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PROPOSAL

From:	Secretary-General of the European Commission, signed by Mr Jordi AYET PUIGARNAU, Director
date of receipt:	14 March 2019
To:	Mr Jeppe TRANHOLM-MIKKELSEN, Secretary-General of the Council of the European Union
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Subject:	ANNEX to the proposal for a COUNCIL DECISION on the signing, on behalf of the Union, and provisional application of the Protocol on the implementation of the Fisheries Partnership Agreement between the European Community and the Republic of Cap Verde (2019-2024)

Delegations will find attached document COM(2019) 129 final - ANNEX.

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ANNEX

ANNEX

to the

proposal for a COUNCIL DECISION

on the signing, on behalf of the Union, and provisional application of the Protocol on the implementation of the Fisheries Partnership Agreement between the European Community and the Republic of Cap Verde (2019-2024)

ANNEX

PROTOCOL ON THE IMPLEMENTATION OF THE FISHERIES PARTNERSHIP AGREEMENT BETWEEN THE EUROPEAN COMMUNITY AND THE REPUBLIC OF CAPE VERDE

(2019-2024)

Article 1

Principles

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

2. The Parties shall undertake to ensure that this Agreement is implemented in accordance with Article 9 of the Cotonou Agreement concerning essential elements regarding human rights, democratic principles and the rule of law, and fundamental elements regarding good governance, sustainable development and sound environmental management.

3. The Parties shall undertake to publish and exchange information on any agreement allowing foreign vessels to enter the Cabo Verdean fishing zone and on the resulting fishing effort, in particular the number of authorisations issued and the catches made.

4. Pursuant to Article 6 of the Agreement, vessels flying the flag of a Member State of the Union (hereinafter 'Union vessels') may engage in fishing activities in the Exclusive Economic Zone (EEZ) of the Republic of Cabo Verde only if they are in possession of a valid fishing authorisation issued by Cabo Verde under this Protocol.

5. The Cape Verdean authorities shall ensure that Cape Verde fishermen enjoy exclusive rights to the fishing zones below the limits laid down in this Protocol.

Article 2

Period of application

This Protocol and the Annex thereto shall apply for a period of five (5) years from the first day of provisional application pursuant to Article 15, unless notice of termination is given under Article 14.

Article 3

Fishing opportunities

1. The fishing opportunities granted to European Union vessels under Article 5 of the Fisheries Partnership Agreement shall be as follows:

– freezer tuna seiners: 28 vessels;

– pole-and-line tuna vessels: 14 vessels;

– surface longliners: 27 vessels.

These fishing opportunities target fishing for highly migratory species listed in Annex 1 to the 1982 United Nations Convention on the Law of the Sea, within the limits set in Appendix 2 to this Protocol and with the exception of species which are protected or prohibited within the framework of the International Commission for the Conservation of Atlantic Tunas (ICCAT) or other international conventions.

2. Paragraph 1 shall apply subject to the provisions of Articles 6 and 7.

Article 4

Financial contribution

1. The total value of the Protocol, for the period referred to in Article 2, is estimated at EUR 3 750 000.

2. The annual amount of the financial contribution referred to in Article 7 of the Agreement is EUR 750 000, broken down as follows:

(a) an annual amount as financial compensation for access to resources of EUR 400 000 per year, equivalent to a reference tonnage of 8 000 tonnes per year;

(b) A specific amount of EUR 350 000 per year to support the implementation of Cabo Verde's sectoral fisheries policy.

Furthermore, it is estimated that the fees payable by shipowners for the fishing authorisations issued under Articles 5 and 6 of the Agreement and according to the procedures set out in Chapter II, Section 2 of the Annex amount to EUR 600 000 per year.

3. Paragraph 1 shall apply subject to Articles 5, 6, 7, 10 and 14 of this Protocol and Articles 12 and 13 of the Agreement.

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

5. Payment of the financial contribution laid down in paragraph 2(a) and (b) shall be made no later than ninety (90) days after the date of provisional application of the Protocol the first year and no later than the anniversary date of the Protocol the following years. The Cabo Verdean authorities shall have full discretion regarding the use to which the financial contribution referred to in paragraph 2(a) is put.

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

Article 5

Sectoral support

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

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

(b) strengthening scientific knowledge of fisheries resources;

(c) support to coastal communities (fishing activities, training, employment, the safety of fishermen and economic development);

(d) strengthening international cooperation;

(e) supporting the blue economy and developing aquaculture.

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

(a) annual and multiannual guidelines for using the financial contribution referred to in Article 4(2)(b);

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

(c) the criteria and procedures used for evaluating the results obtained, on an annual basis.

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

4. Each year, Cabo Verde shall present to the Joint Committee a report setting out the progress of the projects implemented with the sectoral support. The report shall be examined by the Joint Committee, which will evaluate the results.

5. The sectoral support shall be paid in instalments according to the needs identified in the programming and the results obtained.

6. The Union may review or suspend, partially or totally, payment of the specific financial contribution provided for in Article 4(2)(b) in the event of failure to implement it or if the results obtained are inconsistent with the programming, following an evaluation carried out by the Joint Committee.

7. Payment of the financial contribution shall resume after consultation and agreement by both Parties when justified by the results of the implementation. Nevertheless, the specific financial contribution provided for in Article 4(2)(b) may not be paid out beyond a period of six months after the Protocol expires.

8. The Parties shall ensure the visibility of the actions financed by the sectoral support.

Article 6

Scientific cooperation to ensure responsible fishing

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

2. The Parties shall comply with the recommendations and resolutions of the ICCAT regarding the responsible management of fisheries.

3. In accordance with Article 4 of the Agreement, on the basis of the recommendations and resolutions adopted within the ICCAT and in the light of the best available scientific advice, the Parties may, by common agreement, convene a joint scientific meeting to review the status of the main species targeted by Union vessels, in particular pelagic sharks. The results of the scientific meeting shall be submitted to the Joint Committee, which, where appropriate, shall adopt additional measures to ensure the sustainable management of fisheries resources caught by Union vessels.

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

5. To this end, both Parties shall set up a mechanism for strict monitoring of this fishery in order to ensure sustainable exploitation of the resource. The monitoring mechanism shall, in particular, be based on a quarterly exchange of data on shark catches. If, in the course of a year, these catches exceed 30 % of the reference tonnage referred to in Article 4(2)(a), reinforced monitoring based on a monthly exchange of data and consultation between the Parties shall be set up. If, in the course of a year, such catches reach 40 % of the reference tonnage referred to above, the Joint Committee shall, where appropriate, adopt further management measures setting a more adequate framework for the longliner fleet's activities.

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

7. The Parties shall work together to strengthen the mechanisms for control, inspection and the combating of illegal, unreported and unregulated fishing in Cabo Verde.

Article 7

Review of fishing opportunities and technical measures by mutual agreement

1. The Joint Committee may review the fishing opportunities referred to in Article 3 and adjust them by mutual agreement insofar as ICCAT recommendations and resolutions confirm that the adjustment guarantees the sustainable management of the fish species covered by this Protocol. In this case, the financial contribution referred to in Article 4(2)(a) shall be adjusted proportionately and *pro rata temporis*

and the necessary amendments shall be made to this Protocol and to the Annex thereto.

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

Article 8

Promoting cooperation among economic operators

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

2. The Parties shall endeavour 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.

Article 9

Cooperation in the field of the blue economy

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

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

3. Both Parties shall cooperate in order to raise European private operators' awareness of commercial and industrial opportunities in the Cabo Verdean fishing sector and maritime economy.

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

Article 10

Suspension of the implementation of the Protocol

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

   a) in the event of force majeure or unexpected circumstances, preventing fishing activities in the Cape Verdean EEZ;

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

   c) activation of the consultation mechanisms laid down in Article 96 of the Cotonou Agreement owing to violation of essential and fundamental elements of human rights and democratic principles set out in Article 9 of that Agreement;

   d) non-payment by the Union of the financial contribution provided for in Article 4(2)(a), for reasons other than those provided for in point c) of this paragraph;

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

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

3. In the event of suspension, the Parties shall continue to consult with a view to finding an amicable settlement to their dispute. Once such settlement is reached, application of the Protocol shall resume and the amount of the financial contribution shall be reduced proportionately and pro rata temporis according to the period during which application of the Protocol was suspended.

Article 11

Electronic data exchange

1. Cabo Verde and the Union shall undertake to rendering operational and maintaining the IT systems required for the electronic exchange of all the information and documents relating to the implementation of the Agreement.

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

3. Cabo Verde and the Union shall inform each other without delay of any malfunction of a computer system. The information and documents relating to the implementation of the agreement shall then be automatically transmitted by an alternative mode of communication.

Article 12

Confidentiality of data

1. Cabo Verde and the European Union shall undertake that all nominative data relating to Union vessels and their fishing activities obtained within the framework of the Agreement will, at all times, be processed strictly in accordance with the principles of confidentiality and data protection.

2. The Parties shall ensure that only aggregate data on fishing activities in Cabo Verdean waters are made publicly available, in line with the relevant ICCAT provisions.

3. Data which may be considered confidential must be used by the competent authorities exclusively for the purposes of implementing the Agreement and for fishery management, controls and monitoring.

Article 13

Applicable provisions of national law

1. The activities of Union fishing vessels operating in Cabo Verdean waters under this Protocol shall be governed by the legislation in force in Cabo Verde, in particular the provisions of the Cabo Verdean fisheries resources management plan, unless the Agreement or this Protocol and the Annex and Appendices thereto provide otherwise.

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

Article 14

Termination

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

2. Dispatch of the notification referred to in paragraph 1 shall give rise to consultations between the Parties.

Article 15

Provisional application

This Protocol shall apply provisionally from the date of signature.

Article 16

Entry into force

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

For *the European Union* For *the Republic of Cabo Verde*

ANNEX

CONDITIONS GOVERNING FISHING ACTIVITIES BY EUROPEAN UNION VESSELS IN THE CABO VERDEAN FISHING ZONE

CHAPTER I

GENERAL PROVISIONS

1. DESIGNATION OF THE COMPETENT AUTHORITY

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

– for the Union: the European Commission, where applicable via the Union delegation to Cabo Verde;

– for Cabo Verde: the Minister responsible for fisheries.

2. FISHING ZONE

The coordinates of the Cabo Verdean EEZ are set out in Appendix 1. Union vessels may carry out their fishing activities beyond the limits laid down for each category in Appendix 2, with Cape Verdean fishermen retaining exclusive fishing rights below those limits.

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

3. APPOINTMENT OF A LOCAL AGENT

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

4. BANK ACCOUNT

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

CHAPTER II

FISHING AUTHORISATIONS

Section 1 Applicable procedures

1. CONDITION FOR OBTAINING A FISHING AUTHORISATION — ELIGIBLE VESSELS

The fishing authorisations referred to in Article 6 of the Agreement shall be issued on the condition that the vessel is included in the Union fishing vessels register in accordance with the provisions of Regulation (EU) No 2017/2403 on the sustainable management of external fishing fleets. All previous obligations of the vessel owner, the master, or the vessel itself arising out of their fishing activities in Cabo Verde under the Agreement should have been met.

2. APPLICATION FOR A FISHING AUTHORISATION

The Union shall submit to Cabo Verde an application for a fishing authorisation in respect of each vessel wishing to fish under the Agreement at least 15 days before the start of the period of validity requested, using the form in Appendix 3. The application must be typed or legibly written in block capitals.

The targeted species must be indicated clearly in the application for a fishing authorisation.

For each initial application for a fishing authorisation under the Protocol in force, or following a technical change to the vessel concerned, the application shall be accompanied by proof of payment of the flat-rate fee for the period of validity of the fishing authorisation requested and the flat-rate contribution for the observers referred to in Chapter IX, as well as:

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

(b) a recent colour photograph of the vessel, showing a lateral view and at least 15 cm × 10 cm in size;

(c) any other document specifically required under the Agreement.

As regards renewal of a fishing authorisation under the Protocol in force for a vessel whose technical specifications have not been modified, the renewal application need only be accompanied by proof of payment of the fee and flat-rate contribution towards the costs relating to the observer.

3. ISSUE OF FISHING AUTHORISATION

A fishing authorisation for tuna and tuna-like species (‘atum e afins’) and other species authorised under this Protocol shall be issued by Cabo Verde to the Union within 15 working days of receiving the full application file.

Where a fishing authorisation is renewed during the period in which this Protocol applies, the new fishing authorisation must contain a clear reference to the initial fishing authorisation.

The Union shall forward the fishing authorisation to the vessel owner or its agent. If the Union offices are closed, Cabo Verde may send the fishing authorisation directly to the vessel owner or its agent, with a copy to the Union.

4. LIST OF VESSELS AUTHORISED TO FISH

Once the fishing authorisation is issued, Cabo Verde shall draw up without delay for each category of vessel the final list of vessels authorised to fish in the Cabo Verdean zone. This list shall be sent immediately to the national body responsible for supervising fishing, and to the Union.

5. PERIOD OF VALIDITY OF THE FISHING AUTHORISATION

Fishing authorisations shall be valid for one year and be renewable.

In order to establish the start of the period of validity, ‘annual period’ shall mean:

(a) 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;

(b) thereafter, each complete calendar year;

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

6. KEEPING THE FISHING AUTHORISATION ON BOARD

A copy of this fishing authorisation shall be sent electronically immediately to the Union and to the vessel owners or their local agents. The copy, which is held on board, may be used for a maximum period of 60 calendar days after the date on which the authorisation was issued. After this period, the original of the fishing authorisation must be kept on board.

7. TRANSFER OF FISHING AUTHORISATION

A fishing authorisation shall be issued for a given vessel and shall not be transferable. However, where force majeure is proven, for example in the event of the loss or prolonged immobilisation of a vessel due to a serious technical failure, and at the request of the Union, the fishing authorisation shall be replaced by a new authorisation, issued for another vessel similar to the vessel to be replaced.

The transfer shall involve the fishing authorisation to be replaced being returned by the vessel owner or its agent in Cabo Verde, and Cabo Verde drawing up the replacement authorisation as soon as possible. The replacement authorisation shall be delivered without further delay to the vessel owner or its agent when returning the authorisation to be replaced. The replacement authorisation shall take effect on the day on which the authorisation to be replaced is returned.

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

8. SUPPORT VESSELS

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

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

Support vessels are subject to the same procedure as regards the sending of applications for fishing authorisations set out in this Chapter, to the extent applicable. Cabo Verde shall draw up a list of authorised support vessels and send it to the Union immediately.

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

Section 2 Fees and advance payments

1. The fees to be paid by the vessel owners shall be EUR 70 per tonne caught.

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

   – For tuna seiners, EUR 6 510 per year, corresponding to a tonnage of 93 tonnes per vessel;

– For pole-and-line vessels, EUR 1 400 per year, corresponding to a tonnage of 20 tonnes per vessel;

– For surface longliners, EUR 3 850 per year, corresponding to a tonnage of 55 tonnes per vessel.

3. The anticipated flat-rate fee shall include all local and national taxes with the exception of port taxes, transhipment taxes and charges for the provision of services. For the first and the last year, the anticipated flat-rate fee and its equivalent in tonnes per vessel shall be calculated *pro rata temporis* based on the number of months covered by the authorisation.

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

5. Where the final statement is greater than the anticipated flat-rate fee paid to obtain the fishing authorisation, the vessel owner shall pay the outstanding balance to Cabo Verde within 45 days unless the vessel owner contests the payment. However, if the final statement is less than the anticipated flat-rate fee, the remaining amount may not be reclaimed by the vessel owner.

CHAPTER III

TECHNICAL CONSERVATION MEASURES

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

The vessels shall comply with all the recommendations adopted by the ICCAT. In line with those recommendations, the Parties shall endeavour to reduce the level of by-catches of turtles, seabirds and other non-target species The Union vessels shall release any such by-catches in the interest of increasing the chance of survival of the species concerned.

CHAPTER IV

CATCH REPORTING

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

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

3. A vessel holding an authorisation issued under this Protocol and that is not equipped with an ERS, or whose ERS is not working, shall not be authorised to enter Cabo Verde's fishing zone in order to engage in fishing activities.

4. Catches shall be notified as specified in Appendix 5.

5. ERS data shall be transmitted by the vessel to its flag State, which will make them automatically available for Cabo Verde. The flag State shall ensure that the data are received and recorded in a computer database enabling the secure retention of the data for at least 36 months.

6. The flag State and Cabo Verde shall ensure that they have the necessary IT equipment and software to automatically transmit ERS data.

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

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

9. The flag State and Cabo Verde shall each designate an ERS correspondent who will act as the point of contact for matters related to the implementation of this Protocol. The flag State and Cabo Verde shall notify each other of the contact details of their ERS correspondents and, where appropriate, update that information without delay.

CHAPTER V

LANDINGS AND TRANSHIPMENTS

1. Notice

The master of a Union vessel wishing to land in a Cabo Verdean port, or to tranship catch from the Cabo Verdean zone, must notify Cabo Verde, at least 24 hours before the landing or transhipment, of the following:

(a) the name of the fishing vessel which is to land or tranship;

(b) the port of landing or transhipment;

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

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

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

(f) the health certificate of the receiving vessel.

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

Non-compliance with these provisions shall lead to the application of the relevant sanctions provided for under the legislation of Cabo Verde.

2. Landing incentives

The two Parties shall cooperate in order to contribute to the development of Cabo Verde's fishing industry and enhance the economic and social impact of the Agreement, in particular by increasing landings by the Union fleet and adding value to fishery products.

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

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

CHAPTER VI

CONTROL AND INSPECTION

1. Entering and leaving the zone

Any entry into or departure from the Cabo Verdean fishing zone of a Union vessel holding a fishing authorisation must be notified to Cabo Verde within three hours before the entry or departure.

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

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

(b) the quantity of 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.

2. Vessel position messages — VMS

Any Union vessel authorised under this Protocol shall be equipped with a satellite-based vessel monitoring system ('VMS'), in accordance with the specifications set out in Appendix 4.

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

Notification shall be given preferably through the ERS/VMS or, in the event of malfunction of the system, by e-mail, fax or radio. Cabo Verde shall immediately inform the vessels concerned and the Union of any change to the e-mail address, telephone number or transmission frequency.

Whilst they are in the Cabo Verdean zone, Union vessels holding a fishing authorisation must be equipped with a satellite monitoring system (Vessel Monitoring System — VMS) to enable automatic and continuous communication of their position, at all times, to the FMC of their flag State.

Each position message must contain:

(a) the vessel identification;

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

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

(d) the vessel's speed and course.

(e) comply with the format set out in Appendix 4.

Any vessel found to be fishing in the Cabo Verdean zone without having previously notified its presence shall be considered to be a vessel in breach of the rules.

3. Inspection

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

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

The Cabo Verdean inspectors shall only stay on board the Union vessel for the time necessary to carry out tasks linked to the inspection. They shall carry out the inspection in a way which minimises the impact on the vessel, its fishing activity and cargo.

Cabo Verde may authorise the Union to participate in the inspection at sea as an observer.

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

At the end of each inspection, the Cabo Verdean inspectors shall draw up an inspection report. The master of the EU vessel has the right to include his comments in the inspection report. The inspection report shall be signed by the inspector drawing up the report and the master of the EU vessel.

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

CHAPTER VII

INFRINGEMENTS

1. Handling of infringements

Any infringement committed by a Union vessel holding a fishing authorisation under this Annex must be mentioned in an inspection report.

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

2. Detention of a vessel – information meeting

Where permitted under the Cabo Verdean 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 Cabo Verdean port.

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

Before taking any measure against the vessel, the master, the crew or the cargo, with the exception of measures aimed at protecting evidence, Cabo Verde 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 vessel's flag State may attend this information meeting.

3. Penalties for infringements – compromise procedure

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

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

4. Legal proceedings — bank security

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

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

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

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

Cabo Verde shall inform the EU of the outcome of the legal proceedings within 8 days following the judgement.

5. Release of the vessel and the crew

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 VIII

SIGNING-ON OF SEAMEN

1. Number of seamen to sign on

During their fishing season in the Cabo Verdean zone, the Union vessels shall sign on Cape Verdean seamen, subject to the following limits:

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

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

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

The owners of the Union vessels shall endeavour to sign on additional Cape Verdean seamen.

2. Free choice of seamen

Cabo Verde shall hold a list of Cape Verdean seamen qualified to be signed on for Union vessels.

The vessel owner, or his agent, shall choose freely from the list of Cape Verdean seamen to be signed on and shall notify Cabo Verde of their inclusion in the crew.

3. **Seamen's contracts**

The employment contract for Cape Verdean seamen shall be drawn up by the vessel owner or his agent and the seaman, represented by his union, if necessary. It shall be signed by the Cabo Verdean maritime authority. It shall stipulate in particular the date and port of signing on.

The contract shall guarantee the seaman the social security cover applicable to him in Cabo Verde. It shall include life assurance and sickness and accident insurance.

A copy of the contract shall be given to the signatories.

The basic working rights laid down in the declaration of the International Labour Organisation (ILO) shall be afforded to Cape Verdean seamen. This concerns in particular the freedom of association and effective recognition of the right to collective bargaining, and the elimination of discrimination in respect of employment and occupation.

4. Seamen's wages

The wages of the Cape Verdean seamen shall be paid by the vessel owner. They shall be set before the fishing authorisation is issued by mutual agreement between the vessel owner or his agent and Cabo Verde.

The wages shall not be lower than those of crews on national vessels, nor the level determined by the ILO.

5. Seamen's obligations

The seaman shall report to the master of the vessel to which he has been appointed the day before the signing-on date stipulated in the contract. The master shall inform the seaman of the date and time of signing on. If the seaman withdraws or does not present himself at the date and time stipulated for his signing on, his contract will be considered to be null and void and the vessel owner will be automatically discharged from his obligation to sign him on. In this case the vessel owner shall not be liable to pay any financial penalty or compensation payment.

6. Failure to sign on seamen

Owners of vessels which fail to sign on Cape Verdean seamen shall be required to pay, before 30 September of the year in progress, for each seaman below the number set at the start of this Chapter, a flat rate of EUR 20 for each day their vessels are present in the Cape Verdean zone.

CHAPTER IX

OBSERVERS

1. Observation of fishing activities

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

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

This observation scheme shall conform to the provisions provided for in the recommendations adopted by the ICCAT.

2. Designated vessels and observers

Cabo Verde shall designate the Union vessels which must allow an observer to embark and the observer assigned to them at the latest 15 days before the date provided for the embarkation of the observer.

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

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

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

3. Flat-rate financial contribution

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

4. Observer’s salary

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

5. Embarkation conditions

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 Cabo Verde.

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

The vessel owner shall bear the costs of providing accommodation and food for the observer on board.

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

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

6. **Observer's obligations**

Whilst they are on board, observers shall:

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

(b) respect on-board property and equipment;

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

7. Embarkation and landing of observers

The observer shall sign on in a port chosen by the ship-owner.

The vessel owner or his agent shall inform Cabo Verde, with a notice period of 10 days before the embarkation, of the date, time and the port of embarkation of the observer. If the observer is embarked in a foreign country, his travel costs to the port of embarkation shall be borne by the vessel owner.

If the observer does not present himself for boarding within 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.

Where the observer is not disembarked in a Cabo Verdean port, the vessel owner shall bear the costs of repatriation of the observer to Cabo Verde as soon as possible.

8. **Observer's duties**

The observer shall carry out the following duties:

(a) observe the fishing activities of the vessel;

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

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

(d) note the fishing gear used;

(e) verify the catch data for the Cabo Verdean zone recorded in the logbook;

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

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

9. **Observer's report**

Before leaving the vessel, the observer shall submit a report of his observations to the master of the vessel. 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.

The observer shall send his report to Cabo Verde, which shall send a copy of it to the Union within eight days of setting the observer ashore.

APPENDICES TO ANNEX B

Appendix 1 - Cabo Verdean fishing zone

Appendix 2 - Technical conservation measures

Appendix 3 - Authorisation Application Form

Appendix 4 - Vessel monitoring system (VMS)

Appendix 5 - Implementation of the electronic system for recording fishing activities (ERS)

Appendix 1

Cabo Verdean fishing zone

The Cabo Verdean fishing area extends up to 200 nautical miles from the following baselines:

Point	Latitude North	Longitude West	Island
A.	14° 48' 43,17"	24 ° 43' 48,85"	I. Brava
C-P1 a Rainha	14 ° 49' 59,10"	24 ° 45' 33,11"	—
C-P1 a Faja	14 ° 51' 52,19"	24 ° 45' 09,19"	—
D-P1 Vermelharia	16 ° 29' 10,25"	24 ° 19' 55,87"	S. Nicolau
E.	16 ° 36' 37,32"	24 ° 36' 13,93"	Ilhéu Raso
F-P1 a da Peça	16 ° 54' 25,10"	25 ° 18' 11,00"	Santo Antão
F.	16 ° 54' 40,00"	25 ° 18' 32,00"	—
G-P1 a Camarín	16 ° 55' 32,98"	25 ° 19' 10,76"	—
H-P1 a Preta	17 ° 02' 28,66"	25 ° 21' 51,67"	—
I-P1 A Mangrade	17 ° 03' 21,06"	25 ° 21' 54,44"	—
J-P1 a Portinha	17 ° 05' 33,10"	25 ° 20' 29,91"	—
K-P1 a do Sol	17 ° 12' 25,21"	25 ° 05' 56,15"	—
L-P1 a Sinagoga	17 ° 10' 41,58"	25 ° 01' 38,24"	—
M-Pta Espechim	16 ° 40' 51,64"	24 ° 20' 38,79"	S. Nicolau
N-Pta Norte	16 ° 51' 21,13"	22 ° 55' 40,74"	Sal
O-Pta Casaca	16 ° 50' 01,69"	22 ° 53' 50,14"	—
P-Ilhéu Cascalho	16 ° 11' 31,04"	22 ° 40' 52,44"	Boa Vista
Pl-Ilhéu Baluarte	16 ° 09' 05,00"	22 ° 39' 45,00"	—
Q-Pta Roque	16 ° 05' 09,83"	22 ° 40' 26,06"	—
R-Pta Flamengas	15 ° 10' 03,89"	23 ° 05' 47,90"	Maio
S.	15 ° 09' 02,21"	23 ° 06' 24,98"	Santiago
T.	14 ° 54' 10,78"	23 ° 29' 36,09"	—
U-D. Maria Pia	14 ° 53' 50,00"	23 ° 30' 54,50"	I. de Fogo
V-Pta Pesqueiro	14 ° 48' 52,32"	24 ° 22' 43,30"	I. Brava
X-Pta Nho Martinho	14° 48' 25.59	24 ° 42' 34,92"	—
= ∧	14 ° 48' 43,17"	24 ° 43' 48,85"	

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

Point	Latitude north	Longitude west
A	13 ° 39' 00"	20 ° 04' 25"
B	14 ° 51' 00"	20 ° 04' 25"
C	14 ° 55' 00"	20 ° 00' 00"
D	15 ° 10' 00"	19 ° 51' 30"
E	15 ° 25' 00"	19 ° 44' 50"
F	15 ° 40' 00"	19 ° 38' 30"
G	15 ° 55' 00"	19 ° 35' 40"
H	16 ° 04' 05"	19 ° 33' 30"

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

Point	Latitude north	Longitude west
H	16° 04.0'	019 ° 33,5'
I	16 ° 17,0'	019 ° 32,5'
J	16 ° 28,5'	019 ° 32,5'
K	16 ° 38,0'	019 ° 33,2'
L	17 ° 00,0'	019 ° 32,1'
M	17 ° 06,0'	019 ° 36,8'
N	17 ° 26,8'	019 ° 37,9'
O	17 ° 31,9'	019 ° 38,0'
P	17 ° 44,1'	019 ° 38,0'
Q	17 ° 53,3'	019 ° 38,0'
R	18 ° 02,5'	019 ° 42,1'
S	18 ° 07,8'	019 ° 44,2'
T	18 ° 13,4'	019 ° 47,0'
U	18 ° 18,8'	019 ° 49,0'
V	18 ° 24,0'	019 ° 51,5'
X	18 ° 28,8'	019 ° 53,8'
Y	18 ° 34,9'	019 ° 56,0'
Z	18 ° 44,2'	020 ° 00,0'

Appendix 2

Technical Conservation Measures

1. Measures applicable to all categories:

(a) Prohibited species:

In accordance with the Convention on Migratory Species (CMS) and ICCAT resolutions, fishing for giant manta ray (Manta birostris), basking shark *(Cetorhinus maximus)*, white shark *(Carcharodon carcharías)*, bigeye thresher shark *(Alopias superciliosus)*, hammerhead sharks in the Sphyrnidae family (with the exception of the bonnethead shark), oceanic whitetip shark *(Carcharhinus longimanus*) and silky shark *(Carcharhinus falciformis)* is prohibited.

Fishing for whale shark *(Rhincondon typus)* is prohibited in accordance with national Cabo Verdean legislation. Prohibition on removing shark fins:

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

(b) Transhipment at sea:

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

2. Specific measures

SHEET 1: POLE-AND-LINE TUNA VESSELS

(1) Fishing zone: Beyond 12 nautical miles from the base line

(2) Authorised gear: Pole and line

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

By-catches: Compliance with ICCAT and FAO recommendations.

SHEET 2: TUNA SEINERS

(1) Fishing zone: Beyond 18 nautical miles from the base line, taking into account the archipelagic nature of the Cabo Verdean fishing zone.

(2) Authorised gear: Seine

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

By-catches: Compliance with ICCAT and FAO recommendations.

SHEET 3: SURFACE LONGLINERS

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

(2) Authorised gear: Surface longliners

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

By-catches: Compliance with ICCAT and FAO recommendations.

3. Update

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

Appendix 3

Application form for a fishing authorisation

FISHERIES AGREEMENT CABO VERDE - EUROPEAN UNION

I. APPLICANT

1. Name of applicant:
2. Name of producer organisation (PO) or vessel owner:
3. Address of PO or vessel owner:
4. Tel. No: Fax E-mail:
5. Master's name: Nationality: E-mail:
6. Name and address of local agent:

II VESSEL IDENTIFICATION

7. Vessel name:
8. Flag State: Port of registry:
9. External marking: MMSI: IMO No:
10. Date of current flag registration (DD/MM/YYYY): …/…/…
    Previous flag, if any:
11. Place of construction: Date (DD/MM/YYYY): …/…/…
12. Call frequency: HF: VHF:
13. Satellite telephone number: IRCS:

III. VESSEL TECHNICAL DETAILS

14. Vessel LOA (mts): BOA (mts):
    Tonnage (expressed in GT London):
15. Engine type: Engine power (in kW):
16. No of crew:
17. Conservation method on board: Ice ☐ Refrigeration ☐ Mixed ☐
18. Freezing ☐
19. Processing capacity per day (24 h) in tonnes:
    No of fish holds: Total capacity of fish holds (m^3):
20. VMS. Details of the automatic location device:

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

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

IV. FISHING ACTIVITY

21. Fishing gear authorised: ☐ purse seine ☐ longlines ☐ pole-and-line

22. Place for landing catch:

23. License period requested from (DD/MM/YYYY) …/…/…to (DD/MM/YYYY) …/…/…

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

Done at……., on .../.../…

Applicant's signature: .....

Appendix 4

VESSEL MONITORING SYSTEM (VMS)

1. Vessel position messages — VMS

The first position recorded after entry into the Cabo Verdean 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 departure from the Cabo Verdean zone, which shall be identified by the code 'EXI'.

The CSP 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.

2. Transmission by the vessel in the event of breakdown of the VMS system

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.

In the event of breakdown, the VMS of the vessel shall be repaired or replaced within 30 days. After that period, the vessel shall no longer be authorised to fish in the Cabo Verdean fishing zone.

Vessels fishing in the Cabo Verdean 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.

3. Secure communication of the position messages to Cabo Verde

The FMC of the flag State shall automatically send the position messages of the vessels concerned to the FMC of Cabo Verde. The FMC of the flag State and of Cabo Verde shall exchange their contact e-mail addresses and inform each other without delay of any change to these addresses.

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

The FMC of Cabo Verde shall inform the FMC of the flag State and of 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.

4. Malfunction of the communication system

Cabo Verde 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 receiving 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.

The master shall be considered responsible if a vessel's VMS is found to have been tampered with in order to disturb its operation or falsify its position messages. Any infringement shall be subject to the penalties provided for by the Cabo Verdean legislation in force.

5. Revision of the frequency of position messages

On the basis of documentary evidence proving an infringement, Cabo Verde 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 30 minutes for a set period of investigation. This documentary evidence must be sent by Cabo Verde to the FMC of the flag State and the Union. The FMC of the flag State shall immediately send the position messages to Cabo Verde at the new frequency.

At the end of the set investigation period, Cabo Verde shall inform the FMC of the flag State and the EU of any monitoring which is required.

6. Communication of the VMS messages to Cabo Verde

Data	Code	Mandatory /optional	Content
Start of record	SR	O	System detail indicating start of record
Addressee	AD	O	Message detail – Addressee Alpha-3 country code (ISO-3166)
From	FR	O	Message detail – Sender Alpha-3 country code (ISO-3166)
Flag State	FS	O	Message detail – Flag State Alpha-3 code (ISO-3166)
Type of message	TM	O	Message detail – Type of message (ENT, POS, EXI, MAN)
Radio call sign (IRCS)	RC	O	Vessel detail – Vessel international radio call sign (IRCS)
Contracting party internal reference number	IR	F	Vessel detail – Unique contracting party Alpha-3 code (ISO-3166) followed by number
External registration number	XR	O	Vessel detail – Number on side of vessel (ISO 8859.1)
Latitude	LT	O	Vessel position detail – Position in degrees and decimal degrees N/S DD.ddd (WGS84)
Longitude	LG	O	Vessel position detail – Position in degrees and decimal degrees E/W DD.ddd (WGS84)

Cap	CO	O	Vessel course 360° scale
Speed	SP	O	Vessel speed in tenths of knots
Date	DA	O	Vessel position detail – Date of record of UTC position (YYYYMMDD)
Time	TI	O	Vessel position detail – Time of recording UTC position (HHMM)
End of record	ER	O	System detail indicating end of record

The following information is required at the time of transmission to allow the Cap Verdean CSCP to identity the issuing CSCP:

IP address of the CSCP server and/or DNS references

SSL certificate (complete chain of certification authorities)

Each data transmission is structured as follows:

Characters used must comply with ISO 8859.1.

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

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

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

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

Appendix 5

Implementation of the electronic system for recording fishing activities (ERS)

Recording of fishing data and communication of statements by ERS

1. The master of a Union fishing vessel holding an authorisation issued under this Protocol shall, when in the fishing zone:

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

(b) record daily the position of the vessel at noon if no fishing activity was carried out.

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

(d) transmit daily to its flag State, and no later than at 24:00, the data recorded in the electronic fishing logbook; this data shall be transmitted for each day spent in the fishing zone, even where no catch has been taken. Data shall also be transmitted before leaving the fishing zone.

2. The master shall be responsible for the accuracy of the data recorded and sent.

3. In accordance with the provisions of Chapter IV of the Annex to this Protocol, the flag State shall make the ERS data available to the Fisheries Monitoring Centre (FMC) of Cabo Verde.

   The data in UN/CEFACT format shall be transmitted via the FLUX network provided by the European Commission.

   Alternatively, until the end of the transition period, the data shall be transmitted via the Data Exchange Highway (DEH) in EU-ERS (v 3.1) format.

   The FMC of the flag State shall transmit instant messages from the vessel (COE, COX, PNO) automatically and without delay to the FMC of Cabo Verde. Other types of messages shall also be transmitted automatically once a day from the effective date of the use of the UN-CEFACT format or, in the meantime, shall be made available without delay to the FMC of Cabo Verde upon request made automatically to the FMC of the flag State via the European Commission's central node. As from the effective implementation of the new format, the latter delivery mode will only concern specific requests for historical data.

4. The FMC of Cabo Verde shall confirm that it has received the instant ERS data sent to it by means of a return message acknowledging receipt and confirming the validity of the received message. No acknowledgement of receipt shall be provided for the data that Cabo Verde receives in response to a request it has submitted itself. Cabo Verde shall handle all ERS data confidentially.

Failure of the electronic transmission system on board the vessel or of the communication system

5. The FMC of the flag State and the FMC of Cabo Verde shall inform each other without delay of any event likely to affect the transmission of the ERS data of one or more vessels.

6. If the FMC of Cabo Verde does not receive the data to be transmitted by a vessel, it shall notify this to the FMC of the flag State without delay. The FMC of the flag State shall swiftly look for the causes of this non-receipt of ERS data and inform the FMC of Cabo Verde of the result of those investigations.

7. Where a failure occurs in the transmission between the vessel and the FMC of the flag State, the FMC of the flag State shall notify this without delay to the master or the operator of the ship or to his representative(s). On receipt of this notification, the master of the vessel shall transmit the missing data to the competent authorities of the flag State by any appropriate means of telecommunication every day, no later than 24:00.

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

9. If the non-receipt of the ERS data by Cabo Verde is caused by the failure of the electronic systems under the supervision of the European party or Cabo Verde, the Party in question shall take prompt action to resolve the problem rapidly. The other Party shall be notified once the problem has been resolved.

10. The FMC of the flag State shall send the FMC of Cabo Verde every 24 hours, using any electronic means of communication available, all ERS data received by the flag State since the last transmission. The same procedure may be applied at the request of Cabo Verde in the case of maintenance operations lasting more than 24 hours and affecting the systems under the supervision of the European party. Cabo Verde shall inform its competent monitoring services so that Union vessels are not considered to be in breach of their obligation to transmit their ERS data. The FMC of the flag State shall ensure that the missing data are entered into the electronic database it keeps in accordance with point 3 of this Appendix.