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PROPOSAL

From:	Secretary-General of the European Commission, signed by Mr Jordi AYET PUIGARNAU, Director
date of receipt:	12 March 2019
To:	Mr Jeppe TRANHOLM-MIKKELSEN, Secretary-General of the Council of the European Union
No. Cion doc.:	COM(2019) 135 final - ANNEXES
Subject:	ANNEXES to the Proposal for a Council Decision on the conclusion of a Sustainable Fisheries Partnership Agreement between the European Union and the Republic of The Gambia and the Implementation Protocol thereto

Delegations will find attached document COM(2019) 135 final - ANNEXES.

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Brussels, 12.3.2019
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ANNEXES 1 to 2

ANNEXES

to the Proposal for a

Council Decision

on the conclusion of a Sustainable Fisheries Partnership Agreement between the European Union and the Republic of The Gambia and the Implementation Protocol thereto

ANNEX I

SUSTAINABLE FISHERIES PARTNERSHIP AGREEMENT

between the European Union and the Republic of The Gambia

THE EUROPEAN UNION, hereinafter referred to as "the Union", and

THE REPUBLIC OF THE GAMBIA, hereinafter referred to as "The Gambia",

both hereinafter referred to as "the Parties",

CONSIDERING the close working relationship between the Union and The Gambia, particularly in the context of the Cotonou Agreement, and their mutual desire to intensify that relationship,

HAVING REGARD TO the United Nations Convention on the Law of the Sea of 10 December 1982 (UNCLOS) and the Agreement on the Conservation and Management of Straddling Fish Stocks and Highly Migratory Fish Stocks of 1995,

DETERMINED to apply the decisions and recommendations taken by the International Commission for the Conservation of Atlantic Tunas (ICCAT) and other relevant regional organisations.

AWARE of the importance of the principles established by the Code of Conduct for Responsible Fisheries adopted at the Food and Agriculture Organisation (FAO) Conference in 1995,

DETERMINED to cooperate, in their mutual interest, in promoting the introduction of responsible fisheries to ensure the long-term conservation and sustainable exploitation of marine biological resources,

CONVINCED that such cooperation must take the form of initiatives and measures which, whether taken jointly or separately, are complementary and ensure consistent policies and synergy of effort,

INTENDING, to these ends, to commence a dialogue on the sectoral fisheries policy of the Government of The Gambia and to identify the appropriate means of ensuring that this policy is effectively implemented and that economic operators and civil society are involved in the process,

DESIROUS of establishing terms and conditions governing the fishing activities of Union fishing vessels in Gambian waters and Union support for developing sustainable fishing in that zone,

DESIROUS of establishing an agreement of mutual benefit to the Union and The Gambia,

RESOLVED to promote closer economic cooperation in the fishing industry and related activities between both Parties,

HEREBY AGREE AS FOLLOWS:

Article 1

Definitions

For the purposes of this Agreement:

(a) "The Gambian authorities" means the Ministry in charge of fisheries in The Republic of The Gambia;

(b) "Union authorities" means the European Commission;

(c) "fishing activity" means searching for fish, shooting, setting, towing, hauling of a fishing gear, taking catch on board, processing on board, transferring, caging, fattening and landing of fish and fishery products;

(d) "fishing vessel" means any vessel equipped for commercial exploitation of marine biological resources;

(e) "support vessel" means any Union vessel providing assistance to fishing vessels. Support vessels shall not be equipped for catching fish nor be used for transhipment operations;

(f) "Union vessel" means a fishing vessel flying the flag of a Member State of the Union and registered in the Union;

(g) "The Gambian fishing zone" means the part of the waters under the sovereignty or jurisdiction of The Gambia where The Gambia authorises Union vessels to engage in fishing activities;

(h) "Agreement" means the Agreement, the Protocol and the Annex and Appendices thereto;

(i) "sustainable fishing" means fishing in accordance with the objectives and principles enshrined in the Code of Conduct for Responsible Fisheries adopted at the 1995 Conference of the Food and Agriculture Organization of the United Nations (FAO).

Article 2

Scope

This Agreement establishes the principles, rules and procedures governing:

(a) the conditions under which Union vessels may engage in fishing activities in the Gambian fishing zone;

(b) economic, financial, technical and scientific cooperation in the fisheries sector with a view to promoting sustainable fishing in the Gambian fishing zones and the development of the Gambian fisheries and maritime sectors;

(c) cooperation on the management, control and surveillance measures in the Gambian fishing zone with a view to ensuring that the above rules and conditions are complied with, that the measures for the conservation of fish stocks and management of fishing activities are effective, in particular the fight against illegal, unreported and unregulated fishing;

(d) partnerships between operators aimed at developing economic activities in the fisheries sector and related activities, in the common interest.

Article 3

Principles and objectives for the implementation of this agreement

1. The Parties undertake to promote sustainable fisheries in the fishing zone on the basis of the principle of non-discrimination between the different fleets present in the fishing zone.

2. The Gambian authorities undertake not to give more favourable conditions than those accorded under this Agreement to other foreign fleets operating in the Gambian fishing zone which have the same characteristics and target the same species as those covered by this

Agreement and its implementing Protocol. These conditions refer to the conservation, development and management of resources, financial arrangements, fees and rights relating to the issuing of fishing authorisations. The authorities of The Gambia undertake to grant an appropriate share of the surplus of marine biological resources for the European fleet when relevant.

3. In the interest of transparency, The Gambia undertakes to make public and exchange information relating to any agreement authorising foreign vessels in its fishing zone and the resulting fishing effort, in particular the number of fishing authorisations issued and the catches reported.

4. The Parties agree that Union vessels shall fish only the surplus of the allowable catch referred to in Article 62(2) and (3) of UNCLOS and established in a clear and transparent manner on the basis of available and relevant scientific advice and relevant information exchanged between the Parties concerning the total fishing effort on the relevant stocks by all fleets operating in the fishing area.

5. With respect to straddling fish stocks or highly migratory fish stocks, the Parties shall comply with regional scientific assessments and conservation and management measures adopted by relevant regional fisheries management organisations.

6. The parties undertake to implement the Agreement in accordance with Article 9 of the Cotonou Partnership Agreement concerning essential elements regarding human rights, democratic principles and the rule of law, and fundamental element regarding good governance.

7. The Parties shall cooperate with a view to implementing a sectoral fisheries policy adopted by the Government of The Gambia and shall initiate a policy dialogue on the necessary reforms.

8. The Declaration of the International Labour Organisation (ILO) on fundamental principles and rights at work shall be fully applicable to ACP seamen signed on to Union vessels, in particular as regards the freedom of association and collective bargaining of workers and the elimination of discrimination in respect of employment and occupation.

9. The Parties shall consult one another prior to adopting any decision that may affect the activities of Union vessels under this Agreement.

Article 4

Access to The Gambian fishing zone

The Gambian authorities undertake to authorise Union vessels to engage in fishing activities in the fishing zone in accordance with this Agreement and applicable laws of The Gambia.

Article 5

Conditions for fishing and exclusivity clause

1. Union vessels may engage in fishing activities in the fishing zone covered by this Agreement only if they hold a fishing authorisation (defined as "licence" as per The Gambian legislation) issued under this Agreement. All fishing activities not covered by this Agreement are forbidden.

2. The authorities of the Republic of The Gambia shall issue fishing authorisations to Union vessels only under this Agreement. The issue of any fishing authorisation to Union vessels not covered by this Agreement, in particular in the form of a direct authorisation, is forbidden.

3. The procedure for obtaining a fishing authorisation for a vessel, the fees applicable and the method of payment to be used by the ship-owner shall be defined in the Protocol, its Annex and Appendices.

4. The Parties shall ensure the proper application of these conditions and arrangements through appropriate administrative cooperation between their competent authorities.

Article 6

Applicable law

1. The activities of Union vessels operating in the Gambian fishing zone shall be subject to the applicable laws and regulations of The Gambia, unless otherwise provided in the Agreement, Protocol and Annex. The Gambia shall provide the Union authorities with the applicable laws and regulations.

2. The Gambia shall undertake the appropriate steps required for the effective application of the fisheries monitoring, control and surveillance provisions in this Agreement. Union vessels shall cooperate with the Gambian authorities responsible for carrying out such monitoring, control and surveillance.

3. The Gambian authorities shall notify to the Union authorities any changes to existing legislation or new legislation with a potential impact on the activities of Union vessels. Such legislation shall be enforceable with respect to Union vessels from the 60th day following the day when the notification is received by the Union authorities from The Gambia.

4. The Union shall undertake the appropriate steps required to ensure that its vessels comply with this Agreement and the legislation governing fisheries in the waters under the sovereignty or jurisdiction of The Gambia.

5. The Union authorities shall notify without delay to the Gambian authorities any changes to Union legislation with a potential impact on the activities of Union vessels under this Agreement.

Article 7

Financial contribution

1. The Union shall grant The Gambia a financial contribution under this Agreement in order to:

(a) support part of the access costs of Union vessels to the Gambian fishing zone and fisheries resources, without prejudice to the access costs borne by the ship-owners;

(b) reinforce The Gambia's capacity to develop a sustainable fisheries policy through sectoral support.

2. The financial contribution for sectoral support shall be dissociated from the payments regarding access costs and shall be determined and conditioned by the achievements of the objectives of The Gambia's sectoral support in accordance with the Protocol and the annual and multiannual programming for its implementation.

3. The financial contribution granted by the Union shall be paid each year in accordance with the Protocol.

(a) The amount of the contribution referred to in paragraph 1(a) may be revised by the Joint Committee in respect of:

(i) a reduction in the fishing opportunities granted to Union vessels for the purposes of managing the stocks concerned, where this is considered necessary for the conservation and sustainable exploitation of resources on the basis of the best available scientific advice;

(ii) an increase in the fishing opportunities granted to Union vessels, where the best available scientific advice concurs that the state of resources so permits;

(b) The amount of the contribution referred to in paragraph 1(b) may be revised as a result of a reassessment of the terms of the financial contribution for implementing the sectoral fisheries policy of The Gambia, where this is warranted by the specific results of the annual and multiannual programming observed by both Parties;

(c) The contribution may be suspended as a result of:

(i) the application of Article 15 of this Agreement;

(ii) the application of Article 16 of this Agreement.

Article 8

Promoting cooperation among economic operators and civil society

1. The Parties shall encourage economic and technical cooperation in the fisheries sector and related sectors. They shall consult one another with a view to coordinating the different measures that might be taken to this end.

2. The Parties undertake to promote the exchange of information on fishing techniques, gear, preservation methods and the industrial processing of fisheries products.

3. The Parties shall endeavour, when appropriate, to create conditions favourable to the promotion of relations between their enterprises in the technical, economic and commercial spheres, by encouraging the establishment of an environment favourable to the development of business and investment.

4. The parties shall cooperate with a view to promote the landing of catches from Union vessels operating in The Gambia.

5. The Parties shall encourage the setting-up of joint enterprises in the field of fisheries and maritime economy.

Article 9

Joint Committee

1. A Joint Committee shall be set up composed of representatives of the Union and the Gambian authorities, responsible for the monitoring of the application of this Agreement. The Joint Committee may adopt modifications to the Protocol, annex and appendices.

2. The Joint Committee's functions shall consist in particular of:

(a) monitoring the performance, interpretation and application of this Agreement and, in particular, the definition of the annual and multiannual programming referred to in Article 7(2) and evaluation of its implementation;

(b) providing the necessary liaison for matters of mutual interest relating to fisheries, in particular statistical analysis of data on catches;

(c) acting as a forum for the amicable settlement of any disputes regarding the interpretation or application of the Agreement.

3. The decision-making function of the Joint Committee shall consist of approving modifications of the Protocol, annexes and appendices to this Agreement regarding:

(a) the review of fishing opportunities and, consequently, of the relevant financial contribution;

(b) the sectoral support procedures;

(c) the technical conditions and modalities under which Union vessels carry out their fishing activities.

4. The Joint Committee shall exercise its functions in accordance with the objectives of this Agreement and with the relevant rules adopted by ICCAT and other regional fisheries organisations, where relevant.

5. The Joint Committee shall meet at least once a year, alternately in The Gambia and in the Union, or as otherwise agreed by common accord, and shall be chaired by the Party hosting the meeting. It shall hold a special meeting at the request of either Party. Decisions shall be taken by consensus and shall be attached to the agreed minutes of the meeting.

Article 10

Cooperation in the area of combating illegal, unreported and unregulated (IUU) fishing

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

Article 11

Scientific cooperation

1. The Parties shall encourage scientific cooperation to regularly assess the status of fish stocks in The Gambia's waters in collaboration with regional and sub-regional scientific bodies.

2. The Parties undertake to consult one another, if necessary, in the framework of ICCAT and other relevant regional fisheries organisations to reinforce the management and conservation of marine biological resources in the Gambian fishing zone.

Article 12

Geographical area of application

This Agreement shall apply, on the one hand, to the territories in which the Treaty on the Functioning of the European Union applies, under the conditions laid down in that Treaty, and, on the other, to the territory of The Gambia.

Article 13

Duration and tacit renewal

This Agreement shall apply for 6 years from the date of the start of its provisional application. It shall be tacitly renewed, unless notice of termination is given in accordance with Article 16.

Article 14

Provisional application

The Agreement shall be provisionally applied as from the date of its signature by the Parties.

Article 15

Suspension

1. Application of this Agreement may be suspended at the initiative of either one of the Parties in one or more of the following cases:

(a) where circumstances, other than natural phenomena, arise which are beyond the reasonable control of one of the Parties and are such as to prevent fishing in the fishing zone;

(b) where a dispute arises between the Parties over the interpretation or implementation of this Agreement;

(c) where one of the Parties ascertains a breach of essential and fundamental elements on human rights as laid out by Article 9 of the Cotonou Partnership Agreement and following the procedure set out in Article 8 and 96 thereof.

2. Suspension of application of this Agreement shall be notified by the interested Party to the other Party in writing and shall take effect three months after receipt of notification. The reception of this notification shall open consultations between the Parties with a view to finding an amicable solution to their dispute within three months.

3. Where differences are not resolved amicably and suspension is implemented, the Parties shall continue to consult each other with a view to finding a settlement to their dispute. Once such settlement is reached, implementation of the Agreement shall resume and the amount of the financial contribution referred to in Article 7 shall, unless otherwise agreed, be reduced proportionately and pro rata temporis according to the period during which the implementation of the Agreement was suspended.

Article 16

Termination

1. This Agreement may be terminated by one of the Parties notably in the event of:

(a) where circumstances other than natural phenomena, beyond the reasonable control of one of the Parties, are such as to prevent fishing activities in the fishing zone;

(b) a degradation of the stocks concerned on the basis of best available independent and reliable scientific advice;

(c) a reduced level of exploitation of the fishing opportunities granted to Union vessels;

(d) violation of the commitments made by the Parties with regard to combating illegal, unreported and unregulated fishing.

2. Termination of the Agreement shall be notified in writing by the interested Party to the other Party and shall take effect six months after receipt of notification, except if the Parties decide by common accord to extend this period. The Parties shall enter into consultations from the moment of notification of termination with a view to finding an amicable settlement to their dispute within the six month period.

3. In the event of termination, payment of the amount of the financial contribution referred to in Article 7 for the year in which the termination takes effect shall be reduced proportionately and pro rata temporis.

Article 17

Repeal

The Agreement between the European Economic Community and the Government of the Republic of the Gambia on fishing off the Gambia, which entered into force on 2 June 1987, is hereby repealed.

Article 18

Entry into force

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

It shall enter into force when the Parties have notified each other of the completion of the necessary procedures.

PROTOCOL

Protocol on the implementation of the Sustainable Fisheries Partnership Agreement between the European Union and the Republic of The Gambia

Article 1

Definitions

For the purposes of this Protocol, the definitions laid down in Article 1 of the Agreement shall apply and supplemented as follows:

1. "Protocol" means this implementing protocol to the Sustainable Fisheries Partnership Agreement and the Annex and Appendices hereto;
2. "landing" means the unloading of any quantity of fisheries products from on board a fishing vessel to land;
3. "transhipment" means the unloading of all or some of the fisheries products on board a vessel to another vessel;
4. "observer" means any person authorised by a national authority, in accordance with the Annex, to observe the implementation of the rules applicable to a fishing activity, or to observe the activity for scientific purposes;
5. "fishing authorisation" means an administrative authorisation issued by the Department of Fisheries to the ship-owner against an annual or quarterly fee, entitling it to fish in the Gambian fishing zone during the period for which it was granted;
6. "operator" means a natural or legal person who operates or holds an undertaking carrying out activities related to any stage of the production, processing, marketing, distribution or retailing of fisheries and aquaculture products;
7. "highly migratory species" means species listed in Annex 1 to the 1982 United Nations Convention on the Law of the Sea, excluding species protected or prohibited by the International Commission for the Conservation of Atlantic Tunas (ICCAT);
8. "force majeure" means any sudden, unforeseeable and inevitable event which endangers or prevents the exercise of normal fishing activities in the Gambian fishing zone;

Article 2

Objective

The purpose of this Protocol is to implement the provisions of the Sustainable Fisheries Partnership Agreement, laying down in particular the conditions for access by Union vessels to the fishing zone defined in Article 1(g) thereof, and the implementing provisions of the Sustainable Fisheries Partnership Agreement.

Article 3

Fishing opportunities

1. The fishing opportunities granted to Union vessels shall be as follows:

- highly migratory species:

(a) 28 freezer tuna seiners

(b) 10 pole-and-lines

- deep-water demersal fish (as referred to in Appendix 2b of the Annex to the Protocol):

(c) 3 trawlers

2. Paragraph 1 shall apply subject to Articles 5 and 7 of this Protocol.

3. In accordance with Article 5 of the Agreement, Union vessels may engage in fishing activities in the Gambian fishing zone only if they are in possession of a fishing authorisation issued under this Protocol in accordance with the Annex.

Article 4

Financial contribution

1. For the period referred to in Article 12 of this Protocol, the total financial contribution paid by the Union shall be set at EUR 3.300.000. This financial contribution shall comprise EUR 550.000 per year under the financial contribution referred to in Article 7 of the Agreement, allocated as follows:

(a) an annual amount for access to the fisheries resources in the Gambian fishing zone of EUR 275.000 equivalent to a reference tonnage, for highly migratory species, of 3.300 tonnes per year, and

(b) specific annual amount for the support of the implementation of The Gambia's sectoral fisheries policy of EUR 275.000 per year.

In addition, the annual financial contribution paid by ship-owners shall be set at EUR 315.000, corresponding to the estimated annual amount of fees due by ship-owners in respect of fishing authorisations issued pursuant to Article 5 of the Agreement and in accordance with the arrangements laid down in Chapter II, section 2 of the Annex to this Protocol.

2. Paragraph 1 shall apply subject to Articles 5, 6, 7, 8 and 14 of this Protocol and Articles 15 and 16 of the Agreement.

3. The Gambia shall ensure that the activities of the Union fishing vessels in its fishing zones are monitored in order to ensure appropriate management of the reference tonnage set out in paragraph 1 (a) for highly migratory species and of the total admissible catch for demersal species indicated in the corresponding technical sheet annexed to this Protocol, taking into account the state of the stocks and any available surplus.

4. Both the EU and The Gambia shall ensure that catches made by Union fishing vessels are monitored on regular basis. In the case of demersal species, as soon as the catch level reaches 80 % of the total allowable catch, The Gambia shall notify the Union authorities. On receipt of this notification, the Union shall likewise inform the Member States thereof. Member States shall then act appropriately to ensure that catch levels of demersal species do not surpass the total allowable catch.

5. If the annual quantity of catches of highly migratory species by Union fishing vessels in the Gambian waters exceeds the annual reference tonnage indicated in paragraph 1 (a), the total amount of the annual financial contribution shall be increased by EUR 50 for each additional tonne caught.

6. However, the total annual amount paid by the Union shall not be more than twice the amount indicated in paragraph 1 (a). Where the quantities caught by Union fishing vessels exceed the quantities corresponding to twice the total annual amount, the amount due for the quantity exceeding that limit shall be paid the following year.

7. Payment of the financial contribution laid down in paragraph 1 (a) on access by Union vessels to the Gambian fishery resources shall be made by the Union no later than three (3) months after the start of the provisional application for the first year and, for the following years, no later than the anniversary date of the provisional application of this Protocol.

8. The financial contribution indicated in paragraph 1 (a) shall be paid into a The Gambia Public Treasury account. The financial contribution indicated in paragraph 1 (b), earmarked for sectoral support, shall be placed at the disposal of the Department of Fisheries in an open-deposit Public Treasury account. The Gambian authorities shall notify the European Commission of the relevant bank account numbers on an annual basis.

Article 5

Review of fishing opportunities and financial compensation

1. The Joint Committee may reassess and decide to review the fishing opportunities referred to in Article 3 insofar as the recommendations and resolutions adopted within the ICCAT and other regional scientific bodies indicate that such a review is compatible with the sustainable management of the fisheries resources covered by this Protocol. In this case, the financial contribution referred to in Article 4 (1) (a) shall be adjusted proportionately and pro rata temporis by decision of the Joint Committee. However, the total annual amount paid by the Union shall not be more than twice the figure indicated in Article 4 (1) (a).

2. The Joint Committee may, where necessary, examine and adapt the provisions governing the pursuit of fishing activities and the rules for implementing this Protocol and its Annex.

Article 6

Sectoral support

1. No later than three (3) months after the date of entry into force or the provisional application of this Protocol, the Joint Committee shall agree on a multiannual sectoral programme and detailed implementing rules covering, in particular:

(a) annual and multiannual guidelines for using the specific amount of the financial contribution referred to in Article 4 (1) (b);

(b) the objectives, both annual and multiannual, to be achieved, over time, with a view to developing responsible and sustainable fishing activities taking into account the priorities expressed by The Gambia in its national policies relating to or having an impact on the following areas:

i support and management measures for fisheries, aquaculture and artisanal fisheries;

ii sanitary and quality management with the view to develop export capacities;

iii fisheries monitoring, control and surveillance and fight against illegal, unreported and unregulated (IUU) fishing;

iv the development and strengthening of scientific capacity in the field of fisheries;

v measures to protect fragile ecosystems or ecosystems that have made a significant contribution to the health of stocks, such as the establishment and management of marine protected areas.

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

2. The use of the specific amount of the financial contribution referred to in Article 4 (1) (b) shall be based on the identification by the Joint Committee of the objectives to be achieved and the annual and multiannual programming to attain them.

3. Any proposed amendments to the multiannual sectoral programme shall be agreed on by the Joint Committee. Urgent changes to the annual sectoral programme required by the Gambian authorities may be done through the Joint Committee, including through exchange of letters.

4. The Gambian authorities shall report annually to the Joint Committee on progress made in the implementation of sectoral support.

5. Before the Protocol expires, The Gambian authorities shall submit a final report on the implementation of sectoral support under this Protocol.

6. The specific amount of the financial contribution referred to in Article 4 (1) (b) shall be paid in instalments. For the first year of the Protocol, the instalment shall be paid on the basis of the needs identified as part of the agreed programming. For the subsequent years of application, the instalments shall be paid on the basis of the needs identified as part of the agreed programming and on the basis of an analysis of the results achieved in the implementation of the sectoral support.

7. The Union reserves the right to revise and/or suspend, in part or in full, payment of the specific financial contribution provided for in Article 4 (1) (b) of this Protocol:

(a) If the results obtained are inconsistent with the programming, following an evaluation by the Joint Committee;

(b) In the event of failure to implement this financial contribution as determined by the Joint Committee.

8. Payment of the financial contribution shall resume after consultation between the parties and agreement by the Joint Committee when it is justified on the basis of the results of the implementation of the agreed programming referred to in paragraph 1. Nevertheless, the specific financial contribution provided for in Article 4 (1) (b) may not be paid out beyond a period of six (6) months after the Protocol expires.

9. The two Parties undertake to ensure the promotion and the visibility of the measures implemented with sectoral support.

Article 7

Scientific cooperation on responsible fishing

1. The Parties shall comply with the recommendations and resolutions of the International Commission for the Conservation of Atlantic Tunas (ICCAT) and take into account the scientific advice of other relevant regional organisations.

2. The Parties may convene a Joint Scientific meeting when required in order to examine all scientific issues relating to the implementation of this Protocol. This can be done in conjunction with other regional and sub-regional scientific bodies.

3. Based on the recommendations and resolutions taken within ICCAT and the best available scientific advice and, where appropriate, the conclusions of the joint scientific meeting, the Joint Committee may adopt a decision on measures to ensure sustainable management of the fisheries resources covered by this Protocol as far as the activities of Union vessels are concerned.

Article 8

Exploratory fisheries and new fishing opportunities

1. At the request of one of the Parties, the Joint Committee may consider the possibility of exploratory fishing campaigns in the Gambian fishing zone with a view to test the technical feasibility and economic viability of new fisheries not provided for in Article 3 of this Protocol. To this end, the Joint Committee shall determine on a case-by-case basis the species, the conditions and any other relevant parameters.
2. Taking into account best available scientific advice and on the basis of the results of the exploratory campaigns, if the Union becomes interested in new fishing opportunities, the Joint Committee shall convene to discuss and prescribe the conditions applicable to such new fishing activities.
3. Following authorisation by The Gambia for these new fishing activities, the Joint Committee shall make corresponding amendments to this Protocol and the Annex thereto.

Article 9

Cooperation between economic operators

The Parties shall, in accordance with the applicable legislation and regulations, work together in order to foster cooperation between economic operators in the following areas:

(a) development of fisheries-related activities, in particular fish processing, the manufacturing of fishing gear and materials and naval construction and repair;

(b) promoting the exchange of professional expertise and training of actors in the fishing sector;

(c) marketing and sale of fishery products;

(d) the blue economy including aquaculture.

The parties shall cooperate together in order to ensure a favourable business environment for the promotion of investments in the above areas.

Article 10

Electronic exchanges of data

1. The Gambia and the Union undertake to implement the necessary systems for the electronic exchange of all information and documents related to the implementation of the Agreement and this Protocol.
2. The electronic form of a document at any point shall be considered equivalent to the paper version.
3. Both Parties will immediately notify the other Party of any disruption of a computer system impeding such exchanges. In these circumstances, the information and documents related to

the implementation of the Agreement and this Protocol shall be replaced automatically by their paper version in the manner defined in the Annex.

Article 11

Confidentiality

1. The Parties undertake to ensure that all nominative data relating to Union fishing vessels and their fishing activities obtained under the Agreement, including data collected by observers, are processed in accordance with confidentiality and data protection principles.
2. The Parties shall ensure that only aggregated data relating to fishing activities in the fishing zone are made public.
3. Data which may be considered confidential shall be used by the competent authorities exclusively for the purposes of implementing the Agreement and for fisheries management, control and monitoring.
4. With regard to personal data transmitted by the Union, appropriate safeguards and legal remedies may be established by the Joint Committee in accordance with the General Data Protection Regulation.

Article 12

Duration

This Protocol and the Annex thereto shall apply for a period of 6 years from the date of its provisional application.

Article 13

Provisional application

The Protocol and the Annex and Appendices thereto shall be provisionally applied as from the date of its signature by the Parties.

Article 14

Suspension

The application of this Protocol may be suspended at the initiative of either one of the Parties under the conditions referred to in Article 15 of the Agreement.

Article 15

Termination

This Protocol may be terminated at the initiative of either one of the Parties under the conditions referred to in Article 16 of the Agreement.

Article 16

Entry into force

This Protocol shall enter into force when the Parties have notified each other of the completion of the necessary procedures.

ANNEX TO THE PROTOCOL

CONDITIONS GOVERNING FISHING ACTIVITIES BY UNION VESSELS IN THE GAMBIAN FISHING ZONE

CHAPTER I

GENERAL PROVISIONS

Designation of competent authority

1. For the purposes of this Annex and unless otherwise specified, any reference to the European Union (the "Union") or to The Gambia as a competent authority shall mean:

   - for the Union: the European Commission, where applicable via the Delegation of the European Union to The Gambia (EU Delegation);

   - for The Gambia: Ministry of Fisheries, Water Resources and National Assembly Matters of The Gambia (MoFWR&NAMs).

The Gambian fishing zone

2. The geographic coordinates of the Gambian fishing zone as defined in Article 1(g) of the Agreement.

3. The competent Gambian authorities shall notify the competent Union services, before the provisional application of the Protocol, of the geographical coordinates of the Gambian baseline, the Gambian fishing zone and zones closed to shipping and fishing.

4. The Gambia shall notify the vessel-owners of the coordinates of these zones when the fishing authorisation is issued.

5. The Gambia shall notify the Union, at least two (2) months before enforcement, of any changes to the zones closed to shipping and fishing.

Payments by vessel owners

6. Before provisional application of the Protocol, The Gambia shall notify the Union of the details of the Government bank account(s) into which the financial sums payable by Union vessels under the Agreement must be paid. The associated bank transfer costs shall be borne by the vessel owners.

Contacts

7. The contact details of the Gambian authorities are included in Appendix 6 to this Annex.

CHAPTER II

FISHING AUTHORISATIONS

Section 1

Application and issuing of fishing authorisations

Conditions for obtaining a fishing authorisation

1. Only eligible vessels may obtain an authorisation to fish in the Gambian fishing zone.

2. For a vessel to be eligible, neither the owner, the master nor the vessel itself must be prohibited from fishing in The Gambia. They must be in order vis-à-vis the Gambian authorities insofar as they must have fulfilled all prior obligations arising from their fishing activities in The Gambia under fisheries agreements concluded with the Union. The fishing

authorisations referred to in Article 5 of the Agreement shall be issued on condition that the vessel is entered in the EU register of fishing vessels and in accordance with the provisions of Regulation (EU) No 2403/2017 on the sustainable management of external fishing fleets. Vessels must also be included in the ICCAT record of vessels, and not on the IUU listing of ICCAT or any other Regional Fisheries Management Organisations.

Application for a fishing authorisation

3. The Union shall submit, by electronic means, to Department of Fisheries, with a copy to the EU Delegation to The Gambia, an application for any vessel wishing to fish under the Agreement at least fifteen (15) calendar days before the date of commencement of the period of validity requested.

4. Applications shall be submitted on a form drawn up in accordance with the specimen in Appendix 1 to this Annex and shall be accompanied by the following documents:

   (a) proof of payment of the advance fee for the period of validity of the requested fishing authorisation, which is non-refundable;

   (b) For each initial application under the Protocol, or following a technical change of the vessel concerned, a recent (12 months or less) digital colour photograph of the vessel of adequate resolution, showing a detailed lateral view of the vessel including the vessel's name and identification number visible on the hull;

5. The information provided in the application form referred to in point 4 will be used by the competent Gambian authorities to process and issue the annual seaworthiness certificate within the period referred to in point 3 above. The annual seaworthiness certificate should be issued before the issuing of the fishing authorisation by the Gambian competent authorities.

6. As part of their first application for a fishing authorisation under the Protocol, Union deep-sea demersal trawlers shall undergo a pre-authorisation inspection. The issuing of the first fishing authorisation shall be conditional on the successful completion of this inspection, which shall be carried out in designated ports in the sub-region agreed between the Union and The Gambia, subject to authorisation by the Port State concerned. Any inspections taking place outside of the Port of Banjul shall be done with all associated costs to be borne by the vessel-owner.

7. For the renewal of a fishing authorisation under the Protocol in force for a vessel whose technical specifications have not been modified, the renewal application shall be accompanied only by proof of payment of the fees which are non-refundable. In the event where the technical specifications have been modified, the application shall be re-submitted with all relevant documents as specified in point 4 prior to the issuing of the fishing authorisation.

Issuing of the fishing authorisation

8. The Gambia shall issue the fishing authorisations to vessel owners or inform the Union of its refusal within fifteen (15) calendar days of receipt of all the documents referred to in point 4 above. The original of the fishing authorisation shall be handed over to the local agent of the vessel owners or sent to vessel owners via the EU delegation

   At the same time, in order not to delay the possibility of fishing, a copy of the fishing authorisation shall be immediately transmitted electronically to the Union, for forwarding to the vessel owner, and to the EU Delegation to The Gambia for information. This copy may be used for a maximum period of sixty (60) calendar days after the issuing date of the fishing authorisation. During this period, the copy shall be considered equivalent to the original.

List of vessels authorised to fish

9. After the fishing authorisation is issued, The Gambia shall include immediately the Union vessel in the list of vessels which are authorised to fish in the Gambian fishing zone. This list shall be sent immediately to the Department of Fisheries (DoF), the Fisheries Monitoring Control and Surveillance Unit (FMCS) and the Ministry of Fisheries, Water Resources and National Assembly Matters of The Gambia (MoFWR&NAMs) and to the Union. The Gambia shall update regularly the list of vessels authorised to fish. The new list shall be sent without delay to the same authorities.

10. In the event the fishing authorisation is not issued within the timeframe specified in point 7 above, the vessel shall be included in the list on a provisional basis, unless there is clear evidence that it does not comply with the requirements of point 2 above. During this time, the vessel shall be authorised to fish.

Transfer of fishing authorisation

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

12. However, at the request of the Union and where force majeure is proven, in particular in the event of the loss or prolonged immobilisation of a vessel due to a serious technical failure, a fishing authorisation shall be replaced by a new authorisation for another vessel of the same fishing category as the vessel being replaced, subject to the submission of a new fishing authorisation application as required under point 4 above with no further fee due. In this case, the calculation of the catch levels to determine whether an additional payment should be made shall take account of the sum of the total catches of the two vessels. A transfer of a fishing authorisation at no cost shall also be possible at the request of the Union between two vessels under the same fishing category if the licenced vessel has not started any fishing operation in the Gambian fishing zone; the normal request procedure shall be followed in these cases.

13. The vessel owner or his agent shall return the cancelled fishing authorisation to The Gambia via the EU Delegation to The Gambia. The new fishing authorisation shall take effect on the day on which the cancelled authorisation is returned. The EU Delegation to The Gambia shall be informed of the transfer of the fishing authorisation.

14. The Gambia shall update the list of vessels authorised to fish and shall send it without delay to the Department of Fisheries (DoF), the Fisheries MCS unit (FMCS) and the Ministry of Fisheries, Water Resources and National Assembly Matters of The Gambia (MoFWR&NAMs) and to the Union.

Period of validity of the fishing authorisation

15. Fishing authorisations for tuna seiners and pole-and-line vessels shall be valid for an annual period. Fishing authorisations for ocean-going fish trawlers (deep-water demersal species) shall be valid for a quarterly period.

16. Fishing authorisations shall be renewable.

17. In order to establish the start of the period of validity of fishing authorisations,:

– ‘annual period’ shall mean: for the first year of application of the Protocol, the period between the date of its entry into force and 31 December of the same year; then, each complete calendar year; for the last year of application of the Protocol, the period between 1 January and the date of expiry of the Protocol.

– ‘quarterly period’ shall mean: at the start of application of the Protocol, the period between the date of its entry into force and the date of the start of the next quarter, a

quarter having to begin on 1 January, 1 April, 1 July or 1 October; then, each complete quarter; at the end of application of the Protocol, the period between the end of the last full quarter and the date of expiry of the Protocol.

Documents to be carried onboard

18. While the fishing vessel is in the Gambian fishing zone or in an agreed designated port in the sub-region, the following documents must be carried on board the vessel at all times:

(a) the fishing authorisation;

(b) the seaworthiness certificate of the vessel;

(c) the vessel registration certificate;

(d) the certificate of tonnage;

(e) the certificate of insurance;

(f) an illustration and detailed description of the fishing gears used.

(g) up-to-date certified drawings or descriptions of the lay out of the fishing vessels and in particular, the number of fish holds of the fishing vessels, with the storage capacity expressed in cubic meters;

(h) if any modification was made to the characteristics of the fishing vessel with respect to its length overall, its gross registered tonnage, the horsepower of its main engine or engines or its hold capacity, a certificate, certified by a competent authority of the flag state of the fishing vessel, describing the nature of such modification.

Section 2

Fishing authorisation conditions – Flat-rate fees and advance payments

1. Highly migratory species

(a) The fee payable for tuna seiners and pole-and-line vessels, is EUR 70 per tonne caught in the Gambian fishing zone.

(b) Fishing authorisations shall be issued once the following flat-rate fees have been paid to the competent national authorities:

i For tuna seiners: EUR 4.200 per vessel, equivalent to the price of the catches of 60 tonnes per year;

ii For pole-and-line vessels: EUR 1.400 per vessel, equivalent to the price of the catches of 20 tonnes per year;

(c) Where the final statement is greater than the anticipated flat-rate fee paid to obtain the fishing authorisation, the ship owner shall pay the outstanding balance based on the fee indicated in paragraph 19 (b) to The Gambia by the date indicated in paragraph 8, Section 1, Chapter IV of this annex. Where the final statement is less than the expected flat-rate fee, the remaining amount shall not be reclaimed by the ship owner.

2. Demersal species

The amount of the fee for demersal species is indicated in the technical sheet in Appendix 2b. Fishing authorisations shall be issued once the advance fees indicated in this sheet have been paid to the competent national authorities.

3. The advance fee shall include all national and local charges except for port taxes and service charges.

4. If the period of validity of the fishing authorisation is less than one year, in particular, because of a biological rest period, the flat-rate fee shall be adapted pro rata to the period of validity requested.

Section 3

Support vessels

1. The Gambia shall authorise Union vessels which are holders of a fishing authorisation to be assisted by support vessels. The support vessels shall fly the flag of an EU Member State, and shall not be equipped for catching fish or be used for transhipments.

2. The Gambia shall define its support activities and the conditions for obtaining authorisations and shall draw up a list of authorised support vessels and send it without delay to the national body for controlling fishing and to the Union.

3. The annual fee authorisation applicable to the support vessel is EUR 2.000 per vessel.

CHAPTER III

CONSERVATION TECHNICAL MEASURES

Conservation technical measures applicable to the vessels holding a fishing authorisation, relating to the fishing zone, fishing gear and additional catch, shall be defined for each fishing category in the technical sheets contained in Appendices 2a and 2b to this Annex.

The vessels shall comply with all the recommendations adopted by ICCAT (International Commission for the Conservation of Atlantic Tunas) and the provisions under the relevant Gambian legislation unless otherwise provided by the Agreement and its protocol.

The use of drifting fish aggregating devices (FADs) in the Gambian fishing zone shall be limited to artificial supports with non-entangling underwater hanging structures. The deployment and use of such artificial drifting FADs shall be subject to the adoption by the Union of a management plan in line with the provisions adopted by ICCAT.

Union vessels shall conduct all fishing activities in a manner which will not disrupt traditional, local-based fisheries, and shall release all turtles, marine mammals, seabirds and reef fish in a manner which will provide this miscellaneous catch with the greatest chance of survival.

Union vessels, its master and operator shall conduct all fishing operations in a manner, which will not disrupt the fishing activities of other fishing vessels and shall not interfere with the fishing gear of other fishing vessels.

CHAPTER IV

CONTROL, MONITORING AND SURVEILLANCE

Section 1

Recording of fishing activities in the fishing logbook-transmission to the FMCS of The Gambia.

1. The master shall record in a fishing logbook each day the estimated quantities of each species caught and retained on board or discarded at sea for each fishing operation. The recording of the estimated quantities of a species caught or discarded shall be made regardless of the weight involved.

2. In the event of presence in the Gambian fishing zone without fishing activity, the vessel's position at midday shall be recorded.

3. The automatic transmission of logbooks by electronic means to The Gambia (Electronic Reporting System - ERS) shall be carried out daily for any period during which the vessel is present in the fishing zone and in accordance with Appendix 5, even in the event of a zero catch.

4. The daily electronic transmission to The Gambia shall include at least the following elements:

   (a) the vessel identification numbers and the name of the fishing vessel;

   (b) the FAO alpha 3 code of each species and the geographical area where the catches were made;

   (c) the date and, where applicable, the time of the catches;

   (d) the date and time of departure from and arrival in the port, and the duration of the fishing trip;

   (e) type of equipment, technical specifications and dimensions;

   (f) the estimated quantities of each species in kilograms, expressed in live weight equivalent or, where applicable, in number of individuals;

   (g) estimated discards in volume in live weight equivalent;

   (h) the conversion factors used;

5. By way of derogation from point 3, in the event of a presence in the Gambian fishing zone of less than 24 hours without catches taken nor discarded, only the data of catches entering and leaving the zone shall be reported to the FMCS of The Gambia. The corresponding automatic messages are to be sent to the FMCS of The Gambia.

6. In the absence of a system for the automatic receipt of logbooks by electronic means in The Gambia, the manual transmission of logbooks shall be made by the vessel by electronic messaging, or by alternative means, to the FMCS of The Gambia, the FMC of the flag State and the European Commission, at the latest within 48 hours of return to port and in the format provided in Appendix 3. Coordinates for the transmission shall be provided by the Gambia and kept up to date. The Gambia shall ensure that its FMCS is in adequate conditions at any time to receive electronic copies of the logbooks.

7. Where the provisions concerning catch reporting are not complied with, The Gambia may suspend the fishing authorisation of the vessel concerned until the missing catch report is obtained and may penalise the vessel owner in accordance with the relevant provisions under the national legislation in force. If the offence is repeated, The Gambia may refuse to renew the fishing authorisation. The Gambia shall inform the Union immediately of any penalty applied in this context.

Catch declarations to The Gambia - payment of fees and contributions related to catches

8. Catches and discards quantities per vessel, aggregated over one month, shall be updated quarterly in the database maintained by the European Commission, or monthly, for species subject to a total allowable catch under the Protocol.

9. Updates shall ensure that data is cross-checked with landing, sale, inspection, scientific data or observation data and any other relevant information. Updates to the database required as a result of these verifications shall be carried out as soon as possible. Crosschecks shall use the

geographical coordinates of The Gambia's fishing zone as established in accordance with the Protocol.

10. In the case of on-board processing, the equivalent live weight shall be obtained by applying a conversion factor to the processed weight measurement as communicated upon request.

11. The European Union shall provide The Gambia, before the end of each quarter, with aggregated data for the previous quarters of the current year, indicating the quantities of catches per vessel, per month of catch, and per species, extracted from the database. These data shall be considered as provisional. The Gambia shall analyse them and report any major inconsistencies with the raw data it receives, in particular the declarations from paper logbooks or those provided by ERS. Parties shall conduct investigations and ensure to update the data as necessary.

12. The European Union shall provide before the 31st of March of each year, aggregated data indicating the quantities by vessel per month and per species of catches taken in the fishing zone of The Gambia during the previous calendar year.

13. A calculation of the fees due for each vessel shall be provided by the Union authorities to The Gambia and the flag State for guidance.

14. The Gambia shall have one month until the 30th of April to contest the data provided and provide an alternative statement of the catches of each vessel and the elements on which its challenge is based, such as inspection reports or observer data. The parties shall endeavour to settle discrepancies on the data within one month of the reply by The Gambia until 31st of May.

15. By the 15th of June at the latest, the statements based on the quantities extracted from the EU database shall be communicated to the ship-owners for payment of additional catches due within 45 days to the bank account dedicated to the payment of fishing authorisation fees. The Gambia shall monitor these payments and report to the Union any delays and incomplete payments.

16. In any case, the Parties may, subsequently or in the event of a persistent disagreement, amend the catch data for a given year on the basis of factual elements such as logbook data, data from observations made on vessels and during fishing trips or by scientific institutes. Such amendments[may be made until the 1st of September of the year following the year where the catches were made and shall in that case be communicated between the Parties without delay.

17. The data shall be approved by the Parties in the Joint Committee, possibly by exchange of letters, no later than the 31st of October of the year following the year in which the catches were made. Any corrections approved by the Joint Committee shall give rise to the additional payments required. The catches approved by the Joint Committee shall become official EU catches in The Gambia for the year concerned and shall be updated in the database maintained by the European Commission.

18. If the Joint Committee finds that additional payments are due by Union vessels, they shall be made within six months of this finding. Excess payments shall either be reimbursed by The Gambia or give rise to licence credits for a vessel of the flag State concerned.

19. Any updates made by the Joint Committee shall be taken into account for the payment by the Union of the additional catch tonnages above the reference tonnage for a full year, as provided for in Article 5 of the Protocol.

Section 2

Landing and transhipment[1]

Landing procedure [2]

1. The master of a Union vessel wishing to land catches from the Gambian fishing zone in a Gambian port shall notify The Gambia, at least forty-eight (48) hours before landing of the following:

   (a) the name and IRCS of the fishing vessel which is to land,

   (b) the port of landing,

   (c) the planned date and time of the landing,

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

   (e) the product presentation.

2. The landing operation must be carried out in the fishing zone of a Gambian port authorised for this purpose.

3. Non-compliance with the provisions regarding the landing procedure shall lead to the application of the relevant penalties provided for under the Gambian legislation.

Transhipment [3]

4. The master of a Union vessel wishing to tranship catches from the the Gambian fishing zone in a Gambian port shall notify The Gambia, at least forty-eight (48) hours before transhipment of the following:

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

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

   (c) the transhipment port;

   (d) the planned date and time of transhipment;

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

   (f) the product presentation.

5. The transhipment operation shall be carried out in a Gambian port authorised for this purpose in the presence of the Gambian inspectors. In order to avoid delays, in exceptional cases where the presence of a the Gambian inspector is not possible, the master shall be authorised to commence transhipment after expiration of the notice period given in accordance with point 4. Transhipment at sea is prohibited.

Section 3

Control and inspection

Entering and leaving the zone

1

2 ***For the communication of this procedure, the form in appendix 3 shall be used. From the date agreed between parties for the migration to ERS communications, the ERS shall then be used.***

3 ***For the communication of this procedure, the form in appendix 3 shall be used. From the date agreed between parties for the migration to ERS communications, the ERS shall then be used.***

1. The Gambia must be notified of any Union vessel holding a fishing authorisation which enters or exits the Gambian fishing zone at least four (4) hours before the entry or exit.

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

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

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

   (c) the product presentation.

3. Notification shall be given preferably by e-mail or, failing that, by fax or radio, to an e-mail address, a telephone number or a frequency communicated by The Gambia as specified in Appendix 6. The Gambia shall confirm receipt thereof immediately by return e-mail. The Gambia shall immediately inform the vessels concerned and the Union of any change to the e-mail address, telephone number or transmission frequency.

4. Any Union vessel found to be fishing in the Gambian fishing zone without having previously notified its presence shall be considered to be a vessel fishing illegally.

Inspection in port or at sea

5. The inspection in port or while at sea in the Gambian waters of Union vessels holding a fishing authorisation shall be carried out by vessels and inspectors of The Gambia who are clearly identified as being assigned to carry out fishing checks.

6. Before going on board, the authorised inspectors shall inform the Union vessel of their decision to carry out an inspection. The inspection shall be carried out by fisheries inspectors, who must provide proof of their identity and official position as an inspector before carrying out the inspection. The master of the vessel shall cooperate while the inspection procedure is being carried out.

7. The authorised inspectors shall only stay on board the Union vessel for the time necessary to carry out tasks linked to the inspection. They shall carry out the inspection in a way which minimises the impact on the vessel, its fishing activity, cargo or landing or transhipping activities.

8. The Gambia may authorise the Union to participate in the inspections as an observer.

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

10. The signature of the inspection report by the master shall be without prejudice to the vessel owner's right of defence in respect of an infringement. If the master refuses to sign that document, he or she shall specify the reasons for doing so in writing and the inspector shall write ‘refusal to sign’ on it. The authorised inspectors shall give a copy of the inspection report to the master of the Union vessel before leaving the vessel. In the case of an infringement, a copy of the notification of the infringement shall also be transmitted to the Union within eight (8) calendar days of the inspection.

Participatory monitoring in the fight against IUU fishing

11. In order to strengthen the fight against IUU fishing, masters of Union fishing vessels shall report the presence of any vessels in the Gambian fishing zone engaged in activities which may constitute IUU fishing, seeking for as much information as possible about what has been

sighted. Sighting reports shall be sent without delay to the Department of Fisheries (DoF), the Fisheries MCS unit (FMCS) and the Ministry of Fisheries, Water Resources and National Assembly Matters of The Gambia (MoFWR&NAMs) and the competent authority of the Member State of the sighting vessel, which shall immediately transmit them to the Union or to the body designated by it.

12. The Gambia shall send the Union any sighting reports it has on fishing vessels engaged in activities which may constitute IUU fishing in the Gambian fishing zone.

Section 4

Satellite-based Vessel Monitoring System (VMS)

Vessel position messages – VMS system

1. Whilst they are in the Gambian fishing zone, Union vessels holding a fishing authorisation must be equipped at all times with a satellite monitoring system (Vessel Monitoring System – VMS) to enable automatic and continuous communication of their position, every two hours, to the fishing control centre (Fisheries Monitoring Centre – FMC) of their flag State.

2. Each position message must contain:

   (a) the vessel identification;

   (b) the most recent geographical position of the vessel (longitude, latitude), with a position error of less than 100 metres, and with a confidence interval of 99 %;

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

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

3. Each position message must be configured in accordance with the format included in Appendix 4 to this Annex.

4. The first position recorded after entry into the Gambian fishing zone shall be identified by the code 'ENT'. All subsequent positions shall be identified by the code 'POS', with the exception of the first position recorded after exit from the Gambian fishing zone, which shall be identified by the code 'EXI'.

5. The FMC of the flag State shall ensure the automatic processing and, if necessary, the electronic transmission of the position messages. The position messages shall be recorded in a secure manner and kept for a period of three years.

Transmission by the vessel in the event of breakdown of the VMS

6. The master shall ensure at all times that the VMS of his vessel is fully operational and that the position messages are correctly transmitted to the FMC of the flag State.

7. In the event of breakdown, the VMS of the vessel shall be repaired or replaced within 10 days. After that period, the vessel shall no longer be authorised to fish in the Gambian fishing zone.

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

Secure communication of the position messages to The Gambia

9. The FMC of the flag State shall automatically send the position messages of the vessels concerned to the FMCS of The Gambia. The FMCs of the flag State and The Gambia shall

exchange their contact e-mail addresses and inform each other without delay of any change to those addresses.

10. The transmission of position messages between the FMCs of the flag State and The Gambia shall be carried out electronically using a secure communication system.

11. The FMCS of The Gambia shall inform the FMC of the flag State and the Union of any interruption in the reception of consecutive position messages from a vessel holding a fishing authorisation, where the vessel concerned has not notified its exit from the zone.

Malfunction of the communication system

12. The Gambia shall ensure the compatibility of its electronic equipment with that of the FMC of the flag State and inform the Union immediately of any malfunction as regards the communication and reception of position messages with a view to finding a technical solution as soon as possible. The Joint Committee shall deal with any possible dispute arising.

13. The master shall be considered responsible for any proven tampering with a vessel's VMS aimed at disturbing its operation or falsifying its position messages. Any infringements shall be subject to the penalties provided for by the Gambian legislation in force.

Revision of the frequency of position messages

14. On the basis of documentary evidence proving an infringement, The Gambia may ask the FMC of the flag State, copying in the Union, to reduce the interval for sending position messages from a vessel to every thirty minutes for a set period of investigation. This documentary evidence must be sent without delay by The Gambia to the FMC of the flag State and to the Union. The FMC of the flag State shall immediately send the position messages to The Gambia at the new frequency.

15. At the end of the set investigation period, The Gambia shall immediately inform the FMC of the flag State and the Union and subsequently inform them of any follow-up.

Section 5

Observers

Observation of fishing activities

1. Vessels holding a fishing authorisation shall be subject to a scheme for observing their fishing activities carried out within the framework of the Agreement.

2. This observation scheme shall conform to the recommendations adopted by ICCAT (International Commission for the Conservation of Atlantic Tunas).

3. Until such time as the new ICCAT Regional Observer Programme becomes operational, the following provisions on observers shall apply.

Designated vessels and observers

4. For Union deep-sea demersal trawlers it is compulsory to have an observer on board. The DoF shall designate the observer assigned to the Union deep-sea demersal trawlers at the latest fifteen (15) calendar days before the date provided for the embarkation of the observer.

5. The time spent on board Union deep-sea demersal trawlers by observers shall not exceed three months. The observers shall not spend more time on board the vessel than is necessary to carry out their duties.

6. For Union tuna vessels, The DoF may designate the vessels which must allow an observer to embark and the observer assigned to them at the latest fifteen (15) calendar days before the

date provided for the embarkation of the observer. A maximum of 15% of authorised Union tuna vessels shall have an observer on board.

7. The DoF shall endeavour not to designate observers for Union tuna vessels which already have an observer on board, or which are already formally obliged to allow an observer to embark during the fishing season in question as part of their activities in fishing zones other than the Gambian fishing zone.

8. The time spent on board Union tuna vessels by observers shall be one fishing trip or, at the express request of the vessel-owner, more than one fishing trip for a particular vessel. The observers shall not spend more time on board the vessel than is necessary to carry out their duties.

9. When the fishing authorisation is issued, the DoF shall inform the Union and the vessel owner, or his agent, of the designated vessels and the observers which will be present on board each vessel. The time and port of embarkation, which may be a non-Gambian port, shall be chosen by the vessel-owner. The DoF shall immediately inform the Union and the vessel owner or his agent of any change in the designated vessels and observers.

Flat-rate financial contribution

10. At the time the annual advance fee is paid, owners of freezer tuna seiners and pole-and-lines vessels shall pay The Gambia a flat-rate sum of EUR 300 per year for each vessel.

11. At the time the quarterly flat-rate fee is paid, owners of deep-sea demersal trawlers shall also pay The Gambia a flat-rate sum of EUR 75 per vessel for the proper functioning of the observer programme.

Observer's salary

12. The salary and social contributions of the observer shall be borne by The Gambia.

Embarkation conditions

13. The embarkation conditions for the observer, in particular the duration of presence on board, shall be defined by mutual agreement between the vessel owner or his agent and the DoF.

14. Observers shall be treated on board as officers. However, receiving the observer on board shall take into account the technical structure of the vessel.

15. The vessel owner shall bear the costs of providing accommodation and food for the observer on board, including access to washing and toilet facilities, of a quality at least as good as that supplied to officers on the fishing vessel.

16. The master shall take all the measures for which he is responsible to guarantee the physical safety and general wellbeing of the observer.

17. The master shall ensure that the observer has access to the facilities, gear and equipment on board the vessel which the observer needs to carry out his duties, including:

    (a) the bridge and the communications and navigation equipment of the vessel;

    (b) the documents and records, including all logbooks of the vessel, whether required to be carried and maintained under The Gambia Fisheries Regulation or otherwise for purposes of record inspection and copying;

18. The master shall permit the observer at all times to:

    (a) receive and transmit messages and communicate with the shore and other vessels by means of the vessel's communications equipment;

(b) take, measure, remove from the vessel and retain samples or whole specimens of any fish;

(c) store samples and whole specimens on the vessel, including samples and whole specimens held in the vessel's freezing facilities;

(d) take photographs of the fishing activities, including fish, gear, equipment, documents, charts and records, and remove from the vessel such photographs or film as the observer may have taken or used on board the vessel.

19. Whilst they are on board observers shall:

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

(b) respect on-board property and equipment;

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

Embarkation and landing of observers

20. The vessel owner or his agent shall notify The Gambia, with a notice period of ten (10) calendar days before the embarkation, of the date, time and port of embarkation of the observer. If the observer is embarked in a foreign country, their travel costs to the port of embarkation shall be borne by the vessel owner.

21. If the observer does not arrive to embark within twelve (12) hours of the date and time set, the vessel owner shall be automatically discharged from his obligation to allow the observer to embark. The vessel shall be free to leave the port and start fishing operations.

22. Where the observer is not disembarked in a Gambian port, the vessel owner shall bear the costs of repatriation of the observer to The Gambia as soon as possible.

23. If the vessel does not arrive at the agreed time at the previously agreed port to receive an observer, the ship-owner shall pay the costs at a daily subsistence rate of EUR 80 for the number of days relating to the observer's inability to board while waiting at the port (accommodation, food, etc.).

24. If the vessel fails to appear, without having provided the DoF and the FMCS with prior notification, The Gambia may take appropriate action in accordance with the applicable the Gambian legislation.

Observer's duties

25. The observer shall carry out the following duties:

(a) observe the fishing activities of the vessel;

(b) the species, quantity, size and condition of fish taken;

(c) the methods by which, the areas in which, and the depths at which, fish are taken;

(d) the effects of fishing methods on fish, and the environment;

(e) processing, transportation, transhipment, storage, or disposal of any fish;

(f) verify the position of the vessel during fisheries operations;

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

(h) note the fishing gear used;

(i) verify the catch data for the Gambian fishing zone recorded in the logbook;

(j) verify the percentages of by-catch and estimate the discarded catch;

(k) communicate observations by radio, fax or e-mail at least once a week while the vessel is fishing in the Gambian fishing zone, including the quantity of catch and by-catch on board.

Observer's report

26. Before leaving the vessel, the observer shall submit a summary report of his observations to the master of the vessel, the content of which shall be agreed on by the Joint Committee. The master of the vessel shall have the right to make comments in the observer's report. The report shall be signed by the observer and the master. The master shall receive a copy of the observer's report.

27. The observer shall send his report to the DOF, which shall send a copy of it to the Union within fifteen (15) calendar days of the observer's disembarkation.

28. The information contained in the observer report may be used for both science and compliance analysis by the competent Gambian and Union authorities.

Section 6

Infringements

Handling of infringements

1. Any infringement committed by a Union vessel holding a fishing authorisation in accordance with the provisions of this Annex must be referred to in an infringement or inspection report produced by the competent Gambian authority. The notification of the infringement and the relevant applicable sanctions served on the master or the fishing company shall be sent directly to the vessel-owner following the procedure set in the applicable the Gambian legislation. A copy of the notification shall be sent to the flag state of the vessel and to the Union within 24 hours.

2. The signature of the inspection report by the master shall be without prejudice to the vessel owner's right of defence in respect of an infringement. The master of the vessel shall cooperate while the inspection procedure is being carried out.

Detention of a vessel – Information meeting

3. Where permitted under the Gambian legislation in force regarding the infringement, any Union vessel having committed an infringement may be forced to cease its fishing activity and, where the vessel is at sea, to return to a Gambian port.

4. The Gambia shall notify the Union within twenty-four (24) hours of any detention of a Union vessel holding a fishing authorisation. That notification shall include documentary evidence supporting the detention of the vessel.

5. Before taking any measure against the vessel, the master, the crew or the cargo, with the exception of measures aimed at protecting evidence, The Gambia shall organise, at the request of the Union, within one working day of notification of the detention of the vessel, an information meeting to clarify the facts which have led to the vessel being detained and to explain what further action may be taken. A representative of the flag State of the vessel may attend that information meeting.

Penalties for infringements - Compromise procedure

6. The penalty for the infringement shall be set by The Gambia according to the provisions of the national legislation in force.

7. In the event that the ship owner does not accept the fines, and provided that the infringement does not involve a criminal act, a compromise procedure shall be undertaken between the Gambian authorities and the EU vessel to settle the issue amicably prior to launching the legal proceedings. A representative of the flag State of the vessel and of the Union may participate in that compromise procedure. The compromise procedure shall finish at the latest three (3) calendar days after the notification of the detention of the vessel.

Legal proceedings – Bank security

8. If the compromise procedure fails and the infringement is brought before the competent court, the owner of the vessel which committed the infringement shall deposit a bank security at a bank designated by The Gambia, the amount of which, as shall be set by The Gambia, shall cover the costs linked to the detention of the vessel, the estimated fine and any compensation. The bank security may not be recovered until the legal proceedings have been concluded.

9. The bank security shall be released and returned to the vessel owner without delay after the judgment has been delivered:

   (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.

10. The Gambia shall inform the Union of the outcome of the legal proceedings within eight (8) calendar days of the judgment being delivered.

Release of the vessel and the crew

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

CHAPTER V

Signing-on of seamen

1. Owners of fishing vessels shall employ ACP nationals, subject to the following conditions and limits:

   - for the fleet of tuna seiners, at least 20 % of the seamen signed on during the tuna-fishing season in the fishing zone of The Gambia shall be from The Gambia or alternatively from an ACP country;

   - for the fleet of pole-and-lines, at least 20 % of the seamen signed on during the tuna-fishing season in the fishing zone of The Gambia shall be from The Gambia or alternatively from an ACP country.

   - for the fleet of deep-sea demersal trawlers, at least 20 % of the seamen signed on during the fishing season in the fishing zone of The Gambia shall be from The Gambia.

2. Vessel owners shall endeavour to sign on qualified Gambian seamen. The vessel-owner shall be free to select the seamen they take on board their vessels from the names on the list submitted by the DoF to the Union.

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

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

5. The wages of the seamen from the ACP countries shall be paid by the vessel owners. They shall be fixed, before fishing authorisations are issued, by mutual agreement among the vessel owners or their representatives and the seamen and/or their trade unions or representatives. However, the wage conditions granted to the seamen shall not be lower than those applied to their respective countries and shall under no circumstances be below ILO standards.

6. All seamen employed aboard Union vessels shall report to the master of the vessel designated on the day before their proposed embarkation date. Where a seaman fails to report at the date and time agreed for embarkation, vessel owners shall be automatically absolved of their obligation to take the seaman on board.

7. Where the Gambian seaman is not disembarked in a Gambian port, the vessel owner shall bear the costs of repatriation of the seamen to The Gambia as soon as possible.

8. If the vessel does not arrive at the agreed time at a previously agreed port to receive Gambian seaman, the ship-owner shall pay the costs at a daily subsistence rate of EUR 80 for the number of days relating to the Gambian seaman's inability to board while waiting at the port (accommodation, food, etc.).

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

   (a) of the Union;

   (b) of an ACP country, distinguishing The Gambians from other ACP-nationals; and

   (c) of non-ACP and non-Union countries.

Appendices to this Annex

Appendix 1 – Fishing authorisation application form

Appendix 2 – Technical sheet

Appendix 3 – Fishing logbook

Appendix 4 – Format of VMS position message

Appendix 5 – Electronic reporting system (ERS)

Appendix 6 – Contact details of the Gambian authorities

Appendix 1

THE GAMBIA - EUROPEAN UNION FISHING AGREEMENT

FISHING AUTHORISATION APPLICATION FORM FOR FISHING AND SUPPORT VESSELS

I - APPLICANT

1. Name of vessel owner:
.....

2. Address of vessel owner:
.....

2. Name of the vessel owner's association or agent (if applicable):
.....

3. Address of the vessel owner's association or agent (if applicable):
.....

4. Telephone:.....Fax:.....E-mail:.....

5. Name of master: .....Nationality: ..... E-mail:.....

6. Name and address of agent resident in The Gambia:

.....

II – VESSEL AND IDENTIFICATION

1. Vessel name:
.....

2. Flag State:
.....

3. External registration number:
.....

4. Port of registry: ……..……. MMSI: ……..…….…….…… IMO Number:……..

5. Date on which current flag was acquired: ...../...../..... Previous flag, if any: .....

6. Year and place of construction: ...../...../..... in ..... Radio call sign: .....

7. Call frequency: ..... Satellite telephone number: .....

8. Hull construction material: ☐ Steel ☐ Wood ☐ Polyester ☐ Other

III - TECHNICAL CHARACTERISTICS AND EQUIPMENT

1. Overall length: ..... Width: .....

2. Tonnage (expressed in GT): ..... Net tonnage: ……

3. Power of main engine in kW: ..... Make: .....
Type: .....

4. Vessel Type: ☐ Tuna seiner ☐ Longliner ☐ Pole and line ☐ Support Vessel

5. Fishing gear types: .....

6. Fishing zones: ..... Target species:

7. Designated port for landing operations: .....

8. Crew complement: .....

9. Method of preservation on board: ☐ Cooling ☐ Refrigeration ☐ Mixed ☐ Freezing

10. Freezing capacity in tonnes/24 hours: ..... Hold capacity: ..... Number: .....

11. **VMS transponder:**

Manufacturer: .....Model: ..... Serial No.:.....

Software version: ..... Satellite operator:.....

12. Navigation and position fixing aids: ……..

IV – OTHER INFORMATION

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

Done at ....., ……/……/……

Name of applicant .....

Appendix 2a – Technical sheet for highly migratory species

Fishing zone:	
Beyond 12 nautical miles from the baseline, excluding zones closed to shipping and fishing.	
Authorised categories:	
Tuna purse seine vessels Pole-and-lines	
By-catch:	
Compliance with ICCAT and FAO recommendations.	
Fees and tonnage:	
Annual advance fee (including all national and local charges except port taxes and service charges) and tonnage covered:	- Tuna seiners: EUR 4.200 per year, for the duration of the Protocol corresponding to 60 tons - Pole-and-lines: EUR 1.400 per year, for the duration of the Protocol corresponding to 20 tons
Fee per additional tonne caught	Tuna seiners and pole-and-lines: - EUR 70 per tonne and per year
Number of vessels authorised to fish	28 tuna seiners 10 Pole-and-lines
Other:	
Support vessel authorisation fee: EUR 2.000 per vessel per year; Observer flat-rate financial contribution: EUR 300 per vessel per year;	

Appendix 2b – Technical sheet for deep-water demersal species

Fishing zone:	
Beyond 12 nautical miles from the baseline, excluding zones closed to shipping and fishing.	
Target species:	
Deep-water hake (Merluccius senegalensis and Merluccius polli)	
Authorised categories:	
Conventional demersal or hake trawl, minimum mesh size 70 mm. No methods or devices may be used to seek to obstruct the mesh of the nets or reduce their selective effect. However, in the interests of reducing wear or damage, protective aprons of netting or other material may be attached, but only to the underside of the codend of a bottom trawl. Such aprons must be attached only to the forward and lateral edges of the codend of the trawl. Protective devices may be used for the top of the trawl, but these must consist of a single section of net of the same material as the codend, with the mesh measuring at least 300 millimetres when stretched out. Doubling of the codend's netting yarn, whether single or multiple, is prohibited.	
By-catch[4]:	
15 % cephalopods, 7 % crustaceans, and 25 % other deep-water demersal fish. The above percentages of authorised by-catches shall be calculated at the end of each trip, in relation to the total catch weight, in accordance with Gambian regulations. The retention on board, transhipment, landing, storage and sale of all or some of the elasmobranches protected by the EU Plan of Action for the Conservation and Management of Sharks and by the Regional Fisheries Management Organisations and the competent Regional Fisheries Organisations, i.e. of the oceanic whitetip shark (Carcharhinus longimanus), silky shark (Carcharhinus falciformis), white shark (Carcharodon carcharias), basking shark (Cetorhinus maximus), porbeagle (Lamna nasus), bigeye thresher shark (Alopias superciliosus), angel shark (Squatina squatina), giant manta ray (Manta birostris) and hammerhead shark species (Sphyrnidae) are prohibited. Elasmobranch species not allowed on board, if accidentally caught, must not be injured. Specimens caught must be promptly released. The retention on board, transhipment, landing, storage and sale of pelagic species, among which *Trachurus spps, Sardina pilchardus, Scomber spps and Sardinella spp,* are prohibited.	
Fees and tonnage:	
Authorised catch volume:	750 tonnes per year
Fee:	EUR 75/tonne

[4] This provision shall be reviewed after one year of application

The fee shall be calculated at the end of each period of three months in which the vessel is authorised to fish, taking into account the catches made during that period. The licence shall be granted on advance payment of EUR 500 per vessel, to be deducted from the total amount of the fee. The advance payment shall be made at the beginning of each three-month period in which the vessel is authorised to fish. Observer flat-rate financial contribution: EUR 75 per vessel at the time the quarterly flat-rate fee is paid.	
Other:	
Number of vessels:	3 vessels
Type of vessels authorised to fish:	Ocean-going fish trawlers (deep-water demersal species)
Signing-on of seamen from The Gambia:	20 % of the crew
Biological rest period:	1 May to 30 June [5]
For Union deep-sea demersal trawlers it is compulsory to have an observer on board.	

[6]

[5] The biological rest period, like other technical conservation measures, shall be reviewed after the Protocol has been in force for one year and, should the Joint Scientific Working Group so recommend, may be adapted to take account of fish stocks.

[6]

Appendix 3

Highly-Migratory species: Fishing logbook – EU model (Annex VI to Regulation (EU) No 404/2011[7]

No .....

EUROPEAN UNION LOG-BOOK

Day Month Hour Year , 20– ,

Name of vessel(s) (1) _____

International Radio call sign (s) _____

External identification (2) _____ 1

(1) _____ 1

Name of master(s) (3) _____

Address(es) _____

1 _____

Departure (4) 1——1 1——1 1——1 from 1——1

Return (5) 1——1 1——1 1——1 to 1——1

Landing (6) 1——1 1——1 1——1 at 1——1

Gear (8) _____

1——1 1——1

Mesh size (9)

Dimension (10) _____ 1

In case of transhipment (7) Day 1——1

Month 1——1 1——1

Name and radio call sign (if any) _____

External identification _____

Nationality of recipient fishing vessel _____

Date (11)	Number of fishing operations (12)	Fishing time (13)	Position (14)			Catch by species kept on board in kilograms live weight or number of units (15)[2]												Give weight of unit in live weigh, of species concerned	Initials
			Statistical rectangle	ICES/ NAFO/ CECAF/ CFGM-zone	Non-Member States' fishing zone														

Estimated total discards (16)

	ICES/ NAFO/ CECAF/ CFGM-zone (22)	Non-Member States' fishing zone (22)	Landing/transhipment (*) declaration / (18) in kilograms or unit utilized: equals ..... Kilograms	Signature
Presentation of fish (17)				Master/Agent Π (20)
Quantities (19)				
Presentation of fish (17)				Agent's name and address (where applicable) (21)
Quantities (19)				
Presentation of fish (17)				Agent's name and address (where applicable) (21)
Quantities (19)				
Presentation of fish (17)				
Quantities (19)				

(*) Delete whichever does not apply. Comments: _

Appendix 4

[7] Annex X to Regulation (EU) No 404/2011 provides instructions to masters of EU vessels on how to complete a fishing logbook

COMMUNICATION OF VMS MESSAGES TO THE GAMBIA

POSITION REPORT

Data Element	Code	Mandatory or optional	Remarks
Start 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 – Message type (ENT, POS, EXI)
Radio call sign (IRCS)	RC	M	Vessel detail – Vessel international radio call sign (IRCS)
Contracting Party internal reference number	IR	O	Vessel detail – Unique contracting party number Alpha-3 code (ISO-3166) followed by number
External registration number	XR	M	Vessel detail – Number on side of vessel (ISO 8859.1)
Latitude	LT	M	Vessel position detail – Position in degrees and decimal degrees N/S DD.ddd (WGS84)
Longitude	LG	M	Vessel position detail – Position in degrees and decimal degrees E/W DD.ddd (WGS84)
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 record of UTC position (HHMM)
End record	ER	M	System detail indicating end of record

M = Mandatory data element

O = Optional data element

Each data transmission is structured as follows:

1) Characters used must comply with the ISO 8859.1 standard.

2) A double slash (//) and the characters 'SR' indicate the start of a message.

3) Each data element is identified by its code and separated from the other data elements by a double slash (//).

4) A single slash (/) separates the field code and the data.

5) The 'ER' code followed by a double slash (//) indicates the end of the message.

6) The optional data elements must be inserted between the start and the end of the message.

Appendix 5

Implementation of the electronic system for declaring fishing activities (ERS system); alternative arrangements.

1. Every Union fishing vessel licensed under this Protocol shall, when in the Gambian fishing zone, be equipped with a system capable of recording and transmitting electronic data relating to fishing activities. This system is hereinafter referred to as the "ERS system", and the data transmitted shall be referred to as the "ERS data".

2. A Union vessel which is not equipped with an ERS system, or whose ERS system is not functional, shall not be authorised to enter the Gambia fishing zone to carry out fishing activities.

3. The ERS data shall be transmitted by the vessel to its flag State, which shall receive and record it in a computerised database allowing it to be kept securely for at least 36 months.

4. The Gambia shall indicate the date from which its FMCS is equipped with a system capable of receiving ERS data from EU vessels, in the format described in the data register kept by the European Commission and the implementing arrangements. The Gambia shall indicate the date from which the system is able to receive, if necessary after the appropriate test phases, ERS data from flag States.

5. From that date, the flag State shall ensure that ERS data from activities in the fishing zone are accessible to The Gambia without delay at least 36 months after the date of those activities.

6. The data shall be made available and communicated electronically. To this end, the flag State and The Gambia shall ensure that their FMCs are equipped with the necessary hardware and software for the automated transmission of ERS data in the format detailed in paragraph 9.

7. Any change in this format shall be clearly indicated in the register of reference data, which shall also indicate the date on which the change will have taken effect. This shall take effect at the earliest 6 months after the notification of the change in the register of reference data. In the event of a change, the European Commission shall notify The Gambia. The Gambia shall notify the Commission of the planned date of update of its data reception system and shall set the trial period for its data reception system. At the end of this trial period, The Gambia and the Union shall determine in the Joint Committee or by exchange of letters the date of effective implementation of the new format. Within one month of this confirmation, all vessels will be required to comply with the new format for ERS transmission.

8. A transitional phase during which both automatic and manual transmission of paper journals are possible may be agreed between the parties. The flag Member State shall ensure that the FMCS of The Gambia receives data in one mode or another for each of its vessels.

9. The ERS data will be in UN/CEFACT format and shall use the FLUX TL transportation network made available by the European Commission.

10. In the case of manual transmission, the fishing logbook data shall be presented in an electronic format compatible with the software used by the FMC of the partner country, or in paper format, clearly indicating:

- the date, time and place of catch;

- information identifying the master, the vessel (name, flag, radio call sign, external identification, CFR number, IMO number), the fishing trip (departure and arrival dates);

- information on fishing activity: type of gear, number of fishing operations, position in the area and identification of the partner country's fishing zone (ISO alpha 3 code); catches by species retained on board or discarded at sea, in kg live weight equivalent (per FAO alpha 3 code);

- certification of the accuracy and completeness of the master's data, date and signature, electronic if applicable.

11. The partner country shall treat all data on the fishing activities of individual vessels in a confidential and secure manner.

FMC-to-FMC communications - ERS system malfunction on board the vessel or communication system

12. The competent authorities of the flag State and the FMCS of The Gambia shall inform each other without delay of any event likely to affect the transmission of ERS data from one or more vessels.

13. The flag State and The Gambia shall each designate an ERS correspondent, with respective contact details, to serve as contact points for matters related to the implementation of this Appendix. The flag State and The Gambia shall update this information regularly and without delay.

14. If The Gambia's FMCS does not receive the data required by a vessel, it shall promptly inform the flag State's FMC. The flag State's FMC, or its ERS correspondent, shall investigate the causes of the failure to receive ERS data as soon as possible and shall inform The Gambia of the result of the investigation.

15. Where the competent authorities of the flag State have not received the data to be transmitted under point 4, they shall notify the master or operator of the vessel, or their representative(s), without delay. On receipt of this notification, the master of the vessel shall transmit all missing data to the competent authorities of the flag State as soon as possible by any appropriate means of telecommunication. The flag State FMC shall enter these data into the electronic database it maintains in accordance with point 3, and make it immediately available to The Gambia in accordance with point 5.

16. In the event of a malfunction of the ERS system installed on board the vessel, the master or the ship operator shall ensure the repair or replacement of the ERS system within 10 days of the detection of the malfunction. After this period, the vessel is no longer authorised to fish in the Gambian fishing zone and must leave the zone or call at a partner country port within 24 hours. The vessel shall only be authorised to leave this port or return to the Gambian fishing zone after the FMC of its flag State has established that the ERS system is functioning properly again. All data not received shall be forwarded to the Gambian FMCS by the flag State FMC.

17. Until the ship's ERS system is functioning properly again and from the time when its malfunction has been detected, the master of the ship shall transmit, by any appropriate alternative means of telecommunication, the information to be transmitted pursuant to point 8 to the competent authorities of the flag State, on a daily basis, not later than 24 hours. The flag State's FMC shall enter these data into

the electronic database it maintains in accordance with point 3, with a view to making them immediately available to The Gambia.

18. If the lack of receipt of ERS data by The Gambia is due to a malfunction of the electronic systems under the control of the EU or The Gambia, the Party concerned shall promptly take any measure likely to resolve the malfunction as soon as possible. The other party shall be notified immediately of the resolution of the problem. The Gambia's FMCS shall be provided as soon as the problem is resolved with any missing data.

19. In the event that the malfunction concerns systems under the control of the EU and provided that the malfunction does not prevent the flag State from accessing the data, the flag State's FMC shall send to The Gambia's FMCS every 24 hours, by any available electronic means of communication, all ERS data received since the last transmission. The same procedure may be requested by The Gambia in the event of a maintenance operation lasting more than 24 hours that affects systems under the control of the EU. The Gambia shall inform its competent control services so that EU vessels are not considered to be in a situation of failure to transmit their ERS data.

20. On the date agreed by the Parties, the ERS messages transmitting catches on entry and catches on exit shall replace the notifications of entry into and exit from the fishing zone and the paper transmissions of fishing logbooks provided for in appendix 3 of the Annex to the Protocol.

Appendix 6

Contact details of the Gambian authorities

1. Ministry of Fisheries, Water Resources and National Assembly Matters of The Gambia:

Address: 7 Marina Parade, Banjul, The Gambia

E-mail: bamba.banja@yahoo.co.uk

Telephone: +2209922960/7722907/+2204227773

2. Fishing authorisation authority: Department of Fisheries

Address: 6 Marina Parade, Banjul, The Gambia

E-mail: darboefams@yahoo.com

Telephone: +2206313375/+2204201515

3. Fishing Control, Monitoring and Surveillance Unit:

Address: 6 Marina Parade, Banjul, The Gambia

E-mail: darboefams@yahoo.com

Telephone: +2206313375/+2204201515

Notification of entry and exit:

E-mail: bamba.banja@yahoo.co.uk / darboefams@yahoo.com

ANNEX II

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

(1) The Commission shall be authorised to negotiate with the Republic of The Gambia and, where appropriate and subject to compliance with point 3 of this Annex, approve on behalf of the Union the amendments to the Protocol in respect of the following issues:

(a) adjustment of the fishing opportunities and, as a consequence, of the financial contribution, as referred to in Articles 5 and 8 of the Protocol;

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

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

(2) Within the Joint Committee set up under the Partnership Agreement, the Union shall:

(a) act in accordance with the objectives of the Common Fisheries Policy;

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

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

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

(5) The Union position envisaged in the preparatory document shall be deemed to be agreed, unless a number of Member States equivalent to a blocking minority objects during a meeting of the Council's preparatory body or within 20 days from receipt of the preparatory document, whichever occurs earlier. In case of such objection, the matter shall be referred to the Council.

(6) If, in the course of further meetings, including on the spot, it is impossible to reach an agreement, the matter shall again be referred to the Council or its preparatory bodies, according to the procedure set out in point 4 and 5, in order for the Union position to take account of new elements.

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