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To:	Ms Thérèse BLANCHET, Secretary-General of the Council of the European Union
No. Cion doc.:	COM(2024) 286 final
Subject:	ANNEX to the Proposal for a COUNCIL DECISION on the signing, on behalf of the European Union, and provisional application of the Implementing Protocol (2024-2029) to the Fisheries Partnership Agreement between the European Community and the Republic of Guinea-Bissau

Delegations will find attached document COM(2024) 286 final.

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ANNEX

ANNEX

to the

Proposal for a COUNCIL DECISION

on the signing, on behalf of the European Union, and provisional application of the Implementing Protocol (2024-2029) to the Fisheries Partnership Agreement between the European Community and the Republic of Guinea-Bissau

ANNEX

PROTOCOL (2024-2029) on the implementation of the Fisheries Partnership Agreement between the European Community and the Republic of Guinea-Bissau

Article 1

Objective

The objective of this Protocol is to implement the provisions of the Fisheries Partnership Agreement between the European Community and the Republic of Guinea-Bissau[1] ('the Agreement') by specifying, in particular, the conditions governing access by vessels of the European Union ('the Union') to the fishing zone of the Republic of Guinea-Bissau ('Guinea-Bissau') and setting out the provisions for implementing the sustainable fisheries partnership.

This Protocol shall be interpreted and applied in the context of, and in a manner consistent with, the Agreement.

Article 2

Relationship between the Protocol and other agreements and legal instruments

This Protocol shall be interpreted and applied in accordance with:

(a) the 1982 United Nations Convention on the Law of the Sea (UNCLOS);

(b) the recommendations and resolutions of the International Commission for the Conservation of Atlantic Tunas (ICCAT) or other relevant regional fisheries organisations, such as the CECAF (Fishery Committee for the Eastern Central Atlantic);

(c) the 1995 United Nations Fish Stocks Agreement;

(d) the 1995 Code of Conduct for Responsible Fisheries (FAO);

(e) the 2009 Agreement on Port State Measures (FAO);

(f) the Voluntary Guidelines for Securing Sustainable Small-Scale Fisheries in the Context of Food Security and Poverty Eradication published in 2015 (FAO);

and in a manner compatible with them.

Article 3

Principles

1. In accordance with the principle of transparency, the Parties undertake to publish and exchange information on any agreement allowing foreign vessels to enter Guinea-Bissau's fishing zone and on the resulting fishing effort, in particular the number of authorisations issued and the catches made.

2. The Parties undertake to promote responsible fishing in Guinea-Bissau's fishing zone on the basis of the principle of non-discrimination. Guinea-Bissau undertakes not to grant more favourable technical conditions than those contained in this Protocol to other foreign fleets operating in its fishing zone that have the same characteristics

[1] OJ L 342, 27.12.2007, p. 5.

and target the same species. The conditions in question concern the conservation, sustainable exploitation, development and management of resources, and fees and rights relating to the issuing of fishing authorisations operating in its fishing zone.

3. With respect to straddling or highly migratory fish stocks, the Parties shall take due account of scientific assessments conducted at national and regional level, as well as conservation and management measures adopted at national level and by relevant regional fisheries management organisations (RFMOs), to determine the resources available for access.

4. The Parties undertake to ensure that this Protocol is implemented in accordance with Article 9 of the Agreement between the Organisation of African, Caribbean and Pacific States, of the one part, and the European Union and its Member States, of the other part, as last amended[2] ('the Samoa Agreement'), concerning the essential elements regarding human rights, democratic principles and the rule of law and the fundamental elements regarding good governance, sustainable development and sound environmental management.

5. 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 Organization (ILO) and the International Maritime Organization (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 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, and a safe and healthy working environment and decent living and working conditions on board Union fishing vessels.

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

7. In accordance with Article 5 of the Agreement, Union vessels may engage in fishing activities in Guinea-Bissau's fishing zone only if they are in possession of a fishing authorisation issued under this Protocol as set out in its Annex. The issuing of any fishing licence to Union vessels outside the framework of this Protocol, in particular in the form of direct licences, shall be prohibited.

Article 4

Fishing opportunities

The fishing opportunities granted to Union vessels under Article 5 of the Agreement shall be set in accordance with this article:

1. Fishing opportunities shall be expressed in terms of fishing effort, either on the basis of gross registered tonnage (GRT) or on the basis of total allowable catch (TAC), as specified below:

(a) demersal species (crustaceans, cephalopods and fish) and small pelagics:

[2] OJ EU L 2862, 28.12.2023, p. 10.

(1) freezer fin-fish and cephalopod trawlers: 3 500 GRT per year;

(2) freezer shrimp trawlers: 3 700 GRT per year;

(3) small-pelagic trawlers: 0 tonnes per year;

(b) highly migratory species (species listed in Annex I to the 1982 United Nations Convention on the Law of the Sea), except the *Alopiidae* family, the *Sphyrnidae* family and the following species: *Cetorhinus maximus, Rhincodon typus, Carcharodon carcharias, Carcharinus falciformis, Carcharinus longimanus*;

(1) freezer tuna seiners and longliners: 28 vessels;

(2) pole-and-line tuna vessels: 13 vessels.

2. Support vessels shall be authorised subject to the conditions set out in this Annex and in accordance with the relevant ICCAT resolutions and recommendations.

3. The Parties reaffirm their commitment to a transition from an effort management system to a catch limit system based on the TAC, which will be able to take place when the technical and legal conditions are met, entailing, in particular, the effective use of a system of electronic catch reporting (electronic reporting system, ERS) and catch data processing, in accordance with the provisions set out in the Annex. The Joint Committee provided for in Article 10 of the Agreement ('the Joint Committee') shall decide when the terms and conditions enabling that transition have been met.

4. Paragraph 1 of this article shall apply subject to Articles 10 and 11.

Article 5

Duration

This Protocol and its Annex shall apply for a period of 5 years from the 1st day of provisional application pursuant to Article 19, unless notice of termination is given as provided for in Article 18.

Article 6

Financial contribution

1. For the period referred to in Article 5 of this Protocol, the financial contribution referred to in Article 7 of the Agreement shall be EUR 17 000 000 per year.

2. This financial contribution shall comprise:

(a) an annual amount of EUR 12 500 000 for access to fishery resources in Guinea-Bissau's fishing zone; and

(b) a specific amount of EUR 4 500 000 per year in support of Guinea-Bissau's sectoral fisheries policy.

3. Paragraph 1 of this article shall apply subject to Articles 10, 11, 17 and 18.

4. Payment of the financial contribution pursuant to point (a) of paragraph 2 shall be made no later than 90 days after the date of provisional application of this Protocol and no later than 30 days after the anniversary date of the provisional application of this Protocol in the following years.

5. The Guinea-Bissau authorities shall have full discretion regarding the use to which the financial contribution referred to in point (a) of paragraph 2 is put.

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

7. Each component of the financial contribution shall be included in the State budget and shall be subject to the rules and procedures for the management of the public finances of Guinea-Bissau.

Article 7

Sectoral support

1. Sectoral support 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 in Guinea-Bissau by, in particular:

– strengthening the monitoring, control and surveillance of fishing activities (including by putting in place an ERS and ensuring it is operational);

– strengthening the collection and processing of data for scientific purposes and the capacity to analyse and assess fishery resources and fisheries;

– boosting the capacity of operators in the fisheries sector;

– supporting small-scale fishing;

– strengthening international cooperation;

– improving the conditions for exporting fishery products and promoting investment in the sector;

– developing infrastructure relevant to fisheries;

– supporting the blue economy and developing aquaculture.

2. No later than 3 months after the start of the provisional application of this Protocol, the Joint Committee shall agree on a multiannual sectoral programme and rules for implementing it, in particular:

(a) annual and multiannual guidelines for using the financial contribution referred to in Article 6(2)(b);

(b) the objectives, both annual and multiannual, to be achieved with a view to promoting sustainable and responsible fishing, taking account of the priorities expressed by Guinea-Bissau in its national fisheries policy or other relevant policies, in particular as regards support for small-scale fisheries, surveillance, monitoring and combating of illegal, undeclared and unregulated (IUU) fishing, and priorities for reinforcing Guinea-Bissau's scientific capacities in the fisheries sector;

(c) the criteria and procedures, including, where appropriate, budgetary and financial indicators, to be used for evaluating the results obtained each year.

3. Any proposed amendments to the sectoral programme must be approved by both Parties within the Joint Committee.

4. Each year Guinea-Bissau shall submit a report and supporting documents, to be examined by the Joint Committee, on the progress made on the projects implemented with sectoral financial support. A final report shall also be submitted by Guinea-Bissau before this Protocol expires.

5. The Union may revise or suspend, partially or totally, payment of the specific financial contribution provided for in Article 6(2)(b) in the event of failure to implement it or if the results obtained are inconsistent with the programming, following an evaluation carried out by the Joint Committee. Payment of the financial contribution shall resume, following consultation and agreement between the Parties, as soon as this is justified by the results achieved.

6. The Parties shall continue to monitor the sectoral support until the specific financial contribution provided for in Article 6(2)(b) has been used up, if necessary after this Protocol expires. However, the contribution shall not be paid out more than 6 months after this Protocol expires.

7. The Parties shall ensure the visibility of the actions financed by sectoral support and of Union involvement in the partnership with Guinea-Bissau. That visibility is one of the above-mentioned objectives.

8. Checks and controls on the use of funds from the contribution referred to in Article 6(2)(b) may be carried out by the audit and control bodies of each Party, including the European Court of Auditors and the European Anti-Fraud Office. This shall include access to information, documents and beneficiary sites and facilities.

Article 8

Scientific cooperation to ensure sustainable fishing

1. The Parties undertake to promote responsible fishing and to combat IUU fishing in Guinea-Bissau's fishing zone, on the basis of the principle of non-discrimination between the various fleets operating in those waters and on the basis of the principles of sustainable management of fishery resources and marine ecosystems.

2. During the period covered by this Protocol, the Union and Guinea-Bissau shall cooperate to monitor the evolution of stocks and fisheries in Guinea-Bissau's fishing zone.

3. The Parties undertake to promote compliance with the ICCAT and CECAF recommendations, as well as cooperation at subregional level regarding the sustainable management of fisheries, particularly within the Subregional Fisheries Commission (SRFC).

4. The Parties shall consult each other within the Joint Committee to adopt, where necessary and by mutual agreement, new measures to ensure the sustainable management of fishery resources.

Article 9

Joint Scientific Committee

1. The Joint Scientific Committee referred to in Article 4 of the Agreement shall be made up of scientists appointed in equal number by each of the Parties. If both Parties agree, participation in the Joint Scientific Committee may be extended to include observers, particularly representatives of regional fisheries management organisations such as the CECAF.

2. The Joint Scientific Committee shall meet at least once a year in accordance with Article 6(1) of the Agreement. In principle, the meetings are to be held alternately in Guinea-Bissau and in the Union. At the request of one of the Parties, other meetings may also be convened. The meetings shall be chaired alternately by the Parties.

3. The duties of the Joint Scientific Committee shall cover, in particular, the following activities:

   (a) compiling data on the fishing efforts and catches of national and foreign fleets operating in Guinea-Bissau's fishing zone and fishing for species covered by this Protocol;

   (b) proposing, monitoring or analysing the annual surveys that contribute to the stock assessment process and make it possible to determine fishing opportunities and exploitation options that guarantee the conservation of resources and their ecosystem;

   (c) on the basis thereof, drawing up an annual scientific report on the fisheries covered by this Protocol;

   (d) formulating, on its own initiative or in response to a request from the Joint Committee or from one of the Parties, any scientific opinions relating to management measures deemed necessary for the sustainable exploitation of the stocks and fisheries covered by this Protocol.

4. On the basis of the recommendations and resolutions adopted by the ICCAT and in the light of the best available scientific advice, such as that of the CECAF, and, where appropriate, the findings of the Joint Scientific Committee, the Joint Committee shall adopt measures aimed at ensuring the sustainable management of fishery resources covered by this Protocol and concerning the activities of Union vessels.

Article 10

Revision of fishing opportunities and technical measures

1. In the event that, on the basis of a Joint Scientific Committee opinion, Guinea-Bissau decides to impose a closed area or period as part of a resource conservation measure, the Joint Committee shall meet to analyse the basis for that decision, assess the impact of that closure on the activity of Union vessels in the context of the Agreement and decide on potential corrective measures.

2. In the cases provided for in paragraph 1, the Joint Committee shall agree on a proportional reduction in the financial contribution paid by the Union under the Agreement and, if necessary, on compensation to be provided to the vessel owners.

3. Any closure of a fishery decided by Guinea-Bissau following a scientific opinion shall be applied in a non-discriminatory manner to all the vessels concerned by that fishery, including national vessels and those flying the flag of a third country.

4. The fishing opportunities provided for in Article 4 may be revised by mutual agreement in the Joint Committee on the basis of a recommendation from the Joint Scientific Committee. In that case, the financial contribution referred to in Article 6(2)(a) shall be adjusted proportionately and the necessary amendments shall be made to this Protocol and its Annex by the Joint Committee.

5. The Joint Committee may, where necessary, examine and adapt, by mutual agreement, the provisions governing the pursuit of fishing activities and the rules for

implementing this Protocol and its Annex, including the arrangements for monitoring sectoral support.

Article 11

Experimental fishing and new fishing opportunities

1. In cases where Union vessels are interested in fishing activities not provided for in Article 4 and for the purpose of testing the technical feasibility and the economic viability of new fisheries, licences for carrying out such activities on an experimental basis may be allocated in accordance with the existing legislation of Guinea-Bissau. Where possible, such experimental fishing shall be carried out with the support of locally available scientific and technical expertise. The aim of the experimental fishing trips is to test the technical feasibility and the economic viability of new fisheries.

2. To this end, the European Commission shall communicate the applications for experimental fishing licences to the Guinea-Bissau authorities on the basis of a technical file indicating:

   (a) the targeted species;

   (b) the technical characteristics of the vessel;

   (c) the experience of the vessel's officers with regard to the fishing activities in question;

   (d) the proposed technical parameters of the trip (length, gear, exploration regions, etc.);

   (e) the type of data collected to ensure scientific monitoring of the fishing activities' impact on the resource and the ecosystems.

3. Experimental fishing licences shall be granted for a maximum period of 6 months. They shall be subject to the payment of a fee set by the Guinea-Bissau authorities.

4. A scientific observer from the flag State and an observer chosen by Guinea-Bissau shall be present on board throughout the duration of the trip.

5. The Guinea-Bissau authorities shall determine the allowable catches for the experimental fishing trip. Catches obtained during and for the purpose of the experimental fishing trip shall remain the property of the vessel owner. Fish of a non-prescribed size or fish whose capture is not allowed under the legislation of Guinea-Bissau shall not be held on board or sold.

6. The detailed results of the trip shall be sent to the Joint Committee and the Joint Scientific Committee for analysis.

7. Depending, in particular, on the results of the experimental fishing trip and the opinion of the Joint Scientific Committee, the Parties may decide to introduce new fishing opportunities not listed in Article 4 of this Protocol. The Parties shall agree on the conditions applicable to those new fishing opportunities and shall amend this Protocol and its Annex accordingly for the time remaining until this Protocol expires. The financial contribution referred to in Article 6(2)(a) of this Protocol shall be increased accordingly. The fees and other conditions applicable to vessel owners under the Annex shall be set accordingly.

Article 12

Economic integration of Union operators into Guinea-Bissau's fisheries sector

1. The Parties undertake to promote the economic integration of Union operators into Guinea-Bissau's fishing industry as a whole, in particular by setting up joint ventures and building infrastructure.

2. The Parties shall cooperate in order to raise awareness of commercial and industrial opportunities among private Union operators, in particular with regard to direct investments, in Guinea-Bissau's fisheries sector as a whole.

3. With the same objective, Guinea-Bissau may grant incentives to Union operators who undertake such investments.

4. The Parties shall cooperate to identify investment opportunities and financing instruments to implement the actions or projects identified, in particular within the framework of existing Union funding instruments.

5. Once all the necessary technical conditions have been met, the Parties shall cooperate to promote the sale of the catches made by Union vessels in Guinea-Bissau on the Union market.

6. The Parties shall support the setting-up of a working group which will aim to identify and support investment projects and make it easier to find funding, both bilaterally and multilaterally.

7. The Joint Committee shall report annually on the implementation of this article.

Article 13

Exchange of information

1. The Parties undertake to give priority to electronic systems for the exchange of information and documents linked to the implementation of this Protocol. They shall put in place secure IT systems that automate the exchange of data on authorisations and activities by Union vessels, or electronic exchanges in accordance with the provisions of this Protocol.

2. The electronic version of documents provided for in this Protocol shall be considered equivalent to the paper version in every respect.

3. The Parties shall inform each other immediately of any malfunction of an IT system. The information and documents linked to the implementation of the Agreement shall then be automatically replaced by their paper version as set out in the Annex to this Protocol.

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

Article 14

Confidentiality of data

1. Guinea-Bissau and the Union shall ensure that data exchanged under the Agreement are used by the competent authority solely for the purpose of implementing the 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 within the context of

the 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 3 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 3 even after the expiry of this Protocol.

Article 15

Applicable legislation

1. The activities of Union vessels operating in Guinea-Bissau's waters shall be governed by the applicable legislation of Guinea-Bissau, unless otherwise provided for in this Protocol and the Annex and appendices hereto.

2. The Parties shall notify each other in writing of any changes in their fisheries policy or legislation. Any such legislative or regulatory changes which have a technical impact on fishing activities shall apply to Union vessels at the end of a period of 3 months following their official notification.

Article 16

Prerogatives of the Joint Committee

1. The Joint Committee established by Article 10 of the Agreement may deliberate or decide by exchange of letters or by remote meeting.

2. The Joint Committee may adopt amendments to this Protocol concerning:

   (a) the fishing opportunities under Articles 4 and 10 and, if necessary, the financial contribution referred to in Article 6(2)(a);

   (b) the detailed rules for implementing the sectoral support referred to in Article 7;

   (c) the technical conditions and arrangements under which Union vessels may carry out their fishing activities;

   (d) the additional safeguards for the protection of personal data provided for in Article 14(4).

Such amendments to this Protocol shall be recorded in minutes signed by the Parties, which shall indicate the date on which such amendments become enforceable.

Article 17

Suspension of the implementation of this Protocol

1. The implementation of this Protocol, including payment of the financial contribution referred to in Article 6(2)(a) and (b), may be suspended, after consultation within the Joint Committee, if one or more of the following conditions apply:

   (a) unusual circumstances, other than natural phenomena, prevent fishing activities in Guinea-Bissau's fishing zone;

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

(c) activation of the consultation mechanisms provided for in Article 96 of the Samoa Agreement in relation to violation of one of the essential and fundamental elements of human rights as set out in Article 9 of that Agreement;

(d) non-payment by the Union of the financial contribution provided for in Article 6(2)(a), for reasons other than those provided for in point (c) of this paragraph;

(e) a major and unresolved dispute between the Parties on the interpretation and implementation of the Agreement or this Protocol.

2. Payment of the financial contribution shall resume, after consultation and agreement between the Parties, as soon as the situation prior to the events referred to in paragraph 1 has been restored.

3. The fishing authorisations granted to Union vessels may be suspended at the same time as the suspension of the payment of the financial contribution under Article 6(2)(a). If resumed, the validity of these fishing authorisations shall be extended for a period equal to the period of suspension of fishing activities. All activities of Union vessels in Guinea-Bissau's fishing zone shall be interrupted during the period of suspension.

4. Suspension of the implementation of this Protocol shall require the interested Party to notify its intention in writing at least 3 months before the date on which suspension is due to take effect, except in the case provided for in point (c) of paragraph 1, which shall result in an immediate suspension. In the intervening time, the Parties shall conduct consultations within the Joint Committee.

5. In the event of suspension the Parties shall continue to consult each other with a view to finding an amicable settlement to their dispute. Where a settlement is reached, the implementation of this Protocol shall resume and the amount of the financial contribution shall be reduced proportionately and *pro rata temporis* according to the period during which the implementation of this Protocol was suspended.

Article 18

Termination

1. In the event of termination of this Protocol, the Party concerned shall notify the other Party in writing of its intention to terminate it at least 6 months before the date on which such termination would take effect.

2. Dispatch of the notification, as referred to in paragraph 1, shall open consultations between the Parties.

Article 19

Provisional application

This Protocol shall apply provisionally from the date of signature.

Article 20

Entry into force

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

Article 21

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 GUINEA-BISSAU'S FISHING ZONE

CHAPTER I

GENERAL PROVISIONS

1. Designation of the competent authority

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

(a) for the Union: the European Commission, where applicable via the Union Delegation to Guinea-Bissau;

(b) for Guinea-Bissau: the government department responsible for fisheries.

2. Authorised fishing zone

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

The baselines shall be defined by national legislation.

3. Appointment of a local agent

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

4. Bank account

Guinea-Bissau 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 costs of the bank transfers shall be borne by the vessel owners.

5. Focal points

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

CHAPTER II

FISHING AUTHORISATIONS

Section 1

Applicable procedures

1. Condition for obtaining a fishing authorisation – eligible vessels

The fishing authorisations referred to in Article 6 of the Agreement shall be issued on condition that the vessel is listed in the Union register of fishing vessels and complies with the provisions of Regulation (EU) 2017/2403 of the European Parliament and of the Council[3]. All prior obligations of the vessel owner, the master or the vessel itself arising from their fishing activities in Guinea-Bissau under the Agreement must have been met.

2. Application for a fishing authorisation

The Union shall submit to Guinea-Bissau, by electronic means, an application for each vessel to be authorised, at least 40 working days before the date on which operations are to commence, using the form contained in the appendix to the Annex to this Protocol.

Applications for fishing authorisations and notice of their acceptance shall be transmitted electronically using the LICENCE system, i.e. the secure electronic fishing authorisation management system made available by the European Commission.

Until the LICENCE system is fully operational, the Union shall continue to submit the application for each vessel to be authorised to Guinea-Bissau through official channels. The Joint Committee shall decide on the transition to the use of the LICENCE system.

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

(a) proof of payment of the flat-rate fee for the period of validity of the fishing authorisation requested;

(b) the name and address of the vessel's local agent, where there is one;

(c) for trawlers, proof of the prepayment of the flat-rate contribution to the costs of the observer;

(d) for trawlers, certification of the vessel's tonnage, issued by the flag State.

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

3. Issuing of fishing authorisations

[3] 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).

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

(a) for trawlers, through the agents, with a scanned copy to the Union; and

(b) for tuna vessels, through the Union Delegation to Guinea-Bissau. If the delegation is closed, Guinea-Bissau may issue the fishing authorisation directly to the vessel owner or their agent and send a copy to the Union.

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

Once the LICENCE tool is operational, Guinea-Bissau shall indicate that the application has been accepted and upload an electronic copy of the signed original licence in the LICENCE system. In the meantime, Guinea-Bissau shall send a scanned copy of the licences issued to the Union by email.

4. Malfunction of the LICENCE system

Where difficulties arise in the transmission of information between the European Commission and Guinea-Bissau through the LICENCE system, fishing licences shall be exchanged electronically through official channels until the system is operational again.

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

6. Period of validity of fishing authorisations

The fishing authorisations shall be drawn up for a period of 3 months, 6 months or 1 year. In order to establish the start of the period of validity, 1 year shall mean:

(a) for the 1st year of application of this Protocol, the period between the date of its provisional application 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.

A period of validity of 3 months or 6 months shall start on the first of each month. However, fishing authorisations shall not be valid beyond 31 December of the year in which they are issued.

7. Keeping the fishing authorisation on board

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

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

8. Transfer of fishing authorisations

Fishing authorisations shall be issued for a given vessel and shall not be transferable.

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

The transfer shall involve the vessel owner or their agent in Guinea-Bissau returning the fishing authorisation to be replaced, and Guinea-Bissau drawing up the replacement authorisation immediately. On return of the authorisation to be replaced, the replacement authorisation shall be issued to the vessel owner or their agent immediately, as soon as a technical inspection has been carried out in accordance with point 9 of this chapter. The replacement authorisation shall take effect on the day on which the authorisation to be replaced is returned.

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

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

The Parties shall update the information in the LICENCE system.

9. Support vessels

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

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

The Parties shall update the information in the LICENCE system.

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

10. Technical inspection of trawlers

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

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

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

After the technical inspection, Guinea-Bissau shall issue a certificate of conformity to the master of the vessel immediately.

The certificate of conformity shall be valid for a period of 1 year. However, a new certificate of conformity shall be required in the event of any change to or from the shrimp fishing category. Furthermore, a new certificate of conformity shall be required if the vessel leaves Guinea-Bissau's fishing zone for a period of more than 45 days.

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

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

Section 2

Fees and advance payments

The amount of the flat-rate fee is specified for each category of vessel in the data sheets appended to this Annex. It shall include all national and local taxes with the exception of port taxes, charges for the provision of services and the stamp duty applicable to licence fee amounts.

The stamp duty regulations in force at the time of signature of the Protocol shall determine the rate applicable to licences, which shall remain fixed for the duration of the Protocol.

Where the fishing authorisation is valid for a period of less than 1 year, the amount of the flat-rate fee shall be adjusted in proportion to the requested period of validity. To that adjusted amount shall be added the amount due for the period of 3 or 6 months, as the case may be, in accordance with the rates set out in the corresponding data sheets.

CHAPTER III

TECHNICAL CONSERVATION MEASURES

The technical measures applicable to Union vessels holding a fishing authorisation, relating to the fishing zone, the fishing gear and the by-catch levels, are defined for each fishing category in the data sheets appended to this Annex.

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

CHAPTER IV

CATCH REPORTING

1. Fishing logbook

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

All Union fishing vessels must be equipped with an electronic reporting system ('ERS') capable of recording and transmitting data on the vessel's fishing activity ('ERS data').

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

The fishing logbook shall be completed by the master for each day the vessel is present in Guinea-Bissau's fishing zone. ERS data shall be transmitted by the vessel to its flag State, which shall make them automatically available to Guinea-Bissau's fishery monitoring centre ('FMC') once its ERS has become operational.

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 shall be validated in the Joint Committee.

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

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

When transmitted to the Guinea-Bissau authorities, the fishing logbook shall be filled in legibly, in block capitals, and shall be signed by the master.

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

2. Catch reporting

Rules for reporting catches while the ERS is not actually being used

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

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

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

(a) when passing through a port in Guinea-Bissau, the original of each fishing logbook shall be submitted to the representative of the Directorate-General for Industrial Fisheries of the Ministry of Fisheries of Guinea-Bissau ('Directorate-General for Industrial Fisheries'), who shall confirm receipt thereof in writing;

(b) when leaving Guinea-Bissau's fishing zone without first passing through a port in Guinea-Bissau, the original of each fishing logbook shall be sent by post within 14 days of arrival in any other port, and in any case within 30 days of leaving Guinea-Bissau's fishing zone.

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

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

(b) IEO (Instituto Español de Oceanografia); or

(c) IPMA (Instituto Português do Mar e da Atmosfera).

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

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

Rules for reporting catches once the ERS is actually in use

Catches shall be notified as follows:

(a) the masters of all vessels operating under this Protocol in Guinea-Bissau's waters shall fill in the electronic fishing logbook each day and send it via ERS or, in the event of malfunction of the system, by email to the flag State's FMC and Guinea-Bissau's FMC within 7 days of leaving the fishing zone;

(b) the electronic fishing logbook must specify the quantity of each species, identified by its FAO 3-alpha code, caught and kept on board, expressed in kilograms of live weight or, where necessary, the number of individual fish. For each main species, the master shall also include zero catches. The master shall also record the quantities of

each species thrown back into the sea, expressed in kilograms of live weight or, where necessary, the number of individual fish.

ERS data shall be transmitted by the vessel to its flag State, which will make them automatically available to Guinea-Bissau. The flag State shall ensure that the data are received and recorded in a computer database enabling the data to be stored securely for at least 36 months.

The flag State and Guinea-Bissau shall ensure that they have the necessary IT equipment and software to automatically transmit ERS data.

ERS data must be transmitted using the electronic means of communication managed by the European Commission for exchanging fisheries data in a standardised form.

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

The flag State and Guinea-Bissau shall each designate an ERS correspondent, who will act as the point of contact for matters concerning the implementation of this Annex. The flag State and Guinea-Bissau shall notify each other of the contact details of their ERS correspondents and, where necessary, update that information immediately.

3. Final statement of fees for tuna vessels

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

The Union shall send that final statement to Guinea-Bissau by 30 April of the year following the year in which the catches were made. Guinea-Bissau shall have 1 month to validate the statement or request clarification.

Where the final statement is greater than the flat-rate fee paid to obtain the fishing authorisation, the vessel owner shall pay the outstanding balance to Guinea-Bissau immediately. Where the final statement is less than the flat-rate fee, the remaining amount cannot be reclaimed by the vessel owner.

CHAPTER V

LANDINGS AND TRANSHIPMENTS

1. Landing or transhipment of catches

Where the master of a Union vessel wishes to land or tranship catches from Guinea-Bissau's fishing zone in the port of Bissau, they must notify the representative of the Directorate-

General for Industrial Fisheries of the following, at least 24 hours before the landing or transhipment:

(a) the name of the Union vessel which will land or tranship;

(b) the port of landing or transhipment;

(c) the date and time scheduled for the landing or transhipment;

(d) the quantity (expressed in kilograms of live weight or, if necessary, the number of individual fish) of each species to be landed or transhipped (identified by its FAO 3-alpha code);

(e) in the case of transhipment, the name of the receiving vessel.

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

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

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

2. Contribution in kind for food security

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

(a) 2.5 tonnes per quarter and per vessel for fin-fish/cephalopod vessels;

(b) 1.25 tonnes per quarter and per vessel for shrimp vessels.

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

In accordance with Article 5 of the Agreement, landings covered by this chapter must comply with the regulations in force in Guinea-Bissau, in particular with regard to the minimum size of species subject to a landing obligation. In the context of this obligation, Union vessels shall land only species of fish authorised to be caught under this Protocol, including authorised by-catches.

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

CHAPTER VI

SUPERVISION AND INSPECTION

1. Entry into and exit from the fishing zone

Any entry into or departure from Guinea-Bissau's fishing zone by a Union vessel holding a fishing authorisation must be notified to Guinea-Bissau 24 hours before the entry or departure. This period is reduced to 4 hours for tuna vessels.

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;

(c) the product presentation.

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

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

2. Vessel position messages – VMS

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

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

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

Each position message must contain:

(a) the vessel identification;

(b) the most recent geographical position of the vessel (longitude, latitude), with a margin of error of less than 500 metres and a confidence interval of 99%;

(c) the date and time the position is recorded;

(d) the speed and the course of the vessel; and

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

3. Inspection at sea or in port

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

Before boarding, Guinea-Bissau's 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. They may be accompanied, where appropriate, by representatives of Guinea-Bissau's national security forces in accordance with the international law of the sea.

Guinea-Bissau's inspectors shall stay on board the Union vessel only 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.

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

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

At the end of each inspection, Guinea-Bissau's 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 by the master of the Union vessel.

Guinea-Bissau's inspectors shall give a copy of the inspection report to the master of the Union vessel before leaving the vessel. Guinea-Bissau shall send a copy of the inspection report to the Union within a period of 8 days after the inspection.

4. Inspection of catches

Until the ERS is in effective use, spot checks shall be carried out, each quarter, on a rotational basis, on one third of the Union trawlers authorised to fish, to check that catches comply with the information recorded in the fishing logbooks. Thereafter, the frequency of inspections of catches shall be reviewed to take account of the introduction of the verification of catch data using the ERS.

Each inspection shall be carried out at the end of a trip, giving 24 hours' notice, and shall not last for more than 4 hours.

The inspections shall be carried out at a location whose geographical coordinates shall be transmitted by the competent authorities to the vessel's master and agent in accordance with Guinea-Bissau's national legislation.

CHAPTER VII

INFRINGEMENTS

1. General provisions

In accordance with Article 5 of the Agreement, Guinea-Bissau's regulations on the control of fishing activity shall apply to Union vessels operating in the fishing zone under this Protocol.

The Union shall take all the appropriate steps to ensure that vessels flying the flag of one of its Member States comply with this Protocol and the legislation governing fishing in Guinea-Bissau's waters, in accordance with UNCLOS.

2. Handling of infringements

Any infringement of the Protocol by a Union vessel holding a fishing authorisation shall be notified to the Union within 48 hours, indicating the nature of the infringement. The decision relating to this infringement shall be sent to the Union and the flag State within 7 working days.

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

3. Detention of a vessel – Information meeting

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

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

Before taking any measures against the vessel, the master or the cargo concerned, with the exception of measures aimed at protecting evidence, Guinea-Bissau shall organise, at the request of the Union, within 1 working day of notification of the detention of the vessel, an information meeting to clarify the facts which have led to the vessel being detained and to explain what further action may be taken. A representative of the vessel's flag State may attend the information meeting.

4. Penalties for infringements – Compromise procedure

The penalty for the reported infringement shall be set by Guinea-Bissau pursuant to the relevant provisions of the national legislation in force.

Where settling the infringement involves legal proceedings, a compromise procedure between Guinea-Bissau and the Union shall take place before the proceedings are launched to determine the terms and level of the penalty. A representative of the vessel's flag State may participate in this compromise procedure. The compromise procedure shall finish at the latest 4 days after notification of the vessel's detention.

5. Legal proceeding – Bank security

If the compromise procedure fails and the infringement is brought before the competent court, the owner of the vessel which committed the infringement shall deposit a bank security at a bank designated by Guinea-Bissau, the amount of which, as set by Guinea-Bissau, covers the

costs linked to the detention of the vessel, the estimated fine and any compensation. The bank security must not be released until the legal proceedings have been concluded.

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

(a) in full, if no penalty has been imposed;

(b) for the amount of the remaining balance, if the penalty is a fine which is lower than the amount of the bank security.

Guinea-Bissau shall inform the Union of the outcome of the legal proceedings within 8 days of the judgment.

6. Release of the vessel

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

CHAPTER VIII

EMPLOYMENT OF DEEP-SEA FISHERS ON BOARD UNION VESSELS

1. Number of deep-sea fishers to be signed on

The operator of a Union vessel authorised under this Protocol shall sign on deep-sea fishers from countries that are members of the Organisation of African, Caribbean and Pacific States (OACPS) to work on board the vessel as crew members for the duration of the vessel's fishing activities under this Protocol.

Each Union demersal trawler shall sign on deep-sea fishers from Guinea-Bissau for the period during which its fishing authorisation is valid, subject to the following limits:

(a) six deep-sea fishers for a capacity of less than 250 GRT;

(b) seven deep-sea fishers for a capacity of between 250 and 400 GRT;

(c) eight deep-sea fishers for a capacity greater than 400 GRT.

The deep-sea 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, including as regards passport, seafarer's book, medical certificate and basic training. The list of requirements resulting from that legislation shall be communicated to the Guinea-Bissau authorities by the flag State sufficiently in advance. Deep-sea fishers from OACPS countries to be signed on under paragraph 1.1 must be able to understand the working language established on board the fishing vessel.

The competent Guinea-Bissau authorities shall draw up, regularly update and send to vessel owners a list of deep-sea fishers with the required skills.

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 and send a copy of that list to the Guinea-Bissau authorities before the vessel leaves the port area.

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

The owners of Union vessels shall endeavour to sign on additional national deep-sea fishers.

2. Working conditions

The conditions under which deep-sea fishers from OACPS countries 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, repatriation rights and occupational safety and health.

3. Deep-sea fisher's work agreement

For each deep-sea fisher engaged on board a Union vessel pursuant to paragraph 1, a written work agreement shall be negotiated and signed by both the fisher and the employer, and endorsed by the competent Guinea-Bissau authorities.

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 deep-sea fishers

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

Deep-sea fishers from OACPS countries must be guaranteed a monthly or regular wage, preferably paid by bank transfer. It shall be fixed by mutual agreement between the vessel owners or their agents and the deep-sea fishers and/or their trade unions or representatives. Where no collective bargaining agreements have been concluded and the minimum basic wage of the flag States does not apply, the basic wage conditions granted to deep-sea fishers from OACPS countries shall not be below the ILO standards.

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

Deep-sea fishers must receive a payslip for every settlement of remuneration and, if they so request, proof that their wages have been paid.

5. Social security

Guinea-Bissau shall ensure that deep-sea 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 seafarer recruitment and placement services

Private labour market service means:

a private recruitment and placement service for seafarers, meaning any person, company, institution, agency or other organisation, including the agents chosen by vessel owners, recruiting deep-sea fishers on behalf of vessel owners or placing deep-sea fishers with vessel owners.

The Guinea-Bissau authorities shall ensure that agents providing recruitment and placement services to both deep-sea fishers and vessel owners:

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

(b) do not directly or indirectly charge deep-sea 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 deep-sea fishers to be repaid or paid for by the deep-sea fisher;

(d) do not deduct from the deep-sea fisher's remuneration any amount as payment for or repayment of any loans, goods or services provided prior to the deep-sea fisher's employment; and

(e) ensure that:

(1) the deep-sea fisher's work agreement complies with this chapter and with the laws, regulations and collective bargaining agreements governing it;

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

(3) recruited deep-sea fishers are informed of their rights and obligations before they sign their work agreement;

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

(5) the recruited deep-sea fishers receive a signed copy of their work agreement;

(6) the deep-sea fishers comply with their obligations under this chapter; and

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

The Guinea-Bissau authorities shall ensure that national agents employing deep-sea fishers posted on board Union fishing vessels make sure that the work agreements signed with the deep-sea fishers state that they are employed by the agent with a view to being placed with vessel owners, who assign them tasks and supervise the execution of those tasks.

By way of derogation from paragraph 6.2(b), the costs of obtaining a seafarer's book, a medical certificate and a passport shall be borne by the deep-sea fisher. The costs of obtaining a visa and work permit, if required, shall be paid by the employer.

7. Compliance with this chapter

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

The Guinea-Bissau 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.

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.

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

CHAPTER IX

OBSERVERS

1. Observation of fishing activities

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

An observer is any person authorised by a national authority with responsibility for observing implementation of the rules applicable to fishing operations or observing such operations for scientific purposes.

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

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

2. Designated vessels and observers

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

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

3. Flat-rate financial contribution

At the time the fee is paid, the vessel owner shall pay Guinea-Bissau a sum of EUR 10 000 per year for each trawler, adjusted *pro rata temporis* according to the duration of the designated vessels' fishing authorisations.

4. Observer's salary

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

5. Boarding conditions

Observers shall be treated as officers when on board. However, the observer's on-board accommodation must take account of the technical structure of the vessel.

The vessel owner 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 to documents relating to the vessel's fishing

activities, in particular the fishing logbook and navigation log, and the parts of the vessel directly related to their duties.

6. Observer's duties

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

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

8. Duties of observers

The observer shall carry out the following duties:

(a) observe the fishing activities of the vessel;

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

(c) perform operations in the context of scientific programmes, including biological sampling;

(d) record the fishing gear used;

(e) verify the catch data for catches in Guinea Bissau's fishing zone recorded in the logbook;

(f) verify the percentages of by-catches on the basis of that defined in the data sheets for each category and estimate the discarded catches;

(g) send their observations once a day as part of the performance of their duties, including the quantity of catches and by-catches on board.

9. Observer's reports

Before leaving the vessel, the observer shall submit a statement of their observations to the master of the vessel. The master of the vessel shall have the right to add comments. The statement shall be signed by the observer and the master. Immediately after disembarking, the observer shall send the Guinea Bissau authorities responsible for control and surveillance the original statement and the final mission report, duly signed and stamped by the master of the vessel, who shall receive a copy from the observer. A copy of all the documents shall be sent to the Union by the Guinea Bissau authorities.

APPENDICES

Appendix 1 – Fishing authorisation application form

Appendix 2 – Data sheets by category

Appendix 3 – Processing of personal data

Appendix 1

Fishing authorisation application form

FISHERIES PARTNERSHIP AGREEMENT
GUINEA-BISSAU – EUROPEAN UNION

I. APPLICANT

1. Name of applicant:

2. Name of producer organisation (PO) or vessel owner:

3. Address of PO or vessel owner: .....

4. Telephone number:.....Fax: ..... Email:

5. Master's name: .....Nationality: ..... Email:

6. Name and address of local agent:.....

II. VESSEL IDENTIFICATION

7. Vessel name: .....

8. Flag State:.....Port of registry: .....

9. External marking:..... MMSI: .....IMO No: .....

10. Date of current flag registration (DD/MM/YYYY): ……*I*……*I*.....

11. Previous flag (if any):.....

12. Place of construction: .....Date (DD/MM/YYYY): ……*I*…..*I*.....

13. Call frequency: .....HF: ..... VHF:.....

14. Satellite telephone number: .....IRCS: .....

III. VESSEL TECHNICAL DETAILS

15. Vessel length overall (metres):.....Breadth overall (metres):.....

16. Gross registered tonnage (expressed in GRT):

17. Tonnage (expressed in GT London):.....

18. Engine type:.....Engine power (in kW): .....

19. No of crew:.....

20. Conservation method on board: [ ] ice [ ] chilling [ ] mixed [ ] freezing

21. Processing capacity per day (24 hours) in tonnes: .....

Number of fish holds: .....Total capacity of fish holds (m^3): .....

22. VMS. Details of the automatic location device:.....

Manufacturer:.....Model:.....Serial number: .....

Software version: …..... Satellite operator (MCSP): …..

IV. FISHING ACTIVITY

1. FREEZER FIN-FISH, CEPHALOPOD AND SHRIMP TRAWLERS

Type of trawl: **Fin-fish: .....☐** **Cephalopod: .....☐** **Shrimp: .....☐**

Length of trawl: ..... Length of headline: .....

Mesh size in the body: .....

Mesh size in the wings: .....

Trawling speed: .....

2. FISHING FOR LARGE PELAGICS (TUNA)

Pole and line: ☐ Number of poles and lines: ……

Seine: ☐ Length of net: ..... Depth of net: .....

Longline: ☐

Number of tanks: ..... Capacity (tonnes): .....

3. FISHING FOR SMALL PELAGICS

Pelagic trawl: ☐

Length of trawl: ..... Length of headline: .....

Mesh size in the body: ..... Mesh size in the wings: .....

Trawling speed: .....

Purse seine: ☐

Length of net: ..... Depth of net: .....

4. Place for landing catch: .....

5. Licence requested for the period

from (DD/MM/YYYY)..... to (DD/MM/YYYY).....

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

Done at ....., on ……/…..…/…….

Applicant's signature:.....

Appendix 2

Data sheets by category

SHEET 1

FISHING CATEGORY 1 – FREEZER FIN-FISH AND CEPHALOPOD TRAWLERS

1.	Fishing zone:
Beyond 12 nautical miles from the baseline, including the Guinea-Bissau/Senegal joint management area, extending north to azimuth 268°.	
2.	Authorised gear:
2.1.	Standard otter trawls and other selective gear are permitted.
2.2.	Outriggers are permitted.
2.3.	No methods or devices may be used, for any fishing gear, to seek to obstruct the mesh of the nets or reduce their selective effect. However, in the interests of reducing wear or damage, protective aprons of netting or other material may be attached, but only to the underside of the cod end of a bottom trawl. Such aprons must be attached only to the forward and lateral edges of the cod end of the trawl. Protective devices may be used for the top of the trawl, but these must consist of a single section of net of the same material as the cod end, with the mesh measuring at least 300 millimetres when stretched out.
2.4.	Doubling of the cod end's netting yarn, whether single or multiple, is prohibited.
3.	Minimum authorised mesh size:
70 mm	
4.	By-catches:
Under the effort management system on the basis of GRT, vessels must not, at the end of a trip, have on board crustaceans accounting for more than 5% of their total catch in Guinea-Bissau's fishing zone. Squid (*Todarodes sagittatus* and *Todaropsis eblanae*) may be caught and counted among the target species. After the transition to a catch-limit-based management system based on the TAC, the Parties shall consult each other within the Joint Committee to determine the authorised by-catch rates, on the basis of a recommendation from the Joint Scientific Committee. Any by-catch in excess of those authorised limits will lead to penalties under Guinea-Bissau's regulations.	
5.	Authorised tonnage / fees:
5.1 Authorised tonnage under the effort management system (on the basis of GRT)	3 500 GRT per year

5.2 Fees in EUR per GRT under the effort management system	EUR 310 per GRT per year In the case of 3-month and 6-month authorisations, the fees shall be calculated *pro rata temporis*, plus 4% and 2.5% respectively.

SHEET 2

FISHING CATEGORY 2 – SHRIMP TRAWLERS

1.	Fishing zone:
Beyond 12 nautical miles from the baseline, including the Guinea-Bissau/Senegal joint management area, extending north to azimuth 268°.	
2.	Authorised gear:
2.1.	Standard otter trawls and other selective gear are permitted.
2.2.	Outriggers are permitted.
2.3.	No methods or devices may be used, for any fishing gear, to seek to obstruct the mesh of the nets or reduce their selective effect. However, in the interests of reducing wear or damage, protective aprons of netting or other material may be attached, but only to the underside of the cod end of a bottom trawl. Such aprons must be attached only to the forward and lateral edges of the cod end of the trawl. Protective devices may be used for the top of the trawl, but these must consist of a single section of net of the same material as the cod end, with the mesh measuring at least 300 millimetres when stretched out.
2.4.	Doubling of the cod end's netting yarn, whether single or multiple, is prohibited.
3.	Minimum authorised mesh size:
50 mm	
4.	By-catches:
4.1.	Shrimp vessels must not, at the end of a fishing trip, have on board cephalopods accounting for more than 15% or fish accounting for more than 70% of their total catch in Guinea-Bissau's fishing zone.
4.2.	Any by-catch in excess of those authorised limits will lead to penalties under Guinea-Bissau's regulations.
4.3.	The Parties shall consult each other within the Joint Committee to adjust the authorised by-catch rates on the basis of a recommendation from the Joint Scientific Committee.
5.	Authorised tonnage / fees:
5.1 Authorised tonnage under the effort	3 700 GRT per year

management system (on the basis of GRT)	
5.2 Fees in EUR per GRT under the effort management system	EUR 434 per GRT per year In the case of 3-month and 6-month authorisations, the fees shall be calculated *pro rata temporis*, plus 4% and 2.5% respectively.

SHEET 3

FISHING CATEGORY 3 – POLE-AND-LINE TUNA VESSELS

1.	Fishing zone:	
1.1.	Beyond 12 nautical miles from the baseline, including the Guinea-Bissau/Senegal joint management area, extending north to azimuth 268°.	
1.2.	Pole-and-line tuna vessels shall be authorised to fish for live bait with a view to engaging in fishing activities in Guinea-Bissau's fishing zone.	
2.	Authorised gear:	
2.1.	Pole and line	
2.2.	Purse seines with live bait: 16 mm.	
3.	By-catches:	
3.1.	In accordance with the Convention on the Conservation of Migratory Species of Wild Animals and with the relevant ICCAT resolutions, it is prohibited to fish for the 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 the silky shark (*Carcharhinus falciformis*). It is prohibited to fish for the sandtiger shark (*Carcharias taurus*) and the tope shark (*Galeorhinus galeus*).	
3.2.	The Parties shall consult within the Joint Committee to update this list on the basis of scientific recommendations.	
4.	Authorised tonnage / fees:	
4.1.	Annual flat-rate advance	EUR 3 600 for up to 51.43 tonnes per vessel
4.2.	Additional fee per tonne fished	EUR 70 per tonne
4.3.	Number of vessels authorised to fish	13 vessels

SHEET 4

FISHING CATEGORY 3 – FREEZER TUNA SEINERS AND LONGLINERS

1.	Fishing zone:	
Beyond 12 nautical miles from the baseline, including the Guinea-Bissau/Senegal joint management area, extending north to azimuth 268°.		
2.	Authorised gear:	
Seine and surface longline		
3.	By-catches:	
3.1.	In accordance with the Convention on the Conservation of Migratory Species of Wild Animals and with the relevant ICCAT resolutions, it is prohibited to fish for the 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 the silky shark (*Carcharhinus falciformis*). It is prohibited to fish for the sandtiger shark (*Carcharias taurus*) and the tope shark (*Galeorhinus galeus*).	
3.2.	The Parties shall consult within the Joint Committee to update this list on the basis of scientific recommendations.	
4.	Authorised tonnage / fees:	
4.1.	Annual flat-rate advance	EUR 5 500, corresponding to 68.75 tonnes per seiner for the first two application periods of the Protocol and 64.71 tonnes per seiner for the subsequent application periods EUR 3 600 for 51.43 tonnes per longliner
4.2.	Additional fee per tonne fished	EUR 80 per tonne for seiners for the first two application periods of the Protocol, and EUR 85 per tonne for seiners for the subsequent application periods EUR 70 per tonne for longliners
4.3.	Fees for support vessels	EUR 5 000 per year per vessel
4.4.	Number of vessels authorised to fish	28 vessels

SHEET 5

FISHING CATEGORY 5 – SMALL PELAGIC VESSELS

1.	Fishing zone:
Beyond 12 nautical miles from the baseline, including the Guinea-Bissau/Senegal joint management area, extending north to azimuth 268°.	

2.	Authorised vessels and gear:
2.1.	Only vessels with a capacity not exceeding 5 000 GT shall be authorised in accordance with Guinea-Bissau's legislation.
2.2.	Authorised gear: pelagic trawl and industrial purse seine.
3.	Minimum authorised mesh size:
70 mm for trawls.	
4.	By-catches:
4.1.	Trawlers must not, at the end of a fishing trip, have on board fish other than pelagics accounting for more than 10%, cephalopods accounting for more than 10% or crustaceans accounting for more than 5% of their total catch in Guinea-Bissau's fishing zone.
4.2.	Any by-catch in excess of those authorised limits will lead to penalties under Guinea-Bissau's regulations.
4.3.	The Parties shall consult each other within the Joint Committee to adjust the authorised by-catch rates on the basis of a recommendation from the Joint Scientific Committee.
5.	Authorised tonnage / fees:

5.1 Authorised tonnage under a catch-limit-based management system (based on the TAC)	0 tonnes per year
5.2 Fees in EUR per tonne under a catch-limit-based management system (based on the TAC)	To be determined

Definition of a trip:

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

– the period elapsing between entering and leaving Guinea-Bissau's fishing zone, or

– the period elapsing between entering Guinea-Bissau's fishing zone and a transhipment, or

– the period elapsing between entering Guinea-Bissau's fishing zone and a landing in Guinea-Bissau.

Appendix 3

Processing of personal data

1. Definitions and scope

1.1. Definitions

For the purposes of this appendix, the definitions set out in Article 2 of the Fisheries Agreement and the following definitions shall apply:

– ‘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;

– ‘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 collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction;

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

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

– ‘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;

– ‘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’);

– ‘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 Union vessels, their agents, and masters and crew engaged on board Union 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 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 name, nationality, position and, in the case of the master, contact details;

– data relating to deep-sea fishers taken on board, such as name, contact details, training and health certificate.

1.3. Responsible authorities

The authorities responsible for processing the data are, for the Union, the European Commission and the authority of the flag Member State, of the one part, and the competent authority designated by Guinea-Bissau, of the other part.

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 immediately inform the transferring authority of how the data provided is used.

2.2. Accuracy

The Parties shall ensure that personal data transferred under this Protocol is accurate, up to date and, where appropriate, regularly updated on the basis of the knowledge of the transferring authority. If one of the Parties finds that the personal data transferred or received is inaccurate, it shall inform the other Party immediately and 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 authority 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

– 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

– 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

– in exceptional cases and where deemed necessary, provided that the third party undertakes to process the data solely for the specific purpose(s) for which it is being transferred onward and to erase it 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:

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

– 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.;

– provide a copy of the personal data;

– 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:

– 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;

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

– 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 of the EU, where it falls under the competence of the flag Member State, and for Guinea-Bissau, it shall be exercised by the designated competent authority.

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 14 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 competent authority designated by Guinea-Bissau, in the case of Guinea-Bissau. 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 Guinea-Bissau's courts in the case of Guinea-Bissau.

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.

4.4. Disclosure

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 14 and this appendix and, 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 14 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.