Council of the European Union

Brussels, 23 September 2025
(OR. en)

13145/25
ADD 1

Interinstitutional File:
2025/0287 (NLE)

PECHE 282

COVER NOTE

From:	Secretary-General of the European Commission, signed by Ms Martine DEPREZ, Director
date of receipt:	23 September 2025
To:	Ms Thérèse BLANCHET, Secretary-General of the Council of the European Union
No. Cion doc.:	COM(2025) 511 annex
Subject:	ANNEXES to the Proposal for a Council Decision on the conclusion, on behalf of the Union, of the Protocol on the implementation of the Sustainable Fisheries Partnership Agreement between the European Union and the Government of the Cook Islands (2025-2032)

Delegations will find attached document COM(2025) 511 annex.

Encl.: COM(2025) 511 annex

EUROPEAN
COMMISSION

Brussels, 23.9.2025
COM(2025) 511 final

ANNEXES 1 to 2

ANNEXES

to the

Proposal for a Council Decision

on the conclusion, on behalf of the Union, of the Protocol on the implementation of the Sustainable Fisheries Partnership Agreement between the European Union and the Government of the Cook Islands (2025-2032)

ANNEX I PROTOCOL ON THE IMPLEMENTATION OF THE SUSTAINABLE FISHERIES PARTNERSHIP AGREEMENT BETWEEN THE EUROPEAN UNION AND THE GOVERNMENT OF THE COOK ISLANDS

Considering the close cooperation between the Parties, in particular in the context of relations between the Organisation of African, Caribbean and Pacific (ACP) States and the European Union, and their common desire to intensify this relationship,

Considering the Sustainable Fisheries Partnership Agreement between the Government of the Cook Islands and the European Union,

The Parties to this Protocol agree as follows:

Article 1

Period of application and fishing opportunities

1. Notwithstanding Article 12 of the Sustainable Fisheries Partnership Agreement between the European Union and the Government of the Cook Islands (the 'Agreement'), this Protocol shall apply for a period of six years from the date of its provisional application. It shall be tacitly renewed for an additional period of one year, unless notice of termination is given in accordance with Article 12 of this Protocol, and shall not be extended beyond 13 October 2032.

2. From the date of its provisional application, the fishing opportunities granted under Article 4 of the Agreement shall be as follows:

(a) four (4) tuna purse seine vessels to fish for highly migratory species as listed in Annex I to the 1982 United Nations Convention on the Law of the Sea;

(b) forty (40) fishing days in the Cook Islands' fishing areas per year.

3. Paragraph 1 shall apply subject to Article 5 of this Protocol. Union vessels may purchase additional days following the provisions detailed in Chapter 2 of the Annex.

4. Pursuant to Article 4 of the Agreement, Union vessels may engage in fishing activities in the Cook Islands' fishing areas only if they are in possession of a fishing authorisation issued under this Protocol in accordance with its Annex.

Article 2

Financial contribution – Methods of payment

1. For the period referred to in Article 1, the annual financial contribution shall be four hundred sixty thousand euro (EUR 460 000). Paragraph 1 shall apply subject to Articles 4 and 7.

2. This annual financial contribution shall comprise two dissociated elements:

(a) an annual amount for access to the Cook Islands' fishing areas of one hundred and sixty-five thousand euro (EUR 165 000) per year; and

(b) a specific annual amount of two hundred and ninety-five thousand euro (EUR 295 000) for the support and implementation of the Cook Islands' sectoral fisheries policy and maritime policy.

3. The Union shall pay the amounts fixed in paragraph 2, point (a), no later than ninety (90) days after the start of provisional application of this Protocol for the first year,

and, for the following years, no later than the anniversary date of the provisional application of this Protocol.

4. The Cook Islands and Union authorities shall monitor the development of the fishing activities of Union vessels to ensure appropriate management of the fishing opportunities available to the Union taking into account the status of the stocks and relevant conservation and management measures.

5. The Cook Islands authorities shall have full discretion over the use of the financial contribution specified in paragraph 2, point (a).

6. Each element of the financial contribution referred to in paragraph 2 shall be paid into a nominated government bank account in the Cook Islands. The financial contribution referred to in paragraph 2, point (b), shall be made available to the relevant entity implementing fisheries sectoral support. The Cook Islands authorities shall provide the Union authorities with the bank account details and information on the relevant line in the national budgetary law in due time. The bank account details shall at least include: (i) the beneficial entity's name; (ii) the bank account holder's name; (iii) the bank account holder's address; (iv) the bank's name; (v) the SWIFT code; and (vi) the IBAN number.

Article 3

Midterm review of the fishing opportunities

At the midterm of implementation of this Protocol, the Joint Committee shall assess and, where agreed, revise: (i) the fishing opportunities referred to in Article 1, insofar as the conservation and management measures of the Western and Central Pacific Fisheries Commission support such a revision; and (ii) the annual financial contribution referred to Article 2, paragraph 2, and in paragraph 31 of the Annex.

Article 4

Sectoral support

1. The main objective of the sectoral support is to contribute to the promotion and implementation of responsible fishing in the Cook Islands' fishery waters, to guarantee the conservation and sustainable exploitation of fisheries resources in such a way that the contribution of the fisheries sector to food security, employment creation and economic development is increased.

2. The sectoral support component will help fulfil the pledge made by the Cook Islands in its National Sustainable Development Agenda 2020+, particularly its Goal 11 'Our Biodiversity and Natural Environment'.

3. The sectoral support represents an additional and complementary amount to the domestic operational budget allocated to the Cook Islands' Ministry of Marine Resources.

4. The implementing rules for the sectoral support are detailed in Appendix 3.

Article 5

Cooperation on responsible fishing

1. During the period covered by this Protocol, recognising the sovereignty and sovereign rights of the Cook Islands over its fisheries resources, the Parties shall cooperate in monitoring the activities of Union vessels in the Cook Islands' fishery waters.

2. The Parties shall also cooperate, as may be required, to exchange relevant statistical, biological, economic, conservation and environmental information relating to the activities of Union vessels in the Cook Islands' fishing waters for the purpose of managing and conserving the marine living resources.

3. The Parties undertake to promote cooperation on conservation and the responsible management of fisheries within the Western and Central Pacific Fisheries Commission, the South Pacific Regional Fisheries Management Organisation, the Southern Indian Ocean Fisheries Agreement, and any other relevant sub-regional, regional and international organisation.

4. The Parties may also promote cooperation in additional areas related to the effective and responsible management of fisheries. This includes cooperation for fisheries management, market access and trade support, and broader cooperation in fisheries monitoring, control and surveillance.

Article 6

Principles governing the conditions for employment

1. The employment and work conditions of fishers on board Union vessels shall 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: (i) respect for the freedom of association; (ii) effective recognition of workers' right to collective bargaining; (iii) elimination of forced and child labour; (iv) elimination of discrimination in respect of employment and occupation; and (v) a safe and healthy working environment and decent living and working conditions on board Union fishing vessels.

2. The Parties undertake to promote proper training for fishers, including training as provided for in the IMO International Convention on Standards of Training, Certification and Watchkeeping for Fishing Vessel Personnel.

3. The implementing rules for the conditions of employment are detailed in Chapter 5 of the Annex.

Article 7

Review by the Joint Committee of the fishing opportunities and technical provisions

1. The Joint Committee may assess and decide to revise the fishing opportunities referred to in Article 1, insofar as the conservation and management measures of the Western and Central Pacific Fisheries Commission support that such a revision will help ensure the sustainable management of tuna and tuna-like species in the western and central Pacific Ocean.

2. Where the Joint Committee decides to revise the fishing opportunities, the financial contribution referred to in Article 2, paragraph 2, point (a), shall be adjusted proportionately to the number of fishing days the Cook Islands will make available to

Union vessels. However, the total annual amount paid by the Union shall not be more than twice the figure indicated in Article 2, paragraph 2, point (a).

3. The Joint Committee may also, as necessary, examine and decide to adapt by mutual agreement any technical provisions of this Protocol and its Annex and Appendices.

Article 8

Confidentiality and data protection

1. The Cook Islands and the Union shall ensure that data exchanged under the Agreement are used by the competent authority in accordance with national laws and for management purposes and fisheries monitoring, control and surveillance.

2. The Parties undertake to ensure that all commercially sensitive data and personal data relating to Union vessels and their fishing activities obtained under 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 area are made public.

3. Personal data shall 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 Appendix 4. Further safeguards and legal remedies in relation to personal data and data subjects' rights may be agreed by the Joint Committee.

5. Data exchanged under the Agreement shall continue to be processed in accordance with this Article and Appendix 4 even after the expiry of this Protocol.

Article 9

Electronic exchanges of data

1. The Cook Islands and the Union shall cooperate to put systems in place, as set out in the Annex, for the monitoring and electronic exchange of all data and documents relating to the implementation of this Protocol concerning the activities of Union vessels.

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

3. The Cook Islands and the Union shall inform each other without delay of any malfunction of an electronic data exchange system used for the implementation of the Agreement. The information and documents relating to the implementation of the Agreement shall then be automatically transmitted by an alternative mode of communication.

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

Article 10

Suspension

1. This Protocol, including payment of the financial contribution as referred to in Article 2, paragraph 2, points (a) and (b), may be suspended at the initiative of either

one of the Parties in the cases and under the conditions referred to in Article 13 of the Agreement.

2. Without prejudice to Article 3 of this Protocol, payment of the financial contribution may resume as soon as the situation existing prior to the events mentioned in Article 13 of the Agreement has been re-established or a settlement has been reached in accordance with the Agreement.

Article 11

Termination

This Protocol may be terminated at the initiative of either one of the Parties in the cases and under the conditions referred to in Article 14 of the Agreement.

Article 12

Obligation on expiry or termination of this Protocol

1. Following the expiry of this Protocol or its termination in accordance with Article 14 of the Agreement, Union shipowners shall continue to be liable for any breach of the provisions of the Agreement or this Protocol or any laws of the Cook Islands that occurred before the expiry or termination of this Protocol, and for any licence fee or any outstanding dues not paid at the time of such expiry or termination.

2. Where necessary, the Parties shall continue to monitor the implementation of the sectoral support provided under Article 2, paragraph 2, point (b), in line with Article 3, paragraph 1, and sectoral support implementing rules.

Article 13

Provisional application

Signature of this Protocol by the Parties entails its provisional application prior to its entry into force.

Article 14

Entry into force

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

2. The notification referred to in paragraph 1 shall be sent, as regards the Union, to the Union authorities.

Article 15

Authentic texts

1. 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.

2. In case of divergence between the texts of the Protocol, the English version shall prevail for the purpose of its implementation and interpretation.

ANNEX

Fishing terms and conditions for Union Vessels authorised to fish in the Cook Islands' fishery waters

CHAPTER I

GENERAL PROVISIONS

Definitions

1. 'Competent authority' means:

(a) for the European Union (the 'Union'): the European Commission;

(b) for the Cook Islands: the Ministry of Marine Resources.

2. 'Fishing authorisation' means a valid entitlement or licence to engage in fishing activities, for specific species, using specific gear, within the specified fishing areas in accordance with this Annex.

3. 'Force majeure' means the loss or prolonged immobilisation of a vessel due to a serious technical failure.

4. 'Fishing day' means when a Union purse seine vessel undertakes any fishing during a calendar day, or part of the 24-hour (00:00-24:00) period of that calendar day, during which a Union purse seine vessel is in the Cook Islands' fishery waters, but does not include a calendar day, or part of a calendar day, designated as a non-fishing day.

Contacts

5. The Parties shall exchange, before the start of the provisional application of this Protocol, all relevant contact details for the implementation of this Protocol.

6. The Delegation of the Union for the Pacific shall be copied in on all communication exchanges between the competent authorities relating to the implementation of this Annex.

7. Before the start of the provisional application of this Protocol, the Cook Islands shall notify the Union of the details of the Cook Islands' Public Treasury accounts into which the fees payable by Union vessels under the Sustainable Fisheries Partnership Agreement between the European Union and the Government of the Cook Islands (the 'Agreement') must be paid. The associated bank transfer costs shall be borne by the shipowners.

CHAPTER II

FISHING AUTHORISATIONS

Eligible Union vessels

8. For a Union vessel to be eligible to obtain a fishing authorisation, neither the shipowner, the master nor the vessel itself shall be prohibited from fishing in the Cook Islands' fishery waters. They shall comply with the Cook Islands' law, and they shall have fulfilled all prior obligations arising from their fishing activities in the Cook Islands under fisheries agreements concluded with the Union. Moreover, they shall comply with the relevant Union legislation regarding fishing authorisations, be listed on the Western and Central Pacific Fisheries Commission's (WCPFC) record of fishing vessels and the Pacific Islands Forum Fisheries Agency's (FFA) Vessel

Register, and not be on a regional fisheries management organisation's illegal, unregulated and unreported (IUU) vessel list.

Vessel agent

9. All Union vessels applying for a fishing authorisation may be represented by an agent (company or individual) resident in the Cook Islands, duly notified to the Cook Islands' competent authority.

Fishing areas

10. Union vessels in possession of a fishing authorisation issued by the Cook Islands shall be authorised to engage in fishing activities in the Cook Islands' fishery waters except protected or prohibited areas.

11. The Cook Islands shall communicate to the Union any modification to the coordinates of the Cook Islands' fishery waters and of protected areas or closed fishing areas in accordance with Article 11 of the Agreement.

Period of validity of a fishing authorisation

12. A fishing authorisation is valid for one year, referred to as the 'annual period of validity'. The starting date of this period is determined by the date of the provisional application of this Protocol. All subsequent fishing authorisations shall end on the anniversary date of this Protocol.

13. If for any unforeseen circumstances the issuance of a fishing authorisation is delayed, the validity of the fishing authorisation shall nevertheless end on the anniversary date of this Protocol. The total number of fishing days for the affected annual period of validity shall be adjusted proportionately to the valid number of days under the fishing authorisation. The Cook Islands shall reimburse the unused portion of the advance fees paid by the shipowners, calculated pro rata temporis, unless the shipowners decide to retain the number of fishing days for the affected annual period of validity.

Application for a fishing authorisation

14. Only eligible Union vessels may obtain a fishing authorisation under this Protocol.

15. The Union shall submit to the Cook Islands' competent authority an application for a fishing authorisation for each Union vessel that wishes to engage in fishing activities in the Cook Islands' fishery waters at least 20 working days before the expected starting date of fishing activities. The Cook Islands shall provide all required information on the licensing process to the Union one month before the entry into force of this Protocol and annually thereafter. The name of the beneficial owners of the vessel shall be available in the application for a fishing authorisation.

16. The shipowners shall pay the advance fee due for the annual period of validity.

17. The Union shall electronically submit each application for a fishing authorisation to the Cook Islands' competent authority using the form provided, or electronic system implemented, by the Ministry of Marine Resources and enclosing the following documents:

(a) proof of payment of the advance fee for the period of validity of the fishing authorisation;

(b) recent (12 months old or less) date-stamped digital colour photographs of the vessel of sufficient resolution showing a lateral view of the vessel including the vessel's name and vessel markings ;

(c) copy of the safety equipment certificate of the vessel;

(d) copy of the registration certificate of the vessel;

(e) copy of the vessel sanitation control certificate;

(f) copy of FFA certificate of registration;

(g) stowage plan.

18. Payments by Union vessels shall include all national and local charges except for port taxes and service charges.

19. Should an application be incomplete or not satisfy the requirements under paragraph 17, the Cook Islands authorities shall, within seven working days of receipt of the application, notify the competent authority of the Union of the reasons the application is considered incomplete or does not satisfy the requirements under paragraph 17.

Issuance of fishing authorisation

20. The fishing authorisation shall be issued by the Cook Islands within 15 working days of receipt of the complete application.

21. The fishing authorisation shall be transmitted without delay by electronic means by the competent authority of the Cook Islands to the shipowner and to the competent authority of the Union. At the same time, a fishing authorisation in paper form shall be sent by the competent authority of the Cook Islands to the shipowner.

22. Upon issuing the fishing authorisation, the Cook Islands' competent authority shall include the vessel on a list of Union vessels authorised to fish in the Cook Islands' fishing areas. This list shall be made available to all relevant monitoring, control and surveillance entities of the Cook Islands and to the Union's competent authority.

23. The electronic version of the fishing authorisation shall be replaced by a paper form at the earliest opportunity.

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

25. The fishing authorisation (in electronic or paper form when available) shall be kept on board the vessel at all times.

Transfer of fishing days

26. Purchased fishing days may be transferred between Union vessel operators. In such cases, operators shall inform the competent authorities of the Cook Islands and the Union at least 72 hours in advance and notify them of the number of fishing days to be shared among the vessels concerned, among other things. The Cook Islands shall acknowledge receipt of the notification of the transfer. The transfer shall become operational only after this acknowledgement.

Force majeure

27. Where force majeure is proven, and at the request of the Union, a vessel's fishing authorisation may be suspended and transferred, for the remaining period of its

validity, to another eligible vessel with similar characteristics and to which a new fishing authorisation may be issued.

28. A fishing authorisation shall be issued to the new eligible vessel in accordance with paragraphs 14 to 25, without the requirement of a new advance payment.

Fishing authorisation fees

29. A fishing authorisation shall only be issued after the Union vessel concerned has paid an annual payment of ninety thousand euro (EUR 90 000). This shall give the fishing vessel the right to fish for 10 fishing days.

30. If available, shipowners may purchase additional fishing days beyond those purchased under paragraph 29 from the Cook Islands authorities. The price to be paid by the shipowners for the additional days shall be fourteen thousand eight hundred and fifty (EUR 14 850) per day.

31. The fees payable under paragraphs 29 and 30 shall be assessed and, where agreed, revised by the Joint Committee halfway through the implementation of this Protocol.

32. If in the final year of the Protocol, access for Union vessels is less than a year, the fees payable under paragraph 29 shall be adjusted pro rata temporis. There shall be no adjustment of fees payable if shipowners advise the Cook Islands' competent authority that they want to maintain the rights to fish in accordance with paragraph 29.

CHAPTER III

FISHERIES MONITORING

Effort management

33. The Cook Islands shall notify the Union authorities when 85% of the total effort of fishing days is reached. On receipt of this notification, the Union authorities shall immediately notify the Member States.

34. The annual utilisation of fishing days by Union vessels shall be reviewed by the Joint Committee during its annual meeting.

Non-fishing days

35. Union vessel shipowners are required to lodge non-fishing day claims using the form in Appendix 1. The deadline to lodge a non-fishing day shall be seven calendar days after the date the non-fishing day occurred, otherwise it shall not be processed by the Cook Islands' competent authority. The deadline for the Cook Islands to process the non-fishing day claim shall be seven calendar days after the Union vessel shipowner has lodged the non-fishing day claim.

36. Where the Cook Islands' competent authority rejects a Union vessel shipowner's non fishing day claim, and the vessel shipowner does not agree with this decision, the vessel shipowner may request its flag Member State and the Union's competent authority to consult with the relevant institutions with a view to finding a solution to the dispute.

Electronic reporting

37. Union vessels shall present specific reports on their activities to the competent authority of the Cook Islands, until electronic reporting systems are implemented by both Parties.

38. Where electronic reporting systems are implemented, and technical malfunction occurs, Union vessels may only continue to carry out fishing activities if manual reporting processes are immediately implemented. These manual reporting processes are outlined in the relevant fisheries monitoring sections below.

39. The Cook Islands may revise any data forms, standards, specifications and procedures contained within this Protocol to meet national and international requirements. If any changes are planned, the Cook Islands' competent authority shall consult and advise the Union's competent authority on any planned revisions other than those adopted by the WCPFC.

Log sheets

40. Union vessels shall complete Pacific Community / FFA regional purse seine log sheets available on the Pacific Community website for each day during a fishing trip, including in the absence of catch or when transiting. The form shall be filled in legibly and signed by the vessel master or their representative. Log sheets shall be used until compatible electronic reporting arrangements are implemented.

41. The words 'Cook Islands' fishing areas' shall be entered in the above-mentioned log sheets in respect of periods during which the vessel is in the Cook Islands' fishing areas.

42. While in the Cook Islands' fishing areas, Union vessels shall submit a catch report summary every seven days using report template No. 1 (CAT) in Appendix 2.

43. Copies of log sheets shall be emailed to the Cook Islands' competent authority within 14 days of leaving the Cook Islands' fishing areas.

44. The original log sheets shall be sent to the Cook Islands' competent authority within seven (7) working days following the first call in a port after leaving the Cook Islands' fishing areas.

45. Copies of the log sheets shall be simultaneously sent to the relevant Union scientific institutes.

Entry and exit reports

46. Entry and exit reports shall be emailed by Union vessels to the Cook Islands' competent authority at least 24 hours in advance of their intended entry into or exit from the Cook Islands' fishing areas, using report template No.2 (ZENT) and No.3 (ZEXT) in Appendix 2.

Landing

47. The Cook Islands' designated port for landing activities is the Port of Avatiu. The Cook Islands' competent authority may authorise landing activities in other ports in the Cook Islands. The Union's competent authority shall be informed accordingly.

48. Union vessels wanting to land catches in the Cook Islands' designated port(s) shall submit the following information to the Cook Islands' competent authority at least 72 hours in advance:

(a) the landing port;

(b) the name and international radio call sign (IRCS) of the fishing vessel;

(c) the date and time of landing;

(d) the quantity in kg, rounded to the nearest 100 kg, by species to be landed;

(e) the products' processed state.

49. Union vessels shall complete an unloading form and submit it to the competent authority of the Cook Islands no later than 48 hours after completion of the landing and, in any event, before the vessel leaves port.

Transhipment

50. Union vessels wanting to tranship fish shall only do so within the Cook Islands' designated ports, or an area determined by the Cook Islands' competent authority. Transhipment at sea is prohibited and anyone infringing this provision shall be liable to the penalties provided for by the Cook Islands' law.

51. Union vessels shall submit the following information to the Cook Islands' competent authority at least 72 hours in advance of any transhipment activity:

(a) the port or area where transhipment will occur;

(b) the name and IRCS of the donor fishing vessel;

(c) the name and IRCS of the receiving fishing vessel;

(d) the date and time of transhipment;

(e) the quantity in kg, rounded to the nearest 100 kg, by species to be transhipped;

(f) the product's processed state.

52. Union vessels shall submit a transhipment declaration to the Cook Islands' competent authority no later than 48 hours after completion of the transhipment and, in any event, before the donor vessel leaves the transhipment port or area.

Vessel monitoring system

53. Without prejudice to the powers of the flag Member State and the obligations of Union vessels towards their flag Member State's fishing monitoring centre, each Union vessel shall comply with the requirements of the FFA Vessel Monitoring System that are applicable in the Cook Islands' fishing areas.

Observers

54. While operating in the Cook Islands' fishing areas, Union vessels shall ensure observer coverage in accordance with the relevant WCPFC conservation and management measures and the relevant legislation of the Cook Islands.

55. Union vessels shall carry on board an authorised observer from the WCPFC Regional Observer Programme or an Inter-American Tropical Tuna Commission (IATTC) observer authorised through the memorandum of understanding agreed between the WCPFC and the IATTC on the cross-endorsement of observers.

CHAPTER IV

CONTROL

56. Union vessels shall comply with the Cook Islands' national legislation regarding fishing activities, as well as conservation and management measures adopted by the WCPFC.

57. Control procedures

(a) Masters of Union vessels shall cooperate with any authorised and duly identified officers of the Cook Islands carrying out boarding and inspection, and fisheries control activities.

(b) Without prejudice to the Cook Islands' laws, boarding and inspection should be conducted in such a way that the inspection platform and the inspectors can be identified as authorised officers of the Cook Islands.

(c) The Cook Islands shall make available to the Union's competent authority the list of all inspection platforms used for sea inspections. This list should contain at least:

i. the names of the fisheries patrol vessels (FPV) used;

ii. the details of the FPVs used;

ii. photographs of the FPVs used.

(d) The Cook Islands may, at the request of the Union or a body designated by it, allow Union inspectors to observe Union vessel activities, including transhipment, during port or shore-based inspections.

(e) Once an inspection has been completed and the inspection report has been signed by the inspector, the report shall be made available to the vessel master for comment and signature. This signature shall not prejudice the rights of the Parties in the context of alleged infringement procedures. A copy of the inspection report shall be given to the master of the vessel before the inspector leaves the vessel.

(f) Inspectors shall not remain on board for longer than is necessary for the discharge of their duties.

58. Masters of Union vessels engaged in landing or transhipment operations shall allow and facilitate the inspection of such operations by authorised officers of the Cook Islands.

59. Where the provisions in this Annex on fisheries monitoring, the vessel monitoring system and control are not complied with, the Cook Islands' competent authority reserves the right to suspend the fishing authorisation of the offending vessel until the relevant procedures have been completed and penalties have been applied. The flag Member State and the Union's competent authority shall be immediately informed and receive a report of the event and of any penalties applied to the Union vessel.

Enforcement

60. Penalties

(a) Failure to comply with any of the provisions in this Protocol, conservation and management measures adopted by relevant regional fisheries management organisations, or the Cook Islands' national laws, shall be subject to penalties as determined by the Cook Islands' national laws.

(b) The flag Member State and the Union's competent authority shall be immediately and fully informed of any penalties and of all related facts.

(c) Where a penalty takes the form of suspension or revocation of a fishing authorisation during the remaining period for which the authorisation has been granted, the Union's competent authority may request another fishing authorisation, which would have otherwise been applicable, for a vessel from another shipowner.

61. Arrest and detention of Union vessels

(a) The Cook Islands shall immediately inform the Union's competent authority and the flag Member State of the arrest and/or detention of any Union fishing vessel authorised to fish under the Agreement.

(b) The Cook Islands shall transmit a copy of the inspection report, detailing the circumstances and reasons of the arrest and/or detention, where practicable within 48 hours, to the Union's competent authority and the flag Member State.

62. Information-exchange procedure in the event of arrest and/or detention

(a) While respecting the deadlines and legal proceedings as provided for by the Cook Islands' national laws relating to arrest and/or detention, a consultation meeting shall be held, upon receipt of the above information, between the Union's and the Cook Islands' competent authorities. This may include participation by a representative of the Member State concerned.

(b) At the consultation meeting, the Parties shall exchange any relevant documentation or information helping to clarify the facts. The shipowner or its agent shall be informed of the outcome of the meeting and of any measure resulting from the arrest and/or detention.

63. Settlement of arrest and/or detention

(a) Reasonable efforts shall be made to resolve the presumed infringement expeditiously.

(b) In the event of a settlement, the amount to be paid shall be determined by referring to the Cook Islands' national legislation. If such a settlement is not possible, the legal proceedings shall take their course.

(c) The Union vessel shall be released and its master discharged as soon as the obligations arising under the amicable settlement have been fulfilled or the legal proceedings have been completed.

64. The Union's competent authority shall be kept informed of any proceedings initiated and penalties imposed.

Cooperation in fighting IUU fishing

65. In order to strengthen fisheries monitoring and surveillance and the fight against IUU fishing, masters of Union vessels shall endeavour to report the presence in the Cook Islands' fishery waters of any other fishing vessels.

66. When the master of a Union vessel observes a fishing vessel engaged in activities that may constitute IUU fishing, they shall gather as much information as possible about the vessel and its activity at the time it was sighted. Observation reports are to be sent without delay to the Cook Islands' competent authority, with a copy to the flag Member State's fishing monitoring centre.

67. The Cook Islands' competent authority shall submit as soon as possible to the Union's competent authority any observation reports in their possession relating to Union vessels engaged in activities that may constitute IUU fishing activity in the Cook Islands' fishery waters.

CHAPTER V

PRINCIPLES GOVERNING THE CONDITIONS OF EMPLOYMENT OF FISHERS ON BOARD UNION VESSELS

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

69. The fishers to be signed on board Union vessels shall meet the requirements of the flag Member State's legislation transposing Council Directive (EU) 2017/159, including as regards passports, seafarer's books, medical certificates and basic training certificates.

70. The fishers to be signed on under paragraph 69 shall be able to understand the working language used on board the fishing vessel and to give orders and instructions and report back in that language.

71. The master shall draw up, date, and sign a crew list that complies with Form 5 of the International Maritime Organization's Convention on Facilitation of International Maritime Traffic.

72. The fishing vessel owner, or the master on their behalf, shall refuse to take a fisher on board their vessel if they do not comply with the requirements laid down in paragraph 69.

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

74. For each fisher engaged on board a Union vessel, a written work agreement shall be negotiated and signed by both the fisher and the employer. This agreement shall comply with the legislation of the flag Member State transposing Annex I to Directive (EU) 2017/159.

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

76. Fishers shall be paid a guaranteed monthly or regular remuneration, preferably paid by bank transfer, irrespective of the actual amount of fish caught and/or sold. It shall be fixed by mutual agreement between the fishing vessel owner or their agent and the fishers and/or their trade unions or representatives. Where no collective bargaining agreement has been concluded, the terms of remuneration granted to fishers shall not be inferior to those applied to crew from their respective countries and shall under no circumstances be inferior to the terms set by the Subcommittee on Wages of Seafarers of the Joint Maritime Commission of the International Labour Organization, in the absence of any such standard for fishers designed to provide an international safety net to protect and help ensure decent work for fishers.

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

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

Appendix 1 Vessel days

Calculation of fishing days and non-fishing days

The calculation, monitoring and management of fishing days and non-fishing days shall be administered by the Cook Islands using the Integrated Fisheries Information Management System of the Parties to the Nauru Agreement, or any other information management system as determined by the Cook Islands, in accordance with the below provisions.

1. 'fishing day' means when a Union purse seine vessel undertakes any fishing during a calendar day, or part of the 24 hour (00:00-24:00) period of that calendar day, during which a Union purse seine vessel is in the Cook Islands' fishery waters, but does not include a calendar day, or part of a calendar day, designated as a non-fishing day.

2. Calculation of a fishing day

(a) If a purse seine vessel reports during any fishing day from positions in the Cook Islands' fishery waters, that fishing day shall be designated according to the actual time spent in the Cook Islands' waters.

(b) Where a purse seine vessel reports being in the Cook Islands' fishery waters for the whole period (00:00-24:00) of a calendar day:

i. that (whole) calendar day shall be counted as a fishing day if any fishing activity is undertaken during that calendar day;

ii. that (whole) calendar day shall not be counted as a fishing day if the vessel complies with the requirements of a non-fishing day in paragraphs 3 to 6 of this Appendix.

(c) Where a purse seine vessel reports being in the Cook Islands' fishery waters for less than the whole period (00:00-24:00) of a calendar day:

i. that part of a calendar day shall be counted as a partial fishing day if any fishing activity is undertaken in the Cook Islands' fishery waters during that period;

ii. that part of a calendar day shall not be counted as a fishing day if the vessel complies with the requirements of a non-fishing day in paragraphs 3 to 6 of this Appendix.

(d) There shall be no deduction of fishing days in respect of any period spent by a purse seine vessel within a port of the Cook Islands.

3. 'non-fishing day' (NFD) means, for licensed vessels, any day or part of a day spent in the Cook Islands' fishery waters during which the vessel does not undertake any fishing for any of the reasons set out in paragraph 5.

4. Licensed Union vessels shall submit any NFD claims to the Cook Islands' competent authority. Each NFD claim shall include:

(a) vessel name;

(b) international radio call sign;

(c) date, time and position (latitude/longitude) of entry into the Cook Islands' fishery waters;

(d) date, time and position (latitude/longitude) of exit from the Cook Islands' fishery waters;

(e) date, time and position (latitude/longitude) of cessation of fishing activity;

(f) date, time and position (latitude/longitude) of recommencement of fishing activity;

(g) specific reason for NFD as outlined in paragraph 5.

5. Specific reasons for not undertaking any fishing activities

(a) Transit[1] Only qualifies as an NFD if a previous notification that the vessel will be transiting has been sent to the Cook Islands' competent authority, specifying the transit destination, the entry point and the exit point.

(b) Transit on full catch Only qualifies as an NFD if a previous notification that the vessel has ceased fishing activities has been sent to the Cook Islands' competent authority. If fishing activities have ceased, all fishing gear shall be stowed, and the vessel shall proceed maintaining a straight course and steady speed to the port of destination. The cease-fishing notification shall include:

i. vessel name;

ii. international radio call sign;

iii. current position (latitude/longitude);

iv. name of port of destination.

(c) Bad weather. Only qualifies as an NFD if the vessel is unable to make a set or any other fishing activity during the 24 hour period. The vessel captain shall specify the type of bad weather:

i. strong winds (scale …);

ii. rough seas;

iii. related to current.

(d) Deploying or retrieving fish aggregating devices. Only qualifies as an NFD if no fishing activity takes place during the 24 hour period, subject to verification against the report of the observer.

(e) Bunkering. Only qualifies as an NFD if no fishing activity takes place during the 24 hour period, subject to verification against the report of the observer.

(f) Repairing nets. Only qualifies as an NFD if the vessel is only repairing nets with no fishing activity during the 24 hour period.

(g) Net cleaning (trial) set. Only qualifies as an NFD if no fishing activity takes place during the 24 hour period, the net is set in a straight line and without the purse wire attached, subject to verification against the report of the observer.

(h) Breakdown. Only qualifies as an NFD if the vessel has broken down, no fishing activity takes place during the 24 hour period, and the breakdown prevents the vessel from fishing.

(i) Emergency. Only qualifies as an NFD if no fishing activity takes place during the 24 hour period, subject to verification against the report of the observer, and the emergency involves: (i) the health and safety of the crew; (ii) the safety of the vessel.

---

[1] All fishing gears of the vessel shall be stowed in a manner as not to be readily available for fishing; in particular, the boom shall be lowered as far as possible so that the vessel cannot be used for fishing, but so that the skiff is accessible for use in emergency situations; the helicopter, if any, shall be tied down; and launches shall be secured. The vessel shall maintain a straight course and steady speed. If any fishing activity is undertaken, or any of the above requirements are not adhered to, then all days spent in transit shall be treated as fishing days.

(j) Search and rescue. Only qualifies as an NFD subject to verification against the report of the observer and by the Cook Islands' competent authority. If the search and rescue results in the vessel returning to port, the captain needs to inform the Cook Islands' competent authority beforehand specifying:

i. the vessel's position;

ii. the port of destination.

Vessels sailing for port shall ensure that:

i. all fishing gears are stowed;

ii. the vessel proceeds directly from its position to its port of destination;

iii. the vessel maintains a straight course and steady speed.

If any fishing activity is undertaken during the vessel's return to port, or any of the above requirements are not complied with, then all days of the return journey shall be treated as fishing days.

6. All reports shall be transmitted to the Cook Islands' competent authority through the following email address: licensing@mmr.gov.ck.

Appendix 2

Report templates

1. Catch report summary (CAT)

Content	Transmission
Destination of message	
Action code	CAT
Vessel name	
International radio call sign	
Date and time (UTC) of report	DD/MM/YYYY – HH:MM
Quantity (Mt) of fish on board per species:	
Yellowfin (YFT)	(Mt)
Bigeye tuna (BET)	(Mt)
Skipjack (SKJ)	(Mt)
Others (specify)	(Mt)
Number of sets made since last report	

2. Entry report (ZENT)

Content	Transmission
Destination of message	
Action code	ZENT
Vessel name	
International radio call sign	
Position of entry	LT/LG
Date and time (UTC) of entry	DD/MM/YYYY – HH:MM
Quantity (Mt) of fish on board per species:	
Yellowfin (YFT)	(Mt)
Bigeye tuna (BET)	(Mt)
Skipjack (SKJ)	(Mt)
Others (specify)	(Mt)

3. Exit report (ZEXT)

Content	Transmission
Destination of message	
Action code	ZEXT
Vessel name	

International radio call sign	
Position of exit	LT/LG
Date and time (UTC) of exit	DD/MM/YYYY – HH:MM
Quantity (Mt) of fish on board per species:	
Yellowfin (YFT)	(Mt)
Bigeye tuna (BET)	(Mt)
Skipjack (SKJ)	(Mt)
Others (specify)	(Mt)

4. All reports shall be transmitted to the competent authority through the following email address: licensing@mmr.gov.ck.

Appendix 3

Detailed implementing rules for sectoral support funds

Transparency and traceability of sectoral support funds

1. The Cook Islands shall identify the financial contribution amount related to sectoral support transferred by the Union to the Cook Islands under the Sustainable Fisheries Partnership Agreement in its adopted annual budget. When doing so, the Cook Islands shall comply with its national legislation regarding financial discipline and management.

Programming and implementation of sectoral support funds

2. The Cook Islands shall develop a proposal for a multiannual sectoral programme for the use of the sectoral support funds covering the duration of the Protocol. It shall also develop a detailed proposal for an annual sectoral programme for the use of the sectoral support funds for the first year of the Protocol.

3. The sectoral programmes shall focus on a number of actions that are aligned with national priorities. It shall take into account the capacity of the Cook Islands to manage, implement and report on the use of the sectoral support funds.

4. The sectoral programmes shall identify: (i) the strategic goals; (ii) the actions to be financed; (iii) the indicators; (iv) the annual targets; (v) the funds allocated to each action; and (vi) the sources of verification.

5. The Joint Committee (JC) shall discuss, amend if appropriate and adopt the proposals for the multiannual sectoral programme and for the first annual sectoral programme during its first meeting following the start of the provisional application of the Protocol. This first meeting shall take place no later than 120 days after the start of the Protocol's provisional application.

6. For each of the second and following years, the Cook Islands shall present an annual sectoral programme to the Union no later than 30 days before the JC's meeting.

7. The Cook Islands shall be responsible for the implementation of the adopted multiannual and annual sectoral programmes.

Monitoring, reporting and evaluation of sectoral support funds

8. The Cook Islands shall closely monitor the implementation of the sectoral programme.

9. The Union's Fisheries Attaché responsible for the Cook Islands shall regularly visit the Cook Islands in order to assess, together with the relevant national authorities, the progress made in implementing the multiannual sectoral programme. During these visits, the Union's Fisheries Attaché shall have timely access to any documents that

the Union's Fisheries Attaché considers necessary to verify progress. Access to documents shall not include information that is confidential or that concerns national interests.

10. The Cook Islands shall prepare annual progress reports on the implementation of the multiannual sectoral programme. It shall submit them to the Union no later than 30 days before the JC's meeting.

11. The annual progress reports shall describe the actions that have been implemented and the progress that has been made in achieving the annual targets for each of the selected indicators. They shall also describe any difficulties that have been experienced, as well as any corrective measures that have been taken and the results of such corrective measures. The sources of verification listed in the multiannual sectoral programme shall be shared with the JC when practical and relevant.

12. The annual progress reports shall contain the level of financial execution of the sectoral support funds. In this regard, the budget execution information related to the use of the Union's sectoral support funds shall be made available.

13. The annual progress reports shall provide all the information the JC needs in order to make informed decisions regarding the disbursement of subsequent annual instalments of sectoral support funds.

14. The Cook Islands shall also submit to the JC, within 90 days of the expiry of this Protocol, a final report on the implementation of the sectoral support provided for by this Protocol, in addition to the final annual progress report.

15. Where necessary, the Parties shall continue to monitor the implementation of the sectoral support after the Protocol expires or is suspended. They shall carry out any such monitoring in accordance with the provisions of the Protocol.

16. Where necessary, the JC may agree that the Cook Islands undertake an external independent evaluation financed by the sectoral support funds to assess the results of the multiannual sectoral programme under the terms of reference approved by the JC.

Criteria and process for the disbursement, suspension and recovery of sectoral support funds

17. The Union shall pay the sectoral support funds to the Cook Islands in annual instalments.

18. The sectoral support funds for the first year of the Protocol's application shall be paid in full no later than 45 days after the JC adopts the multiannual sectoral programme.

19. The sectoral support funds for the second and subsequent years of the Protocol's application shall only be paid if the four conditions listed below are met.

- Any external independent financial audits agreed by the JC and financed by the sectoral support funds have been completed.

- The latest available budget execution information states a financial execution and engagement of 75% or more of the funding received to date.

- Sectoral support actions are implemented in accordance with the multiannual sectoral programme. The agreed indicators shall serve as the benchmark for determining whether an action has been implemented or is in the process of being implemented.

- The JC has approved the next annual sectoral support programme, in accordance with the multiannual sectoral programme, including consideration of increasing the quantum of

any annual instalment equivalent to twice the sum of the annual amount of sectoral support as per Article 2, paragraph 2, point (b), of the Protocol.

20. The final instalment of the sectoral support funds shall be paid only if the conditions set out in paragraph 19 are met. Any amounts not disbursed or committed by the Cook Islands before the expiry of the Protocol shall be forfeited.

21. The Union reserves the right to revise and/or suspend, in part or in full, the disbursement of the sectoral support funds if the annual evaluation by the JC shows that the results obtained diverge significantly from the sectoral programme or if the sectoral support funds are not implemented as determined by the JC.

22. Payment of the financial contribution related to sectoral support shall resume after consultation between the Parties and agreement by the JC when it is justified on the basis of the results of the implementation of the agreed multiannual programming. Nevertheless, the specific financial contribution provided for in Article 2, paragraph 2, point (b), may not be paid out after the expiration of the Protocol.

23. The sectoral support funds shall be disbursed in accordance with the Cook Islands' public financial management systems. The management of the transferred resources shall be the sole responsibility of the Cook Islands.

24. The Cook Islands may facilitate the co-financing of actions set out under the multiannual sectoral programme. It shall report on any co-financing in the annual progress reports.

25. The European Commission may undertake a recovery procedure of sectoral support funds paid to the Cook Islands, where sectoral support activities are not implemented or not implemented in accordance with the provisions of this Protocol and where no agreement has been reached by the JC. The recovery procedure is set out below.

(a) The Union's competent authority shall formally notify the competent authority of the Cook Islands of its intention to recover a specified amount and shall set out its reasons for recovering it. The Cook Islands shall be able to submit comments, observations and/or requests for clarification on the proposed recovery within 30 days from the date of receipt of the notification.

(b) Following any submissions by the Cook Islands, the Parties shall engage in good faith negotiations in order to resolve any disputes or disagreements regarding the proposed recovery and in order to agree on any remedial actions or extended timelines.

(c) If the Union decides to proceed with the recovery procedure, it shall formally notify the Cook Islands of this decision and the basis for it. It shall also issue an official debit note, with payment due within 30 days. If the Cook Islands fails to make payment by the specified due date, the Union shall recover the amount due by offsetting it against any amount owed to the Cook Islands by the Union.

(d) Only in exceptional and duly justified cases, or in the event of an error, may the Union modify the amount or the payment deadline, or waive recovery, provided that such modifications are consistent with the principles of sound financial management and proportionality. Any modifications under this provision shall be documented and communicated to the Cook Islands, along with the reasoning for such changes.

Revision of the sectoral support programme

26. Once the JC has approved the multiannual sectoral programme, any proposed amendments to it may only be considered if they are duly justified. Substantial amendments that delete, amend or add strategic goals shall require the JC's approval. Proposals for such substantial amendments shall be submitted to the JC in writing no later than 30 days before the JC's meeting.

27. When the amendments proposed involve the elimination or addition of an action within the established strategic goals or involves the transfer of funds from one action to another representing more than 10% of the initial funds allocated to that action, the Cook Islands shall consult with the Union in writing. The Union shall respond to this request within 30 days from the date of receipt of the request. Following consultations based on the request, the Parties shall decide on the need to convene an extraordinary JC meeting. If the parties decide that it is not necessary to convene an extraordinary JC meeting, the agreed amendment shall be formally recorded in the minutes of the next ordinary meeting of the JC meeting.

Visibility of the sectoral support programme

28. Unless otherwise agreed, the Cook Islands shall ensure that every action implemented under the sectoral support programme is subject to the appropriate communication and visibility measures. The Cook Islands shall define these measures in agreement with the Union.

29. A dedicated budget for communication and visibility measures shall be allocated under the multiannual sectoral programme.

30. The ways in which actions under the Union's sectoral support programme shall be made visible shall include:

- public notice of projects and activities to be undertaken;
- TV and radio reports as well as press releases on the completion of projects and activities;
- public distribution of reports and studies that have been completed;
- use of Union visibility signs;
- participation by the staff of the Union Delegation for the Pacific in opening ceremonies, conferences and other events;
- joint visits by representatives of the Cook Islands and the Union concerning the implementation of field projects and activities.

Appendix 4

Processing of personal data

Definitions

1. For the purposes of this Appendix, the following definitions shall apply:

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

(b) 'processing' means any operation or set of operations performed on personal data or on sets of personal data, whether or not by automated means, such as collecting, recording, organising, structuring, storing, adapting or altering, retrieving,

consulting, using, disclosing by transmission, dissemination or making available by other means, aligning or combining, restricting, erasing or destroying;

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

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

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

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

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

Scope

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

3. As part of the implementation of this Protocol, in particular as regards monitoring of fishing activities and the fight against illegal fishing, the following data may be exchanged and further processed:

(a) the identification and contact details of the vessel;

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

(c) data relating to the vessel owners or their agent, such as their names, nationality, business contact details and business bank account;

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

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

(f) data relating to fishers taken on board, such as their names, contact details, training and health certificates.

Responsible authorities

4. The authorities responsible for processing the data are the European Commission and the authority of the flag Member State, for the Union, and the Cook Islands’ Ministry of Marine Resources.

Purpose limitation and data minimisation

5. 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. The Parties shall exchange personal data under this Protocol only for the specific purposes set out in the Protocol.

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

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

Accuracy

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

Storage limitation

9. 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 period in accordance with national laws.

Security and confidentiality

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

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

Rectification or erasure

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

13. The transferring authorities shall notify the receiving authorities of any rectification or erasure.

Transparency

14. The Union 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.

Onward transfer

15. The receiving authority shall transfer personal data received under this Protocol to a third party only if this is justified by an important public interest objective and if the

other requirements laid down in this Appendix (in particular as regards purpose limitation and data minimisation) are met.

Data subject rights

16. Data subjects shall have the right to request to access, correct or delete personal data in accordance with relevant laws of each Party.

Supervision

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

18. For the Cook Islands, the responsible authority is the Ministry of Marine Resources.

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

20. Data subjects may seek redress for any non-compliance with the safeguards set out in Article 12 and this Appendix to the extent permitted by the relevant laws of each Party.

Exchange of information

21. 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.

Revision

22. The Parties shall notify each other of any changes to their legislation that have a bearing on personal data processing.

ANNEX II laying down the procedural requirements for approving amendments to the protocol to be adopted by the Joint Committee

Where the Joint Committee is asked to adopt amendments to the Protocol in accordance with Article 7(3) of the Protocol implementing the Sustainable Fisheries Partnership Agreement between the European Union and the Government of the Cook Islands, the Commission is authorised to approve, on behalf of the Union, the proposed amendments, subject to the following conditions:

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

(a) is consistent with the objectives of the Common Fisheries Policy ;

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

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

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

(3) The conformity of the proposed modifications with the criteria set out in point 1 of this Annex will be assessed by the Council.

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

(5) If, at subsequent meetings of the Joint Committee, including on the spot, it is impossible to reach agreement, the matter shall be referred again to the Council, in accordance with the procedure set out in points 2 to 4, so that the Union position takes into account the new elements.

(6) The Commission is invited to take, in due course, all necessary measures to ensure the follow-up of the Joint Committee's decision, including, where appropriate, the publication of the relevant decision in the Official Journal of the European Union and the communication of any proposal necessary for the implementation of that decision.

As regards other matters which do not concern amendments to the Protocol, in accordance with Article 7(3) of the Protocol implementing the Sustainable Fisheries Partnership Agreement between the European Union and the Government of the Cook Islands, the position to be taken by the Union within the Joint Committee shall be defined in accordance with the Treaties and established working practices.