



EUROPEAN COMMISSION

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Proposal for a

COUNCIL DECISION

on the conclusion of the Protocol agreed between the European Union and the Republic of Madagascar setting out fishing opportunities and the financial contribution provided for in the Fisheries Partnership Agreement between the two parties currently in force

EXPLANATORY MEMORANDUM

1. CONTEXT OF THE PROPOSAL

On the basis of a mandate from the Council¹, the European Commission has conducted negotiations with the Republic of Madagascar with a view to renewing the Protocol to the Fisheries Partnership Agreement between the European Community and the Republic of Madagascar. At the end of those negotiations, a new Protocol was initialled on 10 May 2012. The new protocol covers a period of two years from the date of its signature.

The primary objective behind the Protocol is to define the fishing opportunities for tuna vessels from the European Union in the waters of Madagascar, in line with scientific advice and other resolutions issued by the relevant Regional Fisheries Organisation, namely the Indian Ocean Tuna Commission (IOTC).

The overall aim is to reinforce cooperation between the European Union and the Republic of Madagascar, thereby consolidating the partnership framework within which to develop a sustainable fisheries policy and sound exploitation of fishery resources in Madagascar's fishing zone, in the interests of both Parties.

Specifically, the protocol provides for fishing opportunities for 96 vessels, divided as follows:

- 40 tuna seiners
- 34 surface longliners with a tonnage greater than 100 GT
- 22 surface longliners with a tonnage less than 100 GT

The Commission proposes, on this basis, that the Council, with the consent of the Parliament, adopt this new Protocol by Decision.

2. RESULTS OF CONSULTATIONS WITH THE INTERESTED PARTIES AND IMPACT ASSESSMENTS

The Member States were consulted ahead of the negotiations in the framework of the Council Working Party on Fisheries and also in the framework of technical meetings. These consultations concluded that it would be beneficial to maintain a fishing protocol with Madagascar. The Commission has also based its work on, *inter alia*, the results of an ex-post assessment by independent external experts, which was finalised in November 2011.

3. LEGAL ELEMENTS OF THE PROPOSAL

This procedure is being initiated in parallel with the procedures relating to the Council Decision adopting the provisional application of the Protocol itself, as well as with the

¹ Adopted on 24 April 2012 by the General Affairs Council.

Council Regulation concerning the allocation of the fishing opportunities among the Member States of the EU.

4. BUDGETARY IMPLICATION

The total financial contribution under the protocol comes to EUR 3 050 000 (i.e. EUR 1 525 000 per annum). This amount corresponds to: a) an annual amount for access to the Malagasy fishing zone of EUR 975 000 equivalent to a reference tonnage of 15 000 tonnes per year, and b) EUR 550 000 per year in respect of developing the sectoral fisheries policy within the Republic of Madagascar. This sectoral support meets the objectives of the national fisheries policy.

5. OPTIONAL ELEMENTS

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on the conclusion of the Protocol agreed between the European Union and the Republic of Madagascar setting out fishing opportunities and the financial contribution provided for in the Fisheries Partnership Agreement between the two parties currently in force

THE COUNCIL OF THE EUROPEAN UNION,

Having regard to the Treaty on the Functioning of the European Union, and in particular Article 43(2) in conjunction with Article 218(6)(a) thereof,

Having regard to the proposal from the European Commission,

After transmission of the draft legislative act to the national Parliaments,

Having regard to the consent of the European Parliament²,

Whereas:

- (1) On 15 November 2007 the Council adopted Council Regulation (EC) No 31/2008 on the conclusion of the Fisheries Partnership Agreement between the European Community and the Republic of Madagascar³.
- (2) The European Union has negotiated a new protocol with the Republic of Madagascar granting European Union vessels fishing opportunities in waters in which Madagascar exercises its sovereignty or jurisdiction as regards fishing.
- (3) Following those negotiations, a new Protocol was initialled on 10 May 2012.
- (4) This new Protocol was signed on the basis of Decision No .../2012/EU⁴, and has been applied provisionally from the date of its signature.
- (5) The Protocol should be concluded,

HAS ADOPTED THIS DECISION:

Article 1

The Protocol agreed between the European Union and the Republic of Madagascar setting out the fishing opportunities and the financial contribution provided for in the Fisheries

² OJ C , p. .

³ OJ L 15, 18.1.2008, p. 1.

⁴ OJ C ...

Partnership Agreement in force between the two parties⁵ is hereby authorised on behalf of the European Union.

Article 2

The President of the Council shall designate the person(s) empowered to proceed, on behalf of the Union, to the notification provided for in Article 19 of the Protocol, in order to express the consent of the Union to be bound by the Protocol⁶.

Article 3

This Decision shall enter into force on the day following that of its publication in the *Official Journal of the European Union*.

Done at Brussels,

*For the Council
The President*

⁵ The text of the Protocol has been published in OJ ... together with the decision on the signature.

⁶ The date of entry into force of the Protocol will be published in the Official Journal of the European Union by the General Secretariat of the Council.

PROTOCOL

setting out the fishing opportunities and the financial contribution provided for by the Fisheries Partnership Agreement between the European Community and the Republic of Madagascar

Article 1

Period of application and fishing opportunities

1. For a period of two (2) years, the fishing opportunities granted under Article 5 of the Fisheries Partnership Agreement shall be as follows:

Highly migratory species (species listed in Annex 1 to the 1982 United Nations Convention on the Law of the Sea) with the exception of the *Alopiidae* and *Sphyrnidae* families, in addition to the following species: *Cethorinus maximus*, *Rhincodon typus*, *Carcharodon carcharias*, *Carcharinus falciformis* and *Carcharinus longimanus*.

- (a) 40 tuna seiners, and
 - (b) 34 surface longliners with a tonnage greater than 100 GT
 - (c) 22 surface longliners with a tonnage less than or equal to 100 GT.
2. Paragraph 1 shall apply subject to Articles 5 and 6 of this Protocol.
3. Under Article 6 of the Fisheries Partnership Agreement, and Article 7 of this Protocol, vessels flying the flag of a Member State of the European Union may engage in fishing activities in the waters of Madagascar only if they are on the list of fishing vessels authorised by the Indian Ocean Tuna Commission (IOTC) and are in possession of a fishing authorisation issued under the conditions established in this Protocol in accordance with the Annex hereto.

Article 2

Financial contribution - Methods of payment

1. For the period referred to in Article 1, the total financial contribution referred to in Article 7 of the Fisheries Partnership Agreement shall be EUR 3 050 000 for the whole duration of this Protocol.
2. This total financial contribution shall comprise:
 - (a) an annual amount for access to the Malagasy fishing zone of EUR 975 000 equivalent to a reference tonnage of 15 000 tonnes per year, and
 - (b) a specific amount of EUR 550 000 per year for supporting and implementing Madagascar's sectoral fisheries policy and maritime policy.
3. Paragraph 1 shall apply subject to Articles 3, 5, 6, 8 and 9 of this Protocol.

4. The European Union shall pay the financial contribution referred to in paragraph 1 at the rate of EUR 1 525 000 per year during the period of application of this Protocol, corresponding to the total amount set out in paragraph 2(a) and (b) of this Article (i.e. respectively EUR 975 000 and EUR 550 000).
5. If the total quantity of catches of tuna by European Union vessels in Madagascar's fishing zone exceeds 15 000 tonnes per year, the amount of the annual financial contribution for access rights shall be EUR 65 for each additional tonne caught. However, the total annual amount paid by the European Union shall not be more than twice the amount indicated in paragraph 2(a) above (i.e. EUR 1 950 000). If the amounts caught by European Union vessels in Madagascar's fishing zone exceed the quantities corresponding to twice the total annual amount, the amount due in respect of the quantity exceeding that limit shall be paid the following year in accordance with the provisions of the Annex. In order to anticipate any possible exceeding of the reference tonnage, the two Parties shall adopt a system allowing ongoing catch monitoring.
6. Payment shall be made no later than 90 days after this Protocol's provisional application as referred in Article 15 for the first year, and no later than the anniversary date of this Protocol for the following years.
7. Madagascar shall have full discretion regarding the use of the financial contribution specified in paragraph Article 2(2)(a).
8. The financial contribution shall be paid or transferred into a unique Public Treasury account opened at the Madagascar Central Bank. The account reference is as follows: Agence Comptable Centrale du Trésor public with the Banque Centrale de Madagascar Antaninarenina, Antananarivo, Madagascar - account No: 213 101 000 125 TP EUR.

Article 3

Promoting responsible fishing and sustainable fisheries in the waters of Madagascar

1. From the date of the provisional application of this Protocol and no later than three months after that date, the European Union and Madagascar shall agree, within the Joint Committee provided for in Article 9 of the Fisheries Partnership Agreement, on a multiannual sectoral programme, in accordance with Madagascar's national strategy for fisheries and the policy framework of the European Commission, 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 2(2)(b);
 - b) the annual and multiannual objectives to be achieved with a view to introducing responsible fishing and sustainable fisheries, taking account of the priorities expressed by Madagascar in its national fisheries policy, and other policies relating to or having an impact on the promotion of responsible fishing and sustainable fisheries, particularly as regards protected marine areas;
 - c) criteria and procedures including, where appropriate, budgetary and financial indicators, to be used for evaluating the results obtained each year.

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

Article 4
Scientific cooperation to ensure responsible fishing

1. The two Parties hereby undertake to promote responsible fishing in the waters of Madagascar on the basis of the principle of non-discrimination between the different fleets fishing in those waters.
2. During the period covered by this Protocol, the European Union and Madagascar shall endeavour to monitor the state of fishery resources in Madagascar's fishing zone.
3. Both Parties shall endeavour to comply with the resolutions, recommendations and the management plans adopted by the Indian Ocean Tuna Commission (IOTC) regarding conservation and the responsible management of fisheries. Both Parties shall also make every effort to comply with the opinions of the joint scientific working group provided for in Article 4(2) of the agreement.
4. In accordance with Article 4 of the Agreement, and based on the recommendations and resolutions adopted within the IOTC, and in the light of the best available scientific advice and, where appropriate, the results of the joint scientific meeting provided for by Article 4 of the Fisheries Partnership Agreement, the two Parties shall consult each other within the Joint Committee provided for in Article 9 of the Fisheries Partnership Agreement and, where necessary, agree on the measures to ensure sustainable management of Madagascar's fisheries resources.

Article 5
Adjustment of fishing opportunities by mutual agreement

1. The fishing opportunities referred to in Article 1 may be amended by mutual agreement insofar as the recommendations and resolutions of the IOTC and the joint scientific working group tend to confirm that such an amendment will secure the sustainable management of tuna and tuna-like species in the Indian Ocean.
2. In such cases, the financial contribution referred to in Article 2(2)(a) shall be adjusted proportionately and pro rata temporis. [However, the total annual amount paid by the European Union may not be more than twice the figure indicated in Article 2(2)(a)].
3. Both Parties shall notify each other of any changes to their respective fisheries policies and legislation.

Article 6
New fishing opportunities

1. In the event that European Union fishing vessels become interested in engaging in fisheries not provided for in Article 1 of the Fisheries Partnership Agreement, the Parties shall consult each other before any possible authorisation is granted in respect of any such activities and, where appropriate, agree on the conditions for such

fishing, including making the relevant amendments to this Protocol and the Annex hereto.

2. The Parties shall encourage experimental fishing, especially as regards under-exploited species present in the waters of Madagascar. To this end, and at the request of either Party, the Parties shall consult each other with a view to determining, on a case-by-case basis, the species, conditions and other relevant parameters.
3. The Parties shall carry out experimental fishing in accordance with parameters to be agreed by both Parties in an administrative arrangement where appropriate. For Madagascar, the National Centre for Oceanographic Research and the Institute for Fisheries Studies and Marine Science shall be involved in the definition of these parameters.
4. Authorisations for experimental fishing should be agreed for a maximum period of six months.
5. If the Parties consider that experimental campaigns have yielded positive results, the Government of Madagascar may allocate fishing opportunities in respect of the new species to the European Union fleet until the expiry of this Protocol. The financial contribution referred to in Article 2(2)(a) of this Protocol shall consequently be increased. Ship-owners' fees and conditions as provided for in the Annex shall be amended accordingly.

Article 7

Conditions governing fishing activities — Exclusivity clause

Without prejudice to Article 6 of the Fisheries Partnership Agreement, European Union vessels may fish in the waters of Madagascar only if they are in possession of a valid fishing authorisation issued by the Malagasy Ministry responsible for Fisheries under this Protocol and the Annex hereto.

Article 8

Suspension and review of the payment of the financial contribution

1. Notwithstanding the provisions laid out in Article 9 of this Protocol, the financial contribution referred to in Article 2(2)(a) and (b) shall be reviewed or suspended after consultation between the two Parties:
 - a) if fishing activities in the Madagascar fishing zone are prevented for reasons other than natural phenomena;
 - b) following significant changes in the policy guidelines of either one of the Parties affecting the relevant provisions of this Protocol;
 - c) if the European Union notes that there has been a violation of the essential and fundamental human rights provided for in Article 9 of the Cotonou Agreement and following the procedure provided for in Articles 8 and 96 of that

Agreement. In this case, all European Union fishing vessel activities in the waters of Madagascar shall be suspended.

2. The European Union reserves the right to suspend, partially or totally, the payment of the specific financial contribution provided for in Article 2(2)(b) of this Protocol:
 - (a) if the results obtained are inconsistent with the programming, following an assessment by the Ministry responsible for Fisheries and an evaluation carried out by the Joint Committee;
 - (b) in the event of failure to implement this financial contribution.
3. Payment of the financial contribution shall resume after consultation and agreement by the two Parties, as soon as the situation existing prior to the events referred to in paragraph 1 has been re-established and/or if the results of the financial implementation referred to in paragraph 2 so warrant.

Article 9

Suspension of the Implementation of the Protocol

1. Implementation of this Protocol shall be suspended at the initiative of either one of the Parties subject to consultations between and agreement of the Parties within the Joint Committee provided for in Article 9 of the Agreement:
 - a) if exceptional circumstances, other than natural phenomena, prevent fishing activities in Madagascar's fishing zone;
 - b) if the European Union fails to make the payments provided for in Article 2(2)(a) for reasons not covered by Article 8 of this Protocol;
 - c) where a dispute arises between the Parties over the interpretation and implementation of this Protocol and its Annex which cannot be settled;
 - d) if either one of the Parties does not comply with the provisions of this Protocol and its Annex;
 - e) following significant policy changes on the part of either one of the Parties affecting the relevant provisions of this Protocol;
 - f) if either one of the Parties ascertains a breach of essential and fundamental elements regarding human rights as laid out by Article 9 of the Cotonou Agreement, and following the procedure set out in Articles 8 and 96 thereof;
 - g) in case of non-compliance with the International Labour Organisation Declaration on Fundamental Principles and Rights at Work as provided in Article 3(5) of the Fisheries Partnership Agreement.
2. The suspension of the implementation of this Protocol shall require the Party concerned to notify its intention in writing at least three months before the date on which the suspension is due to take effect.

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

Article 10
National law

1. The activities of European Union fishing vessels in the waters of Madagascar shall be subject to the laws and regulations of Madagascar unless otherwise provided under this Protocol and the Annex hereto.
2. The authorities of Madagascar shall inform the European Commission of any changes or new legislation regarding its fishery policy.

Article 11
Confidentiality

The Parties shall ensure that, at any time, all data relating to EU vessels and their fishing activities in the waters of Madagascar will be treated as confidential. These data shall be used exclusively for the implementation of the Agreement and for the purposes of fisheries management, monitoring, control and surveillance by the relevant authorities.

Article 12
Electronic data exchange

Madagascar and the European Union hereby undertake to implement the necessary systems for the electronic exchange of all information and documents related to the implementation of the Agreement as soon as possible. All electronic exchanges shall be the subject of an acknowledgment of receipt. The electronic form of a document at any point shall be considered equivalent to the paper version.

Both Parties shall immediately notify any disruption of a computer system impeding such exchanges. In such circumstances, the information and documents related to the implementation of the Agreement shall be automatically replaced by their paper version in the manner defined in the Annex.

Article 13
Duration

This Protocol and the Annex hereto shall apply for a period of two (2) years from their provisional application as determined in Article 15, unless notice of termination is given in accordance with Article 14.

Article 14
Termination

1. In the event of the 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 should take effect.

2. The sending of the notification referred to in the previous paragraph shall lead to consultations by the Parties being initiated.

Article 15
Provisional application

This Protocol shall be applied provisionally from the date of its signature but not earlier than 1 January 2013.

Article 16
Entry into force

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

ANNEX
CONDITIONS FOR THE EXERCISE OF FISHING ACTIVITIES BY EUROPEAN UNION VESSELS IN THE FISHING ZONE OF MADAGASCAR
CHAPTER I

General provisions

1. Designation of competent authority

For the purposes of this Annex and unless otherwise stated, any reference to the European Union (EU) or to Madagascar as a competent authority shall mean:

- for the EU: the European Commission, where applicable via the EU Delegation in Madagascar;
- for Madagascar: the Ministry responsible for Fisheries.

2. Madagascar's fishing zone

All the provisions of the Protocol and its annex shall apply exclusively in the fishing zone of Madagascar, as indicated in Appendices 3 and 4, without prejudice to the following provisions:

European Union vessels may carry out fishing activities in waters beyond 20 nautical miles from the base line in the case of tuna seiners and surface longliners.

A protection area of 3 miles around national fish aggregating devices must be complied with. Furthermore, in order to preserve the sustainable exploitation of certain demersal species by national operators, the surface longliners covered by this Protocol are prohibited from fishing in the areas of Leven Bank and the Castor Bank, the coordinates of which are listed in Appendix 5.

3. Appointment of a local agent

Any EU vessel wishing to obtain a fishing authorisation under the present Protocol must be represented by an agent resident in Madagascar.

4. Bank account

Madagascar shall notify the EU before the date of the provisional application of the Protocol, of the details of the bank account(s) into which the financial sums payable by EU vessels under the Agreement should be paid. The associated bank transfer costs shall be borne by the ship-owners.

CHAPTER II
Tuna fishing authorisations

1. Condition for obtaining a tuna fishing authorisation – eligible vessels

The tuna fishing authorisations referred to in Article 6 of the Agreement shall be issued on the condition that the vessel is included in the EU register of fishing vessels on the IOTC's list of authorised fishing vessels and that all previous obligations of the ship-owner, the captain, or the vessel itself arising out of fishing activities in Madagascar under the Agreement and Malagasy fisheries legislation have been met.

2. Application for a fishing authorisation

The EU shall submit to Madagascar an application for a fishing authorisation in respect of any vessel wishing to fish under the Agreement at least 15 working days before the start of the period of validity requested using the form attached to this Annex as Appendix 1.

The application must be typed or written legibly in block capitals.

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

- i. the proof of payment of the advance payment fee for the period of validity of the fishing authorisation requested;
- ii. the name, address and contact details of:
 - the owner of the fishing vessel;
 - the operator of the fishing vessel;
 - the local agent for the vessel;
- iii. a recent colour photograph of the vessel, showing a lateral view, and at least 15 cm x 10 cm in size;
- iv. the vessel's seaworthiness certificate;
- v. the vessel's registration number;
- vi. the vessel's health certificate, issued by the competent EU authority;
- vii. the fishing vessel's contact details (fax, e-mail, etc.).

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 fee.

3. Advance payment fee

The amount of the advance payment fee shall be set on the basis of the annual rate specified in the technical sheets included in Appendix 2 to this Annex. It shall include all local and national taxes with the exception of port taxes, landing taxes, transshipment taxes and charges for the provision of services.

4. Provisional list of vessels requesting a licence

Once it has received the fishing authorisation applications, the national body responsible for supervising fishing activities shall immediately draw up, for each category of vessel, the provisional list of applicant vessels. This list shall be sent as soon as possible to the EU by the competent Malagasy authority.

The EU shall forward the provisional list to the vessel owner or to the local agent. If the EU offices are closed, Madagascar may send the provisional list directly to the ship-owner or their local agent with a copy to the EU.

5. Issue of the fishing authorisation

Fishing authorisations for all vessels shall be issued to ship-owners or their local agent within fifteen (15) working days of the competent authority receiving the full application. A copy of this fishing authorisation shall be sent immediately to the EU Delegation.

6. List of vessels authorised to fish

Once the fishing authorisation is issued, the national body responsible for supervising fishing activities shall immediately draw up for each category of vessel the final list of vessels authorised to fish in Madagascar's fishing zone. This list shall be sent to the EU immediately and shall replace the provisional list referred to above.

7. Period of validity of the fishing authorisation

Fishing authorisations shall be valid for one year from 1 January to 31 December and be renewable.

8. Documents to be carried

While in the waters of Madagascar or in a Malagasy port, the following documents must be carried on board the fishing vessel at all times:

- (a) the original of the authorisation to fish; however, for a period of one month prior to receipt of this original, a copy of the list of vessels authorised to fish, as provided for in Chapter II, point 6 of this Annex, shall be considered as authentic;
- (b) the documents issued by a competent authority of the fishing vessel's flag state, showing:
 - the number under which the fishing vessel is registered, the vessel's certificate of registry;
 - the Conformity certificate provided for by the International Maritime Organisation (IMO) Torremolinos Convention;
- (c) up-to-date certified drawings or descriptions of the layout of the fishing vessel and in particular, the number of fish holds of the fishing vessels, with the storage capacity expressed in cubic metres;
- (d) if any modification was made to the characteristics of the fishing vessel with respect to its overall length, 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;
- (e) if the fishing vessel is equipped with chilled or refrigerated sea-water tanks, a document certified by a competent authority of the flag state of the vessel indicating the calibration of the tanks in cubic metres;
- (f) if applicable, a ballast water management record book is to be kept updated (dates and times of uptake with positions and volumes, dates and times of discharge with positions and volumes, the treatments performed on this water);

- (g) authorisation to fish outside the waters under the jurisdiction of the flag state issued in respect of the fishing vessel or an extract from the register of vessels authorised by the IOTC;
- (h) a copy of the Malagasy fisheries legislation currently in force.

9. Transfer of fishing authorisation

The fishing authorisation shall be issued for a given vessel and shall not be transferable.

However, where force majeure is proven, at the request of the EU, a vessel fishing authorisation may be replaced by a new authorisation, issued for another similar vessel or a substitute vessel, without payment of a new advance payment. In such a case, the statement of fees for freezer tuna seiners and surface longliners in Chapter IV shall take into account the total catch of the two types of vessel in Madagascar's fishing zone.

The transfer shall involve the return of the fishing authorisation to be replaced by the ship-owner or their local agent in Madagascar and the immediate drawing up by Madagascar of the replacement authorisation. The replacement authorisation shall be issued as soon as possible to the ship-owner or their local agent, when the authorisation to be replaced is returned. The replacement authorisation shall take effect on the day on which the authorisation to be replaced is returned.

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

10. Support vessels

- (1) Support vessels flying an EU flag must be authorised in compliance with the provisions and conditions provided for in Malagasy legislation.

The annual licence fee applicable to the support vessel is EUR 2 500 /year.

- (2) The competent Malagasy authorities shall send the list of these authorisations to the Commission on a regular basis, via the EU Delegation in Madagascar.

CHAPTER III Technical measures

Technical measures applicable to the vessels holding a fishing authorisation, relating to the zone, fishing gear and by-catches, shall be defined for each fishing category in the technical sheets contained in Appendix 2 to this Annex.

The vessels shall comply with the fisheries legislation of Madagascar and all the resolutions adopted by the IOTC (Indian Ocean Tuna Commission).

CHAPTER IV Catch reporting

1. Definition of the fishing trip

For the purposes of this Annex, the duration of a fishing trip by an EU vessel shall be defined as follows:

- the period elapsing between entering and leaving Madagascar's fishing zone, or
- the period elapsing between entering Madagascar's fishing zone and a transshipment in port and/or a landing in Madagascar.

2. Fishing logbook

The captain of an EU vessel fishing under the Agreement shall keep an IOTC fishing logbook, for which the model for each category of fishing is included in Appendices 6 and 7 of this Annex.

The fishing logbook must comply with IOTC resolution 08/04 for longliners and resolution 10/03 for purse seiners.

The fishing logbook shall be completed by the captain for each day the vessel is present in the fishing zone of Madagascar.

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

The fishing logbook shall be filled in legibly, in block capitals, and signed by the captain.

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

3. Catch reporting

The captain shall notify the vessel's catch by submitting its fishing logbooks to Madagascar for the period of its presence in Madagascar's fishing zone.

The fishing logbooks shall be transmitted in one of the following ways:

- i when passing through a Malagasy port, the original of each fishing logbook shall be submitted to the local representative of Madagascar, who shall confirm receipt thereof in writing; a copy of the logbook shall be handed over to the inspection team in Madagascar;
- ii when leaving Madagascar's fishing zone without first passing through a Malagasy port, the original of each fishing logbook shall be sent within a period of 7 (seven) working days after arrival in any other port, and in any case within a period of 15 (fifteen) working days after leaving Madagascar's fishing zone:
 - (a) by e-mail, to the e-mail address given by the national body supervising fishing activities;

- (b) or by fax, to the number given by the national body supervising fishing activities;
- (c) or by letter sent to the national body supervising fishing activities.

The return of the vessel into Madagascar's fishing zone within the period of validity of its fishing authorisation shall give rise to further catch reporting.

The two Parties shall establish from 1 July 2013 a protocol for the electronic exchange of all catch and reporting data based on an electronic logbook; the two Parties shall then plan the implementation of the protocol and the replacement of the paper version of catch reporting with an electronic version by 1 January 2014 at the latest.

The captain shall send a copy of all the fishing logbooks to the EU and the competent flag State authority. For tuna-fishing vessels and surface longliners, the captain shall also send a copy of all the fishing logbooks to the competent national scientific institutes:

USTA (Antsiranana Tuna Statistical Unit) and FMC (Fisheries Monitoring Centre) and to one of the following scientific institutes:

- i. Institut de recherche pour le développement (IRD);
- ii. Instituto Español de Oceanografía (IEO);
- iii. Instituto Português de Investigação Marítima (IPIMAR).

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

4. Final statement of fees for tuna-fishing vessels and surface longliners

For each tuna seiner and surface longliner, the EU shall draw up, on the basis of its catch reporting confirmed by the aforementioned scientific institutes, a final statement of the fees owed by the vessel in respect of its annual season for the previous calendar year.

The EU shall send this final statement to Madagascar and to the ship-owner before 31 July of the year in progress. Madagascar may contest the final statement, on the basis of documentary proof, within 30 working days of its being sent. In the case of disagreement, the Parties shall consult each other in the Joint Committee. If Madagascar does not object within 30 working days, the final statement shall be considered to be adopted.

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 to Madagascar by 30 September of the year in progress. Where the final statement is less than the expected flat-rate fee, the remaining amount may not be reclaimed by the ship-owner.

CHAPTER V

Landings and transshipments

Transshipment at sea is prohibited. All transshipment operations in port shall be monitored in the presence of fishing inspectors from Madagascar.

The captain of an EU vessel wishing to land or to tranship must notify the FMC and at the same time, the Malagasy port authority, at least 48 hours before the landing or transhipment, of the following:

- (a) the name of the fishing vessel wishing to land or tranship and its registration number as recorded in the IOTC register of fishing vessels;
- (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 (as identified by its FAO 3-alpha code).

The transhipment operation shall be subject to a prior authorisation issued by the FMC in Madagascar to the captain or their local agent within 24 hours after the aforementioned notification. The transhipment operation must be carried out in a Malagasy port authorised for this purpose.

In the event of transhipment, in addition to the information contained in points a) to d) above, the captain will also notify the name of the receiving vessel.

The captain of the transporting ship will, upon receipt, notify the Malagasy authorities (the FMC and the port authority) of the quantities of tuna and tuna-like species transhipped onto the vessel and complete and send the transhipment declaration to the FMC and the port authority in Madagascar within 24 hours.

The fishing ports where transhipment operations are authorised in Madagascar are Antsiranana for seiners and Toliara, Ehoala and Toamasina for longliners.

Non-compliance with these provisions will lead to the application of the relevant penalties provided for under the legislation of Madagascar.

EU vessels landing in a Malagasy port shall endeavour to make their by-catches available to the local processing companies at the local market price. Upon request from the EU fishing companies the Regional Directorates for Fisheries of Madagascar shall provide a list and contact details for the local processing companies.

European Union tuna vessels choosing to land their catches in a Malagasy port shall benefit from a reduction of EUR 5 per tonne fished in Madagascar's fishing zone in the fee indicated in Appendix 2 for the fishing category of vessels concerned.

An additional reduction of EUR 5 shall be granted where fisheries products are sold to a processing factory in Madagascar.

CHAPTER VI Checks

1. Entering and leaving the fishing zone

Any entry into or departure from Madagascar's fishing zone by an EU vessel holding a fishing authorisation must be notified to Madagascar within three hours of entry or departure. When notifying its entry or departure, the vessel shall notify in particular:

- i. the date, time and point of passage scheduled;
- ii. the quantity of each target species held on board, as identified by its FAO 3-alpha code and expressed in kilograms of live weight or, if necessary, the number of individual fish;

iii. The quantity of each by-catch species retained on board as identified by its FAO 3-alpha code and expressed in kilograms of live weight or, if necessary, the number of individual fish.

Notification shall be given preferably by e-mail or, failing that, by fax, to an e-mail address or a telephone number or fax number communicated by the FMC, using the form attached to the Annex as Appendix 8. The FMC shall confirm receipt thereof immediately by return e-mail or fax.

The FMC shall immediately inform the vessels concerned and the EU of any change to the e-mail address, telephone number or transmission frequency.

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

Any person infringing this provision shall be liable to the fines and penalties provided for by the Malagasy fisheries law.

The entry/exit catch reports must be kept on board at least for one year from the date of the report transmission.

European Union fishing vessels not authorised to fish shall be the subject of an innocent passage declaration. The content of this declaration shall be the same as that stated in paragraph 1.

2. Cooperation as regards combating IUU fishing

In order to strengthen fisheries monitoring and to combat IUU fishing, European Union fishing vessels shall be encouraged to inform the FMC of the presence of any other fishing vessels in their surroundings.

3. Periodic catch report

When an EU vessel is operating in the waters of Madagascar, the captain of an EU vessel holding a fishing authorisation must notify the FMC, every three days, of catches made in Madagascar's fishing zone. The first catch declaration shall start three days after the date of entry into Madagascar's fishing zone.

Every three days, when notifying its periodic catch report, the vessel shall notify in particular:

- i. the date, time and position on reporting;
- ii. the quantity of each target species caught and held on board during the three-day period, as identified by its FAO 3-alpha code and expressed in kilograms of live weight or, if necessary, the number of individual fish;
- iii. the quantity of each by-catch species retained on board during the three-day period, as identified by its FAO 3-alpha code and expressed in kilograms of live weight or, if necessary, the number of individual fish;
- iv. the quantity of each by-catch species discarded at sea during the three-day period, as identified by its FAO 3-alpha code and expressed in kilograms of live weight or, if necessary, the number of individual fish;
- v. product presentation;
- vi. for tuna purse seiners:
 - number of successful sets using fish aggregating devices since the last report;
 - number of successful sets on free school since the last report;
 - number of unsuccessful sets.

- vii. For tuna longline fishing vessels:
- number of sets since last report;
 - number of hooks deployed since last report.

Notification shall be given preferably by e-mail or, failing that, by fax, to an e-mail address or a telephone number communicated by the FMC, using the form attached to the Annex as Appendix 8. The FMC shall immediately inform the vessels concerned and the EU of any change to the e-mail address, telephone number or transmission frequency.

Any vessel found to be fishing in Madagascar's fishing zone without having notified its three-day periodic catch report shall be considered to be an unauthorised fishing vessel. Any person infringing this provision shall be liable to the fines and penalties provided for by the Malagasy fisheries law.

The periodic catch reports must be kept on board at least during 1 year from the date of the transmission of the report.

4. Inspection at sea

Inspection at sea in Madagascar's fishing zone of EU vessels holding a fishing authorisation shall be carried out by inspectors from Madagascar who are clearly identifiable as being responsible for carrying out fisheries checks.

Before going on board, the authorised inspectors shall inform the EU vessel on VHF channel 16 of their decision to carry out an inspection. The inspection shall be carried out by fisheries inspectors, who must provide proof of their inspection warrant and identity and rank as inspectors before carrying out the inspection.

The authorised inspectors shall stay on board the EU vessel only for the time necessary to carry out the tasks related to the inspection. They shall carry out the inspection in such a way as to minimise the impact on the vessel, its fishing activity and cargo.

At the end of each inspection, the authorised inspectors shall draw up an inspection report. The captain 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 captain of the EU vessel.

The authorised inspectors shall give a copy of the inspection report to the captain of the EU vessel before leaving the vessel. In case of infringement, a copy of the notification of the infringement should also be sent to the EU in accordance with the provisions of chapter VIII.

5. Inspection in port in cases of landing and transhipment

The inspection of EU fishing vessels which land or tranship their catch in a Malagasy port shall be carried out by inspectors from Madagascar who are clearly identifiable as being responsible for carrying out fishing checks.

Inspectors must provide proof of their inspection warrant and identity and rank as inspectors before carrying out the inspection. The Malagasy inspectors shall only stay on board the EU vessel for the time necessary to carry out the tasks related to the inspection and shall conduct

the inspection in such a way as to minimise the impact on the vessel, the landing or transshipment operation and the cargo.

At the end of each inspection, the Malagasy inspectors shall draw up an inspection report. The captain 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 captain of the EU vessel.

The Malagasy inspectors shall provide a copy of the inspection report to the captain of the EU vessel at the end of the inspection.

In cases of infringement, a copy of the notification of the infringement shall also be sent to the EU in accordance with the provisions of chapter VIII.

CHAPTER VII Satellite-based vessel monitoring system (VMS)

1. Vessel position messages – VMS system

EU 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 fishing control centre (Fisheries Monitoring Centre – FMC) of their flag state.

Each position message must contain:

- a. 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 speed and the course of the vessel.

Each position message must be configured in accordance with the format included in Appendix 9 to this Annex.

The first position recorded after entry into Madagascar's 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 Madagascar zone, which shall be identified by the code 'EXI'. 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.

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

The captain shall ensure at all times that the VMS system of their vessel is fully operational and that the position messages are correctly transmitted to the FMC of the flag state.

EU vessels with defective VMS systems are not authorised to enter the fishing zone of Madagascar.

If the vessel is already operating in Madagascar's fishing zone, in the event of breakdown, the VMS system of the vessel shall be repaired or replaced as soon as possible and within 15 days at the latest. After that period, the vessel shall no longer be authorised to fish in Madagascar's zone.

Vessels fishing in the waters of Madagascar with a defective VMS system must communicate their position messages by e-mail or fax to the FMC of the flag state and of Madagascar, at least every six hours, and must provide all the compulsory information.

3. Secure communication of the position messages to Madagascar

The FMC of the flag state shall automatically send the position messages of the vessels concerned to the FMC in Madagascar. The FMC of the flag state and of Madagascar 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 that of Madagascar shall be carried out electronically using a secure communication system.

The FMC in Madagascar shall inform the flag state FMC and the EU 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 departure from the zone.

4. Malfunction of the communication system

Madagascar shall ensure the compatibility of its electronic equipment with that of the flag state FMC and inform the EU 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 disputes which may arise.

The captain shall be considered to be responsible for any proven manipulation of the vessel's VMS system aimed at disturbing its operation or falsifying its position messages. Any infringements shall be subject to the penalties provided for by the Malagasy legislation in force.

5. Revision of the frequency of position messages

On the basis of documentary evidence proving an infringement, the FMC in Madagascar may ask the flag state FMC, copying the EU into such correspondence, 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 by the FMC in Madagascar to the flag state FMC and the EU. The flag state FMC shall immediately send the position messages to Madagascar at the new frequency.

The FMC in Madagascar shall then immediately notify the flag State Control Centre and the European Commission of the end of the inspection procedure.

At the end of the set investigation period, the FMC in Madagascar shall inform the flag state FMC and the EU of the possible follow up, if any.

CHAPTER VIII

Infringements

Failure to comply with any of the rules and provisions of the Protocol, measures to ensure the management and conservation of living resources or fisheries legislation in force in Madagascar may be subject to penalties in the form of fines, suspension, cancellation or non-renewal of the vessel's fishing authorisation.

1. Handling of infringements

Any infringement committed in Madagascar's fishing zone by an EU vessel holding a fishing authorisation in accordance with the provisions of this Annex must be referred to in an (inspection) report.

In the case of an on-board inspection, the signature of the inspection report by the captain shall be without prejudice to the ship-owner's right of defence in respect of an established infringement. Should the captain refuse to sign the inspection report, they will write the reasons for their refusal in the inspection report with the statement 'refusal to sign'.

In cases of any infringement in Madagascar's fishing zone by an EU vessel holding a fishing authorisation, notification of the infringement in question and the additional penalties imposed on the captain or the fishing company shall be sent directly to the ship-owners in line with the procedures set out in Madagascar's fisheries legislation. A copy of the notification shall be sent to the vessel's flag state and to the EU within 72 hours.

2. Detention of a vessel

Should an infringement be established, any EU vessel having committed an infringement may be forced to cease its fishing activity and, where the vessel is at sea, to return to a Malagasy port, in accordance with the Malagasy legislation in force.

Madagascar shall provide electronic notification to the EU, within 24 hours, of any detentions of an EU vessel holding a fishing authorisation. The notification shall provide the reasons for the detention and/or continued retention.

Before taking any measure against the vessel, the captain, the crew or the cargo, with the exception of measures aimed at protecting evidence, the FMC in Madagascar shall organise, within one working day following notification of the detention of the vessel, an information meeting to clarify the events which have resulted in the vessel's detention and to explain any possible further action. Representatives of the vessel's flag state and ship-owner may attend this information meeting.

3. Penalties for infringements - Compromise procedure

The penalty for an established infringement shall be established by Madagascar according to the provisions of the national legislation in force.

A compromise procedure shall be launched prior to legal procedures between the authorities of Madagascar and the EU vessel in order to settle the issue amicably. A representative of the vessel's flag state may be involved in this compromise procedure. The compromise procedure shall finish at the latest 72 hours after notification of the vessel's detention.

4. Legal proceedings – Bank guarantee

If the abovementioned compromise procedure is unsuccessful and the infringement is brought before the competent court, the owner of the vessel which committed the infringement shall deposit a bank guarantee with the Public Treasury of Madagascar, the amount of which, as established by Madagascar, shall cover the costs linked to the detention of the vessel, the estimated fine and any compensation. The bank guarantee may not be recovered until the legal proceedings have been concluded.

The bank guarantee shall be released and returned to the ship-owner as soon as possible 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 guarantee;

Madagascar shall inform the EU of the outcome of the legal proceedings within eight days of the judgment being delivered.

5. Release of the vessel and the crew

The vessel and its crew shall be authorised to leave the port once the penalty resulting from a compromise procedure, or once the bank guarantee has been deposited with the Public Treasury of Madagascar. The vessel shall be released and its crew authorised to leave the port:

- once the obligations arising under the compromise settlement have been fulfilled, or
- when the aforementioned bank guarantee has been lodged and accepted by the Ministry responsible for Fisheries, pending the conclusion of the legal proceedings.

CHAPTER IX Signing-on of seamen

1. Number of seamen to be signed on

Owners of tuna seiners and surface longliners 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 third country shall be of ACP origin,
- for the fleet of surface longliners, at least 20% of the seamen signed on during the fishing season in the fishing zone of the third country shall be of ACP origin.

Ship-owners shall endeavour to take on board additional seamen of Malagasy origin.

2. Seamen's contracts

The International Labour Organisation (ILO) Declaration on Fundamental Principles and Rights at Work shall apply as of right to seamen signed on by EU 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.

The employment contracts of ACP seamen shall be drawn up between the ship-owners' representative(s) and the seamen and/or their trade unions or representatives; a copy of these contracts shall be given to the signatories. These contracts shall guarantee the seamen the social security cover applicable to them, including life assurance and sickness and accident insurance.

3. Seamen's wages

The wages of the ACP seamen shall be paid by the ship-owners. They shall be set by mutual agreement between the ship-owners or their representatives and the seamen and/or their trade unions or representatives. However, the wage conditions granted to ACP seamen shall not be lower than those applied to crews from their respective countries and shall under no circumstances be below ILO standards.

4. Seamen's obligations

All seamen employed aboard European Union vessels shall report to the captain 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, ship-owners shall be automatically absolved of their obligation to take the seaman on board.

CHAPTER X Observers

1. Observation of fishing activities

Both Parties recognise the importance of fulfilling the obligations under IOTC Resolutions with regards to the Scientific Observer Programme.

For the purposes of compliance with these obligations, the provisions applicable to observers are as follows, except in cases of space limitations due to safety requirements.

Vessels authorised to fish in the waters of Madagascar under the Fisheries Partnership Agreement shall take on board observers appointed by the authorities of Madagascar to ensure that these obligations have been complied with on the terms set out below.

European Union vessels shall, at the request of the authorities of Madagascar, take on board one observer in order to reach the cover rate of 10% of licensed vessels. Nevertheless, vessels less than 100 GT are not subject to this measure.

2. Designated vessels and observers

The authorities of Madagascar shall draw up a list of vessels designated to take an observer on board. This list shall be kept up to date. It shall be forwarded to the European Commission as soon as it has been drawn up.

The authorities of Madagascar shall inform the ship-owners concerned of the name of the observers appointed to be taken on board their vessel no later than 15 days before the observer's planned embarkation date.

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

3. Observer's salary

The cost of taking the observer aboard and putting them ashore outside Madagascar shall be borne by the ship-owner. The salary and social contributions of the observer shall be borne by the authorities of Madagascar.

With regard to any vessel taking aboard an observer, the ship-owner shall be asked to pay a contribution of EUR 20 for each day on board. This sum shall be paid to the Observers Programme administered by the FMC.

4. Embarkation conditions

The embarkation conditions for the observer, in particular the duration of presence on board, shall be defined by mutual agreement between the ship-owner or its local agent and Madagascar.

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

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

Captains shall take all the measures for which they are responsible to guarantee the physical safety and general wellbeing of the observer.

Observers shall be offered every facility needed to carry out their duties. They shall have access to means of communication and any documents on board, and to documents relating to the fishing activities of the vessel, in particular the fishing logbook, freeze log and navigation log, and the parts of the vessel directly linked to their duties.

5. Embarkation and landing of observers

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

The ship-owner or its representative shall notify Madagascar, with a notice period of 10 days before 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.

If the observer does not arrive to embark within 12 hours of the date and time set, the ship-owner shall be automatically discharged from its obligation to allow the observer to embark.

It shall be free to leave the port and start fishing operations.

If the observer is not disembarked in a Malagasy port, the ship-owner shall bear the costs of accommodation and food during the time the observer is waiting for a repatriation flight.

If the vessel does not arrive at the agreed time at a previously agreed port to receive an observer, the owner shall pay the costs relating to the observer's inability to board while waiting at the port (accommodation, food, etc.).

If the vessel fails to appear, without having provided the FMC with prior notification, Madagascar may suspend the fishing authorisation for the vessel in question.

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.

The observers shall communicate observations by radio, fax or e-mail at least once a week while the vessel is operating in Madagascar's fishing zone, including the quantity of catches and by-catches on board and any other duties as required by the authority.

7. Observer's report

Before leaving the vessel, the observer shall submit a report of his observations to the captain of the vessel. The captain 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 captain. The captain shall receive a copy of the observer's report.

The observer shall send his report to Madagascar, which shall send a copy of it to the EU within 15 working days of the observer's disembarkation.

LIST OF APPENDICES:

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Appendix 9 – Format of VMS position message

MINISTRY FOR FISHERIES OF MADAGASCAR

APPLICATION FOR A LICENCE FOR FOREIGN INDUSTRIAL FISHING VESSELS

1. Name of ship-owner:.....
2. Address of ship-owner:
3. Name of representative or agent:
4. Address of ship-owner’s representative or local agent:
5. Name of captain:
6. Name of vessel:.....
7. Registration No:
8. Fax No:.....
9. E-mail address:
10. Radio Call Sign:
11. Date and place of construction:.....
12. Flag country:.....
13. Port of registration:
14. Port of fitting out:.....
15. Length (L.O.A.)
16. Beam:
17. Gross Tonnage (UMS) :.....
18. Hold capacity:
19. Cold storage and freezing capacity:
20. Engine type and power:
21. Fishing gear:
22. Number of crew:

- 23. Communications equipment:
- 24. Call sign:
- 25. Identification markings:
- 26. Fishing operations to be carried out:
- 27. Place of landing:
- 28. Fishing zones:
- 29. Species to be caught:.....
- 30. Period of validity:
- 31. Special conditions:

Opinion of the Directorate-General for Fisheries and Aquaculture:

Comments of the Ministry responsible for fisheries:

Appendix 2 – TECHNICAL SHEET

Fishing zone:	
<ul style="list-style-type: none"> - Beyond 20 nautical miles from the base lines. Area indicated in Appendices 3 and 4. - A protection area of 3 miles around national fish aggregating devices must be complied with. - The surface longliners covered by this Protocol may not fish in the areas of the Leven Bank and Castor Bank, the coordinates of which are indicated in Appendix 5. 	
Authorised gear:	
<ul style="list-style-type: none"> • Seine • Surface longliners 	
By-catches:	
<ul style="list-style-type: none"> • IOTC recommendations complied with 	
Fees to be paid by ship-owners/catch equivalent:	
Fee to be paid by ship-owners per tonne caught	EUR 35/tonne
Cost of annual advance payments paid by ship-owners:	<ul style="list-style-type: none"> • EUR 4 900 EUR for 140 tonnes per tuna seiner • EUR 3 675 per 105 tonnes per surface longliner over 100 GT • EUR 1 750 per 50 tonnes per surface longliner equal to or less than 100 GT
Number of vessels authorised to fish	<p>40 seiner vessels</p> <p>34 surface longliner vessels > 100 GT</p> <p>22 surface longliner vessels ≤ 100 GT</p>
Other	
<ul style="list-style-type: none"> • Feed per support vessel: EUR 2 500 per vessel 	
<ul style="list-style-type: none"> • Seamen: <ul style="list-style-type: none"> - for the fleet of tuna seiners, at least 20% of the seamen signed on during the tuna-fishing season in the fishing zone of 	

third countries shall be of ACP origin,

- for the fleet of surface longliners, at least 20% of the seamen signed on during the fishing season in the fishing zone of the third country shall be of ACP origin.

- Ship-owners shall endeavour to take on board additional seamen of Malagasy origin.

- **Observers:**

- European Union vessels shall, at the request of the authorities of Madagascar, take on board one observer in order to reach the cover rate of 10% of licensed vessels. Nevertheless, vessels less than 100 GT are not subject to this measure.

- With regard to any vessel taking aboard an observer, the ship-owner is asked to pay a contribution of EUR 20 for each day on board. This sum shall be paid to the Observers Programme administered by the FMC.

Appendix 3 – Coordinates (latitude and longitude) of Madagascar’s Fishing Zone

Coordonnées (latitudes et longitudes) de la zone de pêche (ZP) de Madagascar
(voir aussi carte géographique annexée en appendice 4)

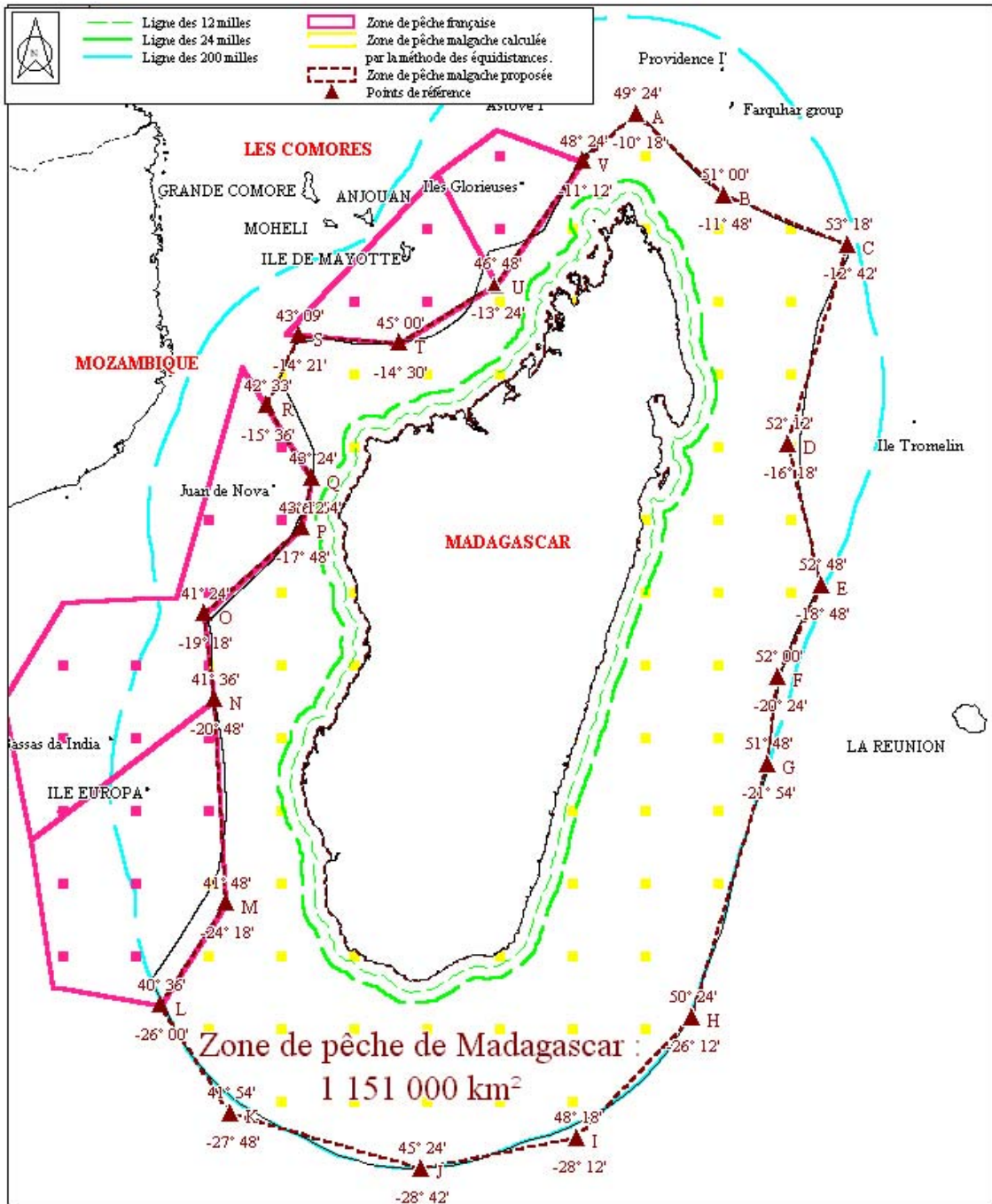
Réf	Coordonnées en deg. déc.		Coordonnées en deg. mn	
	X	Y	X	Y
A	49,40	-10,3	49°24'E	10°18'S
B	51	-11,8	51°0'E	11°48'S
C	53,3	-12,7	53°18'E	12°42'S
D	52,2	-16,3	52°12'E	16°18'S
E	52,8	-18,8	52°48'E	18°48'S
F	52	-20,4	52°0'E	20°24'S
G	51,8	-21,9	51°48'E	21°54'S
H	50,4	-26,2	50°24'E	26°12'S
I	48,3	-28,2	48°18'E	28°12'S
J	45,4	-28,7	45°24'E	28°42'S
K	41,9	-27,8	41°54'E	27°48'S
L	40,6	-26	40°36'E	26°0'S
M	41,8	-24,3	41°48'E	24°18'S
N	41,6	-20,8	41°36'E	20°48'S
O	41,4	-19,3	41°24'E	19°18'S
P	43,2	-17,8	43°12'E	17°48'S
Q	43,4	-16,9	43°24'E	16°54'S
R	42,55	-15,6	42°33'E	15°36'S
S	43,15	-14,35	43°9'E	14°21'S
T	45	-14,5	45°0'E	14°30'S
U	46,8	-13,4	46°48'E	13°24'S
V	48,4	-11,2	48°24'E	11°12'S

BOUNDARIES OF THE AREA IN WHICH FISHING IS PROHIBITED (in degree minutes)

Point	Latitude	Longitude
1	12°18.44S	47°35.63
2	11°56.64S	47°51.38E
3	11°53S	48°00E
4	12°18S	48°14E
5	12°30S	48°05E
6	12°32S	47°58E
7	12°56S	47°47E
8	13°01S	47°31E
9	12°53S	47°26E

APPENDICE 4 : Zone de pêche de Madagascar.

Echelle : 1 / 14 000 000 ème.



Edition : Septembre 2003

0 250 500
en kilomètre

ZONE DE PÊCHE DE MADAGASCAR :

- A l'ouest : Calage de la zone de pêche de Madagascar sur la zone de pêche française.
- Au sud et au sud-est : Calage sur la ligne des 200 milles calculée à partir du trait de cote.
- Au nord et à l'est : Calage sur la zone de pêche calculée par la méthode des équidistances.
- Simplification de la délimitation à partir de points de référence.

Appendix 5 – Geographical coordinates and map of the fishing zone in which fishing by surface longliners is prohibited

Point	Latitude	Longitude
1	12°18.44S	47°35.63
2	11°56.64S	47°51.38E
3	11°53S	48°00E
4	12°18S	48°14E
5	12°30S	48°05E
6	12°32S	47°58E
7	12°56S	47°47E
8	13°01S	47°31E
9	12°53S	47°26E

Appendix 6 – Fishing logbook – Statement of catch form for tuna seiners

Statement of catch form for tuna seiners / Fiche de déclaration de captures pour thoniers senneurs

DEPART / SALIDA / DEPARTURE						ARRIVEE / LLEGADA / ARRIVAL						NAVIRE / BARCO / VESSEL						PATRON / PATRON / MASTER						FEUILLE												
PORT / PUERTO / PORT DATE / FECHA / DATE HEURE / HORA / HOUR LOCH / CORREDERA / LOCH						PORT / PUERTO / PORT DATE / FECHA / DATE HEURE / HORA / HOUR LOCH / CORREDERA / LOCH																		HOJA / SHEET N°												
DATE		POSITION (chaque calée ou midi)				CALEE				CAPTURE ESTIMEE												ASSOCIATION ASSOCIACION						COMMENTAIRES				COURANT				
						1 ALBACORE RABIL YELLOWFIN		2 LISTAO LISTADO		3 PATUDO PATUDO BIGEYE		AUTRE ESPECE préciser le/les nom(s) OTRA ESPECIE dar el/los nombre(s) OTHER SPECIES give name(s)			REJETS préciser le/les nom(s) DESCARTES dar el/los nombre(s) DISCARDS give name(s)													Route/Recherche, problèmes divers, type d'épave (naturelle/artificielle, balisée, bateau), prise accessoire, taille du banc, autres associations, ... Ruta/Busca problemas varios tipo de								
						Taille Talla Size	Capture Captura	Taille Talla Size	Capture Captura	Taille Talla Size	Capture Captura	Nom Nombre Name	Taille Talla Size	Capture Captura	Nom Nombre Name	Taille Talla Size	Capture Captura																			
Une calée par ligne / Uno lance cada línea / One set by line																																				

SIGNATURE DATE

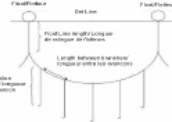
Appendix 7 – Fishing logbook – Statement of catch form for surface longliners

SEYCHELLES FISHING AUTHORITY
 P.O.Box 406, Fishery Post, Mahé, Republic of Seychelles
 Telephone: 07030 Fax: 234639 E-mail: manager@sfh.sc

Logbook for Tuna Longliners

Vessel Information	
Flag Country:	
Company Name:	
Vessel Name:	
Official Number:	Vessel Size
Call Sign:	Gross Tonnage, GT (MT):
License Number:	Overall length, LOA (m):
Logbook for Month: _____ of Year: _____	

Cruise Information		Report Information	
Departure Date:		Arrival Date:	
Departure Port:		Arrival Port:	
Captain:		NO. Of Crew:	
Gear configuration		Main Line material	Tick
Set Line length (m):		Thick Rope (Cremona Rope)	Tuna
Branchline length (m):		Thin rope (PK or Other materials)	Swordfish
Roadline length (m):		Nylon braided	Others
Length between branches (m):		Nylon Monoftament	



- Notes:**
1. Use one Sheet per month and one line per day
 2. Use DDMM/YYYY for Dates
 3. In each set catch should be given in both number and weight (in kg)
 4. For SST use value with one decimal point
 5. After each species record the type of weight as follows:
 HG: Headed and Guttled LD: Lohs
 GG: Gilled and Guttled WL: Whole
 6. All information reported herein will be kept strictly confidential

DATE	Position		Fishing Effort			Tunas						Billfishes						Sharks						Other Fish		Weight (kg)	Type of gear used	NO Fishermen	Remarks (discards or other information)				
	Latitude	Longitude	Set	Hours	Days	Yellowfin (YFT)		Skipjack (SKJ)		Boni (BN)	Mako (MA)	Coryphaena (CP)		Scorpaenid (SC)		Mako Shark (MS)		Cownose (CW)		Other Shark (OS)		Other Species											
			12:45	30.2	1000	NO	kg	NO	kg			NO	kg	NO	kg	NO	kg	NO	kg	NO	kg		NO	kg	NO					kg			
1	25° 20' N	160° 20' E	12:45	30.2	1000	3000																								36000	Squid	10	
2																																	
3																																	
4																																	
5																																	
6																																	
7																																	
8																																	
9																																	
10																																	
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27																																	
28																																	
29																																	
30																																	
31																																	
Total																																	

COMMUNICATION FORMAT REPORTS

1. ENTRY REPORT FORMAT (WITHIN 3 HOURS BEFORE ENTRY)

ADDRESSEE: MADAGASCAR FMC

ACTION CODE: IN

VESSEL NAME:

INTERNATIONAL RADIO CALL SIGN:

FLAG COUNTRY:

TYPE OF VESSEL:

LICENCE NO:

POSITION OF ENTRY:

DATE AND HOUR (UTC) OF ENTRY:

TOTAL QUANTITY OF FISH ON BOARD (KG):

- YFT (Albacore/Yellowfin tuna/*Thunnus albacares*) in kg:

- SKJ (Listao/Skipjack/*Katsuwonus pelamis*) in kg:

- BET (Patudo/Bigeye tuna/*Thunnus obesus*) in kg:

- ALB (Germon/Albacore tuna/*Thunnus alalunga*) in kg:

- OTHERS (SPECIFY) in kg:

2. EXIT REPORT FORMAT (WITHIN 3 HOURS BEFORE THE EVENT)

ADDRESSEE: MADAGASCAR FMC

ACTION CODE: OUT

VESSEL NAME:

INTERNATIONAL RADIO CALL SIGN:

FLAG COUNTRY:

TYPE OF VESSEL:

LICENCE NO:

POSITION OF EXIT:

DATE AND HOUR (UTC) OF EXIT:

TOTAL QUANTITY OF FISH ON BOARD (KG):

- YFT (Albacore/Yellowfin tuna/*Thunnus albacares*) in kg:
- SKJ (Listao/Skipjack/*Katsuwonus pelamis*) in kg:
- BET (Patudo/Bigeye tuna/*Thunnus obesus*) in kg:
- ALB (Germon/Albacore tuna/*Thunnus alalunga*) in kg:
- OTHERS (SPECIFY) in kg:

3. WEEKLY CATCH REPORT FORMAT (EVERY THREE DAYS WHILST THE VESSEL IS OPERATING IN MALAGASY WATERS)

ADDRESSEE: MADAGASCAR FMC

ACTION CODE: WCRT

VESSEL NAME:

INTERNATIONAL RADIO CALL SIGN:

FLAG COUNTRY:

TYPE OF VESSEL:

LICENCE NO:

TOTAL QUANTITY OF FISH ON BOARD (KG):

- YFT (Albacore/Yellowfin tuna/*Thunnus albacares*) in kg:

- SKJ (Listao/Skipjack/*Katsuwonus pelamis*) in kg:

- BET (Patudo/Bigeye tuna/*Thunnus obesus*) in kg:

- ALB (Germon/Albacore tuna/*Thunnus alalunga*) in kg:

- OTHERS (SPECIFY) in kg:

- NUMBER OF SETS MADE SINCE LAST REPORT

All reports shall be transmitted to the competent authority at:

Fax No: **+261 20 22 490 14**

E-mail: **csp-mprh@blueline.mg**

Centre de Surveillance des Pêches de Madagascar, B.P.60 114 Antananarivo

**COMMUNICATION OF VMS MESSAGES TO MADAGASCAR
POSITION REPORT**

Data Element	Code	Mandatory/ Optional	Comments
Start record	SR	M	System detail – indicates start of record
Addressee	AD	M	Message detail – recipient. Alpha-3 ISO country code
From	FR	M	Message detail – sender. Alpha-3 ISO country code
Flag State	FS	O	
Type of message	TM	M	Message detail – message type ‘POS’
Radio call sign	RC	M	Vessel detail – international radio call sign of vessel
Contracting Party internal reference number	IR	O	Vessel detail – unique Contracting Party number (flag State ISO3 code followed by number)
External registration number	XR	M	Vessel detail – number marked on side of vessel
Latitude	LA	M	Vessel position detail – position in degrees and minutes N/S DDMM (WGS-84)
Longitude	LO	M	Vessel position detail – position in degrees and minutes E/W DDMM (WGS-84)
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 - indicates end of record

Character set: ISO 8859.1

Each data transmission is structured as follows:

- a double slash (//) and field code indicate the start of the message,
- a single slash (/) separates the field code and the data.

Optional data elements have to be inserted between the start and end of the record.

LEGISLATIVE FINANCIAL STATEMENT

1. LEGISLATIVE FINANCIAL STATEMENT

1. **FRAMEWORK OF THE PROPOSAL/INITIATIVE**

- 1.1. Title of the proposal/initiative
- 1.2. Policy area(s) concerned in the ABM/ABB structure
- 1.3. Nature of the proposal/initiative
- 1.4. Objective(s)
- 1.5. Grounds for the proposal/initiative
- 1.6. Duration and financial impact
- 1.7. Management method(s) envisaged

2. **MANAGEMENT MEASURES**

- 2.1. Monitoring and reporting rules
- 2.2. Management and control system
- 2.3. Measures to prevent fraud and irregularities

3. **ESTIMATED FINANCIAL IMPACT OF THE PROPOSAL/INITIATIVE**

- 3.1. Heading(s) of the multiannual financial framework and expenditure budget line(s) affected
- 3.2. Estimated impact on expenditure
 - 3.2.1. *Summary of estimated impact on expenditure*
 - 3.2.2. *Estimated impact on operational appropriations*
 - 3.2.3. *Estimated impact on appropriations of an administrative nature*
 - 3.2.4. *Compatibility with the current multiannual financial framework*
 - 3.2.5. *Third-party participation in financing*
- 3.3. Estimated impact on revenue

LEGISLATIVE FINANCIAL STATEMENT

1. FRAMEWORK OF THE PROPOSAL/INITIATIVE

1.1. Title of the proposal/initiative

Proposal for a Council Decision on the allocation of the fishing opportunities under the Protocol agreed between the European Union and the Republic of Madagascar setting out fishing opportunities and the financial contribution provided for in the Fisheries Partnership Agreement between the two parties currently in force.

1.2. Policy area(s) concerned in the ABM/ABB structure⁷

11. – Maritime Affairs and Fisheries

11.03 - International fisheries and law of the sea

1.3. Nature of the proposal/initiative

The proposal/initiative relates to a **new action**

The proposal/initiative relates to a **new action following a pilot project/preparatory action**⁸

The proposal/initiative concerns **the extension of an existing action**

The proposal/initiative relates to **an action redirected towards a new action**

1.4. Objective(s)

1.4.1. *The Commission's multiannual strategic objective(s) targeted by the proposal/initiative*

The negotiation and conclusion of fisheries agreements with third countries meets the general objective of maintaining and safeguarding the fishing activities of the European Union fleet, including the distant-water fleet, and developing relations in a spirit of partnership with the Third Countries in question with a view to strengthening the sustainable exploitation of fishery resources outside EU waters.

The Fisheries Partnership Agreements (FPAs) also ensure coherence between the principles governing the Common Fisheries Policy and the commitments made under other European policies (sustainable use of third-country resources, combating illegal, unreported and unregulated (IUU) fishing, integration of partner countries into the global economy and better political and financial governance of fisheries).

1.4.2. *Specific objective(s) and ABM/ABB activity(ies) concerned*

Specific Objective 1:

⁷ ABM: activity-based management – ABB: activity-based budgeting.

⁸ As referred to in Article 49(6)(a) or (b) of the Financial Regulation.

To contribute to sustainable fishing in non-EU waters, maintain a European presence in distant-water fisheries and protect the interests of the European fisheries sector and of consumers by negotiating and concluding FPAs with coastal states, in keeping with other European policies.

ABM/ABB activities concerned

Maritime affairs and fisheries, international fisheries and law of the sea, international fisheries agreements (budget line 11.0301)

1.4.3. *Expected result(s) and impact*

Specify the effects which the proposal/initiative should have on the beneficiaries/groups targeted.

The conclusion of the Protocol will help maintain the fishing opportunities for European vessels in the fishing zone of Madagascar.

The Protocol will also contribute to better management and conservation of fishery resources, through financial support (sectoral support) for the implementation of the annual and multiannual programmes adopted at national level by the partner country.

1.4.4. *Indicators of results and impact*

Specify the indicators for monitoring implementation of the proposal/initiative.

Rates of utilisation of fishing opportunities (annual uptake of fishing authorisations as a percentage of availability under the Protocol);

Gathering and analysing data on catches and the commercial value of the Agreement;

Contribution to employment and to added value in the EU and to stabilising the EU market (in aggregate with other FPAs);

Number of technical meetings and meetings of the Joint Committee.

1.5. Grounds for the proposal/initiative

1.5.1. *Requirement(s) to be met in the short or long term*

The Protocol for the 2007-12 period will expire on 31 December 2012. It is intended that the new Protocol will apply provisionally from the date of signature. A procedure for the adoption by the Council of a Decision regarding the provisional implementation of the Protocol has been launched in parallel with this procedure.

The new Protocol will provide a framework for the fishing activities of the European fleet and will, in particular, allow ship-owners to continue to obtain fishing authorisations in Madagascar's fishing zone. In addition, the new Protocol enhances cooperation between the EU and Madagascar, with a view to promoting the development of a sustainable fishing policy. It provides, in particular, for the vessels to be monitored via VMS and for the electronic transmission of catch data as well as specific clauses for the embarkation of seamen and observers.

1.5.2. *Added value of EU involvement*

As regards this new Protocol, failure to act by the EU would allow private agreements to emerge which would not guarantee sustainable fisheries. The European Union also hopes that with this Protocol, Madagascar will continue to cooperate effectively with the EU to ensure sustainable fishing.

The funds available under the Protocol will also allow Madagascar to continue its strategic planning efforts for the implementation of its fisheries policies.

1.5.3. *Lessons learned from similar experiences in the past*

The ex-post evaluation of the previous Protocol would recommend that it be renewed for the following reasons:

- The agreement makes it possible to have access to a resource which is not exploited by the national sector and ensures the smooth running of the national tuna processing industry which is of great direct and indirect socio-economic importance for the entire North region of Madagascar.

- The agreement also makes it possible for the authorities of Madagascar to perform MCS (monitoring, control and surveillance) and to monitor the wholesomeness of the products, which is beneficial for the entire seafood, fisheries and aquaculture sector in Madagascar.

- The agreement has a direct impact on the economic activity in Madagascar of all the operators in the sector, by enabling these players to take advantage of resources within the constraints of controlled management, and to monitor the wholesomeness of the products, irrespective of their destination and finally by enabling exporters to supply the markets where there is a demand for their products, notably the EU market.

- The fisheries agreement has gone beyond its original scope of providing access to a resource under balanced technical and financial conditions and has become a key factor upon which the maintenance of the fisheries/aquaculture sector in Madagascar and the thousands of jobs it has created depends.

- The fishing activity developed within the framework of the agreement does not interact with national fishing, with the exception of longline fishing which will have to adapt to the development of a Malagasy fleet.

- The agreement is financially balanced in terms of reference tonnage and fee levels. The sectoral partnership which has been commenced is an indicator of the trust between the two parties.

The agreement is also important as regards supporting action taken by the EU particularly regarding combating IUU fishing. It provides a framework for bilateral sectoral dialogue, which complements in an effective manner the frameworks for existing bilateral and multilateral dialogue in the region.

1.5.4. *Coherence and possible synergy with other relevant instruments*

Funds paid out under FPAs constitute fungible revenue in the budgets of the third-country partners. However, the allocation of parts of these funds for the implementation of measures within the framework of the country's sectoral policy is a condition for the conclusion and monitoring of FPAs. These financial resources are compatible with other sources of funding from other providers of international funding in order to carry out projects and/or programmes at national level in the fisheries sector.

1.6. Duration and financial impact

Proposal/initiative of **limited duration**

- Proposal/initiative in force from the date of signature of the protocol and for a duration of two years.
- Financial impact from 2013 to 2014

Proposal/initiative of **unlimited duration**

- Implementation with a start-up period from YYYY to YYYY,
- Followed by full-scale operation.

1.7. Management method(s) envisaged⁹

Centralised direct management by the Commission

Centralised indirect management with the delegation of implementation tasks to:

- executive agencies
- bodies set up by the Communities¹⁰
- national public-sector bodies/bodies with public-service mission
- persons entrusted with the implementation of specific actions pursuant to Title V of the Treaty on European Union and identified in the relevant basic act within the meaning of Article 49 of the Financial Regulation

Shared management with the Member States

Decentralised management with third countries

Joint management with international organisations (*to be specified*)

If more than one management mode is indicated, please provide details in the "Comments" section.

Notes

⁹ Details of management modes and references to the Financial Regulation may be found on the BudgWeb site: http://www.cc.cec/budg/man/budgmanag/budgmanag_en.html

¹⁰ As referred to in Article 185 of the Financial Regulation.

2. MANAGEMENT MEASURES

2.1. Monitoring and reporting rules

Specify frequency and conditions.

The Commission (DG MARE, in collaboration with its fisheries counsellor in Mauritius and the European Union's Delegation in Madagascar) will ensure regular monitoring of the implementation of this Protocol, particularly as regards operators' use of fishing opportunities and in terms of catch data.

The Fisheries Partnership Agreement also provides for at least one annual meeting of the Joint Committee, at which the Commission and the third country concerned review the implementation of the Agreement and the Protocol thereto and, if necessary, adjust the programming and, where applicable, the financial contribution.

2.2. Management and control system

2.2.1. Risk(s) identified

There is some risk involved in setting up a fisheries protocol, particularly with regard to the amounts intended to finance the sectoral fisheries policy (under-programming).

2.2.2. Control method(s) envisaged

Extensive dialogue is planned on the programming and implementation of the sectoral policy. Joint analysis of progress, as referred to in paragraph 2.1, also forms part of these control methods.

In addition, the Protocol contains specific clauses for its suspension, under certain conditions and in given circumstances.

2.3. Measures to prevent fraud and irregularities

Specify existing or envisaged prevention and protection measures

The Commission undertakes to try to establish permanent political dialogue and cooperation with a view to improving the management of the Agreement and strengthening the EU's contribution to the sustainable management of resources. In any case, any payment which the Commission makes under a Fisheries Partnership Agreement is subject to the Commission's standard rules and budgetary and financial procedures. This makes it possible, in particular, to fully identify the bank accounts of the third countries into which the financial contribution is paid. For this particular Protocol, Article 2(6) stipulates that the entire financial contribution must be paid into a Public Treasury account opened with a financial institution specified by the authorities of Madagascar.

3. ESTIMATED FINANCIAL IMPACT OF THE PROPOSAL/INITIATIVE

3.1. Heading(s) of the multiannual financial framework and expenditure budget line(s) affected

- Existing expenditure budget lines

In order of multiannual financial framework headings and budget lines.

Heading of multiannual financial framework	Budget line	Type of expenditure	Contribution
--	-------------	---------------------	--------------

	Number [Description.....]	DA/NDA ¹¹⁾	from EFTA countries ¹²	from candidate countries ¹³	from third countries	within the meaning of Article 18(1)(aa) of the Financial Regulation
2	11.0301 International Fisheries Agreements	DA	NO	NO	NO	NO
2	11.010404 International Fisheries Agreements - Expenditure on Administrative management	NDA	NO	NO	NO	NO

- New budget lines requested

(not applicable)

¹¹ DA = Differentiated appropriations / NDA = Non-Differentiated Appropriations

¹² EFTA: European Free Trade Association.

¹³ Candidate countries and, where applicable, potential candidate countries from the Western Balkans.

3.2. Estimated impact on expenditure

3.2.1. Summary of estimated impact on expenditure

EUR million (to three decimal places)

Heading of multiannual financial framework:	2	Preservation and management of natural resources
--	---	--

DG: MARE			Year N ¹⁴ 2013	Year N+1 2014	TOTAL
• Operating appropriations					
Number of budget line: 11.0301	Commitments	(1)	1.525	1.525	3.050
	Payments	(2)	1.525	1.525	3.050
Appropriations of an administrative nature financed from the envelope of specific programmes ¹⁵					
Number of budget line: 11.010404		(3)	0.031	0.071	0.102
TOTAL appropriations for DG MARE	Commitments	=1+3	1.556	1.596	3.152
	Payments	=2+3	1.556	1.596	3.152

¹⁴ Year N is the year in which implementation of the proposal/initiative starts.

¹⁵ Technical and/or administrative assistance and expenditure in support of the implementation of EU programmes and/or actions (former 'BA' lines), indirect research, direct research. In the specific case of this Protocol, the annual sum of EUR 0.031 million (for 2013 and 2014) will be used to cover the cost of a contract agent and a local agent in the EU Delegation in Madagascar and the estimated sum of EUR 0.040 million allocated to cover the costs of the ex-post and ex-ante evaluations in 2014.

• TOTAL operational appropriations ¹⁶	Commitments	(4)	1.525	1.525	3.050
	Payments	(5)	1.525	1.525	3.050
• TOTAL appropriations of an administrative nature financed from the specific programme envelope		(6)	0.031	0.071	0.102
TOTAL appropriations under HEADING 2 of the multiannual financial framework	Commitments	=4+ 6	1.556	1.596	3.152
	Payments	=5+ 6	1.556	1.596	3.152

If more than one heading is affected by the proposal / initiative: (not applicable)

¹⁶ The financial contribution comprises: a) EUR 975 000 for access right to the Madagascar fishing zone and b) EUR 550 000 relating to support for developing the sectoral fishing policy in the Republic of Madagascar.

Heading of multiannual financial framework:	5	'Administrative expenditure'
--	----------	------------------------------

EUR million (to three decimal places)

		Year N	Year N+1	TOTAL
		2013	2014	
DG: MARE				
• Human resources		0.082	0.082	0.164
• Other administrative expenditure		0.010	0.010	0.020
TOTAL DG MARE		0.092	0.092	0.184
TOTAL appropriations under HEADING 5 of the multiannual financial framework		0.092	0.092	0.184
		(Total commitments = Total payments)		

EUR million (to three decimal places)

		Year N ¹⁷	Year N+1	TOTAL
		2013	2014	
TOTAL appropriations under HEADINGS 1 to 5 of the multiannual financial framework	Commitments	1.648	1.688	3.336
	Payments	1.648	1.688	3.336

¹⁷ Year N is the year in which implementation of the proposal/initiative starts.

3.2.2. Estimated impact on operational appropriations

- The proposal/initiative does not require the use of operational appropriations
- The proposal/initiative requires the use of operational appropriations, as explained below:

Commitment appropriations in EUR million (to three decimal places)

Indicate objectives and outputs			Year N	Year N+1		TOTAL		
			2013	2014				
↓	OUTPUTS (Type of output)							
	Type of output ¹⁸	Average cost of the output	Number	Cost	Number	Cost	Total No.	Total cost
SPECIFIC OBJECTIVE NO 1 ¹⁹								
Tuna vessel licences	Tonnage	EUR 65 / t	15 000	0.975	15 000	0.975	30000	1.950
Sectoral support		0.550	1	0.550	1	0.550	2	1.100
TOTAL COST				1.525		1.525		3.050

¹⁸ Outputs are products and services to be supplied (e.g.: number of student exchanges financed, number of km of roads built, etc.).

¹⁹ As described in point 1.4.2. 'Specific objective(s)'

3.2.3. Estimated impact on appropriations of an administrative nature

3.2.3.1. Summary

- The proposal/initiative does not require the use of administrative appropriations
- The proposal/initiative requires the use of administrative appropriations, as explained below:

EUR million (to three decimal places)

	Year N ²⁰ 2013	Year N+1 2014	TOTAL
--	---------------------------------	---------------------	-------

HEADING 5 of the multiannual financial framework			
Human resources	0.082	0.082	0.164
Other administrative expenditure	0.010	0.010	0.020
Subtotal HEADING 5 of the multiannual financial framework	0.092	0.092	0.184

Outside HEADING 5²¹ of the multiannual financial framework			
Human resources	0.031	0.031	0.062
Other expenditure of an administrative nature	0.000	0.040	0.040
Subtotal outside HEADING 5 of the multiannual financial framework	0.031	0.071	0.102

TOTAL	0.123	0.163	0.286
--------------	--------------	--------------	--------------

3.2.3.2. Estimated requirements in terms of human resources

- The proposal/initiative does not require the use of human resources.

²⁰

Year N is the year in which implementation of the proposal/initiative starts.

²¹

Technical and/or administrative assistance and expenditure in support of the implementation of EU programmes and/or actions (former 'BA' lines), indirect research, direct research.

- x The proposal/initiative requires the use of operational appropriations, as explained below:

Estimate to be expressed in full amounts (or at most to one decimal place)

	Year N 2013	Year N+1 2014
Establishment plan posts (officials and temporary agents)		
XX 01 01 01 (Headquarters and Commission's Representation Offices)	0.65	0.65
XX 01 01 02 (in Delegation)		
XX 01 05 01 (Indirect research)		
10 01 05 01 (Direct research)		
• External personnel (in full-time equivalent – FTE)²²		
XX 01 02 01 (CA, INT, SNE from the 'global envelope')		
XX 01 02 02 (CA, INT, JED, LA and SNE in the delegations)		
XX 01 04 yy²³ 11010104	- at Headquarters ²⁴	
	- in Delegation	0.25
XX 01 05 02 (CA, INT, SNE - Indirect research)		
10 01 05 02 (CA, INT, SNE - Direct research)		
11010404 (CA, responsible for monitoring implementation of sectoral support)		
TOTAL	0.90	0.90

XX is the policy area or budget title concerned.

The requisite human resources will be provided by staff from the DG who are already assigned to managing the action and/or have been redeployed within the DG, together with any additional allocation where necessary that may be granted to the managing DG under the annual allocation procedure and taking budgetary constraints into account .

Description of tasks to be carried out:

Officials and temporary agents	Monitoring and management of the process for the (re)negotiation the FPA and the approval of the result of the negotiations by the institutions, management of the current FPA, including permanent working and financial monitoring; management of licences
External staff	Monitoring the implementation of the sectoral support - Contractual Agent assigned to the Delegation (Madagascar): overall estimate of 0.3 people/year

²² CA= Contract Agent; INT= agency staff ('Intérimaire'); JED= 'Jeune Expert en Délégation' (Young Experts in Delegations); LA= Local Agent; SNE= Seconded National Expert.

²³ Under the ceiling for external personnel from operational appropriations (former "BA" lines).

²⁴ For Structural Funds, European Agricultural Fund for Rural Development (EAFRD) and European Fisheries Fund (EFF).

3.2.4. *Compatibility with the current multiannual financial framework*

- X The proposal/initiative is compatible with the current multiannual financial framework.

3.2.5. *Third-party participation in financing*

- X The proposal/initiative does not provide for co-financing by third parties.

3.3. Estimated impact on revenue

- X The proposal/initiative has no financial impact on revenue.