it. The Cabo Verdean authorities shall send any observation reports they receive on Union vessels engaged in activities that may constitute IUU fishing in Cabo Verde's fishing zone to the Union.

CHAPTER VII

INFRINGEMENTS

1. Handling of infringements

Any infringement committed by a Union vessel holding a fishing authorisation under this Annex shall be set out in an inspection report.

The signing of the inspection report by the master shall be without prejudice to the operator's right of defence in respect of the alleged infringement.

2. Detention of a vessel – information meeting

Any Union vessel having committed an infringement may be obliged to cease its fishing activity and, where the vessel is at sea, to return to a Cabo Verdean port if this is provided for by current Cabo Verdean legislation in respect of the reported infringement.

Cabo Verde shall notify the Union within one working day of any detention of a Union vessel holding a fishing authorisation. The notification must be sent together with elements justifying the detention.

Before taking any measure against the vessel, the master, the crew or the cargo – with the exception of measures aimed at securing evidence – Cabo Verde shall, at the request of the Union and within one working day of notification of the vessel's detention, organise an information meeting to clarify the facts having 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 the information meeting.

3. Penalties for infringements – settlement procedure

The penalty for the reported infringement shall be set by Cabo Verde in accordance with current national legislation.

Where settling the infringement involves legal proceedings, provided that the infringement does not involve a criminal act, a settlement procedure shall be launched between Cabo Verde and the Union before the legal proceedings are instigated with a view to determining the terms and level of the penalty. A representative of the vessel's flag State may participate in this settlement procedure. The settlement procedure shall finish at the latest 3 days after notification of the vessel's detention.

4. Legal proceedings – bank security

If the settlement procedure fails and the infringement is brought before the competent court, the operator of the vessel that committed the infringement shall deposit a bank security at a bank designated by Cabo Verde, the amount of which, as set by Cabo Verde, shall cover the costs linked to the vessel's detention, the estimated fine and any compensation. Release of the bank security may be made subject to conclusion of the legal proceedings.

Once judgment has been rendered, the bank security shall immediately be released and returned to the operator:

(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.

Cabo Verde shall inform the Union of the outcome of the legal proceedings within 8 days of the judgement being rendered.

5. Release of the vessel and the crew

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

CHAPTER VIII

EMPLOYMENT OF ACP FISHERS ON BOARD UNION VESSELS

For the purposes of this Chapter, 'fishing vessel owner' means the owner of the fishing vessel or any other organisation or person, such as the manager, agent or bareboat charterer, who has assumed responsibility for operating the vessel from the owner and who, on assuming such responsibility, has agreed to take over the duties and responsibilities imposed on fishing vessel owners under the terms of this Agreement, regardless of whether any other organisation or person fulfils some of those duties or responsibilities on behalf of the fishing vessel owner.

1. Required number of ACP fishers to be signed on

1.1. The fishing vessel owner shall sign on African, Caribbean, Pacific (ACP) fishers to work on board their vessel as crew members for the duration of the vessel's fishing activities under the Protocol.

1.2. The minimum number of fishers to be signed on under paragraph 1.1 shall be as follows:

(a) the tuna seiner fleet shall sign on at least six fishers;

(b) the pole-and-line tuna fleet shall sign on at least two fishers;

(c) the surface longliner fleet shall sign on at least five fishers.

Union fishing vessel owners shall endeavour to sign on additional Cabo Verdean seafarers.

1.3. The fishers to be signed on under paragraph 1.1 shall meet the requirements of the flag State's legislation transposing Council Directive (EU) 2017/159[12], including as regards passports, seafarer's books, medical certificates and basic training certificates. The list of requirements resulting from that legislation shall be sent by the flag States to the Cabo Verdean authorities sufficient time in advance. The ACP fishers to be signed on under paragraph 1.1 must be able to understand the working language used on board the fishing vessel and to give orders and instructions and report back in that language.

1.4. The competent Cabo Verdean authorities shall draw up a list of fishers with the required skills, which it shall regularly update and send to fishing vessel owners.

1.5. The master shall draw up, date, and sign a crew list that complies with Form 5 of the IMO Convention on Facilitation of International Maritime Traffic (FAL Convention) and send a copy of the list to the designated authorities of Cabo Verde before the vessel leaves the port area.

1.6. The fishing vessel owner, or the master on their behalf, shall refuse to take a fisher on board their vessel if they do not comply with the requirements laid down in paragraph 1.3.

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[12] Council Directive (EU) 2017/159 of 19 December 2016 implementing the Agreement concerning the implementation of the Work in Fishing Convention, 2007 of the International Labour Organisation, concluded on 21 May 2012 between the General Confederation of Agricultural Cooperatives in the European Union (COGECA), the European Transport Workers' Federation (ETF) and the Association of National Organisations of Fishing Enterprises in the European Union (Europêche) (OJ L 25, 31.1.2017, p. 12).

2. Working conditions

The conditions under which the ACP fishers are taken on board shall comply with the legislation of the Flag State transposing Council Directive (EU) 2017/159, including as regards hours of work and rest, rights of repatriation and occupational safety and health.

3. Fisher's work agreement

3.1. For each fisher engaged on board a Union vessel pursuant to point 1.1, a written work agreement shall be negotiated and signed by both the fisher and the employer.

3.2. This agreement shall comply with the requirements of the legislation of the Flag State transposing Council Directive (EU) 2017/159 (Annex I to the Directive).

4. Remuneration of fishers

4.1. The cost of remuneration and any additional labour costs shall be borne directly or, if the fisher is employed by a private labour market service, indirectly by the fishing vessel owner.

4.2. ACP fishers should be guaranteed a monthly or regular wage, preferably paid by bank transfer, irrespective of the actual amount of fish caught and/or sold. The wage shall be fixed by mutual agreement between the fishing vessel owner or their agent and the fishers and/or their trade unions or representatives. Where no collective bargaining agreement has been concluded and the minimum basic wage of the flag State does not apply, the basic wage conditions granted to ACP fishers shall not be inferior to those applied to crew from the relevant country and shall under no circumstances be below the ILO standards for seafarers meant to provide an international safety net to protect and help ensure decent work for seafarers.

4.3. Fishers shall not have to bear any costs associated with the payments received. Fishers shall be given the means to transmit all or part of the payments received, including advance payments, to their families at no cost.

4.4. Fishers must receive a payslip for every settled remuneration and, if they so request, proof that their wages have been paid.

5. Social security

Cabo Verde shall ensure that fishers ordinarily resident in its territory, and their dependants to the extent provided in national legislation, are entitled to benefit from social security protection under conditions no less favourable than those applicable to other workers, including employed and self-employed persons, ordinarily resident in its territory.

6. Private labour market services

6.1. Private labour market service means:

(a) a recruitment and placement service, meaning any person, company, institution, agency or other organisation in the public or private sector recruiting fishers on behalf of fishing vessel owners or placing fishers with vessel owners;

(b) a private employment agency, meaning any person, company, institution, agency or other organisation in the private sector employing or engaging fishers with a view to making them available to fishing vessel owners, who then assign tasks to them and supervise the execution of those tasks.

6.2. The competent Cabo Verdean authorities shall ensure that Cabo Verdean agents providing private labour market services to both fishers and fishing vessel owners:

(a) do not use any means, mechanisms or lists aimed at preventing or deterring fishers from finding work;

(b) do not directly or indirectly charge fishers any fees or other charges, in money or in kind, in whole or in part, for their labour market services;

(c) do not provide any loans, goods, or services to a fisher to be repaid or paid for by the fisher;

(d) do not deduct from the fisher's remuneration any amount as (re)payment of any loans, goods or services provided prior to the fisher's employment, and

(e) ensure that:

(i) the fisher's work agreement complies with this Chapter and with the laws, regulations and collective bargaining agreements governing it;

(ii) the fisher's work agreement is drawn up in a language which the fisher understands and in the official or working language of the Union fishing vessel concerned;

(iii) recruited fishers are informed of their rights and obligations before they sign their work agreement;

(iv) the necessary measures are taken to enable recruited fishers to examine and seek advice on the terms of their work agreement before signing it;

(v) the recruited fishers receive a signed copy of their work agreement;

(vi) the fishers comply with their obligations under this Chapter; and

(vii) the fishing vessel owner is provided, in good time, with a copy of each payslip and, if the agent handles the payment of remunerations, proof of payment of each remuneration.

6.3. The competent Cabo Verdean authorities shall ensure that Cabo Verdean agents employing fishers in order to place them on board Union fishing vessels sign work agreements with those fishers clearly stating that the agents employ them. The agreements shall be made available to fishing vessel owners, who will assign tasks to the fishers and supervise the execution of those tasks.

6.4. By way of exemption from paragraph 6.2(b), the costs of obtaining a seaman's book, a medical certificate and a passport shall be borne by the fisher or by another person or organisation as laid down by the relevant legislation, the fisher's work agreement or any

collective bargaining agreement. The costs of obtaining a visa and work permit, if required, shall be paid by the employer.

7. Compliance with this Chapter

7.1. The competent authorities of both Parties shall ensure that the legislation applicable to fishers is easily accessible, free of charge, in a comprehensive and transparent form.

7.2. The Cabo Verdean authorities shall ensure that this Chapter is duly implemented in line with their obligations under international law and in accordance with their obligations under this Chapter.

7.3. The authorities of the flag State shall ensure that Sections 1, 2 and 3 are duly implemented on board vessels flying their flag. They shall exercise their responsibility in accordance with the ILO Guidelines for Flag State Inspection of Living and Working Conditions on Fishing Vessels.

7.4. Fishing vessel owners shall be exempted from paying the lump sum referred to in point 7.4 in the following cases:

— where ta fisher included in the list referred to in point 1.4 appears to not comply with the requirements set out in point 1.3,

— where a fisher who has signed a work agreement in accordance with paragraph 3.1 fails to report to the master on the date and at the time specified in the agreement,

— where the Cabo Verdean authorities fail to provide the list referred to in point 1.4.

7.5. The Joint Committee shall monitor compliance with the obligations laid down in this Chapter.

8. Failure to sign on fishers

Fishing vessel owners who fail to sign on Cabo Verdean fishers shall be required to pay, before 30 September of the current year, a flat rate of EUR 20 for each fisher below the number laid down in point 1 for each day their vessels are located in Cabo Verde's fishing zone.

CHAPTER IX

OBSERVERS

1. Observation of fishing activities

Pending the implementation of a system of regional observers, vessels authorised to fish in Cabo Verde's fishing zone under the Agreement shall take on board, instead of regional observers, observers designated by Cabo Verde in accordance with the rules set out in this Chapter.

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

This observation scheme shall comply with the provisions laid down in ICCAT recommendations.

2. Designated vessels and observers

Without prejudice to the provisions of paragraph 1 of this Chapter, the Parties undertake to put in place the necessary technical and logistical conditions for vessels to take on board a minimum number of observers, under the following conditions and limits:

(a) For the purse seine fleet, at least one scientific observer shall be taken on board per vessel, for up to a maximum of three (3) randomly selected vessels.

(a) For the longliner fleet, at least one scientific observer shall be taken on board per vessel, for up to a maximum of three (3) randomly selected vessels.

(a) For the pole-and-line fleet, at least one scientific observer shall be taken on board per vessel, for up to a maximum of two (2) randomly selected vessels.

Cabo Verde shall designate the Union vessels which must allow an observer to board and the observer assigned to them at the latest 15 days before the observer is scheduled to embark.

At the time of issuing the fishing authorisation, Cabo Verde shall inform the Union and the operators, or their agent, of the designated vessels and observers and of the times at which the observer will be present on board each vessel. Cabo Verde shall immediately inform the Union and the operator or their agent of any changes in the designated vessels and observers.

Cabo Verde shall endeavour not to designate observers for vessels which already have an observer on board, or which are already formally obliged to allow an observer to board during the fishing season in question as part of their activities in fishing zones other than Cabo Verde's zone.

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

All observers on board Union vessels must have received the necessary training to ensure their safety on board and be able carry out their observer duties.

Cabo Verde shall provide training for its observers. Observers shall be trained taking into account the procedures in place for observer duties on board Union vessels with the aim of harmonising and coordinating national observer programmes.

The Parties agree to explore the possibilities of including an electronic monitoring system in their observation programmes. Cabo Verde and the Union shall cooperate with the other coastal States of the eastern Atlantic Ocean with a view to a concerted regional implementation of observer programmes within the framework of ICCAT.

3. Flat-rate financial contribution

At the time of paying the fee, operators shall pay Cabo Verde a flat-rate sum of EUR 200 per year for each vessel.

4. Observer's salary

The salary and social contributions of the observer shall be borne by Cabo Verde.

5. Boarding conditions

The boarding conditions for the observer, in particular the duration of their presence on board, shall be defined by mutual agreement between the operator or their agent and Cabo Verde.

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

The operator shall bear the costs of providing accommodation and food on board.

The master shall do everything in their power to ensure the physical safety and welfare of the observer.

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

6. Observer's duties

While on board, observers shall:

(a) take all appropriate measures so as not to interrupt or hinder fishing operations;

(b) respect on-board property and equipment;

(c) respect the confidential nature of any document belonging to the vessel.

7. Boarding and disembarking of observers

The observer shall be taken on board at a port chosen by the operator.

The operator or their agent shall inform Cabo Verde, with a notice period of 10 days, of the date, time and port at which the observer is scheduled to board. If the observer is taken on board in a foreign country, their travel costs to the port of boarding shall be borne by the operator.

If the observer does not present themselves for boarding within 12 hours of the date and time set, the operator shall be automatically discharged from their obligation to allow the observer to embark. The master shall be free to leave the port and start fishing operations.

Where the observer is not set ashore in a Cabo Verdean port, the operator shall bear the costs of repatriating the observer to Cabo Verde as soon as possible.

8. Duties of observers

Observers shall perform the following duties:

(a) observe the fishing activities of the vessel;

(b) verify the position of the vessel during fishing operations;

(c) perform biological sampling in the context of a scientific programme;

(d) record the fishing gear used;

(e) verify catch data for Cabo Verde's fishing zone recorded in the logbook;

(f) verify the percentages of by-catches and estimate discarded catches;

(g) communicate observations by radio, fax or email at least once a week while the vessel is fishing in Cabo Verde's fishing zone, including the quantity of catch and by-catch on board.

9. Observer's reports

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 add comments to 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 send their report to Cabo Verde, which shall forward a copy to the Union within 8 days of setting the observer ashore.

APPENDICES TO THE ANNEX

Appendix 1 – Fishing zone of Cabo Verde

Appendix 2 – Technical conservation measures

Appendix 3 – Contact details for transmitting information under this Protocol

Appendix 4 – Authorisation application form

Appendix 4a – Information to be provided when applying for a licence under the Protocol implementing the Fisheries Agreement between Cabo Verde and the European Union

Appendix 5 – Technical implementation requirements for the vessel monitoring system (VMS) and the system for reporting fishing activities (ERS)

Appendix 6 – Processing of personal data

APPENDIX 1

FISHING ZONE OF CABO VERDE

Cabo Verde's fishing zone extends up to 200 nautical miles from the following baselines:

Points	**Latitude north**	**Longitude west**	**Island**
A.	14° 48' 43.17"	24° 43' 48.85"	I. Brava
C-P1 a Rainha	14° 49' 59.10"	24° 45' 33.11"	—
C-P1 a Faja	14° 51' 52.19"	24° 45' 09.19"	—
D-P1 Vermelharia	16° 29' 10.25"	24° 19' 55.87"	S. Nicolau
E.	16° 36' 37.32"	24° 36' 13.93"	Ilhéu Raso
F-P1 a da Peça	16° 54' 25.10"	25° 18' 11.00"	Santo Antão
F.	16° 54' 40.00"	25° 18' 32.00"	—
G-P1 a Camarín	16° 55' 32.98"	25° 19' 10.76"	—
H-P1 a Preta	17° 02' 28.66"	25° 21' 51.67"	—
I-P1 A Mangrade	17° 03' 21.06"	25° 21' 54.44"	—
J-P1 a Portinha	17° 05' 33.10"	25° 20' 29.91"	—
K-P1 a do Sol	17° 12' 25.21"	25° 05' 56.15"	—
L-P1 a Sinagoga	17° 10' 41.58"	25° 01' 38.24"	—
M-Pta Espechim	16° 40' 51.64"	24° 20' 38.79"	S. Nicolau
N-Pta Norte	16° 51' 21.13"	22° 55' 40.74"	Sal
O-Pta Casaca	16° 50' 01.69"	22° 53' 50.14"	—
P-Ilhéu Cascalho	16° 11' 31.04"	22° 40' 52.44"	Boa Vista
Pl-Ilhéu Baluarte	16° 09' 05.00"	22° 39' 45.00"	—
Q-Pta Roque	16° 05' 09.83"	22° 40' 26.06"	—
R-Pta Flamengas	15° 10' 03.89"	23° 05' 47.90"	Maio
S.	15° 09' 02.21"	23° 06' 24.98"	Santiago
T.	14° 54' 10.78"	23° 29' 36.09"	—
U-D. Maria Pia	14° 53' 50.00"	23° 30' 54.50"	I. de Fogo
V-Pta Pesqueiro	14° 48' 52.32"	24° 22' 43.30"	I. Brava
X-Pta Nho Martinho	14° 48' 25.59"	24° 42' 34.92"	—

II >	14° 48’ 43.17”	24° 43’ 48.85”	

Pursuant to the treaty signed on 17 February 1993 between the Republic of Cabo Verde and the Republic of Senegal, the maritime border with Senegal is delineated by the following points:

Points	**Latitude north**	**Longitude west**
A	13° 39’ 00”	20° 04’ 25”
B	14° 51’ 00”	20° 04’ 25”
C	14° 55’ 00”	20° 00’ 00”
D	15° 10’ 00”	19° 51’ 30”
E	15° 25’ 00”	19° 44’ 50”
O	15° 40’ 00”	19° 38’ 30”
G	15° 55’ 00”	19° 35’ 40”
H	16° 04’ 05”	19° 33’ 30”

Pursuant to the Treaty signed between the Republic of Cabo Verde and the Islamic Republic of Mauritania, the maritime border between the two countries is delineated by the following points:

Points	**Latitude north**	**Longitude west**
H	16° 04,0′	019° 33,5′
I	16° 17,0′	019° 32,5′
J	16° 28,5′	019° 32,5′
K	16° 38,0′	019° 33,2′
L	17° 00,0′	019° 32,1′
M	17° 06,0′	019° 36,8′
N	17° 26,8′	019° 37,9′
M	17° 31,9′	019° 38,0′
P	17° 44,1′	019° 38,0′
Q	17° 53,3′	019° 38,0′
R	18° 02,5′	019° 42,1′

S	18° 07,8′	019° 44,2′
T	18° 13,4′	019° 47,0′
U	18° 18,8′	019° 49,0′
V	18° 24,0′	019° 51,5′
X	18° 28,8′	019° 53,8′
Y	18° 34,9′	019° 56,0′
Z	18° 44,2′	020° 00,0′

APPENDIX 2

TECHNICAL CONSERVATION MEASURES

1. Measures applicable to all categories:

(a) Prohibited species:

In accordance with the Convention on the Conservation of Migratory Species of Wild Animals (CMS) and with ICCAT resolutions, is prohibited to fish giant manta ray (*Manta birostris*), basking shark (*Cetorhinus maximus*), 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*) and silky shark (*Carcharhinus falciformis*).

Fishing whale shark (*Rhincondon typus*) is prohibited under Cabo Verdean legislation.

Prohibition on removing shark fins: It is prohibited to remove shark fins on board vessels, and to retain on board, tranship or land shark fins. Without prejudice to the above, shark fins may be partially sliced through and folded against the carcass in order to facilitate on-board storage, but must not be removed from the carcass before landing.

(b) Transhipment at sea:

Transhipment at sea is prohibited. Any transhipment operation must be carried out in the waters of a Cabo Verdean port authorised for this purpose.

2. Specific measures

SHEET 1: POLE-AND-LINE TUNA VESSELS

1) Fishing zone: beyond 12 nautical miles from the base line.

2) Authorised gear: pole and line.

3) Target species: yellowfin tuna (*Thunnus albacares*), bigeye tuna (*Thunnus obesus*) and skipjack tuna (*Katsuwonus pelamis*).

4) By-catches: compliance with ICCAT and FAO recommendations.

5) Live bait: Live-bait fishing

Fishing for live bait is limited to a number of days per month to be laid down by the Joint Committee. The Parties shall agree on practical arrangements to allow this category of vessels to fish or collect the live bait needed for fishing. If such activities are carried out in sensitive areas or with non-conventional gear, these arrangements shall be laid down on the basis of recommendations of the Cabo Verdean Scientific Institute and in agreement with the Cabo Verdean authorities.

SHEET 2: TUNA SEINERS

1) Fishing zone: beyond 18 nautical miles from the base line, taking into account the archipelagic nature of Cabo Verde's fishing zone.

2) Authorised gear: seine.

3) Target species: yellowfin tuna (*Thunnus albacares*), bigeye tuna (*Thunnus obesus*) and skipjack tuna (*Katsuwonus pelamis*).

By-catches: compliance with ICCAT and FAO recommendations.

SHEET 3: SURFACE LONGLINERS

1) Fishing zone: beyond 18 nautical miles from the base line.

2) Authorised gear: surface longline.

3) Target species: swordfish (*Xiphias gladius*), blue shark (*Prionace glauca*), yellowfin tuna (*Thunnus albacares*) and bigeye tuna (*Thunnus obesus*).

By-catches: compliance with ICCAT and FAO recommendations.

3. Updates

The Parties shall consult each other in the Joint Committee to update these technical conservation measures on the basis of scientific recommendations.

APPENDIX 3

Contact details for notifications under this Protocol

I – For the Union:

European Commission – Directorate-General for Maritime Affairs and Fisheries (DG MARE)
Postal address: Rue Joseph II 99 — 1049 Brussels – BELGIUM
Email: MARE-B3@ec.europa.eu

Application for licences, inspection sheets, notifications of infringement reports:
Email: MARE-LICENCES@ec.europa.eu

Catch monitoring:
Email: MARE-CATCHES@ec.europa.eu

ERS/VMS connection via FLUX:
Email: fish-fidesinfo@ec.europa.eu

II – For Cabo Verde:

DNPA – DIREÇÃO NACIONAL DE PESCA E AQUACULTURA
Cova de Inglesa (Edifício do Campus do Mar)
C. Postal 132 Mindelo São Vicente República de Cabo Verde
Telephone numbers: +238 230 00 68 / 986 48 25
Email: acordo.dgpescas@dgpescas.gov.cv

COSMAR – CENTRO DE OPERAÇÕES DE SEGURANÇA MARÍTIMA
Antigo Aeroporto da Praia- Achada Grande Frente - Ilha Santiago
Republic of Cabo Verde
Telephone numbers: +238 2631043
Email: cosmar.secretaria@gmail.com

IGP – INSPEÇÃO GERAL DAS PESCAS
Avenida Marginal, Mindelo, Cabo Verde
(Edifício do Ex-Comando Naval, Mindelo São Vicente)
C. Postal 34 - Telephone numbers: +238 230 00 85 / 238 516 26 52
238 991 77 84
Email:

IMAR - INSTITUTO DO MAR
Cova de Inglesa (Edifício do Campus do Mar)
C. Postal 132 Mindelo São Vicente República de Cabo Verde
Telephone numbers: + 238232 13 73/74
Email: gabinete.cd@imar.gov.cv

APPENDIX 4

FISHING AUTHORISATION APPLICATION FORM

FISHERIES AGREEMENT BETWEEN CABO VERDE AND THE 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. Telephone number:

   Fax:

   Email:
5. Master's name:

   Nationality:

   Email:
6. Name and address of local agent:

II. VESSEL IDENTIFICATION DETAILS

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 length overall (metres):

    Breadth overall (metres):

Tonnage (expressed in GT London)

15. Engine type:

Engine power (in kW):

16. No of crew:

17. Conservation method on board:

☐ ice

☐ refrigeration

☐ mixed

☐ freezing

18. Processing capacity per day (24 h) in tonnes:

Number of fish holds:

Total capacity of fish holds (m^3):

19. VMS. Details of the automatic location device:

Manufacturer:

Model:

Serial number:

Software version:

Satellite operator (MCSP):

IV. FISHING ACTIVITY

20. Authorised fishing gear

☐ purse seine

☐ longlines

☐ pole-and-line

21. Place for landing catch:

22. License 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 4A

Information to be provided when applying for a licence under the Protocol implementing the Fisheries Agreement between Cabo Verde and the European Union

Unless otherwise specified, the following information must be provided regarding the applicant, the shipowner, identification of the vessel, its technical data and the period applied for.

- Name of applicant
- Applicant's telephone number
- Applicant's email address
- Name of shipowner
- Shipowner's address
- Name of master
- Master's nationality
- Master's email address
- Name and address of local agent
- Name of vessel
- Flag State
- Port of registration
- IRCS
- External marking
- MHz
- IMO No (if applicable)
- ICCAT No
- Date of current flag registration
- Previous flag (if any)
- Place of construction
- Date of construction
- Call frequency
- Satellite telephone number
- LOA (metres)
- Tonnage (expressed in GT London)
- Type of engine
- Engine power (kW)
- Number of crew on board

– Nationalities of crew on board
– Conservation method on board
– Processing capacity per day (24 hours) in tonnes
– Number of fish holds
– Total capacity of fish holds (m^3)
– VMS manufacturer (optional)
– VMS model (optional)
– VMS Serial No (optional)
– VMS software version (optional)
– Satellite operator (optional)
– Authorised fishing gear
– Place for landing catch
– Requested authorisation start date
– Requested authorisation end date

APPENDIX 5

Technical implementation requirements for the vessel monitoring system (VMS) and the system for reporting fishing activity (ERS)

Section 1 – Common provisions on the transmission of vessel position data and on ERS deployment by the Parties; business continuity

(1) Union vessels shall not be considered to be in a situation of non-compliance in the event of a technical defect affecting the transmission of vessel position data or fishing activity data ('ERS data') between the FMCs concerned.

(2) The Parties shall set up a connection based on the FLUX Transportation Layer software provided by the European Commission and shall use the format UN/FLUX. Cabo Verde shall ensure that its electronic equipment is compatible with the Union system.

(3) The Parties shall implement an acceptance environment for testing purposes before they start using the production environment. The Union shall send test messages to the Cabo Verdean FMC in the acceptance environment. Once the tests have been successfully completed, the Parties shall agree on the date from which vessel position data and ERS data is to be sent automatically via the FLUX software.

(4) Until that date, position data of Union vessels and ERS data shall be sent using the formats and arrangements in place at the time of entry into application of this Protocol.

(5) The FMCs of the flag State and of Cabo Verde shall exchange their contact email addresses and shall promptly inform each other of any changes to these addresses.

(6) The FMCs of the flag State and Cabo Verde shall inform each other as soon as possible of any interruption in the automatic transmission of data; they shall endeavour to restore automatic transmission and shall notify the other Party as soon as it has been restored. The Joint Committee shall deal with any dispute that may arise.

(7) If the interruption lasts for more than 24 hours, the FMC of the flag State shall provide data by email, at a frequency as provided for in Sections 2 and 3, until automatic transmission resumes.

(8) Data affected by the interruption shall also be sent using automatic communication systems once these have been restored.

(9) Each Party shall ensure that the data is consistent; in particular, they shall see to it that suitable filters are integrated into their systems and applied to the data to ensure that only data relating to fishing activities in Cabo Verde's fishing zone are taken into account.

Section 2 – Technical requirements for VMS data transmission

1. Vessel position data – Vessel monitoring system

The flag State FMC shall ensure that vessel position data is automatically processed and electronically transmitted, using the centralised connection provided by the European Commission. The vessel position data must be recorded in a secure manner and kept by the Parties for a period of 3 years.

The first position recorded after entry into Cabo Verde's fishing 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 a vessel exits from Cabo Verde's fishing zone, which shall be identified by the code 'EXI'.

2. Transmission by the vessel in the event of breakdown of the vessel monitoring device

Vessels fishing in Cabo Verde's fishing zone with a defective vessel monitoring device must send their position messages by email to the flag State FMC at least every 4 hours, providing all the mandatory information. The FMC of the flag State shall inform the Cabo Verdean FMC of this change. Position data shall then be transmitted at 4-hour intervals.

The Cabo Verdean FMC shall inform the flag State FMC and the Union of any interruption in the reception of position messages from a vessel holding a fishing authorisation where the vessel has not notified its exit from the zone.

If the malfunction affects the electronic systems managed by the Union, the flag State FMC shall, every 24 hours, forward all position messages received to the Cabo Verdean FMC by email. The Cabo Verdean FMC may demand this arrangement of the flag State FMC if the malfunction concerns its system and it persists beyond 48 hours despite its best efforts to repair it.

The Cabo Verdean authorities shall inform their competent inspection departments so that Union vessels are not found to be in violation of their obligation to transmit vessel position data.

Structure of messages communicating vessel position data to Cabo Verde

Data	Code	Obligatory (O)/Facultative (F)	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	O	Vessel detail – Unique contracting party number Alpha-3 code (ISO-3166) followed by number

UVI (Unique Vessel Identifier)/IMO number	IM	M	Vessel detail – IMO number Mandatory if the ship has such a number
External registration number	XR	M	Vessel detail – Number on side of vessel (ISO 8859.1)
Latitude	LT	M	Vessel position details – Latitude of position in decimal degrees (WGS84) ± DD.ddd. Positive numbers for the northern hemisphere; negative numbers for the southern hemisphere. The sign (+) need not be transmitted. Non-significant zeros may be omitted. The value must be between -90 and +90.
Longitude	LG	M	Vessel position details – Longitude of position in decimal degrees (WGS84) ± DD.ddd. Positive numbers for the northern hemisphere; negative numbers for the southern hemisphere. The sign (+) need not be transmitted. Non-significant zeros may be omitted. The value must be between -180 and +180.
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 record	ER	M	System detail indicating end of record

Section 3 – Technical implementation requirements for the system for recording fishing activities and reporting ERS data

1. The master of a Union fishing vessel holding an authorisation issued under this Protocol shall, when in Cabo Verde's 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 the Cabo Verdean FMC by ERS or by other means of communication no later than 2 hours before the entry or exit;

(b) record daily the position of the vessel at noon if no fishing activity 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; quantities shall be expressed in kilograms of live weight or, where required, the number of individual fish;

(d) transmit daily to its flag State, no later than at 24:00, the data recorded in the electronic fishing logbook; this data must be transmitted for each day spent in Cabo Verde's fishing zone, even where no catch has been taken. The data shall also be transmitted before each exit from the fishing zone.

2. The flag State FMC shall make the ERS data available to the Cabo Verdean FMC. The flag State FMC shall transmit instant ERS messages (COE, COX, PNO) promptly and automatically to the Cabo Verdean FMC; other ERS messages from the vessel shall be automatically transmitted once a day.

3. Until the end of the testing phases provided for in Section 1:

— data shall be transmitted via the Data Exchange Highway (DEH) in EU-ERS (v 3.1) format;

— notifications of transhipments shall be made by email to the competent authority of Cabo Verde;

— only instant (catch on entry (COE), catch on exit (COX) and prior notification (PNO)) messages are to be transmitted promptly and automatically. Other types of messages shall be made available to the Cabo Verdean FMC at its automatic request. Once the UN/FLUX format has been effectively implemented, these transmission arrangements shall only concern specific requests for historical data.

4. The data shall be transmitted using the format and processes described in the implementation document available on the European Commission's website.

5. The Cabo Verdean FMC shall confirm receipt of 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 the Cabo Verdean FMC receives in response to a request it has submitted itself.

6. Where a defect occurs in the transmission between the vessel and the flag State FMC, the flag State FMC shall promptly notify the master or operator of the vessel or 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.

7. In the event of a malfunction 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 malfunction. 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 Cabo Verdean port within 24 hours. The vessel shall not be authorised to leave that port or return to the fishing zone until the FMC of its flag State has established that the ERS system is functioning correctly again.

8. If the Cabo Verdean FMC fails to receive ERS data due to a malfunction of the electronic systems managed by the Union, the flag State FMC shall, every 24 hours, forward all ERS messages received from their vessels during the malfunction by email to the Cabo Verdean FMC.

9. If the non-transmission of data is due to a defect of electronic systems managed by Cabo Verde, the Cabo Verdean FMC shall contact the flag State FMCs, which shall agree on the arrangements to be made for resending the missing data. The flag States must forward the data within a reasonable period of time.

10. The same procedure may be applied at the request of Cabo Verde in the event of maintenance operations lasting more than 24 hours and affecting the systems managed by the Union or by Cabo Verde.

11. Cabo Verde shall inform its competent inspection departments so that Union vessels are not considered to be in breach of their obligation to transmit ERS data.

Appendix 6

Processing of personal data

1. Definitions and scope

1.1. Definitions

For the purposes of this Appendix, the definitions in Article y of the Sustainable Fisheries Agreement, and the following definitions, shall apply:

a. ‘personal data’ means any information relating to an identified or identifiable natural person (‘data subject’); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, or location data;

b. ‘processing’ means any operation or set of operations performed on personal data or on sets of personal data, whether or not by automated means, such as collecting, recording, organising, structuring, storing, adapting or altering, retrieving, consulting, using, disclosing by transmission or dissemination or making available by other means, aligning or combining, restricting, erasing or destroying;

c. ‘transferring authority’ means a public authority that sends personal data;

d. ‘receiving authority’ means a public authority to which personal data is sent;

e. ‘data breach’ means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or otherwise processed;

f. ‘onward transfer’ means the transfer of personal data by a receiving party to an entity that is not a signatory to this Protocol (‘third party’);

g. ‘supervisory authority’ means an independent public authority responsible for monitoring the application of this Article in order to protect the fundamental rights and freedoms of natural persons in relation to the processing of personal data.

1.2. Scope

The persons concerned by this Protocol are, in particular, natural persons who own fishing vessels and their agents, and masters and crew engaged on board fishing vessels operating under this Protocol.

With regard to the implementation of this Protocol, in particular as regards grant applications, monitoring of fishing activities and the fight against illegal fishing, the following data may be exchanged and further processed:

— the identification and contact details of the vessel;

— the activities of a vessel or relating to a vessel, its position and movements, its fishing activity or fishing-related activity, collected through checks, inspections or observers;

— data relating to vessel owner(s) or their agent, such as their name, nationality, business contact details and business bank account;

— data relating to a local agent, such as their name, nationality and business contact details;

— data relating to vessel masters and crew members, such as their names, nationality, function and, in the case of the master, contact details;

— data relating to fishers taken on board, such as their name, contact details, training and health certificate.

1.3. Responsible authorities

The authorities responsible for processing the data are the European Commission and the authority of the flag Member State, for the Union, and Cabo Verde.

2. Personal data protection safeguards

2.1. Purpose limitation and data minimisation

The personal data requested and transferred under this Protocol shall be adequate, relevant and limited to what is necessary for the implementation of the Protocol, i.e. for processing fishing authorisations and monitoring and surveilling the activities of Union vessels. The Parties shall exchange personal data under this Protocol only for the specific purposes set out in the Protocol.

The data received shall not be processed for purposes other than those referred to above, or else they shall be anonymised.

Upon request, the receiving authority shall inform the transferring authority without delay of how the data provided is used.

2.2. Accuracy

The Parties shall ensure that personal data transferred under this Protocol is accurate and pertinent and that it is regularly updated as required based on what is known to the transferring authority. If one of the Parties finds that the personal data transferred or received is inaccurate, it shall inform the other Party without delay and shall correct and update it as necessary.

2.3. Storage limitation

Personal data shall not be kept for longer than is necessary for the purpose for which it was exchanged; it shall be kept for a maximum of 1 year after expiry of this Protocol unless the data is necessary to follow up an infringement, inspection or judicial or administrative proceedings. In that case, the data may be kept for as long as is necessary to enable the infringement or inspection to be followed up or until the judicial or administrative proceedings have been definitively closed.

If personal data is kept for longer, it shall be anonymised.

2.4. Security and confidentiality

Personal data shall be processed in such a way as to ensure that it is properly secure, taking into account the specific risks of processing, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage. The authorities responsible for processing shall address any data breach and take all measures necessary to

remedy or mitigate any adverse effects of such personal data breaches. The receiving authority shall notify such a breach to the transferring authority as soon as possible, and the two authorities shall cooperate with each other as required and in a timely manner in order for each Party to be able to comply with its obligations arising as a result of a personal data breach under its national legal framework.

The Parties undertake to put in place appropriate technical and organisational measures to ensure that processing complies with the provisions of this Protocol.

2.5. Rectification or erasure

The Parties shall ensure that the transferring and receiving authorities take all reasonable steps to ensure that personal data is, as appropriate, promptly rectified or erased if the processing is not compliant with the provisions of this Protocol, in particular because the data is not adequate, relevant or accurate or because it is excessive in relation to the purpose of the processing.

The Parties shall notify each other of any rectification or erasure.

2.6. Transparency

The Parties shall ensure that data subjects are informed, by way of individual notification and publication of this Agreement on their websites, of the type of data transferred and further processed, the manner in which personal data is processed, the relevant tool used for the transfer, the purpose of the processing, the third parties or categories of third parties to which the information may be further transferred, the individual rights and mechanisms available to them to exercise their rights and obtain redress, and details of where they can bring proceedings or lodge complaints.

2.7. Onward transfer

The receiving authority shall transfer personal data received under this Protocol to a third party established in a country other than the flag Member States only if this is justified by an important public interest objective that is also recognised in the legislation applicable to the transferring authority, and if the other requirements laid down in the Appendix (in particular as regards purpose limitation and data minimisation) are met; and

a. if the European Commission has adopted an adequacy decision pursuant to Article 45 of Regulation (EU) 2016/679 (‘adequacy decision’) in respect of the country where the third party is located or where the international organisation is located and that decision covers the onward transfer; or

b. in specific cases, where such transfer is necessary for the transferring authority to fulfil its obligations towards regional fisheries management organisations or regional fisheries organisations; or

c. in exceptional cases and where deemed necessary, provided that the third party undertakes to process the data only for the specific purpose(s) for which they are further transferred and to erase them as soon as processing is no longer necessary for that purpose.

3. Data subject rights

3.1. Access to personal data

At the request of a data subject, the receiving authority shall:

a. confirm to the data subject whether or not personal data relating to them is being processed;

b. provide information on the purpose of the processing, types of personal data, storage period (if possible), right to request rectification/deletion, right to lodge a complaint, etc.;

c. provide a copy of the personal data;

d. provide general information on the applicable safeguards.

3.2. Correction of personal data

At the request of a data subject, the receiving authority shall rectify any of the data subject's personal data that is incomplete, inaccurate or obsolete.

3.3. Deletion of personal data

At the request of a data subject, the receiving authority shall:

a. erase any personal data relating to the data subject that has been processed in a manner that is not compliant with the safeguards set out in this Protocol;

b. erase any personal data relating to the data subject that is no longer necessary for the purposes for which it was lawfully processed;

c. discontinue the processing of personal data if the data subject objects on grounds relating to their particular situation, unless there are compelling legitimate grounds for the processing which override the interests, rights and freedoms of the data subject.

3.4. Procedures

The receiving authority shall respond promptly, within a reasonable time frame and in any event within 1 month of the request, to requests from data subjects concerning access to – or rectification or erasure of – their personal data. The receiving authority may take appropriate steps, such as charging reasonable fees to cover administrative costs or refusing to act on a request that is manifestly unfounded or excessive.

If a data subject's request is refused, the receiving authority shall inform the data subject of the reasons for the refusal.

3.5. Restrictions

The above rights may be restricted if such restriction is laid down in law and is necessary and proportionate in a democratic society for the prevention, investigation, detection and prosecution of criminal offences.

Those rights may also be restricted in order to safeguard a monitoring, inspection or regulatory function connected, even occasionally, to the exercise of official authority.

They may also be restricted, under the same conditions, for the protection of the data subject or of the rights and freedoms of others.

4. Redress and independent supervision

4.1 Independent supervision

Compliance of the processing of personal data with this Protocol shall be subject to independent supervision by an external or internal body that exercises independent supervision and has investigative and remedial powers.

4.2 Supervisory authorities

For the Union, such supervision shall be exercised by the European Data Protection Supervisor (EDPS), where the processing falls under the competence of the Commission, or by the national data protection supervisory authorities, where it falls under the competence of the flag Member State.

For Cabo Verde, the responsible authority is the CNDP.

The authorities referred to above shall deal with and resolve complaints from data subjects relating to the processing of their personal data under this Protocol in an effective and timely manner.

4.3 Right of redress

Each Party shall ensure that, within its legal system, a data subject who believes that an authority has failed to comply with the safeguards set out in Article 12 and this Appendix, or who believes that their personal data has been subject to a breach, may seek compensation from that authority to the extent permitted by the applicable legislation before a court of law or equivalent body.

In particular, any complaint against either authority may be addressed to the EDPS, in the case of the European Commission, and to the CNDP in the case of Cabo Verde. In addition, certain complaints against either authority may be brought before the Court of Justice of the European Union, in the case of the European Commission, and before Cabo Verdean courts in the case of Cabo Verde.

In the event of a dispute or a complaint lodged by a data subject against the transferring authority, the receiving authority or both authorities in connection with the processing of their personal data, the authorities shall inform each other thereof and make every effort to resolve the dispute or complaint amicably as soon as possible.

4.5 Exchange of information

The Parties shall keep each other informed of any complaints they receive concerning the processing of personal data under this Protocol and of their resolution.

5. Revision

The Parties shall notify each other of any changes to their legislation that have a bearing on personal data processing. Each Party shall periodically review its policies and procedures implementing Article 12 and this Appendix and their effectiveness; at the reasonable request of either Party, the other Party shall review its personal data processing policies and procedures to verify and confirm that the safeguards set out in Article 12 and this Appendix are implemented effectively. The results of the review shall be communicated to the requesting Party.

If necessary, the Parties shall agree on any changes needed to this Annex in the Joint Committee.

6. Suspension of transfer

Where the Parties are unable to amicably settle disputes concerning the processing of personal data in accordance with this Appendix, the transferring Party may suspend or terminate the transfer of personal data until it considers that the matter has been satisfactorily resolved by the receiving Party. Data already transferred shall continue to be processed in accordance with this Appendix.

ANNEX 2 – PROCEDURE FOR APPROVAL OF AMENDMENTS TO THE PROTOCOL TO BE ADOPTED BY THE JOINT COMMITTEE

Where the Joint Committee is asked to adopt amendments to the Protocol under Article 9 of the Fisheries Partnership Agreement between the European Community and the Republic of Cabo Verde and Articles 6 and 9 of the Protocol, the Commission is authorised to approve the proposed amendments on behalf of the Union, under the following conditions:

(1) The Commission shall ensure that the approval on behalf of the Union:

(a) is in accordance with the objectives of the common fisheries policy;

(b) is consistent with the relevant rules adopted by regional fisheries management organisations and takes account of joint management by coastal states;

(c) takes account of the most recent statistical, biological and other relevant information sent to the Commission.

(2) Before approving the proposed amendments on behalf of the Union, the Commission shall submit them to the Council in sufficient time before the relevant Joint Committee meeting.

(3) The Council shall assess whether the proposed amendments comply with the criteria laid down in point 1 of this Annex.

(4) Unless a number of Member States equivalent to a blocking minority of the Council, in accordance with Article 16(4) of the Treaty on European Union, object to the proposed amendments, the Commission shall approve them on behalf of the Union. If there is such a blocking minority, the Commission shall reject the proposed amendments on behalf of the Union.

(5) If, in the course of subsequent meetings of the Joint Committee, including on the spot, it is impossible to reach an agreement, the matter shall be referred back to the Council, in accordance with the procedure set out in points 2 to 4, in order for the Union position to take account of new factors.

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

As regards other matters which do not concern amendments to the Protocol, in accordance with Article 9 of the Fisheries Partnership Agreement between the European Community and the Republic of Cabo Verde and Articles 6 and 9 of the Protocol, the position to be adopted by the Union within the Joint Committee shall be determined in accordance with the Treaties and established working practices.