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Proposal for a

COUNCIL DECISION

on the signature, on behalf of the European Union, and the provisional application of the Protocol agreed between the European Union and the Republic of Côte d'Ivoire 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 powers conferred on it by the Council¹, the European Commission has conducted negotiations with the Republic of Côte d'Ivoire with a view to renewing the Protocol to the Fisheries Partnership Agreement between the European Community and the Republic of Côte d'Ivoire. At the end of those negotiations, a new draft Protocol was initialled by the negotiators on 9 January 2013. The new Protocol covers a period of five years from 1 July 2013, the date of provisional application laid down in Article 13.

The main aim of the Protocol to the Agreement is to provide fishing opportunities for EU vessels in the waters of the Republic of Côte d'Ivoire within the limits of the available surplus. The Commission's negotiating position was based in part on the results of an ex-post evaluation carried out by external experts.

The general aim is to enhance the cooperation between the European Union and the Republic of Côte d'Ivoire, thereby creating a partnership framework within which to develop a sustainable fisheries policy and sound exploitation of fishery resources in the Ivorian fishing zone, in the interests of both Parties.

More particularly, the Protocol provides for fishing opportunities in the following categories:

- 28 freezer tuna seiners:
- 10 surface longliners

The Commission proposes, on this basis, that the Council authorise the signing and the provisional application of the new Protocol.

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

The interested parties were consulted during the evaluation of the Protocol for the period 2007-13. Experts from the Member States were also consulted in technical meetings. These consultations concluded that it would be beneficial to maintain a fishing protocol with the Republic of Côte d'Ivoire.

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

4. BUDGETARY IMPLICATIONS

The annual financial contribution of EUR 680 000 is based on: (a) a reference tonnage of 6 500 tonnes, for an amount of EUR 422 500 linked to access and (b) support for the development of the sectoral fisheries policy of the Republic of Côte d'Ivoire amounting to EUR 257 500. This support meets the objectives of the national fisheries policy and in particular the needs of the Republic of Côte d'Ivoire in the fight against illegal fishing.

¹ Adopted by the Agriculture and Fisheries Council on 24 September 2012.

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THE COUNCIL OF THE EUROPEAN UNION,

Having regard to the Treaty on the Functioning of the European Union, and in particular Article 43 in conjunction with Article 218(5) thereof,

Having regard to the proposal from the European Commission,

Whereas:

- (1) On 12 February 2008 the Council adopted Decision 2008/151/EC concerning the conclusion of the Agreement in the form of an Exchange of Letters on the provisional application of the Protocol setting out the fishing opportunities and financial contribution provided for in the Fisheries Partnership Agreement between the European Community and the Republic of Côte d'Ivoire on fishing in Ivorian fishing zones for the period from 1 July 2007 to 30 June 2013².
- (2) The European Community and the Government of the Republic of Côte d'Ivoire notified each other on 18 April 2008 of the completion of the procedures necessary for the entry into force of the Partnership Agreement between the European Union and the Republic of Côte d'Ivoire³.
- (3) The Protocol to that Partnership Agreement which is currently in force expires on 30 June 2013.
- (4) The Council authorised the Commission to negotiate a new Protocol granting vessels of the European Union fishing opportunities in waters in which the Republic of Côte d'Ivoire exercises its jurisdiction as regards fishing. At the end of those negotiations, a new Protocol was initialled on 9 January 2013.
- (5) To ensure EU vessels can continue their fishing activities, Article 13 of the new Protocol provides for its application by the parties on a provisional basis as from 1 July 2013.
- (6) The new Protocol should be signed and applied on a provisional basis, pending the completion of the procedures for its conclusion,

² OJ L 48, 22.2.2008.

³ OJ L 118, 6.5.2008.

HAS ADOPTED THIS DECISION:

Article 1

The signature of the Protocol agreed between the European Union and the Republic of Côte d'Ivoire setting out fishing opportunities and the financial contribution provided for in the Fisheries Partnership Agreement in force between the two parties is hereby authorised on behalf of the European Union, subject to its conclusion.

The text of the Protocol is attached to this Decision.

Article 2

The General Secretariat of the Council shall establish the instruments of full powers to sign the Agreement, subject to its conclusion, for the person(s) indicated by the negotiator of the Agreement.

Article 3

The Protocol shall be applied provisionally, in accordance with Article 13 thereof, from 1 January 2013, pending the completion of the procedures for its conclusion.

Article 4

This Decision shall enter into force on the day of its adoption. It shall be published in the *Official Journal of the European Union*.

Done at Brussels,

For the Council
The President

ANNEX
PROTOCOL

setting out the fishing opportunities and financial contribution provided for in the Agreement between the European Union and the Republic of Côte d'Ivoire (2013-18)

Article 1

Period of application and fishing opportunities

1. From 1 July 2013, and for a period of five (5) years, the fishing opportunities granted under Article 5 of the Agreement shall be as follows:

Highly migratory species (species listed in Annex 1 to the 1982 United Nations Convention)

— freezer tuna seiners: 28 vessels.

— surface longliners: 10 vessels.

2. Paragraph 1 shall apply subject to Articles 5 and 6 of this Protocol.

3. Vessels flying the flag of a Member State of the European Union (hereinafter 'EU vessels') may engage in fishing activities in the Ivorian fishing zone only if they are in possession of a valid fishing licence issued by Côte d'Ivoire under this Protocol.

Article 2

Financial contribution — methods of payment

1. For the period referred to in Article 1, the financial contribution referred to in Article 7 of the Fisheries Partnership Agreement shall be EUR 680 000.

2. The financial contribution comprises:

(a) an annual amount of EUR 422 500 for access to the Ivorian fishing zone equivalent to a reference tonnage of 6 500 tonnes per year; and

(b) a specific amount of EUR 257 500 per year for the support and implementation of the Ivorian sectoral fisheries policy.

3. Paragraph 1 shall apply subject to Articles 3, 5, 6 and 9 of this Protocol and Articles 12 and 13 of the Fisheries Partnership Agreement.

4. If the overall quantity of catches by EU vessels in the Ivorian fishing zone exceeds the reference tonnage, the amount of the annual financial contribution shall be increased by EUR 65 for each additional tonne caught. However, the total annual amount paid by the Union shall not be more than twice the amount indicated in paragraph 2(a) (EUR 422 500). If the quantities caught by EU vessels exceed the quantities corresponding to twice the total annual amount, the amount due for the quantity exceeding that limit shall be paid the following year.

5. Payment of the financial contribution laid down in paragraph 1 shall be made no later than 90 days after the date of provisional application of the Protocol in the first year and no later than the renewal date of the Protocol in the following years.

6. The Ivorian authorities shall have full discretion regarding the use to which the financial contribution referred to in paragraph 2(a) is put.

7. The financial contribution shall be paid into a single Ivorian Public Treasury account, the references of which shall be notified each year by the Ivorian authorities.

Article 3

Promotion of responsible fishing in Ivorian waters

1. The European Union and Côte d'Ivoire, shall agree, within the Joint Committee provided for in Article 9 of the Agreement, by 1 October 2013 at the latest, on a multiannual sectoral programme and detailed implementing rules, in particular:

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

b) objectives, both annual and multiannual, to be achieved with a view to promoting long-term responsible and sustainable fishing, taking account of the priorities expressed by the Republic of Côte d'Ivoire in its national fisheries policy, notably with regard to the monitoring, control and combating of illegal, unreported and unregulated (IUU) fishing.

c) criteria and procedures for evaluating the results obtained each year.

3. Any proposed amendments to the multiannual sectoral programme or to the use of the specific amounts for the initiatives to be carried out each year must be approved by both Parties within the Joint Committee.

4. Each year, the two Parties shall carry out, within the Joint Committee, an evaluation of the progress made in implementing the multiannual sectoral Programme. If necessary, the two Parties shall continue this monitoring after this Protocol expires, until the specific financial contribution provided for in Article 2(2)(b) has been used up.

Article 4

Scientific and technical cooperation to ensure responsible fishing

1. The Parties hereby undertake to promote responsible fishing in Ivorian waters on the basis of the principles of non-discrimination between the different fleets fishing in those waters.

2. During the period covered by this Protocol, the European Union and the Ivorian authorities shall cooperate to monitor the evolution of resources in the Ivorian fishing zone.

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

4. In accordance with Article 4 of the Agreement and on the basis of the recommendations and resolutions adopted within ICCAT, and in the light of the best available scientific advice, the Parties shall consult each other within the Joint Committee provided for in Article 3 of the Agreement and adopt, where appropriate after a scientific meeting possibly at subregional level, and by mutual agreement, measures to ensure the sustainable management of fisheries resources affecting the activities of EU vessels.

5. The parties shall work together to strengthen the control and inspection mechanisms for fisheries in the Republic of Côte d'Ivoire.

Article 5

Review of fishing opportunities by mutual agreement

1. The fishing opportunities referred to in Article 1 may be increased by mutual agreement provided that the consultations referred to in Article 4(4) confirm that such an increase will not endanger the sustainable management of the resources of the Republic of Côte d'Ivoire. In this case the financial contribution referred to in Article 2(1) shall be increased proportionately and pro rata temporis.

2. Conversely, if the parties agree to adopt a reduction in the fishing opportunities provided for in Article 1, the financial contribution shall be reduced proportionately and pro rata temporis.

3. The allocation of the fishing opportunities among different categories of vessels may also be reviewed, following consultations and by mutual agreement between the Parties, provided that any changes comply with recommendations made by the scientific meeting referred to in Article 4(4) regarding the management of stocks liable to be affected by such redistribution. The parties shall agree on the corresponding adjustment of the financial contribution where the redistribution of fishing opportunities so warrants.

Article 6

New fishing opportunities and experimental fisheries

1. Should EU vessels be interested in fishing activities which are not indicated in Article 1, the European Union shall consult the Republic of Côte d'Ivoire in order to seek authorisation for these new activities. In the course of these consultations, the parties shall take account of the relevant scientific opinions, in particular opinions issued by regional fisheries organisations such as the Fishery Committee for the Eastern Central Atlantic (CECAF). Where appropriate, the Parties shall agree on the conditions applicable to these new fishing opportunities and on the implementation of multiannual management plans. They shall, if necessary, make amendments to this Protocol and to the Annex hereto.

2. Following the consultations laid down in Article 4(4), the Parties may authorise exploratory fishing surveys in the Ivorian fishing zone to test the technical feasibility and the economic viability of new fisheries.

2.1 To this end, the European Union shall communicate to the Ivorian authorities the applications for exploratory fishing licences on the basis of a technical file indicating:

- the technical characteristics of the vessel;
- the vessel's officers' level of expertise in the relevant fishery;
- the proposal for the technical parameters of the trip (length, gear, exploration regions, etc.).

2.2 The exploratory fishing trips shall have a maximum duration of six months. They shall be subject to the payment of a fee set by the Ivorian authorities.

2.3 A scientific observer from the flag State and an observer chosen by the Ivorian authorities shall be present on board throughout the duration of the trip.

2.4 The catches consistent with and obtained during the exploratory trip remain the property of the vessel owner.

2.5 The detailed results of the trip shall be sent to the Joint Committee and the Joint Scientific Committee for analysis.

Article 7

Applicable provisions of national law

1. The activities of EU fishing vessels operating in Ivorian waters shall be governed by the applicable law in the Republic of Côte d'Ivoire, unless otherwise provided in the Agreement and this Protocol.
2. The Ivorian authorities shall immediately inform the European Union of any change or any new legislation relating to the fishing sector.
3. The European Union shall inform the Ivorian authorities of any change or any new legislation relating to the fishing activities of the European Union distant-water fleet.

Article 8

Suspension of the implementation of the Protocol

1. The implementation of this Protocol may be suspended at the initiative of one of the two Parties after consultation within the Joint Committee, if one or more of the following conditions apply:
 - (a) unusual circumstances, as defined in Article 2(h) of the Fisheries Partnership Agreement, preventing fishing activities in the Ivorian fishing zone;
 - (b) significant changes in the formulation or implementation of the fisheries policy of either one of the Parties affecting the relevant provisions of this Protocol;
 - (c) activation of the consultation mechanisms laid down in Article 96 of the Cotonou Agreement owing to one of the essential and fundamental elements of human rights and democratic principles as provided for in Article 9 of the Cotonou Agreement;
 - (d) non-payment of the financial contribution provided for in Article 2(2)(a) by the European Union, for reasons other than those provided for in Article 9 of this Protocol;
 - (e) a serious and unresolved dispute between the two parties on the application or the interpretation of this Protocol;
2. Where the application of the Protocol is suspended for reasons other than those given in paragraph 1(c) above, it shall require the Party concerned to notify its intention in writing at least three months before the date on which suspension is due to take effect. Suspension of the Protocol for the reasons given in paragraph 1(c) shall apply immediately after the suspension decision has been taken.
3. In the event of suspension, the Parties shall continue to consult with a view to finding an amicable settlement to their dispute. Where such settlement is reached, application of the Protocol shall resume and the amount of the financial contribution shall be reduced proportionately and pro rata temporis according to the period during which application of the Protocol has been suspended.

Article 9

Suspension and review of the payment of the financial contribution

1. The financial contribution as referred to in Article 2(2)(a) and (b) may be revised or suspended after consultation within the Joint Committee if one or more of the following conditions are met:

- (a) unusual circumstances, as defined in Article 2(h) of the Fisheries Partnership Agreement, preventing fishing activities in the Ivorian fishing zone;
- (b) significant changes in the formulation or implementation of the fisheries policy of either one of the Parties affecting the relevant provisions of this Protocol;
- (c) activation of the consultation mechanisms laid down in Article 96 of the Cotonou Agreement owing to a violation of one of the essential and fundamental elements of human rights and democratic principles as provided for in Article 9 of the Cotonou Agreement;

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

3. Payment of the financial contribution shall resume after consultation and agreement of the two Parties as soon as the situation prior to the events referred to in paragraph 1 has been reestablished, or if the results of the financial implementation referred to in paragraph 2 so warrant. Nevertheless, the specific financial contribution provided for in Article 2(2)(b) may not be paid out beyond a period of six months after the Protocol expires.

4. The fishing authorisations granted to EU vessels may be suspended at the same time as the suspension of the payment of the financial contribution under Article 2(2)(a). If resumed, the validity of these fishing authorisations shall be extended for a period equal to the period of suspension of fishing activities.

5. Save as provided for in paragraph 1 of this article, if the European Union omits to make the payment laid down in Article 2(2)(a), the Ivorian authorities shall officially inform the European Union of the non-payment. The latter shall perform the appropriate checks and, where necessary, transmit the payment within no more than 60 working days of the date of receipt of the official request;

If no payment has been made by this deadline, without proper justification, the Ivorian authorities shall be entitled to suspend application of the Protocol in accordance with the provisions set out in Article 8. Application of the Protocol shall resume as soon as the payment concerned has been made.

Article 10

Electronic communication

1. The Republic of Côte d'Ivoire and the European Union undertake to install as soon as possible the computer systems required for the electronic exchange of all the information and documents related to the implementation of the Agreement.

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

3. The Republic of Côte d'Ivoire and the EU shall inform each other of any malfunction of a computer system as soon as possible. The information and documents related to the implementation of the Agreement shall then be automatically replaced by their paper version as specified in the Annex.

Article 11

Confidentiality of data

The Republic of Côte d'Ivoire and the European Union shall undertake that all nominative data relating to EU vessels and their fishing activities obtained within the framework of the Agreement will, at all times, be processed strictly in accordance with the principles of confidentiality and data protection.

Article 12

Termination

1. In the event of termination of the Protocol, the Party concerned shall notify the other Party in writing of its intention to terminate the Protocol at least six (6) months before the date on which such termination would take effect.
2. Dispatch of the notification, as referred to in the previous paragraph, shall open consultations between the Parties.

Article 13

Provisional application

This Protocol shall apply provisionally as from 1 July 2013.

Article 14

Entry into force

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

ANNEX

**CONDITIONS GOVERNING FISHING ACTIVITIES BY EUROPEAN UNION
VESSELS IN THE IVORIAN FISHING ZONE**

CHAPTER I

General provisions

1. Designation of competent authority

For the purposes of this Annex and unless otherwise specified hereinafter, any reference to the European Union (EU) or to the Republic of Côte d'Ivoire as a competent authority shall mean:

- for the EU: the European Commission, where applicable via the EU delegation in Côte d'Ivoire;
- for the Republic of Côte d'Ivoire: the Minister for Fisheries.

2. Fishing zone

EU vessels may carry out fishing activities in waters beyond 12 nautical miles from the base lines subject to the provisions of point 3 below.

3. Zones closed to shipping and to fishing

When issuing the fishing licence, the Ministry responsible for fisheries in the Republic of Côte d'Ivoire shall inform vessel owners of the boundaries of the area in which shipping and fishing is prohibited when issuing the fishing licence. The EU delegation shall also be informed.

4. Bank account

The Republic of Côte d'Ivoire shall notify the EU before the entry into force of the Protocol of the details of the bank account 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 vessel owners.

CHAPTER II

Application and issue formalities for fishing authorisations

For the purposes of applying the provisions of this Annex, the term 'licence' shall be equivalent to the term 'fishing authorisation', as laid down in European legislation.

1. Conditions for obtaining a fishing licence – eligible vessels

Only eligible vessels may obtain a licence to fish in the Ivorian fishing zone. To do so, they must be entered in the register of EU fishing vessels.

For a vessel to be eligible, neither the owner, the master nor the vessel itself must be prohibited from fishing in Côte d'Ivoire. They must be in order vis-à-vis the Ivorian authorities insofar as they must have fulfilled all prior obligations arising from their fishing activities in Côte d'Ivoire under fisheries agreements concluded with the EU.

2. Licence applications

The relevant EU authorities shall submit (by electronic means) or by any other expeditious method, to the Ministry responsible for fisheries in Côte d'Ivoire, an application for each

vessel wishing to fish or assist in fishing activities under the Agreement at least 30 working days before the date of commencement of the period of validity requested.

Applications shall be submitted to the Ministry responsible for fisheries on a form drawn up in accordance with the specimen in Appendix I.

All licence applications shall be accompanied by the following documents:

- proof of payment of the flat-rate advance for the period of validity of the licence,
- one colour photograph of the vessel (side view), additional boats used for fishing and additional out-of-water equipment for detecting fish,
- an illustration and detailed description of the fishing gear used,

For the renewal of a licence 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. Flat-rate fee

The fee shall be paid into the account specified by the Ivorian authorities in accordance with Article 1(4) of this Annex.

The fees shall include all national and local charges, with the exception of port taxes and service charges.

4. Provisional list of vessels authorised to fish

Once it has received the fishing authorisation applications and notification of payment of the advance, Côte d'Ivoire shall draw up the provisional list of applicant vessels. This list shall be sent without delay to the national body responsible for supervising fishing, and to the EU.

The EU shall forward a copy of the provisional list to the vessel owner or to the consignee. If the EU offices are closed, Côte d'Ivoire may send the provisional list directly to the vessel owner or their consignee. Vessels shall be authorised to fish as soon as they are included on the provisional list. Vessels must keep a copy of the provisional list on board until their fishing authorisation is issued.

5. Issue of licences

Licences for all vessels shall be issued to vessel owners or their representatives via the Delegation of the European Union to Côte d'Ivoire, within 21 working days of receipt of all the documents referred to in point 2 above by the Ministry responsible for fisheries in Côte d'Ivoire.

Licences shall be valid for one year and are renewable. They shall be issued for the period from 1 July to 30 June of the following year.

6. List of vessels authorised to fish

Once the licence is issued, the Republic of Côte d'Ivoire shall immediately draw up the final list of vessels authorised to fish in the Ivorian zone. This list shall be sent immediately to the national body responsible for monitoring fishing and to the EU and shall replace the provisional list referred to above.

7. Licence transfer

Licences shall be issued for a specific vessel and shall not be transferable. However, at the request of the EU and where force majeure is proven, e.g. in the event of the loss or prolonged

immobilisation of a vessel due to a serious technical failure, the licence of the initial vessel shall be replaced by a new licence for another vessel of the same fishing category, as referred to in Article 1 of the Protocol, with no further fee due. In this case, the calculation of the catch levels to determine whether an additional payment should be made shall take account of the sum of the total catches of the two vessels.

The owner of the first vessel, or his or her representative, shall return the cancelled licence to the Ministry responsible for fisheries in Côte d'Ivoire via the EU Delegation.

The new licence shall take effect on the day that the vessel's owner returns the cancelled licence to the Ministry responsible for fisheries in Côte d'Ivoire. The EU Delegation to Côte d'Ivoire shall be informed of the licence transfer.

8. Keeping a licence on board

The licence must be held on board at all times. Vessels shall, however, be authorised to fish as soon as they are included on the provisional list mentioned in paragraph 4 of this Chapter.

CHAPTER III

Licence conditions — fees and advance payments

1. The fee shall be EUR 35 per tonne caught within the Ivorian fishing zone in the case of tuna seiners and surface longliners.
2. Licences shall be issued once the following standard amounts have been paid to the competent national authorities:
 - EUR 5 390 per tuna seiner, equivalent to the fees due for 154 tonnes per year,
 - EUR 1 960 per surface longliner, equivalent to the fees due for 56 tonnes per year.
3. Member States shall inform the European Commission not later than 15 June each year of the tonnages caught during the past year, as confirmed by the scientific institutes referred to in point 6 below.
4. The final statement of the fees due for year n shall be drawn up by the European Commission by 31 July of year $n + 1$ at the latest on the basis of the catch declarations made by each vessel owner and confirmed by the competent scientific institutes.
5. This statement shall be sent simultaneously to the Ministry responsible for fisheries in Côte d'Ivoire and to the vessel owners via the Member States.
6. Where the final statement is greater than the flat-rate fee paid to obtain the fishing authorisation, the vessel owner shall pay the outstanding balance to the Republic of Côte d'Ivoire within 45 days unless he/she contests the payment.
7. However, if the amount of the final statement is lower than the advance referred to in point 2 of this Section, the resulting balance shall not be reimbursable to the vessel owner.

CHAPTER IV

Catch reporting arrangements

1. Fishing log

The master of an EU vessel fishing under the Agreement shall keep a fishing logbook, for which the model for each category of fishing is included in Appendix 3 of this Annex.

The fishing logbook shall be completed by the master for each day the vessel is present in the Ivorian fishing zone.

Each day the master shall record in the fishing logbook the quantity of each species, identified by its FAO alpha 3 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 master shall also mention the bad catch. Where applicable, the master shall also record each day in the fishing logbook the quantities of each species thrown back into the sea, expressed in kilograms of live weight or, where necessary, the number of individual fish.

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

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

2. Catch reporting

The master shall notify the vessel's catch by submitting its fishing logbooks for the period of its presence in the Ivorian fishing zone to the Ministry responsible for fisheries. He shall send a copy to the *Centre de Recherche Océanologique de Côte d'Ivoire* (Ivorian Oceanology Research Centre – CRO) and to one of the following scientific institutes:

- i. Institut de recherche pour le développement (IRD);
- ii. Instituto Español de Oceanografía (IEO);
- iii. INIAP (Instituto Nacional de investigação agrária e das Pescas).

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

- i when passing through an Ivorian port, the original of each fishing logbook shall be submitted to the local representative of Côte d'Ivoire, who shall forward it to the Ivorian authorities who shall confirm receipt thereof in writing;
- ii. when leaving the Ivorian fishing zone without first passing through an Ivorian port, the fishing logbook shall be sent within a period of 30 days after leaving the Ivorian fishing zone by one of the following means:
 - a. preferably by e-mail.
 - b. by post,
 - c. or by fax:

Vessels shall be informed of the fax and telephone numbers and e-mail address when the fishing licence is issued. Côte d'Ivoire shall immediately inform the vessels concerned and the EU of any change to the e-mail address, telephone number or transmission frequency.

Where the provisions set out in this Chapter are not complied with, the Ivorian Government reserves the right to suspend the licence of the offending vessel until formalities have been completed and to apply to the vessel owner the penalty laid down in current Ivorian legislation. The European Union and the flag Member State shall be informed thereof.

3. Transition to an electronic system

Both parties indicate their shared willingness to ensure a transition to an electronic system for declaring catches based on the technical characteristics laid down in Appendix 5. The parties agree to determine together the terms of this transition within the Joint Committee with the aim of the system becoming operational on 31 December 2014.

CHAPTER V

Signing-on of seamen

1. EU vessel owners 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.

2. Vessel owners shall endeavour to take on board Ivorian seamen first.

3. 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.

4. The employment contracts of ACP seamen shall be drawn up between the vessel 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.

5. The wages of the ACP seamen shall be paid by the vessel owners. They shall be set by mutual agreement between the vessel 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.

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

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

- of the European Union
- of an ACP country, distinguishing Ivorians from other ACP nationalities
- a non-ACP and a non-EU country.

CHAPTER VI

Technical measures

The technical measures applicable to the vessels holding a fishing licence, relating to the zone, fishing gear and additional catch, shall be defined in the technical sheet contained in Appendix 2 to this Annex.

Vessels shall comply with the measures and recommendations adopted by ICCAT in the region regarding fishing gear and the technical specifications thereof and all other technical measures applicable to their fishing activities.

CHAPTER VII

Observers

1. Vessels authorised to fish in Ivorian waters under the Agreement shall take on board observers appointed by the competent regional fisheries organisation (RFO) on the terms set out below.

1.1. At the request of the competent authority, EU vessels shall take on board an observer designated by the authority in order to check catches made in Ivorian waters.

1.2. The competent authority shall draw up a list of vessels designated to take an observer on board and a list of the appointed observers. These lists shall be kept up to date. They shall be forwarded to the European Union as soon as they have been drawn up and every quarter thereafter where they have been updated.

1.3. The competent authority shall inform the vessel owners concerned, or their representatives, of the name of the observer appointed to be taken on board their vessel at the time the licence is issued, or no later than 15 days before the observer's planned embarkation date.

2. The time spent on board by the observer shall be one fishing trip. However, at the express request of the competent Ivorian authorities, this embarkation may be spread over several trips according to the average duration of trip for a particular vessel. This request shall be made by the competent authority when the name of the observer appointed to board the vessel in question is notified.

3. The conditions under which the observer is taken on board shall be agreed between the vessel owner or his/her representative and the competent authority.

4. The observers shall be taken on board at a port chosen by the vessel owner at the beginning of the first voyage in Ivorian waters after notification of the list of designated vessels.

5. Within two weeks and giving ten days' notice, the vessel owners concerned shall make known at which ports in the subregion and on what dates they intend to take observers on board.

6. If the observer is taken on board in a country outside the subregion, his/her travel costs shall be borne by the vessel owner. If a vessel with a regional observer on board leaves the regional fishing zone, all measures shall be taken to ensure the observer's return as soon as possible at the expense of the vessel owner.

7. If the observer is not present at the time and place agreed or within the twelve hours following the time agreed, the vessel owner is automatically absolved of their obligation to take the observer on board.

8. The observers shall be treated as officers. When the vessel is operating in Ivorian waters, he or she shall carry out the following tasks:

8.1. observe the fishing activities of the vessels;

8.2. verify the position of vessels engaged in fishing operations;

8.3. perform biological sampling in the context of scientific programmes;

8.4. note the fishing gear used;

8.5. verify the catch data for Ivorian waters recorded in the logbook;

8.6. verify the percentages of by-catches and estimate the quantity of discards of species of marketable fish;

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

9. The master shall do everything in his/her power to ensure the physical safety and welfare of the observer during the performance of his/her duties.

10. The observers shall be offered every facility needed to carry out their duties. The master shall give him/her access to the means of communication needed for the discharge of their duties, to documents directly concerned with the vessel's fishing activities, including in particular the logbook and the navigation log, and to those parts of the vessel necessary to facilitate the exercise of their tasks.

11. While on board, the observer shall:

11.1. take all appropriate steps to ensure that the conditions of their boarding and presence on the vessel neither interrupt nor hamper fishing operations;

11.2. respect the material and equipment on board and the confidentiality of all documents belonging to the said vessel.

12. At the end of the observation period and before leaving the vessel, the observer shall draw up an activity report to be transmitted to the competent authorities, with a copy to the European Union. He/she shall sign it in the presence of the master, who may add or cause to be added to it any observations considered relevant, followed by the master's signature. A copy of the report shall be handed to the master when the scientific observer is put ashore.

13. Vessel owners shall bear the cost of accommodating observers in the same conditions as the officers, within the confines of the practical possibilities offered by the vessel.

14. The salary and social contributions of the observer shall be borne by the competent authorities.

15. The two Parties shall consult each other, and interested third parties, as soon as possible as regards the definition of a system of regional observers and the choice of the competent regional fisheries organisation. Pending the implementation of a system of regional observers, vessels authorised to fish in the Ivorian fishing zone under the Agreement shall take on board, instead of regional observers, observers designated by the competent Ivorian authorities in accordance with the rules set out above.

CHAPTER VIII

Control and inspection

1. *Entering and leaving the zone*

1.1. At least three hours in advance EU vessels shall notify the competent Ivorian authorities responsible for fisheries control of their intention to enter or leave the Ivorian fishing zone.

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

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

1.2. This information should preferably be communicated by e-mail or, failing that, by fax. The Republic of Côte d'Ivoire shall confirm receipt thereof immediately by return e-mail or fax.

1.3. Vessels found to be fishing without having informed the competent Côte d'Ivoire authority shall be regarded as vessels in breach of the rules.

2. *Inspection procedures*

2.1. Masters of EU fishing vessels engaged in fishing activities in Ivorian waters shall allow and facilitate boarding and the discharge of their duties by any Ivorian official responsible for the inspection and control of fishing activities.

2.2. These officials shall not remain on board for longer than is necessary for the discharge of their duties.

2.3. At the end of each inspection, the Ivorian inspectors shall draw up an inspection report. The master of the EU vessel has the right to include his comments in the inspection report. The inspection report shall be signed by the inspector drawing up the report and the master of the EU vessel. The signature of the inspection report by the master shall be without prejudice to the vessel owner's right of defence in respect of an infringement. If the master refuses to sign this document, he shall specify the reasons for doing so in writing and the inspector shall write "refusal to sign" on it. The Ivorian inspectors shall issue a copy of the inspection report to the master of the EU vessel before leaving.

2.4 Masters of EU fishing vessels engaged in landing or transshipment operations in an Ivorian port shall allow and facilitate the inspection of such operations by duly mandated Ivorian inspectors, who are recognisable as such. Once the inspection and control has been completed, a certificate shall be issued to the master of the vessel.

2.5 Côte d'Ivoire may authorise the EU to take part in inspections as an observer.

3. Transshipment

3.1. All EU vessels wishing to tranship catches in Ivorian waters shall do so in or off Ivorian ports.

3.2. The owners of such vessels must notify the following information to the competent Ivorian authorities at least 24 hours in advance:

- the names of the transshipping fishing vessels,
- the names, IMO numbers and flag of the cargo vessels,
- the tonnage by species to be transhipped,
- the day and place of transshipment.

3.3. Transshipment shall be considered as an exit from the Ivorian fishing zone. Masters of vessels must submit their catch declarations to the competent Ivorian authorities and state whether they intend to continue fishing or leave Ivorian fishing zone.

3.4. Any transshipment of catches not covered above shall be prohibited in Ivorian fishing zone. Any person infringing this provision shall be liable to the penalties provided for by Ivorian law.

CHAPTER IX

Satellite-based vessel monitoring system (VMS)

1. Vessel position messages – VMS system

Whilst they are in the Ivorian zone, EU vessels holding a licence 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. the vessel identification,
- b. the most recent geographical position of the vessel (longitude, latitude), with a position 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 4 to this Annex. The first position recorded after entry into the Ivorian 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 Ivorian 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 master shall ensure at all times that the VMS system of his vessel is fully operational and that the position messages are correctly transmitted to the FMC of the flag State.

In the event of breakdown, the VMS system of the vessel shall be repaired or replaced within one month. After that period, the vessel shall no longer be authorised to fish in the Ivorian fishing zone.

Vessels fishing in the Ivorian fishing zone with a defective VMS system must communicate their position messages by e-mail, radio or fax to the FMC of the flag State, at least every four hours, and must provide all the compulsory information detailed in paragraph 1.

3. Secure communication of position messages to the Republic of Côte d'Ivoire

The FMC of the flag State shall automatically send the position messages of the vessels concerned to the Ivorian FMC. The FMC of the flag State and the Ivorian FMC shall exchange their contact e-mail addresses and inform each other immediately of any change to these addresses.

The transmission of position messages between the FMCs of the flag State and Côte d'Ivoire shall be carried out electronically using a secure communication system.

The Ivorian FMC shall inform the FMC of the flag State and the EU of any interruption in the receiving of consecutive position messages from a vessel holding a licence, where the vessel concerned has not notified its departure from the fishing zone.

4. Malfunction of the communication system

The Republic of Côte d'Ivoire shall ensure the compatibility of its electronic equipment with that of the FMC of the flag State and inform the EU immediately of any malfunction as regards the communication and receiving of position messages with a view to finding a technical solution as soon as possible. The Joint Committee shall deal with any possible dispute arising.

The master shall be considered to be responsible for any proven manipulation of a 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 Ivorian legislation in force.

5. Revision of the frequency of position messages

On the basis of documentary evidence proving an infringement, the Republic of Côte d'Ivoire may ask the FMC of the flag State, copying in the EU, to reduce the interval for sending position messages from a vessel to every thirty minutes for a set period of investigation. That documentary evidence must be sent immediately by the Republic of Côte d'Ivoire to the flag State FMC and the EU. The FMC of the flag State shall immediately send the position messages to Côte d'Ivoire at the new frequency.

When the period of investigation ends, the Republic of Côte d'Ivoire shall immediately inform the FMC of the flag State and the EU and subsequently inform them of any follow-up.

Chapter X

Infringements

1. Handling of infringements

Any infringement committed by an EU vessel holding a licence in accordance with the provisions of this Annex must be mentioned in an inspection report. This report shall be sent to the EU and the flag State within seven working days.

2. Detention of a vessel – information meeting

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 an Ivorian port.

The Republic of Côte d'Ivoire shall notify the EU within 24 hours of any detention of an EU vessel holding a licence. This notification shall be accompanied by documentary evidence of the infringement.

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

3. Penalties for infringements - compromise procedure

The penalty for the infringement shall be set by the Republic of Côte d'Ivoire according to the provisions of the national legislation in force.

Where settling the infringement involves legal proceedings, before these are launched, and provided that the infringement does not involve a criminal act, a compromise procedure shall be undertaken between the Republic of Côte d'Ivoire and the vessel owner or his/her representative in order to determine the terms and level of the sanction. A representative of the flag State of the vessel and of the EU may participate in this compromise procedure. The compromise procedure shall finish at the latest three days after the notification of the detention of the vessel.

4. Legal proceedings – bank security

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

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

- a. in full, if no penalty has been imposed;
- b. for the amount of the remaining balance, if the penalty is a fine which is lower than the amount of the bank security.

The Republic of Côte d'Ivoire shall inform the EU of the outcome of the legal proceedings within seven working days of the judgement being given.

5. Release of the vessel and the crew

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

- once the obligations arising under the amicable settlement have been fulfilled, or
- once the bank security has been lodged.

Appendices

1. Licence application form
2. Data sheet
3. ICCAT logbook
4. Format of VMS position message
5. Electronic reporting of fishing operations (ERS)

Appendix 1 – Licence application form

CÔTE D'IVOIRE - EUROPEAN UNION FISHERIES AGREEMENT

FISHING LICENCE APPLICATION FORM

I - APPLICANT

1. Name of vessel owner: Nationality:
2. Name of the vessel owner's association or agent:
3. Address of the vessel owner's association or agent:
.....
4. Telephone: Fax:
5. Name of master: Nationality:

II – VESSEL AND IDENTIFICATION

1. Vessel name:
2. Flag State:
3. Previous flag, if any;
4. Date on which current flag was acquired:
5. External registration number:
6. Port of registry: MMSI:
7. Year and place of construction:
8. Radio call sign: Call frequency:
9. Hull construction material: Steel Wood Polyester Other

III - TECHNICAL CHARACTERISTICS AND EQUIPMENT

1. Overall length: Width:
2. Tonnage (expressed in GT London):
3. Horse power of main engine: : Make: Type:
4. Vessel Type: Fishing category:
5. Gear types:
6. Fishing zones: Target species:
7. Crew complement:
8. Method of preservation on board: Cooling Refrigeration Mixed Freezing
9. Freezing capacity in tonnes/24 hours:
10. Hold capacity: Number:

Done at Brussels,

Name of Applicant

Appendix 2 – Technical sheet

FREEZER TUNA SEINERS AND LONGLINERS

| | |
|--|--|
| 1. Fishing zone: | |
| Beyond 12 nautical miles from the base lines. | |
| 2. Authorised gear | |
| Seine Surface longliners | |
| 3. Prohibited species: | |
| <p>In accordance with the Convention on Migratory Species (CMS) and with the ICCAT resolutions, fishing for the basking shark (<i>Cetorhinus maximus</i>), white shark (<i>Carcharodon carcharias</i>), bigeye thresher shark (<i>Alopias superciliosus</i>), hammerhead sharks in the Sphyrnidae family (with the exception of the bonnethead shark), oceanic whitetip shark (<i>Carcharhinus longimanus</i>) and the silky shark (<i>Carcharhinus falciformis</i>) is prohibited. Fishing for the sandtiger shark (<i>Carcharias taurus</i>) and the tope shark (<i>Galeorhinus galeus</i>) is prohibited.</p> <p>The two Parties shall consult within the Joint Committee to update this list on the basis of scientific recommendations.</p> | |
| 4. Authorised tonnage/fees | |
| 4.1. Additional fee per tonne caught | EUR 35 per tonne |
| 4.2. Annual flat-rate fee: | EUR 5 390 for 154 tonnes per seiner EUR 1 960 for 56 tonnes per surface longliner |
| 4.3. Number of vessels authorised to fish | 28 seiners 10 longliners |

Appendix 4 – Format of VMS position message

COMMUNICATION OF VMS MESSAGES TO CÔTE D'IVOIRE POSITION REPORT

| Data Element | Field code | Mandatory or optional? | Remarks |
|------------------------------|------------|------------------------|---|
| Start record | SR | O | System detail; indicates start of record |
| Address destination | AD | O | Message detail; destination Party Alfa-3 ISO country code |
| Source | FR | O | Message detail; destination Party Alfa-3 ISO country code |
| Number | RN | F | Message detail; serial number of the record for the relevant year |
| Type of message | TM | O | Message detail; message type: 'ENT', 'POS' or 'EXI' |
| Name of the vessel | NA | F | Name of the vessel |
| External registration number | XR | F | Vessel detail; the side number of the vessel |
| Radio call sign | RC | O | Vessel detail; international radio call sign of the vessel |
| EU Fleet Register Number | IR | F | Vessel detail; Unique Party vessel number Unique Party vessel number as Alfa-3 ISO flag country code followed by number |
| Latitude | LT | O | Position detail; position ± 99.999 (WGS-84) |
| Longitude | LG | O | Position detail; position ± 999.999 (WGS-84) |
| Speed | SP | O | Position detail; Vessel speed in tenths of knots |
| Course | CO | O | Position detail; vessel course 360° scale |
| Date | DA | O | Position detail; UTC date of position (YYYYMMDD) |
| Time | TI | O | Position detail; UTC time of position (HHMM) |
| End record | ER | O | System detail; indicates end of record |

Format details

Each data transmission is structured as follows:

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

a double slash (//) and field code indicates the start of a data element,

a single slash (/) separates the field code and the data,

a space separates pairs of data,

the characters 'ER' and a double slash (//) indicate the end of a record.

Appendix 5 – Electronic reporting of fishing operations

Electronic recording and reporting systems

1. Every EU vessel fishing under this Protocol must be equipped with a working electronic recording and reporting system, hereinafter referred to as an ERS system (ERS - Electronic Reporting System), capable of recording and transmitting the data on the fishing activities, throughout the period the vessel is present in Ivorian waters. An EU vessel that is not equipped with an ERS system, or whose ERS system is not working, is not authorised to begin a fishing operation in Ivorian waters.
2. The flag State and Côte d'Ivoire shall both ensure that their national fisheries monitoring centres (FMCs) are equipped with the necessary IT equipment and software for automatically transmitting the ERS data in the XML format available on http://ec.europa.eu/cfp/control/codes/index_en.htm and saving the ERS data for at least three years. Any amendment or update of the format must be identified and dated and enter into force after a 6-month period.
3. The ERS data shall be transmitted using the electronic means of communication operated by the European Commission on behalf of the EU.
4. The Parties shall ensure that the ERS data are registered sequentially.
5. The flag Member State and Côte d'Ivoire shall ensure that their FMCs exchange the relevant names, e-mail addresses and telephone and fax numbers. Any later changes to this data shall be communicated without delay.

Transmission of ERS data

6. All EU vessels fishing under this Protocol:
 - a. shall keep an electronic logbook for each day they are in Ivorian waters. Each species shall be identified by its FAO alpha 3 code, in kilograms of live weight or, if necessary, the number of individual fish;
 - b. shall communicate the quantities held on board for each of the species identified on the fishing authorisation, on each entry into and departure from Ivorian waters, the provisions of Chapter VII notwithstanding;
 - c. shall record the catches made in Ivorian waters by species and for each haul, identifying the quantities caught and the discarded catches. For the species identified on the fishing authorisation, the master must also indicate the absence of catches;
 - d. shall record by species the quantities transhipped or unloaded, notwithstanding the provisions of Chapter V;
 - e. shall send the ERS data electronically to the FMC of its flag State before 23:59 UTC.
7. The master is responsible for the accuracy of the ERS data recorded and sent.
8. The flag State shall ensure that its FMC sends the ERS data to the Ivorian FMC immediately in accordance with the procedures and format indicated in paragraph 2.
9. The Ivorian FMC:
 - a. shall process all the ERS data in a confidential manner;
 - b. shall send the ERS data to the FMC of the vessel's flag State within 48 hours of each transhipment and/or unloading operation.

Technical failure

10. The flag State of an EU vessel shall ensure that the master, the owner, or his representative, is informed immediately of any technical failure of the ERS system installed on his vessel.

11. In the event of a technical failure of the ERS system, the master or the owner shall ensure that the ERS system is repaired or replaced within a period of one month of the breakdown.

12. Every EU vessel fishing with a defective ERS system shall send the ERS data to the FMC of its flag State before 23:59 UTC by any other available electronic means of communication.

Non-receipt of ERS data

13. The Ivorian FMC shall notify the FMC of the competent flag State and the EU without delay of any interruption in the transmission of ERS data from an EU vessel fishing under this Protocol.

14. Following receipt of this notification, the FMC of the flag State shall immediately identify the reasons for which the ERS data could not be sent and take the appropriate measures to resolve the problem. The FMC of the flag State shall immediately inform the Ivorian FMC and the EU of the causes identified and the corresponding corrective measures.

15. The missing ERS data shall be sent by the FMC of the flag State to the Ivorian FMC without delay.

16. In the event of the Ivorian FMC not working, the EU shall send Côte d'Ivoire the aggregate ERS data of the EU vessels which had been fishing in its waters, on a monthly basis.