Council of the European Union

Brussels, 6 March 2025
(OR. fr)

6791/25
ADD 1

Interinstitutional File:
2025/0046(NLE)

PECHE 45

COVER NOTE

From:	Secretary-General of the European Commission, signed by Ms Martine DEPREZ, Director
date of receipt:	5 March 2025
To:	Ms Thérèse BLANCHET, Secretary-General of the Council of the European Union
No. Cion doc.:	COM(2025) 76 final
Subject:	ANNEXES to the proposal for a COUNCIL DECISION on the conclusion, on behalf of the Union, of the Protocol (2025–2029) on the implementation of the Fisheries Partnership Agreement between the Republic of Côte d'Ivoire and the European Community

Delegations will find attached document COM(2025) 76 final.

Encl.: COM(2025) 76 final

EUROPEAN
COMMISSION

Brussels, 5.3.2025
COM(2025) 76 final

ANNEXES 1 to 2

[…]

ANNEXES

to the

proposal for a COUNCIL DECISION

on the conclusion, on behalf of the Union, of the Protocol (2025–2029) on the implementation of the Fisheries Partnership Agreement between the Republic of Côte d'Ivoire and the European Community

ANNEX

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

Considering the close cooperation between the Parties, particularly in the context of relations between the Organisation of African, Caribbean and Pacific States (OACPS) and the European Union, and their mutual desire to intensify that relationship,

Considering the Sustainable Fisheries Partnership Agreement between the Republic of Côte d'Ivoire and the European Community,

The Parties to this Protocol hereby agree as follows:

Article 1)
Definitions applicable to this Protocol

For the purposes of this Protocol, the definitions laid down in Article 2 of the Fisheries Partnership Agreement between the Republic of Côte d'Ivoire and the European Community, hereinafter referred to collectively as 'the Parties' and individually as 'the Party', apply. In addition, the following definitions apply:

'Agreement' means the Fisheries Partnership Agreement between the Republic of Côte d'Ivoire and the European Community;

'Samoa Agreement' means the Partnership Agreement between the Members of the Organisation of African, Caribbean and Pacific States, of the one part, and the European Union and its Member States, of the other part[1],

'Union authorities' means the European Commission, where appropriate via the Union Delegation to Côte d'Ivoire, equivalent to the term 'Community authorities' as defined in Article 2 of the Agreement;

'Côte d'Ivoire authorities' means the Ministry responsible for fisheries resources;

'sectoral support' means Union financial support for the implementation of Côte d'Ivoire's sectoral fisheries and aquaculture policy;

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

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

'Delegation' means Delegation of the European Union to Côte d'Ivoire;

'fish aggregating devices' means artificial or natural objects floating on the surface which attract various species to gather underneath them, thereby increasing the catchability of those species;

'national legislation' means Côte d'Ivoire's legislation on fishing activities;

'fishing licence' means an administrative authorisation issued by the Côte d'Ivoire authorities to an operator in respect of a Union vessel, entitling that operator to carry out fishing operations in Côte d'Ivoire's fishing zone for a specified period; this term is equivalent to the term 'fishing authorisation' as defined in Union legislation;

'Union vessel' means a vessel flying the flag of a Member State of the Union and registered in the Union;

[1] OJ L, 2023/2862, 28.12.2023, p. 10.

‘support vessel’ means a vessel, other than a craft carried on board, which is not equipped with operational fishing gear designed to catch or attract fish and which facilitates, assists or prepares fishing operations;

‘observer’ means any person authorised by a national authority, in accordance with the Annex, to observe the implementation of the rules applicable to fishing operations, or to observe those operations for scientific purposes;

‘operator’ means any natural or legal person who operates or holds an undertaking carrying out an activity related to any stage of the production, processing, marketing, distribution and retail chains for fishery and aquaculture products;

‘fishing operation’ means all activities in connection with searching for fish, the shooting, towing and hauling of active gears, the setting, soaking, removing or resetting of passive gears and the removal of any catch from the gear, from keep nets, or from a transport cage to fattening and farming cages;

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

‘fisher’ means any person employed or engaged in any capacity or carrying out an occupation on board any fishing vessel, including persons working on board who are paid on the basis of a share of the catch but excluding pilots, naval personnel, other persons in the permanent service of a government, shore-based persons carrying out work aboard a fishing vessel and fisheries observers; ACP seafarers as defined in the Agreement must be considered fishers within the meaning of this definition;

‘fishing opportunities’ means quantified legal entitlement to fish, expressed in terms of catches or fishing effort;

‘Protocol’ means this Protocol implementing the Agreement, and the Annex and appendices hereto;

‘Côte d’Ivoire’ means the Republic of Côte d’Ivoire;

‘discards’ means catches not retained on board;

‘transhipment’ means the direct transfer of any quantity of fish retained on board a vessel to another vessel, irrespective of where the manoeuvre takes place, without the fish being recorded as having been landed;

‘the Union’ means the European Union, formerly the European Community.

Article 2)
Objective

The objective of this Protocol is to implement the provisions of the Agreement, notably by specifying the conditions governing access by Union vessels to Côte d’Ivoire’s fishing zone and setting out the provisions for implementing the sustainable fisheries partnership.

Article 3)
Period of application

This Protocol shall apply for a period of four years from the date of its signature, in accordance with Article 20.

Article 4)
Relationship between this Protocol and the Agreement

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

Should a new Agreement extinguish and replace the existing Agreement or amend it, the Parties shall agree on the possibility, at the request of either Party, of amending this Protocol as necessary to bring it into line with the new or amended Agreement.

Article 5)
Principles

The Parties shall act and implement the Protocol in accordance with the following principles:

1. This Protocol, in particular the exercise of fishing activities, shall be implemented in such a way as to ensure a fair distribution of the resulting benefits.
2. The Parties shall implement this Protocol in accordance with Article 9 of the Samoa Agreement.
3. In accordance with the principle of transparency, Côte d'Ivoire shall make available to the Union, within the framework of the Joint Committee, information relating to any agreement authorising access by foreign tuna vessels to its fishing zone and the list of tuna vessels authorised thereby.
4. In accordance with the principle of non-discrimination, Côte d'Ivoire undertakes to apply the same technical and conservation measures to any foreign industrial tuna fleets operating in its fishing zone that have the same characteristics as those covered by this Protocol.
5. With respect to straddling or highly migratory fish stocks, the Parties shall take due account of scientific assessments conducted at regional level, as well as conservation and management measures adopted by relevant regional fisheries management organisations (RFMOs), to determine the resources available for access.
6. 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.
7. 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).

Article 6)
Relationship between the Protocol and other agreements and legal instruments relating to fishing

This Protocol shall be interpreted and applied in accordance with:

(a) the recommendations and resolutions of ICCAT or other relevant regional fisheries organisations, such as the CECAF (Fishery Committee for the Eastern Central Atlantic) and the FCWC (Fishery Committee for the West Central Gulf of Guinea);

(b) the 1995 United Nations Fish Stocks Agreement;

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

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

(e) 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 7)
Access to the fishing zone by Union vessels

1. It shall be possible for Union vessels to access the fishing zone under Article 5 of the Agreement up to the following limits:

(a) freezer tuna seiners: 25 vessels;

(b) surface longliners: 7 vessels;

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

2. Fishing operations carried out by the vessels referred to in paragraph 1 shall target highly migratory species (species listed in Annex 1 to the 1982 United Nations Convention), with the exception of species that are protected or prohibited from capture within the framework of the International Commission for the Conservation of Atlantic Tunas (ICCAT) or other international conventions or under the legislation of Côte d'Ivoire, in particular the species listed in Appendix 2.

3. Paragraph 1 above shall apply subject to Articles 11 and 12 of this Protocol.

4. Union fishing vessels may engage in fishing operations in Côte d'Ivoire's fishing zone only if they have a licence to fish in Côte d'Ivoire's fishing zone under this Protocol.

5. The Côte d'Ivoire authorities shall issue fishing licences to Union vessels exclusively under this Protocol. The issuing of any fishing licence to Union vessels outside the framework of this Protocol, in particular in the form of direct fishing licences, shall be prohibited.

6. The geographical coordinates of the fishing zone are given in Appendix 8) to the Annex.

Article 9)
Financial contribution – methods of payment

1. The financial contribution referred to in Article 7 of the Agreement shall be EUR 740 000 per year, or a total of EUR 2 960 000 for the period referred to in Article 3.

2. The financial contribution shall be made up of:

(a) an annual amount of EUR 305 000 for access to Côte d'Ivoire's fishing zone, equivalent to a reference tonnage of 6 100 tonnes per year; and

(b) a specific annual amount of EUR 435 000 to contribute to the implementation of Côte d'Ivoire's sectoral fisheries policy.

3. In addition, operators shall pay an annual financial contribution for their vessels to access Côte d'Ivoire's fishing zone in accordance with Chapter II of the Annex.

4. Paragraph 2 shall apply subject to Articles 9, 11, 12, 17 and 18 of this Protocol and Articles 12 and 13 of the Agreement.

5. If catches by Union vessels in the course of a year exceed the annual reference tonnage, the annual financial contribution shall be supplemented by a payment of EUR 50 per additional tonne caught. Payment shall be made for those additional catches once the catches for the year have been approved by the Parties in accordance with Chapter II of the Annex. However, where the quantities caught by European vessels are more than twice the annual reference tonnage, payment of the amount due for catches exceeding that threshold shall be carried over by one year.

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

7. The financial contribution shall be paid to the Public Treasury of Côte d'Ivoire.

8. The financial contribution referred to in paragraph 2(b) shall be paid into a dedicated Public Treasury account specifically for the implementation of sectoral support. It shall be paid in accordance with Article 9(10).

9. Côte d'Ivoire shall notify the Union of the details of the aforementioned bank account or accounts on an annual basis.

10. 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 Côte d'Ivoire.

Article 10)
Sectoral support

1. A sectoral support programme shall be established in the context of this Protocol. It shall contribute to implementing Côte d'Ivoire's fisheries and aquaculture policy by supporting, in particular:

(a) improved scientific knowledge and capabilities with regard to fishery resources;

(b) measures to manage and develop sustainable small-scale fishing and aquaculture;

(c) fishing communities, in particular through support for employment and vocational training, with a particular focus on women and young people;

(d) the definition and implementation of policies for the control and inspection of fishing activities, aimed in particular at combating illegal, unreported and unregulated (IUU) fishing and deterring and sanctioning infringements relating to IUU fishing.

2. No later than three months after the start of provisional application of this Protocol, the Union and Côte d'Ivoire shall agree, within the Joint Committee provided for in Article 9 of the Agreement, on this multiannual sectoral support programme, including in particular:

(a) the guidelines for using the financial contribution referred to in Article 8(2)(b);

(b) the objectives to be achieved with a view to promoting sustainable and responsible fishing;

(c) the criteria for evaluating the results and the conditions under which payments are made (guidelines).

3. That programme shall be subject to consultations with stakeholders in Côte d'Ivoire and made public.

4. An annual programme shall be drawn up, setting out the following for each project or activity:

(a) the needs that those projects or activities are intended to meet;

(b) the objectives;

(c) the expected results and measurable indicators;

(d) cost estimates;

(e) the projected timetable of outputs. The timetable may provide for the programme's outputs to be spread over several years.

5. The Parties shall ensure the visibility of the actions financed by sectoral support and of Union involvement in the partnership with Côte d'Ivoire. That visibility shall be one of the above-mentioned objectives.

6. Any proposed substantial amendment to the sectoral programme or to the specific amounts allocated to the projects to be carried out must be notified to the Union in advance and approved by the Parties within the Joint Committee.

7. Each year, Côte d'Ivoire shall submit a written report on the implementation of the programme's activities and a financial progress report to the Joint Committee, which shall assess the results of the implementation of the multiannual sectoral programme. The Joint Committee shall decide on the payment of subsequent instalments on the basis of whether the objectives were achieved during implementation of the programme.

8. A final report covering the entire multiannual programme shall be submitted no later than six months after the last payment referred to in Article 8(2)(b). It shall provide a review of the implementation of the programme for all payments made under the Protocol.

9. The Parties shall continue to monitor the sectoral support until the specific financial contribution provided for in Article 8(2)(b) has been used up, if necessary after this Protocol expires.

10. The specific financial contribution provided for in Article 8(2)(b) of the Protocol shall be paid:

(a) for the first instalment, after the Joint Committee has approved the sectoral support programme, in accordance with paragraph 2;

(b) for subsequent instalments, following the evaluation of the results referred to in paragraph 4, on the basis of progress in implementing the activities to be evaluated by the Joint Committee.

Except in cases of *force majeure*, the specific financial contribution shall not be paid out beyond a period of 12 months after this Protocol expires.

11. The Parties agree to draw up guidelines on the arrangements for implementing and monitoring sectoral support. Those guidelines shall be approved at the first Joint Committee meeting and may be revised as necessary.

12. Checks and controls on the use of funds from the contribution referred to in Article 8(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 a right of access to information, documents and beneficiary sites and facilities.

Article 11)
Scientific and technical cooperation to ensure sustainable fishing

1. The Parties shall undertake scientific and technical cooperation in accordance with the principles and objectives set out in Article 3 of the Agreement.

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

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

4. Pursuant to Article 4 of the Agreement, the Parties may convene a scientific meeting for any scientific assessment, to recommend measures aimed at the sustainable management of fishery resources and to implement Article 12.

Article 12)
Review of fishing opportunities by mutual agreement

1. The fishing opportunities referred to in Article 7(1) and Article (8)(2)(a) may be increased by mutual agreement following the consultations provided for in Article 4(2) of the Agreement, provided that the increase does not endanger the sustainable management of Côte d'Ivoire's resources. In this case, the financial contribution referred to in Article 8(2)(a) shall be increased proportionately and *pro rata temporis*.

2. Conversely, if the Parties agree to reduce the fishing opportunities referred to in Article 7(1) and Article 8(2)(a), the financial contribution shall be reduced proportionally and *pro rata temporis*.

Article 13)
New fishing opportunities and exploratory fishing

1. If operators of Union fishing vessels are interested in fishing activities not covered by Article 7(1) or (2), the Union shall consult Côte d'Ivoire in order to seek authorisation for those new activities. In the course of those consultations, the Parties shall take account of the relevant scientific opinions, in particular opinions issued by regional or subregional fisheries organisations.

2. The scientific meeting provided for in Article 10(4) of this Protocol may be instructed by the Joint Committee to:

(a) make recommendations for the exploration of new fisheries, in particular in the form of an exploratory fishing trip,

(b) specify the conditions applicable to those new fishing opportunities, such as putting in place multiannual management plans.

3. The Parties shall agree in the Joint Committee to make necessary amendments to this Protocol.

4. If the scientific meeting so recommends, the Parties may authorise exploratory fishing trips in Côte d'Ivoire's fishing zone in order to test the technical feasibility and economic viability of new fisheries.

5. To this end, the European Union shall communicate the applications for exploratory fishing licences to the Côte d'Ivoire authorities on the basis of a technical file, indicating:

(a) the technical characteristics of the vessel;

(b) the level of expertise of the vessel's officers in the relevant fishery;

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

6. Exploratory fishing trips shall have a duration that follows the recommendations of the scientific meeting and does not exceed a total of six months. They shall be subject to the payment of a fee set by the Côte d'Ivoire authorities.

7. A scientific observer from the flag State and a scientific observer from Côte d'Ivoire shall be present on board throughout the duration of the trip. Their observation protocols shall be harmonised on the basis of the recommendations of the scientific meeting.

8. Catches made during and for the purpose of the exploratory trip shall be landed and sold in Côte d'Ivoire.

9. The detailed results of the trip shall be analysed by the scientific meeting and the conclusions shall be submitted to the Joint Committee for examination.

Article 14)
Applicable legislation

1. The activities of Union fishing vessels operating in Côte d'Ivoire's fishing zone shall be governed by this Protocol and, for any matters not covered by it, by the legislation of Côte d'Ivoire.

2. Côte d'Ivoire shall provide the Union with the applicable legislation before the provisional application of this Protocol.

3. The Côte d'Ivoire authorities shall notify the European Union as soon as possible of any change or any new legislation relating to the fishing sector. Changes shall be binding on Union vessels within 60 days of notification.

4. The European Union shall inform the Côte d'Ivoire authorities of any change or any new legislation relating to the fishing activities of the European Union distant-water fleet.

Article 15)
Electronic data exchange

1. Côte d'Ivoire and the Union shall put in place secure IT systems that automate the real-time exchange of data on authorisations and activities by Union vessels, or electronic exchanges in accordance with the provisions of this Protocol.

2. The Union shall ensure regular transmission of the following data to Côte d'Ivoire:

(a) as regards the activities of Union vessels in Côte d'Ivoire's fishing zone:

- vessel positions, in accordance with the provisions laid down for the vessel monitoring system (VMS);
- daily catches by the Union vessels referred to in Article 7)(1)(a) and (b);
- fishing zone entry and exit notifications for the Union vessels referred to in Article 7)(1)(a) and (b);

(b) as regards ports in Côte d'Ivoire:

- prior notifications of transhipment and declarations of transhipment for the vessels referred to in Article 7)(1)(a) and (b);

– prior notifications of return to port and landing declarations for the vessels referred to in Article 7)(1)(a) and (b).

3. The electronic version of an exchanged document shall be considered equivalent to the paper version in every respect.

4. Côte d'Ivoire and the Union shall notify each other without delay of any malfunction of the aforementioned IT systems and put in place the necessary procedures for continuity of data exchange.

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

6. The Parties shall endeavour to start transmitting ERS data, as referred to in Chapter III of the Annex, in UN/FLUX format within a maximum of 12 months from the date of signature of the Protocol.

7. In the event of technical difficulties, the Parties agree to consult each other in order to find an alternative solution and take action to achieve this objective as soon as possible.

Article 16)
Data protection

1. Côte d'Ivoire 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 Fisheries Agreement, as well as all commercially sensitive information relating to the communication systems used by the Union, are treated as confidential. The Parties shall ensure that only aggregated data relating to fishing activities in the fishing zone are made public.

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

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

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

Article 17)
Prerogatives of the Joint Committee

1. The Joint Committee established by Article 9 of the Agreement may deliberate or decide by exchange of letters or by remote meeting.

2. In accordance with each Party's own procedures, the Joint Committee shall adopt amendments to this Protocol concerning:

(a) the fishing opportunities under Article 7(1) and Article 8(1) and, consequently, the financial contribution referred to in Article 8(2)(a);

(b) the arrangements for implementing the sectoral support referred to in Article 9;

(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 15(4);

(e) the implementation of Article 4 of this Protocol.

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

Article 18)
Mid-term review

At its annual meeting in 2026, the Joint Committee shall examine the technical provisions of this Protocol and the Annex hereto, in accordance with Article 4 hereof.

Article 19)
Suspension of implementation of the Protocol

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

(a) unusual circumstances, as defined in Article 2(h) of the Agreement, which prevent fishing activities in Côte d'Ivoire's fishing zone;

(b) significant changes in the formulation or implementation of the fisheries policy of either of the Parties which prevent such activities from being carried out;

(c) triggering of the mechanisms provided for in Article 101(6) and (7) of the Samoa Agreement in the event of violation of the essential elements or in serious cases of corruption as defined by that agreement;

(d) non-payment by the European Union of the financial contribution provided for in Article 8(2)(a), in accordance with the provisions of paragraph 3 of this Article;

(e) a major and unresolved dispute within the Joint Committee over the interpretation of this Protocol or in the event of a failure to comply with its provisions as identified by one of the Parties.

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

3. Non-payment by the European Union, as referred to in paragraph 1(d), may be regarded as such only after a period of 60 days has elapsed following the official notification sent by the Côte d'Ivoire authorities to the Union regarding non-payment.

4. In the event of suspension, the Parties shall continue to consult each other with a view to finding an amicable settlement to their dispute. Once the dispute has been settled, application of the Protocol shall resume and the Parties shall consult each other with a view to establishing compensation amounts and arrangements.

Article 20)
Termination

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

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

Article 21)
Provisional application

This Protocol shall apply provisionally from 1 January 2025, subject to signature by the Parties, or from the date of signature if it is signed after 1 January 2025.

Article 22)
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 23)
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.

For the European Union

For the Republic of Côte d'Ivoire

ANNEX

Conditions governing fishing activities by Union vessels in Côte d'Ivoire's fishing zone

CHAPTER I

GENERAL PROVISIONS

1. Fishing zone

The geographical coordinates of the baselines and points determining the boundaries of Côte d'Ivoire's fishing zone are set out in Appendix 1.

Union vessels may carry out fishing activities in waters beyond 12 nautical miles from the baseline, subject to the provisions of point 2 below.

2. Zones closed to shipping and fishing

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

3. Bank account

Before provisional application of this Protocol, Côte d'Ivoire shall send the Union the details of the Public Treasury account into which the financial sums payable by operators of Union vessels under the Agreement are to be paid. The associated bank transfer costs shall be borne by the operators.

4. Contact details

The necessary contact details for the transmission of information under this Annex are set out in Appendix 3.

CHAPTER II

FISHING LICENCES

Section 1: Applicable procedures

1. Conditions for obtaining a fishing licence – eligible vessels

Only eligible vessels may obtain a licence to fish in Côte d'Ivoire's fishing zone. To do so, they must be entered in the register of EU fishing vessels. Applications shall be processed in accordance with Regulation (EU) 2017/2403 on the sustainable management of external fishing fleets.

For a vessel to be eligible, the operator, the master (i.e. the fisher in command of the fishing vessel) and the vessel itself must not be banned from fishing in Côte d'Ivoire, and the Union vessel must not be formally listed as an IUU fishing vessel. They must be in order vis-à-vis the Côte d'Ivoire authorities insofar as they must have fulfilled all prior obligations arising from their fishing activities in Côte d'Ivoire under fisheries agreements concluded with the EU.

2. Licence applications

The Union shall submit to Côte d'Ivoire, by electronic means, an application for each vessel to be authorised, at least 21 working days before the date on which the desired operations are to commence.

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.

Applications shall be submitted with the information listed in Appendix 4, accompanied by the following documents:

— proof of payment of the flat-rate advance for the relevant period of validity;

— a copy of the vessel's seaworthiness certificate;

— a copy of the vessel's insurance certificate;

— a recent digital colour photograph of the vessel, of adequate resolution, showing a side view, with the vessel's name and identification number clearly legible;

— an illustration and a detailed description of the fishing gear used;

— the vessel's registration certificate.

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

4. Period of validity of fishing licences

Validity shall be for a one-year period, defined as follows:

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

(b) thereafter, the period from 1 January to 31 December;

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

5. Flat-rate fee

The amount of the flat-rate fee per vessel for each category is set out in Section 2.

The fee shall be paid into a Public Treasury account notified by Côte d'Ivoire prior to application of this Protocol.

For the first and the last year of application of the Protocol, the flat-rate fees and associated tonnages for the vessels referred to in Article 7(1)(a) and (b) shall be reduced *pro rata temporis*.

6. List of vessels authorised to fish

Once the licence has been issued, the Republic of Côte d'Ivoire shall draw up the updated list of vessels authorised to fish in Côte d'Ivoire's zone. That list shall be sent to the national body responsible for supervising fishing and to the EU.

7. Issuing of fishing licences

The originals of fishing licences shall be issued by the Côte d'Ivoire authorities within 21 working days of receipt of all the documents referred to in point 2 above. They shall be handed to the operators or their representatives, where appropriate through the intermediary of the Delegation of the European Union to Côte d'Ivoire.

Côte d'Ivoire shall indicate that the application has been accepted and upload an electronic copy of the signed original to the LICENCE system, once it has become fully operational. In the meantime, it shall send a scanned copy of the licences issued to the Union by email.

8. Malfunction of the LICENCE system

Where difficulties arise in the transmission of information between the European Commission and Côte d'Ivoire through the LICENCE system, fishing licences shall be exchanged electronically by email until the system is operational again.

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

9. Transfer of fishing licences

A fishing licence shall be issued for a given vessel and shall not be transferable. However, at the request of the Union and where unusual circumstances are proven, such as the loss or prolonged immobilisation of a vessel due to a serious technical failure, the fishing licence of one vessel shall be replaced by a new fishing licence for another vessel of the same Protocol category, with no further fee being due. In that case, the calculation of the level of catches for the purpose of determining any additional payment shall take into account the sum of the total catches of the two vessels.

The operator of the vessel to be replaced, or the operator's representative, shall return the original of the cancelled licence to Côte d'Ivoire, if necessary through the intermediary of the EU delegation.

The new licence shall take effect on the day on which the operator returns the cancelled licence to Côte d'Ivoire.

The Parties shall update the list of authorised vessels and the information in the LICENCE system.

10. Keeping the fishing licence on board

The original of the fishing licence must be kept on board at all times. However, until that document can be kept on board:

an electronic version of the fishing licence may be used for a maximum of 60 calendar days after the date of issue of the licence. During this period, the copy shall be considered equivalent to the original of the fishing licence.

11. Support vessels

Côte d'Ivoire shall authorise European Union fishing vessels holding a fishing licence to be assisted by support vessels in accordance with the ICCAT recommendations.

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

Support vessels shall, to the extent applicable to them, be subject to the same application procedure set out in this Chapter for fishing licences. Côte d'Ivoire shall draw up a list of authorised support vessels and send it to the EU.

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

Section 2: Fees and advance payments

1. For tuna seiners and surface longliners, the fee per tonne caught in Côte d'Ivoire's fishing zone shall be set at EUR 80 for the first two one-year periods and EUR 85 thereafter.

2. Fishing licences shall be issued after payment of the following annual flat-rate advance fees:

(a) For tuna seiners:

— EUR 12 000 per vessel for the first two one-year periods and EUR 12 750 thereafter, equivalent to the fees due for 150 tonnes per year.

Support vessels operating in support of seiners shall be subject to payment of an annual fee of EUR 3 500.

(b) For surface longliners:

— EUR 4 000 per vessel for the first two one-year periods and EUR 4 250 thereafter, equivalent to the fees due for 50 tonnes per year.

3. Conditions relating to tuna-like species

(a) requirement to make a detailed declaration by species;

(b) during landing operations in Côte d'Ivoire, operators shall endeavour to land, for sale, tuna-like species caught in Côte d'Ivoire's EEZ.

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

5. Where the final statement is greater than the flat-rate fee paid to obtain the fishing authorisation, the operator shall pay the outstanding balance to Côte d'Ivoire, into the account referred to in Chapter I, paragraph 4, within 45 days, unless it contests the amount. However, if the final statement is less than the advance referred to in point 2 of this Section, the remaining amount shall not be reimbursable to the operator.

CHAPTER III

CATCH REPORTING

The provisions of this chapter shall apply to Union vessels referred to in Article 7)(1)(a) and (b) and holding a fishing licence issued under this Protocol.

Section 1: Recording in the fishing logbook and transmission by ERS of catch data

1. The master of the vessel shall keep a fishing logbook in accordance with the relevant ICCAT recommendations and resolutions. The master shall be responsible for the accuracy of the data recorded in the fishing logbook.

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

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

4. The technical requirements for ERS transmission are set out in Sections 1 and 3 of Appendix 5.

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

6. If the provisions of this Chapter are not complied with, the Côte d'Ivoire authorities reserve the right to suspend the licence of the offending vessel until it has met its obligation and to apply the infringement procedure and penalty provided for in the legislation of Côte d'Ivoire with respect to the operator of the vessel. The Union and the flag Member State shall be informed thereof.

Section 2: Quarterly reporting of catch data

1. The Union shall notify Côte d'Ivoire, before the end of the third month of each quarter, of the catch data for the preceding quarter. The data shall be presented monthly, broken down by fishing category, by vessel and by species identified by its FAO code.

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

3. Côte d'Ivoire shall use these data and report any inconsistencies with the data received by ERS in accordance with Section 1 of this Chapter.

CHAPTER IV

TECHNICAL CONSERVATION MEASURES

1. The technical measures applicable to vessels holding a licence, with respect to the fishing zone, the authorised gear and the prohibited species, are defined in the technical sheet contained in Appendix 1 to this Annex.

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

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

CHAPTER V

MONITORING, CONTROL AND SURVEILLANCE

Section I: Monitoring, control and surveillance

1. Fishing zone entry and exit notifications

(a) The operator of a Union fishing vessel shall notify the Côte d'Ivoire authorities responsible for fisheries control at least three hours in advance of the vessel's plans to enter or exit Côte d'Ivoire's fishing zone.

(b) If the exit is cancelled, this must also be notified as soon as possible.

(c) When notifying its entry or exit, the operator of the vessel shall notify in particular:

– the date, time and point of passage scheduled;

– the quantity of each species held on board, identified by its FAO 3-alpha code and expressed in kilograms of live weight or, where appropriate, in terms of the number of individual fish; this provision shall not apply to support vessels.

(d) A vessel found to be fishing without having notified its entry to the competent Côte d'Ivoire authority shall be regarded as a vessel in breach of the law.

2. Inspection procedures

(a) Inspection of Union vessels holding a fishing authorisation, either at sea in Côte d'Ivoire's fishing zone or in port, shall be carried out by vessels and inspection officers from Côte d'Ivoire, duly mandated and identifiable as being assigned to control of fishing activities.

(b) Before going on board, the Ivorian inspectors shall inform the Union vessel of their decision to carry out an inspection. The inspection shall be carried out by a maximum of four inspectors, who shall provide proof of their identity and official position as an inspector before carrying out the inspection.

(c) Masters of Union vessels holding a fishing authorisation shall allow the inspectors to discharge their duties and facilitate their boarding of the vessel and their work.

(d) Images (photos or videos) made during inspections shall be intended for the authorities responsible for fisheries control and surveillance. They shall not be made public unless national legislation provides otherwise, while ensuring that the rights of the data subjects are respected.

(e) These officials shall not remain on board for longer than is necessary for the discharge of their duties. They shall carry out the inspection in such a way as to minimise the impact on the vessel, its fishing activity and its cargo.

(f) At the end of each inspection, the Ivorian inspectors shall draw up an inspection report. The master of the Union vessel shall have the right to add comments to the inspection report. The inspection report shall be signed by the inspector drawing up the report and the master of the Union vessel. The signing of the inspection report by the master shall be without prejudice to the operator's right of defence in proceedings relating to any infringement found. If the master refuses to sign the document, they shall specify the reasons for doing so in writing, and the inspector shall write 'Refused to sign' on it. The Ivorian inspectors shall give a copy of the inspection report to the master of the Union vessel before leaving the vessel.

(g) Côte d'Ivoire shall send a copy of the inspection report to the Union within eight days of the inspection.

(h) The Parties may, on the basis of a risk assessment, agree to carry out joint inspections on Union vessels, in particular during landing and transhipment operations, in order to ensure compliance with both Union legislation and that of Côte d'Ivoire. Inspectors deployed by the Parties to carry out such inspections shall comply with the provisions on the conduct of inspections laid down in Union and Ivorian legislation, respectively, in the exercise of their duties. Côte d'Ivoire, the Union and its Member States, in the context of their responsibilities as coastal or flag States, may cooperate on inspection follow-up actions, in accordance with their applicable legislation.

(i) In addition, at the Union's request, the Côte d'Ivoire authorities may authorise Union fishing inspectors to carry out inspections on Union vessels as regards the landing, transhipment and weighing of catches, within the limits of their competence under their national law, and in the presence of inspectors from Côte d'Ivoire.

(j) If the provisions of this Chapter are not complied with, the Côte d'Ivoire authorities reserve the right to suspend the licence of the offending Union vessel until it has met its obligation and to apply the infringement procedures and penalty provided for in

the legislation of Côte d'Ivoire. The Union and the flag Member State shall be informed thereof.

3. Participatory surveillance in the fight against IUU fishing

In order to strengthen monitoring of fishing on the high seas and the fight against IUU fishing, European Union fishing vessels shall report the presence in Côte d'Ivoire's fishing zone of any vessel suspected of carrying out IUU fishing activities, providing as much information as possible about the sighting. Sighting reports shall be sent without delay to the Côte d'Ivoire authorities and to the competent authority of the flag Member State of the sighting vessel, which shall immediately forward them to the Union or to the body designated by it. The Côte d'Ivoire authorities shall forward any sighting reports they have on Union vessels engaged in activities that may constitute IUU fishing in Côte d'Ivoire's fishing zone to the Union.

4. Landings and transhipments

(a) All operators of Union vessels carrying out landings or transhipments in Ivorian waters shall do so only in or off Côte d'Ivoire's ports. Transhipment at sea shall be prohibited.

(b) The operator of the vessel shall provide the following to the Côte d'Ivoire authorities within the specified time limits:

– the information specified by ICCAT for advance requests for port entry (18-09, paragraph 13);

– the prior transhipment notification (ICCAT Recommendation 21-15, Appendix 3, paragraph 3.1);

– the transhipment declaration (ICCAT Recommendation 21-15, Appendix 3, paragraph 3.3, and Appendix 1). Furthermore, declarations of landings in Côte d'Ivoire's ports shall also be sent to Côte d'Ivoire, within the same time limits and in the same format as those specified for sending them to the flag State.

(c) Côte d'Ivoire shall carry out checks on transhipment and landing operations in its ports in accordance with its obligations under the Agreement on Port State Measures. Masters of Union vessels carrying out landing or transhipment operations in Côte d'Ivoire shall allow checks to be carried out on those operations. The inspection procedures set out in paragraph 2 shall apply.

5. Arrangements for the submission of notifications and declarations

The notifications and declarations referred to in this Section shall be submitted, preferably by ERS transmission between the flag State and the Côte d'Ivoire authorities, in accordance with Appendix 5. However, if the information to be provided in the notifications and declarations is not transmitted by ERS in its entirety, the operator shall submit all the information concerning the event in question by email to the Côte d'Ivoire authorities. In that case, the Côte d'Ivoire authorities shall acknowledge receipt. Declarations of entry into the fishing zone and exit from the fishing zone shall be sent to Côte d'Ivoire both by email, to the address set out in Appendix 3, and by ERS.

Section II: Vessel monitoring system (VMS)

6. Vessel position data

(a) Union vessels holding a fishing licence under this Protocol shall be equipped with a satellite vessel monitoring system (VMS) allowing them to be automatically located

and identified by means of a tracking device, through automatic transmission of vessel position data ('VMS data') at regular intervals.

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

(c) The contact points, whose contact details shall be communicated before the date of application of this Protocol, shall exchange all relevant information on the Union vessels' equipment, the transmission protocols and any other functions necessary for satellite monitoring.

(d) The flag State's FMC shall ensure that VMS positions are made available to Côte d'Ivoire's FMC automatically and in real time for the period during which the Union vessel is present in Ivorian waters.

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

(f) The master shall be deemed responsible if a vessel's VMS is found to have been tampered with in order to disrupt its operation or falsify its position messages. Any infringement shall be subject to the penalties provided for by the legislation in force in Côte d'Ivoire.

7. Technical breakdown or failure affecting a Union vessel's monitoring equipment

(a) The defective equipment must be replaced within 10 working days of the failure being notified by the flag State to Côte d'Ivoire's FMC. After that period, the Union vessel in question must return to a port designated by the Côte d'Ivoire authorities responsible for fisheries control for regulatory follow-up and repair or must leave the zone, provided that the flag State has sent the inspection report on the defective equipment to Côte d'Ivoire's FMC and informed it of the reasons for the breakdown.

(b) Until such time as the equipment has been replaced, the master of the Union vessel shall manually send a global position report every four hours by electronic means, radio or fax to Côte d'Ivoire's FMC, stating the positions recorded by the master of the Union vessel.

(c) Any messages not transmitted during this downtime shall be retransmitted as soon as communication between the FMC of the flag State concerned and Côte d'Ivoire's FMC has been re-established.

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

The arrangements for secure communications are set out in Sections 1 and 2 of Appendix 5.

9. Revision of the frequency of position messages

Côte d'Ivoire's FMC may ask the flag State's FMC to reduce the interval for sending a vessel's position messages to 30 minutes for a set period of investigation, copying in the Union and attaching evidence pointing towards an infringement. The flag State's FMC shall, without delay, send the vessel's position messages at the new frequency.

At the end of the set investigation period, Côte d'Ivoire shall inform the flag State's FMC and the Union of the outcome of its investigations and of any follow-up required.

CHAPTER VI
EMPLOYMENT OF FISHERS ON BOARD UNION VESSELS

1. Required number of ACP fishers to be taken on board

1.1. The operator of a Union vessel authorised under this Protocol shall take on ACP fishers to work on board the vessel as crew members for the duration of the vessel's fishing activities under this Protocol.

1.2. The number of Ivorian fishers taken on in accordance with point 1.1 shall be regularly followed up with the competent Côte d'Ivoire authorities, with the aim of reaching a rate of 30% ACP fishers across all vessels categorised as seiners, the majority of them being Ivorian.

1.3. The fishers to be taken on under point 1.1 shall meet the requirements of the flag State's legislation transposing Council Directive (EU) 2017/159[2], including as regards passports, seafarer's books, medical certificates, international vaccination cards and basic training certificates. The list of requirements resulting from that legislation shall be sent to the Côte d'Ivoire authorities by the flag State sufficiently in advance. The fishers to be taken on under point 1.1 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.

1.4. To facilitate taking on fishers from Côte d'Ivoire, the competent Côte d'Ivoire authorities shall draw up, regularly update and communicate to operators of Union vessels a list of competent fishers who meet the requirements set out in point 1.3.

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

1.6. The operator of the Union fishing vessel, or the master on their behalf, shall refuse to take an Ivorian fisher on board their vessel if the fisher does not comply with the requirements laid down in point 1.3.

2. Working conditions

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

3. Fisher's work agreement

3.1. For each fisher engaged on board a Union vessel pursuant to point 1.1, a written work agreement shall be negotiated and signed by both the fisher and the employer. That agreement, signed by both Parties, must be submitted to the Ivorian maritime authority for approval in accordance with Ivorian legislation.

3.2. The agreement shall comply with the requirements of the flag State's legislation transposing Council Directive (EU) 2017/159 (Annex I to the Directive).

4. Remuneration of fishers

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

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

4.2. ACP fishers must be paid a guaranteed monthly or regular remuneration, preferably by bank transfer, irrespective of the actual amount of fish caught and/or sold. It shall be fixed by mutual agreement between the operators or their agents and the fishers and/or their trade unions or representatives. Where no collective bargaining agreement has been concluded, the terms of remuneration granted to ACP fishers shall not be inferior to those applied to crews from their respective ACP 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 ILO, 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.

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

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

5. Social security

Côte d'Ivoire shall ensure that fishers ordinarily resident in its territory, and their dependants to the extent provided in national legislation, are entitled to benefit from social security protection under conditions no less favourable than those applicable to other workers, in particular employed persons ordinarily resident in its territory.

6. Private labour market services

6.1. Private labour market service means:

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

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

6.2. The competent Côte d'Ivoire authorities shall ensure that Ivorian agents providing private labour market services to both fishers and operators of Union vessels:

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

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

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

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

(e) ensure that:

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

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

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

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

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

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

(vii) the operator of the Union vessel 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.

6.3. The competent Côte d'Ivoire authorities shall ensure that Ivorian agents employing fishers in order to post them on board Union vessels sign work agreements with those fishers that clearly state that the fisher in question is employed by the agent with a view to making them available to operators of Union vessels, who assign their tasks and supervise the execution of those tasks.

6.4. By way of derogation from point 6.2(b), the costs of obtaining a seafarer's book, a medical certificate and a passport shall be borne by the fisher or by another person or organisation as laid down by the relevant legislation, the fisher's work agreement or any collective bargaining agreement. The costs of obtaining a visa and work permit, if required, shall be borne by the employer.

7. Compliance with this Chapter

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

7.2. The competent Côte d'Ivoire authorities shall ensure that this Chapter is duly implemented in line with their obligations under international law and in accordance with their obligations under this Chapter.

7.3. The authorities of the flag State shall ensure the proper implementation of Sections 1, 2 and 3 on board vessels flying their flag. They shall exercise their responsibilities in accordance with the ILO Guidelines on flag State inspection of working and living conditions on fishing vessels.

7.4. The requirement to take on board fishers laid down in point 1.2 shall be reduced proportionally in the following cases:

— where a fisher selected on the basis of the list referred to in point 1.4 appears not to comply with the requirements set out in point 1.3;

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

— where the Côte d'Ivoire authorities fail to provide the list referred to in point 1.4.

7.5. The Parties shall consult each other on the application of the provisions of this Chapter within the Joint Committee.

CHAPTER VII
OBSERVERS

1. Observation of fishing activities

1.1. Pending the implementation of a system of regional observers, Union vessels authorised to fish in Côte d'Ivoire's fishing zone under the Agreement shall take on board observers in accordance with the ICCAT recommendations.

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

1.3. Côte d'Ivoire shall provide training for its observers. Observers shall be trained taking into account the procedures in place for observer duties on board Union vessels, with the aim of harmonising and coordinating national observer programmes with Union support.

1.4. The Parties agree to explore the possible use of an electronic monitoring system in their observation programmes. Côte d'Ivoire and the Union shall cooperate with the other coastal States of the eastern Atlantic Ocean, with a view to supporting a concerted regional implementation of observer programmes within the framework of ICCAT.

Observers designated by Côte d'Ivoire shall be taken on board Union vessels in accordance with the rules laid down below.

2. Designated vessels and observers

2.1. Côte d'Ivoire shall draw up a list of observers designated to be taken on board Union vessels, update it and communicate it to operators and the Union. Observers included on that list must meet the training requirements set out in point 1 of this Section.

2.2. In order to enable Côte d'Ivoire to optimise its programming, all operators shall communicate directly to the authorities, when submitting their licence application, a provisional timetable of port calls for the following year.

2.3. Côte d'Ivoire shall draw up its desired programme of boardings for its designated observers and communicate it to operators and to the Union.

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

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

3. Boarding and disembarking conditions

3.1. The conditions under which the observer is taken on board shall be agreed between the operator or their representative and the Côte d'Ivoire authorities.

3.2. The observer shall be taken on board at a port chosen by the operator at the beginning of the fishing trip in Côte d'Ivoire's fishing zone.

3.3. Within two weeks and giving 10 days' notice, the operators concerned shall confirm at which ports and on what dates they intend to take observers on board.

3.4. If an observer is taken on board in a country other than Côte d'Ivoire, the observer's travel costs shall be borne by the operator.

3.5. If the observer is absent without justification at the time and place agreed and for 12 hours thereafter, the operator shall be automatically absolved of their obligation to take that observer on board.

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

3.7. The observer shall be provided with every facility needed to carry out their duties. The master shall give them access to the means of communication needed to discharge their duties, to documents relating directly to the vessel's fishing activities, including, in particular, the fishing logbook and the navigation log, and to the necessary parts of the vessel to allow them to accomplish their duties.

3.8. The operator shall bear the costs of providing board and lodging for observers in the same conditions as for officers, within the confines of the practical possibilities offered by the vessel.

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

4. Observers' duties

4.1. Observers shall be treated as officers when on board.

4.2. When the vessel is operating in Côte d'Ivoire's fishing zone, observers shall carry out the following tasks:

— observe the fishing activities of the vessels;

— verify the position of vessels engaged in fishing operations;

— perform biological sampling in the context of scientific programmes;

— record the fishing gear used;

— verify the data recorded in the logbook for catches taken in Côte d'Ivoire's fishing zone;

— verify the percentages of by-catches and estimate the quantity of discards;

— report fishing data, including the quantity of catches and by-catches on board, to their competent authority by any appropriate means.

5. Observers' obligations

While on board, observers shall:

— take all appropriate steps to ensure that the manner of their boarding and their presence on board the vessel neither interrupt nor hamper fishing operations;

— respect the material and equipment on board and the confidentiality of all documents belonging to the vessel;

— for any periods of observation on board a Union vessel, draw up a report of their observations and send it to the Côte d'Ivoire authorities and the operator of the vessel, copying in the Union. The master may add any observations they consider relevant.

6. Flat-rate financial contribution

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

CHAPTER VIII
INFRINGEMENTS

1. Handling of infringements

1.1. Any infringement committed by a Union vessel in Ivorian waters must be notified by the Côte d'Ivoire authorities to the Union by all appropriate means within 24 working hours.

1.2. Once an infringement has been recorded in the statement drawn up by the Côte d'Ivoire control authorities, the master of the Union vessel shall sign that statement. If the master refuses or is prevented from signing, this shall be recorded in the statement.

1.3. The master's signature, or the lack thereof, shall not prejudice the rights of the master or any defence which the master may make to contest the alleged infringement.

1.4. The statement of infringement shall be sent to the Union and the flag State within seven working days.

2. Diversion of a vessel – information meeting

2.1. Any Union vessel suspected of having committed an infringement may be forced to cease its fishing activity and, if necessary, where the vessel is at sea, to return to a port in Côte d'Ivoire specified by the Côte d'Ivoire control authorities. The Union vessel in breach of Ivorian regulations shall be detained in port until completion of the formalities provided for by those regulations.

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

2.3. Before taking any measures against the vessel, the master, the crew or the cargo, with the exception of measures taken to protect evidence, Côte d'Ivoire shall, at the request of the Union and within 48 hours of notification of the diversion of the vessel, organise an information meeting to clarify the facts and to explain what further action may be taken. A representative of the vessel's flag State may attend this information meeting.

2.4. The vessel owner or their representative shall be informed of the outcome of the meeting and of any measures resulting from the boarding or detention.

3. Statement of infringement

3.1. In the event of an infringement, the finding shall be recorded in a statement drawn up by the Côte d'Ivoire control authorities. The master of the Union vessel shall sign that statement. If the master refuses or is prevented from signing, this shall be recorded in the statement.

3.2. The master's signature, or the lack thereof, shall not prejudice the rights of the master or any defence which the master may make to contest the alleged infringement.

4. Penalties for infringements – compromise procedure

4.1. The penalty for the infringement found shall be set by Côte d'Ivoire in accordance with the national legislation in force.

4.2. Where settling the infringement involves legal proceedings, and provided that the infringement does not involve a criminal act, a compromise procedure between Côte d'Ivoire and the operator or their representative may take place to determine the terms and level of the penalty before those proceedings are launched. Representatives of the vessel's flag State and the Union may participate in this compromise procedure. The compromise procedure shall finish at the latest three working days after notification of the vessel's diversion.

5. Legal proceedings – bank security

5.1. If the compromise procedure fails and the infringement is brought before the competent court, the operator of the vessel which committed the infringement shall deposit a bank security at a bank designated by Côte d'Ivoire, the amount of which, as set by Côte d'Ivoire, shall cover the costs associated with the diversion and immobilisation of the vessel, the estimated fine and any compensation. The bank security shall not be released until the legal proceedings have been concluded.

5.2. The bank security shall be released and returned to the operator without delay 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.

5.3. If the amount of the penalty imposed is higher than the amount of the bank security, the operator shall pay the difference.

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

6. Release of the vessel and the crew

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

— once the obligations arising under the compromise procedure have been fulfilled, or

— once the bank security has been lodged.

List of appendices

APPENDIX 1 GEOGRAPHICAL COORDINATES OF THE BASELINES AND OF CÔTE D'IVOIRE'S FISHING ZONE .....
APPENDIX 2 DATA SHEET FOR ACCESS BY UNION VESSELS.....
APPENDIX 3 CONTACT DETAILS FOR THE TRANSMISSION OF INFORMATION UNDER THIS PROTOCOL.....
APPENDIX 4 INFORMATION TO BE PROVIDED WHEN APPLYING FOR A LICENCE UNDER THE PROTOCOL ON THE IMPLEMENTATION OF THE FISHERIES AGREEMENT BETWEEN CÔTE D'IVOIRE AND THE EUROPEAN UNION.....
APPENDIX 5 TECHNICAL REQUIREMENTS FOR IMPLEMENTATION OF THE VESSEL MONITORING SYSTEM (VMS) AND THE SYSTEM FOR RECORDING FISHING ACTIVITIES (ERS).....
APPENDIX 6 PROCESSING OF PERSONAL DATA .....

Appendix 1 Geographical coordinates of the baselines and of Côte d'Ivoire's fishing zone

Baseline points

ID	latitude	longitude
1	4.359901	−7.49759
2	4.3539	−7.48091
3	4.35372	−7.47834
4	4.36306	−7.45668
5	4.37798	−7.41153
6	4.38404	−7.39734
7	4.42568	−7.31199
8	4.45146	−7.25577
9	4.46686	−7.23731
10	4.53104	−7.11615
11	4.53818	−7.05595
12	4.5475	−7.03168
13	4.58922	−6.97921
14	4.65527	−6.83202
15	4.68612	−6.72211
16	1.096355	0.971844

17	4.363102	−7.52385
ID		
1	5.089777778	−3.105888889
2	5.089916667	−3.107111111
3	5.090472222	−3.109805556
4	5.095361111	−3.134694444
5	5.102694444	−3.173138889

Maritime boundary points

ID	Latitude	Longitude	Name
1	5.0898	−3.1059	CIV_GHA_BP55
2	5.0177	−3.1218	CIV_GHA_A
3	4.9664	−3.1337	CIV_GHA_B
4	4.4449	−3.2491	CIV_GHA_C
5	3.2037	−3.4984	CIV_GHA_D
6	2.9847	−3.5445	CIV_GHA_E
7	2.6768	−3.6101	CIV_GHA_F
8	1.0021	−7.5400	CIV_LBR
9	4.1594	−7.5430	CIV_LBR
10	4.3012	−7.5346	CIV_LBR
11	4.3313	−7.5328	CIV_LBR
12	4.3606	−7.5311	CIV_LBR
13	4.3620	−7.5308	CIV_LBR
14	4.1580	−7.5450	CIV_LBR
15	4.0930	−7.5400	CIV_LBR
16	4.0780	−7.5400	CIV_LBR
17	3.0610	−7.5400	CIV_LBR
18	2.0440	−7.5400	CIV_LBR
19	1.0270	−7.5400	CIV_LBR

Appendix 2 Data sheet for access by Union vessels

FREEZER TUNA SEINERS AND SURFACE LONGLINERS

1. Fishing zone:

beyond 12 nautical miles from the baseline.

2. Authorised gear:

– Seine

– Surface longline

3. Prohibited species:

– In accordance with the Convention on Migratory Species and with the ICCAT resolutions, fishing for 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*), silky shark (*Carcharhinus falciformis*), sand tiger shark (*Carcharias taurus*) and tope shark (*Galeorhinus galeus*) is prohibited.

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

4. Fees applicable to operators:

4.1. Fee per tonne: EUR 80 for the first two one-year periods and EUR 85 thereafter.

4.2. Annual flat-rate fee:

For tuna seiners, EUR 12 000 for the first two one-year periods and EUR 12 750 thereafter (flat-rate advance of 150 tonnes).

For surface longliners, EUR 4 000 for the first two one-year periods and EUR 4 250 thereafter (flat-rate advance of 50 tonnes).

4.3. Flat-rate fee for observers: EUR 400 per vessel per year

4.4. Fee per support vessel: EUR 3 500 per vessel per year

5. Number of vessels authorised to fish: 25 tuna seiners

7 surface longliners

Appendix 3 Contact details for the transmission of information under this Protocol

For the Union:

Fishing authorisations:

LICENCE application: https://webgate.ec.europa.eu/licence

MARE-LICENCES@ec.europa.eu

Aggregated catches:

MARE-CATCHES@ec.europa.eu

UN/FLUX help desk:

MARE-FISH-IT-SUPPORT@ec.europa.eu

For Côte d'Ivoire: the contact details will be notified by Côte d'Ivoire prior to application of this Protocol.

Appendix 4 Information to be provided when applying for a licence under the Protocol on the implementation of the Fisheries Agreement between Côte d'Ivoire and the European Union

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

Name of applicant

Telephone number of applicant

Email address of applicant

Name of shipowner

Town and country of residence of the shipowner

Name of the owner or up to a maximum of five main beneficial owners of the vessel

Town and country of residence of the owner or up to a maximum of five main beneficial owners of the vessel

Name of master

Nationality of master

Email address of master

Name and address of local agent

Name of vessel

Flag State

Port of registration

IRCS

External marking

MMSI

IMO No (if applicable)

ICCAT No

Date of current flag registration

Previous flag (if any)

Place of construction

Date of construction

Call frequency

Satellite telephone number

LOA (metres)

Tonnage (expressed in GT London)

Type of engine

Engine power (kW)

Number of crew

Conservation method on board

Processing capacity per day (24 hours) in tonnes

Number of fish holds

Total capacity of fish holds (m^3)

VMS manufacturer

VMS model

VMS serial No

VMS software version

Satellite operator

Authorised fishing gear

Place for landing catch

Requested authorisation start date

Requested authorisation end date

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

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

1. If a technical fault occurs and affects transmission of vessel position data or fishing activity data ('ERS data') between the Parties' FMCs, Union vessels affected by that fault shall not be considered to be in a situation of non-compliance.

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

3. Both Parties shall implement an acceptance environment for testing purposes before they start using the production environment. The European Union shall send test messages to Côte d'Ivoire's FMC in the acceptance environment. Once the tests have been successfully completed, the Parties shall agree on the date from which vessel position data and ERS data are to be sent automatically via the FLUX Transportation Layer software and in the UN/FLUX format.

4. Until that date, position data of Union vessels and ERS data shall be sent using the formats and arrangements already in place when this Protocol starts to apply.

5. The FMCs of the flag State and Côte d'Ivoire and the European Commission shall exchange their contact email addresses and shall promptly inform each other of any changes to these addresses.

6. The FMCs of the flag State and Côte d'Ivoire and the European Commission shall inform each other as soon as possible of any interruption in the automatic transmission of data; or, in the event of any maintenance operations lasting more than 48 hours, shall endeavour to restore automatic transmission and shall notify the other Party as soon as it has been restored. The Joint Committee shall deal with any dispute that may arise.

7. If the interruption lasts for more than 48 hours, the FMC of the flag State shall, in the meantime, provide data by email every 24 hours until automatic transmission resumes. This arrangement may be requested from the flag State's FMC by Côte d'Ivoire's FMC if the malfunction concerns the latter's system and persists beyond 48 hours despite its best efforts to repair it.

8. Data affected by the interruption shall also be resent using automatic transmission systems once these have been restored.

9. The Côte d'Ivoire authorities shall inform their competent control services so that Union vessels are not considered non-compliant because of a failure to transmit data.

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

Section 2 – Technical requirements for VMS data transmission

1. Vessel position data – vessel monitoring system

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

1.2. Vessel positions shall be given with a margin of error of less than 100 metres and a confidence interval of 99%.

1.3. The first position recorded after entry into Côte d'Ivoire's fishing zone shall be identified by the code 'ENT' (NAF) or 'ENTRY' (UN/FLUX). All subsequent positions shall be identified by the code 'POS', with the exception of the first position recorded after leaving Côte d'Ivoire's fishing zone, which shall be identified by the code 'EXI' (NAF) or 'EXIT' (UN/FLUX).

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

Vessels fishing in Côte d'Ivoire's fishing zone with a defective vessel monitoring device must send their position messages by email to the flag State's FMC at least every four hours and must provide all the mandatory information. The flag State's FMC shall inform Côte d'Ivoire's FMC of this change. Position data shall then be transmitted at that frequency.

Côte d'Ivoire's FMC shall inform the flag State's FMC and the Union of any interruption in the reception of position messages from a vessel holding a fishing authorisation where the vessel concerned has not notified its exit from the zone.

3. Structure of messages in NAF communicating vessel position data to Côte d'Ivoire

Data element	Code	Mandatory (M) / Optional (O)	Content
Start of record	SR	M	System detail indicating start of record
Addressee	AD	M	Message detail – Addressee alpha-3 country code (ISO-3166)
From	FR	M	Message detail – Sender alpha-3 country code (ISO-3166)
Flag State	FS	M	Message detail – Flag State alpha-3 code (ISO-3166)
Type of message	TM	M	Message detail – Type of message (ENT, POS, EXI, MAN)
Radio call sign (IRCS)	RC	M	Vessel detail – Vessel international radio call sign (IRCS)
Contracting party internal reference number	IR	O	Vessel detail – Unique number assigned by the contracting party to identify the vessel

Unique vessel identifier (IMO number)	IM	M	Vessel detail – IMO number Mandatory if the ship has such a number
External registration number	XR	M	Vessel detail – Number on side of vessel (ISO 8859.1)
Latitude	LT	M	Vessel position details – Latitude of position in decimal degrees (WGS84) ± DD.ddd. Positive numbers for the northern hemisphere; negative numbers for the southern hemisphere. The plus sign (+) need not be transmitted. Non-significant zeros may be omitted. The value must be between −90 and +90.
Longitude	LG	M	Vessel position details – Longitude of position in decimal degrees (WGS84) ± DD.ddd. Positive numbers for the northern hemisphere; negative numbers for the southern hemisphere. The plus sign (+) need not be transmitted. Non-significant zeros may be omitted. The value must be between −180 and +180.
Course	CO	M	Vessel course 360° scale
Speed	SP	M	Vessel speed in tenths of knots
Date	DA	M	Vessel position detail – Date of record of UTC position (YYYYMMDD)
Time	TI	M	Vessel position detail – Time of recording UTC position (HHMM)
End of record	ER	M	System detail indicating end of record

4. Once the new UN/FLUX format and transmission via the FLUX Transportation Layer have been effectively implemented, VMS data shall be transmitted in accordance with the format and processes set out in the implementation document made available on the European Commission's website.

5. Protection of VMS data

5.1. All monitoring data communicated by one Party to the other Party in accordance with these provisions shall be used exclusively for:

— monitoring, control and surveillance by the Côte d'Ivoire authorities of the Union fleet fishing under the Fisheries Agreement;

— research studies carried out by Côte d'Ivoire in the context of fisheries management and development.

5.2. Such data shall not be disclosed to third parties, unless one of the Parties is required by law to do so.

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

1. When in Côte d'Ivoire's fishing zone, the master of a Union fishing vessel holding an authorisation issued under this Protocol must:

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

(b) record daily the position of the vessel at noon if no fishing activity has been carried out;

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

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

2. The flag State's FMC shall make the ERS data available to Côte d'Ivoire's FMC. The flag State's FMC shall transmit instant ERS messages (notification of entry into the zone, notification of exit from the zone, notification of arrival in port) to Côte d'Ivoire's FMC promptly and automatically. Other ERS messages from the vessel shall be automatically transmitted once a day.

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

– data shall be transmitted via the Data Exchange Highway (DEH) in EU-ERS (v 3.1) format[3];

– notifications of transhipments shall be made by email to the competent Côte d'Ivoire authority;

– only instant messages ('notification of entry into the zone' – COE, 'notification of exit from the zone' – COX, 'notification of arrival in port' – PNO) shall be transmitted automatically and without delay. Other types of messages shall be made available by means of an automatic request by Côte d'Ivoire's FMC.

4. Once the new UN/FLUX format and transmission via the FLUX Transportation Layer have been effectively implemented:

– the practice of making messages available upon request shall concern only specific requests for historical data;

– ERS data shall be transmitted in accordance with the format and processes set out in the implementation document available on the European Commission's website.

[3] Technical documentation can be found on the Europa.eu website: https://circabc.europa.eu/faces/jsp/extension/wai/navigation/container.jsp.

5. Côte d'Ivoire's FMC shall confirm receipt of instant ERS data sent to it by means of a return message acknowledging receipt and confirming the validity of the message received. For ERS data exchanged via the DEH, no acknowledgement of receipt shall be provided for data that Côte d'Ivoire's FMC receives in response to a request it has submitted itself.

6. Where a defect occurs in the transmission between the vessel and the flag State's FMC, the flag State's FMC shall promptly notify the master or operator of the vessel or their representative(s). On receipt of this notification, the master of the vessel shall transmit the missing data to the competent authorities of the flag State by any appropriate means of telecommunication every day by 24:00 at the latest.

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

Appendix 6 Processing of personal data

1. Definitions and scope

(a) Definitions

For the purposes of this Appendix, the definitions set out in Article 1 of the Agreement and Article 1 of this Protocol 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 are disclosed;

'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.

(b) Scope

The data subjects under this Protocol are, in particular, natural persons who own Union vessels, their representatives, 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 representative, such as name, nationality, business contact details and business bank account;

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

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

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

(c) Responsible authorities

The authorities responsible for processing the data are the European Commission and the authority of the flag Member State for the Union, and the Telecommunications Regulatory Authority of Côte d'Ivoire (ARTCI).

2. Personal data protection safeguards

(a) 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 for the control and monitoring of the activities of Union vessels. The Parties shall exchange personal data under this Protocol only for the specific purposes set out in the Protocol.

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

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

(b) Accuracy

The Parties shall ensure that personal data transferred under this Protocol are 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 are inaccurate, it shall inform the other Party without delay and shall correct and update the personal data as necessary.

(c) Storage limitation

Personal data shall not be kept for longer than is necessary for the purpose for which they were exchanged, up to a maximum of one year after expiry of this Protocol, unless the personal data are 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 are kept for longer, they shall be anonymised.

(d) Security and confidentiality

Personal data shall be processed in such a way as to ensure that they are appropriately 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 in a timely manner as necessary for each 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 or organisational measures to ensure that processing is compliant with the provisions of this Protocol.

(e) Rectification or erasure

The Parties shall ensure that the transferring and receiving authorities take all reasonable steps to ensure that personal data are, as appropriate, rectified or erased without delay if the processing is not compliant with the provisions of this Protocol, in particular because the data

are not adequate, relevant or accurate or because they are excessive in relation to the purpose of the processing.

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

(f) 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 are 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 transferred onward, 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.

(g) 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 they are being transferred onward and to erase them as soon as processing is no longer necessary for that purpose.

3. Data subject rights

(a) Access to personal data

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

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

– provide information on the purpose of the processing, categories 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.

(b) 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 are incomplete, inaccurate or obsolete.

(c) Deletion of personal data

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

– erase any personal data relating to the data subject that have 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 are no longer necessary for the purposes for which they were 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.

(d) Procedures

The receiving authority shall respond in a timely manner, within a reasonable time frame and in any event within one 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.

(e) 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

(a) Independent supervision

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

(b) 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.

For Côte d'Ivoire, the ARTCI shall be the 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.

(c) 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 15 and this Appendix, or who believes that their personal data have 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 ARTCI, in the case of Côte d'Ivoire. 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 the Ivorian courts in the case of Côte d'Ivoire.

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

(d) Exchange of information

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

5. Revision

The Parties shall notify each other of any changes to their legislation that have a bearing on personal data processing. Each Party shall periodically review its policies and procedures implementing Article 15 and this Appendix and their effectiveness 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 15 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 Appendix in the Joint Committee.

6. Suspension of transfer

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

ANNEX II

Procedure for the approval of amendments to the Protocol to be adopted by the Joint Committee

Where the Joint Committee is asked to adopt amendments to the Protocol under Article 16(2) of the Protocol on the implementation of the Fisheries Partnership Agreement between the European Union and the Republic of Côte d'Ivoire, the Commission is authorised to approve the proposed amendments on behalf of the Union, under the following conditions:

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

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

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

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

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

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

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

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

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

As regards other matters which do not concern amendments to the Protocol under Article 16(2) of the Protocol on the implementation of the Fisheries Partnership Agreement between the European Union and the Republic of Côte d'Ivoire, the position to be adopted by the Union within the Joint Committee shall be determined in accordance with the Treaties and established working practices.