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ANNEX 1

## **ANNEX**

**to the proposal for a**

### **COUNCIL DECISION**

**on the signing, on behalf of the European Union, and provisional application of the Protocol setting out the fishing opportunities and the financial contribution provided for in the Fisheries Partnership Agreement between the European Union and the Republic of Cape Verde**

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**Protocol setting out the fishing opportunities and the financial contribution provided for by the Fisheries Partnership Agreement between the European Union and the Republic of Cape Verde**

*Article 1*  
***Period of application and fishing opportunities***

1. For a period of four years from the date of provisional application of the Protocol, the fishing opportunities granted to European Union vessels pursuant to Article 5 of the Fisheries Partnership Agreement shall be as follows:  
  
Highly migratory species listed in Annex 1 to the 1982 United Nations Convention on the Law of the Sea, within the limits set in Appendix 2 and with the exception of species which are protected or prohibited in the framework of ICCAT or other international agreements:
  - freezer tuna seiners: 28 vessels,
  - pole-and-line tuna vessels: 13 vessels,
  - surface longliners: 30 vessels.
2. Paragraph 1 shall apply subject to the provisions of Articles 4 and 5 of this Protocol.
3. Pursuant to Article 6 of the Agreement, vessels flying the flag of a Member State of the European Union (hereinafter ‘EU vessels’) may engage in fishing activities in the Exclusive Economic Zone (EEZ) of Cape Verde only if they are in possession of a valid fishing licence issued by Cape Verde under this Protocol.

*Article 2*  
***Financial contribution – Methods of payment***

1. The total value of the Protocol, for the period referred to in Article 1, is estimated at EUR 3 300 000.
2. The amount referred to in the first paragraph breaks down as follows:
  - EUR 2 100 000 by way of the financial contribution referred to in Article 7 of the Agreement, allocated as follows:
    - (a) an annual amount as financial compensation for access to resources of EUR 275 000 per year for the first and second year and EUR 250 000 per year for the third and fourth year, equivalent to a reference tonnage of 5 000 tonnes per year;

- (b) a specific amount to support the implementation of Cape Verde's sectoral fisheries policy of EUR 275 000 per year for the first and second year and EUR 250 000 per year for the third and fourth year;
  - EUR 1 200 000, corresponding to the estimated fees payable by the vessel owners for fishing licences issued under Articles 5 and 6 of the Agreement according to the procedures set out in Chapter II, point 3 of the Annex.
- 3. Paragraph 1 shall apply subject to Articles 3, 4, 5, 7 and 8 of this Protocol and Articles 12 and 13 of the Fisheries Partnership Agreement.
- 4. If the overall quantity of catches by EU vessels in Cape Verdean waters exceeds the reference tonnage laid down in paragraph 2(a), the amount of the financial contribution laid down in paragraph 2(a) shall be increased, for each additional tonne caught, by EUR 55 the first two years and by EUR 50 the remaining two years. However, the total annual amount paid by the Union shall not be more than twice the amount indicated in paragraph 2(a). Where the quantities caught by 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 2(a) and (b) shall be made no later than 90 days after the date of provisional application of the Protocol the first year and no later than the anniversary date of the Protocol the following years.
- 6. The Cape Verdean 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 Public Treasury account opened with a financial institution specified by the Cape Verdean authorities.

### *Article 3*

#### ***Promotion of responsible and sustainable fishing in Cape Verdean waters***

- 1. No later than three months after the entry into force of this Protocol, the Parties shall agree, within the Joint Committee provided for in Article 9 of the Fisheries Partnership Agreement, on a multiannual sectoral programme and detailed implementing rules, in particular:
  - (a) annual and multiannual guidelines for using the financial contribution referred to in Article 2(2)(b);
  - (b) the objectives, both annual and multiannual, to be achieved with a view to introducing, over time, responsible and sustainable fishing, taking account of the priorities expressed by Cape Verde in its national fisheries policy and other policies relating to or having an impact on the introduction of responsible and sustainable fishing;
  - (c) criteria and procedures for evaluating the results obtained each year.
- 2. All proposed amendments to the multiannual sectoral programme require approval by the Joint Committee.
- 3. Each year, the Cape Verdean authorities may decide to allocate an additional amount over and above the share of the financial contribution referred to in Article 2(2)(b) with a view to implementing the multiannual programme. This allocation shall be

communicated to the European Union no later than two (2) months before the anniversary date of this Protocol.

4. Each year, the parties shall carry out, within the Joint Committee, an evaluation of the progress made in implementing the multiannual sectoral programme. Where this evaluation indicates that the objectives financed directly by the share of the financial contribution referred to in Article 2(2)(b) of this Protocol have not been satisfactorily achieved, the European Union reserves the right to reduce that share of the financial contribution with a view to adjusting the amount allocated to implementing the programme in line with the results.

#### *Article 4*

##### ***Scientific cooperation on responsible fishing***

1. The parties hereby undertake to promote responsible fishing in Cape Verdean waters on the basis of the principle of non-discrimination between the various fleets fishing in those waters. All technical conservation measures which must be met in order for a fishing licence to be issued, as specified in Annex 2 to this Protocol, shall apply to all foreign industrial fleets operating in the Cape Verdean fishing zone under technical conditions similar to those applicable to the EU fleets.
2. During the period covered by this Protocol, the European Union and the authorities of Cape Verde shall monitor the evolution of captures, the fishing effort and the state of fishery resources in the Cape Verdean fishing zone with regard to all species covered by the Protocol. In particular, the parties agree to improve data collection and analysis, with a view to drawing up a national action plan for the conservation and management of sharks in the Cape Verdean EEZ.
3. The parties shall comply with the recommendations and resolutions of the International Commission for the Conservation of Atlantic Tunas (ICCAT) regarding the responsible management of fisheries.
4. In accordance with Article 4 of the Fisheries Partnership Agreement and on the basis of ICCAT recommendations and resolutions and the best available scientific advice, the parties shall consult each other within the Joint Committee set up under Article 9 of the Fisheries Partnership Agreement before adopting, by mutual agreement and if necessary after a scientific meeting, any measures aimed at the sustainable management of fishery resources affecting the activities of EU vessels.
5. Cape Verde undertakes to make public any agreement authorising vessels flying a foreign flag to fish in waters under Cape Verdean jurisdiction, whilst taking into account any sensitive information such as the financial conditions.
6. Given that pelagic sharks may be among the species caught by the EU fleet in connection with tuna fisheries, and in view of the vulnerability of these species as expressed in ICCAT scientific opinions, any catches of the species in question by longline vessels engaged in fishing under this Protocol require particular attention in line with the precautionary principle. The parties shall cooperate with a view to improving the availability and monitoring of scientific data relating to the species caught.

To this end, the parties shall set up a mechanism for strict monitoring of this fishery in order to ensure sustainable exploitation of the resource. The monitoring mechanism shall, in particular, be based on a quarterly exchange of data on shark

catches. If in the course of a year these catches exceed 30% of the reference tonnage referred to in Article 2(2)(a), reinforced monitoring based on a monthly exchange of data and consultation between the parties shall be set up. If in the course of a year such catches exceed 40% of the reference tonnage referred to above, the Joint Committee shall, where appropriate, adopt further management measures setting a more adequate framework for the longliner fleet's activities.

Furthermore, the parties agree to take account of a study carried out by the European Union with the participation of Cape Verdean scientific institutes, aimed at:

- analysing the condition of sharks and the impact of fishing on local ecosystems;
- providing data on the migratory patterns of shark species;
- identifying biologically and ecologically vulnerable zones in Cape Verde and the tropical Atlantic.

The Joint Committee may decide to adjust the monitoring mechanism referred to above to take account of the results of this study.

#### *Article 5*

##### ***Review of fishing opportunities and technical measures by mutual agreement within the Joint Committee***

1. The Joint Committee may review the fishing opportunities referred to in Article 1 and adjust them by mutual agreement insofar as ICCAT recommendations and resolutions confirm that the adjustment guarantees the sustainable management of the fishery resources covered by this Protocol. In this case, the financial contribution referred to in Article 2(2)(a) shall be adjusted proportionately and *pro rata temporis* and the necessary amendments shall be made to this Protocol and to its Annex.
2. The Joint Committee may, where necessary, examine and adapt by mutual agreement the provisions governing the pursuit of fishing activities and the rules for implementing this Protocol and the Annexes thereto.

#### *Article 6*

##### ***Landing incentives and promoting cooperation between economic operators***

1. The parties shall cooperate with a view to improving landing options in Cape Verdean ports.
2. Financial landing incentives as specified in the Annex shall be put into place.
3. The parties shall endeavour to create conditions favourable to the promotion of relations between their enterprises in the technical, economic and commercial spheres, by encouraging the establishment of an environment favourable to the development of business and investment.

#### *Article 7*

##### ***Suspension of the Protocol's implementation***

1. The implementation of this Protocol may be suspended at the initiative of one of the parties if one or more of the following conditions apply:

- (a) unusual circumstances, as defined in Article 7(3)(a) of the Fisheries Partnership Agreement, prevent fishing activities in the Cape Verdean EEZ;
  - (b) significant changes in the formulation or implementation of the fisheries policy of either one of the parties affecting the provisions of this Protocol;
  - (c) activation of the consultation mechanisms laid down in Article 96 of the Cotonou Agreement owing to violation of one of the essential and fundamental elements of human rights and democratic principles set out in Article 9 of that Agreement;
  - (d) non-payment by the European Union of the financial contribution provided for in Article 2(2)(a), for reasons other than those provided for in Article 8 of this Protocol;
  - (e) a serious and unresolved dispute between the parties on the application or interpretation of this Protocol.
2. Where the application of the Protocol is suspended for reasons other than those given in paragraph 1(c) above, the party concerned shall be required to notify its intention in writing at least three months before the date on which 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 was suspended.

#### *Article 8*

##### ***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 reviewed or suspended if one or more of the following conditions apply:
- (a) unusual circumstances, other than natural phenomena, prevent fishing activities in the Cape Verdean EEZ;
  - (b) significant changes in the formulation or implementation of the fisheries policy of either one of the parties affecting the provisions of this Protocol;
  - (c) activation of the consultation mechanisms laid down in Article 96 of the Cotonou Agreement owing to violation of one of the essential and fundamental elements of human rights and democratic principles set out in Article 9 of that Agreement.
2. The European Union may review or suspend, partially or totally, payment of the specific financial contribution provided for in Article 2(2)(b) of this Protocol in the event of failure to implement it or if the results obtained are inconsistent with the programming, following an evaluation carried out by the Joint Committee.

3. Payment of the financial contribution shall resume, after consultation and agreement between the parties, as soon as the situation prior to the events referred to in paragraph 1 has been re-established 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.

#### *Article 9*

##### ***Electronic communication***

1. Cape Verde 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. Once the systems provided for in paragraph 1 above are operational, the electronic version of a document shall be considered to be the equivalent of a paper document in every respect.
3. Cape Verde and the European Union 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 10*

##### ***Satellite monitoring***

Satellite monitoring of EU fishing vessels under this Protocol shall take place in accordance with the provisions set out in the Annex.

#### *Article 11*

##### ***Confidentiality of data***

Cape Verde 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. Such data shall be used exclusively for the purposes of implementing the Agreement.

#### *Article 12*

##### ***Applicable provisions of national law***

1. The activities of EU fishing vessels operating in Cape Verdean waters under this Protocol shall be governed by the legislation in force in Cape Verde, in particular the provisions of the Cape Verdean fisheries resources management plan, unless the Fisheries Partnership Agreement, this Protocol and its Annex and Appendices provide otherwise.
2. The Cape Verdean authorities shall inform the European Commission of any change or any new legislation relating to the fishing sector.

*Article 13*  
***Duration***

This Protocol and the Annex hereto shall apply for a period of four years from the date of provisional application laid down in Article 15, unless notice of termination is given under Article 14.

*Article 14*  
***Termination***

1. In the event of termination of this Protocol, the party concerned shall notify the other party in writing of its intention to terminate it at least six months before the date on which such termination would take effect.
2. Dispatch of the notification referred to in the previous paragraph shall give rise to consultations between the parties.

*Article 15*  
***Provisional application***

This Protocol shall apply provisionally from the date of signature.

*Article 16*  
***Entry into force***

This Protocol with its Annex shall enter into force on the date on which the parties notify each other that the procedures necessary for that purpose have been completed.

## ***ANNEX TO THE PROTOCOL***

### **CONDITIONS FOR THE PURSUIT OF FISHING ACTIVITIES BY EU VESSELS IN THE CAPE VERDEAN FISHING ZONE**

#### **CHAPTER I**

##### **GENERAL PROVISIONS**

###### **1. Designation of the competent authority**

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

- for the EU: the European Commission, where applicable via the EU delegation to Cape Verde;
- for Cape Verde: the Ministry responsible for fisheries.

###### **2. Fishing zone**

The coordinates of the Cape Verdean EEZ are set out in Appendix 1. EU vessels may carry out their fishing activities beyond the limits laid down for each category in Appendix 2.

Cape Verde shall inform the vessel owners of the coordinates of any zones closed to shipping and fishing when issuing the fishing licence. The EU shall also be informed.

###### **3. Appointment of a local agent**

Any EU vessel which plans to land or tranship in a Cape Verdean port must be represented by an agent resident in Cape Verde.

###### **4. Bank account**

Cape Verde shall notify the EU before the entry into force 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 vessel owners.

#### **CHAPTER II**

##### **FISHING LICENCES**

###### **1. Condition for obtaining a fishing licence – eligible vessels**

Fishing licences under Article 6 of the Agreement shall be issued on condition that the vessel is listed in the EU register of fishing vessels and that all previous obligations of the vessel owner, the master, or the vessel itself arising out of fishing activities in Cape Verde under the Agreement have been met.

###### **2. Application for a fishing licence**

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

The following must be enclosed with each initial application for a fishing licence under the current Protocol, or an application submitted following a technical change to the vessel concerned:

- (i) proof of payment of the flat-rate fee for the period of validity of the fishing licence requested, and the flat-rate contribution for the observers referred to in Chapter X of this Annex;
- (ii) the name and address of the vessel's local agent, where there is one;
- (iii) a recent colour photograph of the vessel, showing a lateral view and at least 15 cm × 10 cm in size;
- (iv) any other document specifically required under the Agreement.

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

### **3. Fees and advance payments**

(a) The fees to be paid by the vessel owners are calculated as follows:

- EUR 55 per tonne caught in the Cape Verdean fishing zone during the first two years of application;
- EUR 65 per tonne caught in the Cape Verdean fishing zone during the last two years of application.

(b) Fishing licences shall be issued once the following anticipated flat-rate fees have been paid to the competent Cape Verdean authorities:

For tuna seiners:

- EUR 4 950 per year during the first two years of application, i.e. the equivalent of EUR 55 per tonne for 90 tonnes;
- EUR 5 525 per year during the last two years of application, i.e. the equivalent of EUR 65 per tonne for 85 tonnes;

For pole-and-line vessels:

- EUR 495 per year during the first two years of application, i.e. the equivalent of EUR 55 per tonne for 9 tonnes;
- EUR 585 per year during the last two years of application, i.e. the equivalent of EUR 65 per tonne for 9 tonnes;

For surface longliners:

- EUR 3 190 per year during the first two years of application, i.e. the equivalent of EUR 55 per tonne for 58 tonnes;
- EUR 3 250 per year during the last two years of application, i.e. the equivalent of EUR 65 per tonne for 50 tonnes.

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

### **4. Provisional list of vessels licensed to fish**

Once it has received the fishing licence applications, Cape Verde shall immediately draw up, for each category of vessel, 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 the provisional list to the vessel owner or to their agent. If the EU offices are closed, Cape Verde may send the provisional list directly to the vessel owner or their agent with a copy to the EU.

#### **5. Issue of fishing licences**

A fishing licence for tuna and tuna-like species shall be issued by Cape Verde to the EU within 15 working days of receiving the full application file.

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

The EU shall forward the fishing licence to the vessel owner or to their agent. If the EU offices are closed, Cape Verde may issue the fishing licence directly to the vessel owner or their agent with a copy to the EU.

#### **6. List of vessels licensed to fish**

Once the fishing licence is issued, Cape Verde shall draw up immediately for each category of vessel the final list of vessels which are licensed to fish in the Cape Verdean 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. Period of validity of the fishing licence**

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

In order to establish the start of the period of validity, one year shall mean:

- (i) for the first year of application of the Protocol, the period between the date of its entry into force and 31 December of the same year;
- (ii) then, each complete calendar year;
- (iii) for the last year of application of the Protocol, the period between 1 January and the date of expiry of the Protocol.

#### **8. Keeping the fishing licence on board**

The fishing licence must be kept on board at all times.

However, vessels shall be permitted to fish as soon as they are included on the provisional list referred to above. Vessels must keep the provisional list on board until their fishing licence is issued.

#### **9. Transfer of a fishing licence**

A fishing licence shall be issued for a given vessel and shall not be transferable.

However, 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, and at the request of the EU, the fishing licence shall be replaced by a new licence, issued for another similar vessel or a substitute vessel.

The transfer shall involve the fishing licence to be replaced being returned by the vessel owner or their agent in Cape Verde, and Cape Verde drawing up the replacement licence as soon as possible. The replacement licence shall be issued without further delay to the vessel

owner or their agent when the licence to be replaced is returned. The replacement licence shall take effect on the day on which the licence to be replaced is returned.

Cape Verde shall update the list of vessels licensed to fish as soon as possible. The new list shall be sent without delay to the national body responsible for supervising fishing, and to the EU.

#### **10. Support vessels**

Cape Verde shall authorise fishing vessels to be assisted by support vessels, subject to adoption by Cape Verde of legislation regulating the activity of such vessels.

### **CHAPTER III**

#### **TECHNICAL CONSERVATION MEASURES**

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

The vessels shall comply with all the recommendations adopted by the International Commission for the Conservation of Atlantic Tunas (ICCAT).

In line with ICCAT's recommendations, the parties shall endeavour to reduce the level of by-catches of turtles, seabirds and other non-target species. The EU vessels shall release any such by-catches in the interest of increasing the chance of survival of the species concerned.

### **CHAPTER IV**

#### **CATCH REPORTING ARRANGEMENTS**

##### **1. Fishing logbook**

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 4 to this Annex.

The fishing logbook shall be completed by the master for each day the vessel is present in the Cape Verdean 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 include 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 declare the vessel's catch by submitting to Cape Verde its fishing logbooks for the period of its presence in the Cape Verdean fishing zone.

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

- (i) when passing through a Cape Verdean port, the original of each fishing logbook shall be submitted to the local representative of Cape Verde, who shall confirm receipt thereof in writing;
- (ii) when leaving the Cape Verdean fishing zone without first passing through a Cape Verdean port, the original of each fishing logbook shall be sent within a period of 14 days after arrival in any other port, and in any case within a period of 30 days after leaving the Cape Verdean zone:
  - (a) by letter sent to Cape Verde;
  - (b) or by fax, to the number given by Cape Verde;
  - (c) or by e-mail.

As soon as Cape Verde is able to receive catch declarations by e-mail, the master shall send the fishing logbooks to Cape Verde at the e-mail address given by Cape Verde. Cape Verde shall confirm receipt thereof immediately by return e-mail.

For tuna-fishing vessels and surface longliners, the master shall also send a copy of all the fishing logbooks to one of the following scientific institutes:

- (i) Institut de recherche pour le développement (IRD);
- (ii) Instituto Español de Oceanografía (IEO);
- (iii) Instituto Português do Mar e da Atmosfera (IPMA); or
- (iv) Instituto Nacional de Desenvolvimento das Pescas (INDP).

The return of the vessel into the Cape Verdean zone within the period of validity of its fishing licence shall give rise to further catch reporting.

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

### **3. Transition to an electronic system**

The parties agree to establish an electronic logbook and a system for electronic reporting of catch data (ERS) in accordance with the guidelines laid down in Appendix 6. The parties shall establish together the details of how this system is to be implemented, with the aim of making it operational from 1 September 2015.

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

Until the electronic system provided for under point 3 is in place, the Member States shall inform the EU not later than 15 June each year of the tonnages caught during the past year, as confirmed by the scientific institutes referred to above. For each tuna-fishing vessel and surface longliner, the EU shall draw up, on the basis of its catch reporting, a final statement of the fees owed by the vessel in respect of its annual season for the previous calendar year. The EU shall send this final statement to Cape Verde and to the vessel owner before 31 July of the year in progress.

From the date the electronic system provided for under point 3 becomes operational, the EU shall draw up for each pole-and-line tuna vessel, tuna seiner and surface longliner, on the basis of the logbooks archived at the FMC of the flag State, 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 Cape Verde and to the vessel owner before 31 March of the year in progress.

In both cases Cape Verde may, within 30 days of the day it was sent, contest the final statement on the basis of documentary proof. In the case of disagreement, the parties shall consult each other in the Joint Committee. If Cape Verde does not object within 30 days, the final statement shall be considered to be adopted.

Where the final statement exceeds the anticipated flat-rate fee paid to obtain the fishing licence, the vessel owner shall pay the outstanding balance to Cape Verde by 30 September of the year in progress. Where the final statement is less than the anticipated flat-rate fee, the remaining amount may not be reclaimed by the vessel owner.

## **CHAPTER V**

### **LANDINGS AND TRANSHIPMENTS**

#### **1. Notification**

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

- (a) the name of the fishing vessel which is to land or tranship;
- (b) the port of landing or transhipment;
- (c) the date and time scheduled for the landing or transhipment;
- (d) the quantity (expressed in kilograms of live weight or, if necessary, the number of individual fish) of each species to be landed or transhipped (identified by its FAO alpha 3 code);
- (e) in the case of transhipment, the name of the receiving vessel;
- (f) the health certificate of the receiving vessel.

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

Non-compliance with these provisions shall lead to imposition of the relevant penalties provided for under Cape Verdean legislation.

#### **2. Landing incentives**

In order to contribute to the development of Cape Verde's fishing industry and enhance the economic and social impact of the Agreement, in particular in the area of fish processing and adding value to fishery products, the parties shall consult each other with a view to drawing up a strategy aimed at increasing the rate of landings by the EU fleet.

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

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

Where EU vessels holding a fishing licence under the provisions of this Protocol land tuna catches in a Cape Verdean port, they shall be granted a reduction in the fee of EUR 10 per tonne landed. An additional reduction of EUR 10 per tonne shall be granted where fishery products are sold to a Cape Verdean processing factory. This mechanism shall apply for up to a maximum of 50% of the final catch statement.

Proof of the landing and/or sale shall be sent to the Directorate-General for Fisheries. Once these documents have been approved, the vessel owners concerned will be informed by the EU of the amounts to be refunded to them. The amounts shall be deducted from the fees due for future licence applications.

## **CHAPTER VI**

### **CHECKS**

#### **1. Entering and leaving the zone**

Any entry into or departure from the Cape Verdean fishing zone of an EU vessel holding a fishing licence must be notified to Cape Verde within six hours of the entry or departure.

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

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

Notification shall be given preferably by e-mail or, failing that, by fax or radio, to an e-mail address, a telephone number or a frequency given by Cape Verde. Cape Verde 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 the Cape Verdean zone without having previously notified its presence shall be considered to be an unlicensed fishing vessel.

#### **2. Inspection at sea**

Inspections at sea in the Cape Verdean zone of EU vessels holding a fishing licence shall be carried out by vessels and inspectors of Cape Verde who are clearly identified as being assigned to carry out fishing checks.

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

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

Cape Verde may authorise the EU to participate in the inspection at sea as an observer.

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

At the end of each inspection, the Cape Verdean inspectors shall draw up an inspection report. The master of the EU vessel shall have the right to make comments in the inspection report.

The inspection report shall be signed by the inspector drawing up the report and the master of the EU vessel.

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

### **3. Inspection in port**

Inspections in port of EU vessels landing or transshipping their catch from the Cape Verdean zone in the waters of a Cape Verdean port shall be carried out by Cape Verdean inspectors who are clearly identified as being assigned to carry out fishing checks.

The inspection shall be carried out by a maximum of two inspectors, who must provide proof of their identity and official position as an inspector before carrying out the inspection. The Cape Verdean 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.

Cape Verde may authorise the EU to participate in the inspection in port as an observer.

The master of the EU vessel shall allow the Cape Verdean inspectors to carry out their work.

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

The Cape Verdean inspectors shall give a copy of the inspection report to the master of the EU vessel at the end of the inspection. Cape Verde shall send a copy of the inspection report to the EU within a period of eight days after the inspection.

## **CHAPTER VII**

### **SATELLITE MONITORING SYSTEM (VMS)**

#### **1. Vessel position messages – VMS system**

Whilst they are in the Cape Verdean zone, EU vessels holding a fishing 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 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, and
- (e) comply with the format set out in Appendix 5 to this Annex.

The first position recorded after entry into the Cape Verdean zone shall be identified by the code 'ENT'. All subsequent positions shall be identified by the code 'POS', with the exception of the first position recorded after departure from the Cape Verdean 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**

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

In the event of breakdown, the VMS of the vessel shall be repaired or replaced within one month. After that period, the vessel shall no longer be permitted to fish in the Cape Verdean zone.

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

## **3. Secure communication of the position messages to Cape Verde**

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

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

The FMC of Cape Verde 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 fishing licence, where the vessel concerned has not notified its departure from the zone.

## **4. Malfunction of the communication system**

Cape Verde 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 sending and receiving of position messages with a view to finding a technical solution as soon as possible. The Joint Committee shall deal with any possible dispute arising.

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

## **5. Revision of the frequency of position messages**

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

At the end of the set investigation period, Cape Verde shall inform the FMC of the flag State and the EU of any follow-up which is required.

# **CHAPTER VIII INFRINGEMENTS**

## **1. Handling of infringements**

Any infringement committed by an EU vessel holding a fishing licence under the provisions of this Annex must be mentioned in an inspection report.

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

## **2. Detention of a vessel – information meeting**

Where the Cape Verdean legislation in force so provides with regard to the alleged infringement, the EU vessel concerned may be forced to cease its fishing activity and, where the vessel is at sea, to return to a Cape Verdean port.

Cape Verde shall notify the EU within 24 hours of any detention of an EU vessel holding a fishing licence. The notification must be sent together with elements justifying the detention.

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

## **3. Penalties for infringements – compromise procedure**

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

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

## **4. Legal proceedings – bank security**

If the compromise procedure fails and the infringement is brought before the competent court, the owner of the vessel which committed the infringement shall deposit a bank security at a bank designated by Cape Verde, the amount of which, as set by Cape Verde, covers the costs linked to the detention of the vessel, the estimated fine and any compensation. The bank security may not be released 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 delivered:

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

Cape Verde shall inform the EU of the outcome of the legal proceedings within eight days of the judgement being delivered.

## **5. Release of the vessel and the crew**

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

## **CHAPTER IX**

### **SIGNING-ON OF SEAMEN**

#### **1. Number of seamen to sign on**

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

- (a) the tuna seiner fleet shall sign on at least six seamen;
- (b) the pole-and-line tuna fleet shall sign on at least two seamen;
- (c) the surface longliner fleet shall sign on at least five seamen.

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

#### **2. Free choice of seamen**

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

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

#### **3. Seamen's contracts**

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

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

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

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

#### **4. Seamen's wages**

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

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

#### **5. Seamen's obligations**

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

## **6. Failure to sign on Cape Verdean seamen**

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

## **CHAPTER X**

### **CAPE VERDEAN OBSERVERS**

#### **1. Observation of fishing activities**

Vessels holding a fishing licence shall be subject to a scheme for observing their fishing activities carried out under the Agreement.

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

#### **2. Designated vessels and observers**

Cape Verde shall designate the EU vessels which must allow an observer on board and the observer assigned to them at the latest 15 days before the scheduled boarding date.

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

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

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

#### **3. Flat-rate financial contribution**

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

#### **4. Observer's salary**

The salary and social contributions of the observer shall be borne by the Cape Verdean authorities.

#### **5. Conditions on board**

The conditions under which the observer is taken on board, in particular the duration of their presence, shall be defined by mutual agreement between the vessel owner or their agent and Cape Verde.

An observer shall be treated on board as an officer. However, the observer's accommodation must take account of the vessel's technical structure.

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

The master shall take all the measures within his area of responsibility that are required to ensure the observer's physical safety and general wellbeing.

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

## **6. Observer's obligations**

Whilst on board the observer shall:

- (a) take all appropriate measures so as not to interrupt or hinder fishing operations;
- (b) respect on-board property and equipment;
- (c) respect the confidential nature of any document belonging to the vessel.

## **7. Observer's boarding and leaving the vessel**

The observer shall be taken on board in a port chosen by the vessel owner.

The vessel owner or their agent shall inform Cape Verde, with a notice period of 10 days before the observer is taken on board, of the date and time and the port where the observer will be taken on board. Where the observer is taken on board in a foreign country, their travel costs shall be borne by the vessel owner and their travel costs to the port of boarding shall be borne by the vessel owner.

If the observer does not present himself for boarding within 12 hours of the date and time set, the vessel owner shall be automatically discharged from their obligation to allow the observer on board. The vessel shall be free to leave the port and start fishing operations.

Where the observer is not set ashore in a Cape Verdean port, the vessel owner shall bear the costs of repatriating the observer to Cape Verde as soon as possible.

## **8. Observer's duties**

The observer shall carry out the following duties:

- (a) observe the fishing activities of the vessel;
- (b) verify the position of the vessel during fishing operations;
- (c) perform biological sampling in the context of a scientific programme;
- (d) note the fishing gear used;
- (e) verify the catch data for the Cape Verdean zone recorded in the logbook;
- (f) verify the percentages of by-catches and estimate the discarded catches;
- (g) send their observations by radio, fax or e-mail at least once a week while the vessel is fishing in the Cape Verdean zone, including the quantity of catches and by-catches on board.

## **9. Observer's report**

Before leaving the vessel, the observer shall submit a report with his observations to the master of the vessel. The master shall have the right to make comments in the observer's report. The report shall be signed by the observer and the master. The master shall receive a copy of the observer's report.

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

## **CHAPTER XI**

## **OPERATOR LIABILITY**

1. The operator shall ensure that its vessels are seaworthy and contain adequate life safety equipment and survival gear for each passenger and member of the crew.
2. The operator must have appropriate and complete insurance cover for their vessel, provided by a recognised international insurer.
3. Where an EU vessel is involved in a marine accident or incident in Cape Verde that causes pollution or any other kind of environmental damage, the vessel and its operator shall immediately inform the Cape Verdean authorities. If the damage observed is caused by the vessel belonging to the operator, the latter shall assume their responsibility under the relevant national and international provisions and procedures.

## ***APPENDICES TO THE ANNEX***

Appendix 1 – Cape Verdean EEZ

Appendix 2 – Technical conservation measures

Appendix 3 – Fishing licence application form

Appendix 4 – Fishing logbook

Appendix 5 – Sending of VMS messages to Cape Verde

Appendix 6 – Guidelines for managing and implementing the electronic reporting system for fishing activities (ERS)

### **Appendix 1 – Cape Verdean EEZ**

The Cape Verdean EEZ extends 200 nautical miles from the following baselines:

Point	Latitude north	Longitude west	Island
A.	14°48'43.17"	24°43'48.85"	I. Brava
C-P1 a Rainha	14°49'59.10"	24°45'33.11"	-
C-P1 a Faja	14°51'52.19"	24°45'09.19"	-
D-P1 Vermelharía	16°29'10.25"	24°19'55.87"	S. Nicolau
E.	16°36'37.32"	24°36'13.93"	Ilhéu Raso
F-P1 a da Peça	16°54'25.10"	25°18'11.00"	Santo Antão
F.	16°54'40.00"	25°18'32.00"	-
G-P1 a Camarin	16°55'32.98"	25°19'10.76"	-
H-P1 a Preta	17°02'28.66"	25°21'51.67"	-
I-P1 A Mangrade	17°03'21.06"	25°21'54.44"	-
J-P1 a Portinha	17°05'33.10"	25°20'29.91"	-
K-P1 a do Sol	17°12'25.21"	25°05'56.15"	-
L-P1 a Sinagoga	17°10'41.58"	25°01'38.24"	-
M-Pta Espechim	16°40'51.64"	24°20'38.79"	S. Nicolau
N-Pta Norte	16°51'21.13"	22°55'40.74"	Sal
O-Pta Casaca	16°50'01.69"	22°53'50.14"	-
P-Ilhéu Cascalho	16°11'31.04"	22°40'52.44"	Boa Vista
P1-Ilhéu Baluarte	16°09'05.00"	22°39'45.00"	-
Q-Pta Roque	16°05'09.83"	22°40'26.06"	-
R-Pta Flamengas	15°10'03.89"	23°05'47.90"	Maio
S.	15°09'02.21"	23°06'24.98"	Santiago
T.	14°54'10.78"	23°29'36.09"	-
U-D. Maria Pia	14°53'50.00"	23°30'54.50"	I. de Fogo
V-Pta Pesqueiro	14°48'52.32"	24°22'43.30"	I. Brava

X-Pta Nho Martinho	14°48'25.59	24°42'34.92"	-
Y=A	14°48'43.17"	24°43'48.85"	

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

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

Pursuant to the treaty signed on 19 September 2003 between the Republic of Cape Verde and the Islamic Republic of Mauritania, the maritime border between the two countries is delineated by the following points:

Point	Latitude north	Longitude west
H	16° 04.0'	019° 33.5'
I	16° 17.0'	019° 32.5'
J	16° 28.5'	019° 32.5'
K	16° 38.0'	019° 33.2'
L	17° 00.0'	019° 32.1'
M	17° 06.0'	019° 36.8'
N	17° 26.8'	019° 37.9'
O	17° 31.9'	019° 38.0'
P	17° 44.1'	019° 38.0'
Q	17° 53.3'	019° 38.0'
R	18° 02.5'	019° 42.1'
S	18° 07.8'	019° 44.2'
T	18° 13.4'	019° 47.0'
U	18° 18.8'	019° 49.0'
V	18° 24.0'	019° 51.5'
X	18° 28.8'	019° 53.8'
Y	18° 34.9'	019° 56.0'
Z	18° 44.2'	020° 00.0'

## Appendix 2 – Technical conservation measures

### **1. Measures applicable to all categories:**

#### Prohibited species

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

Fishing for whale shark (*Rhincondon typus*) is prohibited in accordance with national Cape Verdean legislation.

#### Prohibition on removing shark fins:

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

#### Prohibition of transhipments at sea:

Transshipment at sea is prohibited. Any transshipment operation must be carried out in the waters of a Cape Verdean port authorised for this purpose.

### **2. Specific measures**

#### SHEET 1: POLE-AND-LINE TUNA VESSELS

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

(2) Authorised gear: Pole and line

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

By-catches: Compliance with ICCAT and FAO recommendations.

#### SHEET 2: TUNA SEINERS

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

(2) Authorised gear: Seine

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

By-catches: Compliance with ICCAT and FAO recommendations.

#### SHEET 3: SURFACE LONGLINERS

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

(2) Authorised gear: Surface longline

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

By-catches: Compliance with ICCAT and FAO recommendations.

### **3. Updating**

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

**Appendix 3 - Fishing licence application form**

**CAPE VERDE – EUROPEAN UNION FISHING AGREEMENT**

**I - APPLICANT**

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

**II - VESSEL IDENTIFICATION DETAILS**

7. Vessel name:
8. Flag state: Port of registry:
9. External identification letters and numbers: MMSI: IMO No.:
10. Date of current flag registration (DD/MM/YYYY): ...../...../.....  
Previous flag (if applicable):
11. Place of construction: Date (DD/MM/YYYY) ...../...../.....
12. Radio call frequency: HF: VHF:
13. Vessel satellite phone No.: IRCS:

**III - VESSEL TECHNICAL DETAILS**

14. Vessel LOA (mts): BOA (mts):  
Tonnage (expressed in GT London):
15. Engine type: Engine power (in kW):
16. No of crew:
17. Conservation method on board: Ice ☐ Chilling ☐ Mixed ☐  
Freezing ☐
18. Processing capacity per day (24h) in tonnes: No of fish holds: Total capacity of  
fish holds (m<sup>3</sup>):
19. VMS Details of the automatic location device:  
Manufacturer: Model: Serial number:  
Software version: Satellite operator (MCSP):

**IV - FISHING ACTIVITY**

20. Fishing gear authorised: ☐ purse-seine ☐ longline ☐ pole-and-line
21. Place for landing catch:
22. License period requested from (DD/MM/YYYY): ..... / ..... / ..... to ...../  
..... / .....

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

Done at \_\_\_\_\_, on ..... / ..... / .....

Applicant's signature:

\_\_\_\_\_

#### Appendix 4 – Fishing logbook

Gear Type	Percentage of Total Catch
Longline	~15%
Live bait	~15%
Purse seine	~10%
Trawl	~10%
Other	~35%
(Unlabeled)	~15%

Vessel name: .....		Gross tonnage: .....	Vessel DEPARTED:	Month	Date	Year	Port	<div> <div>Purse seine</div> <div>Trawl</div> <div>Other</div> </div>
Flag country: .....		Capacity – (MT): .....						
Registration No: .....		Master: .....						
Vessel owner: .....		No of crew: .....						
Address: .....		Reporting date: .....	Vessel RETURNED:					
			No of days at sea:		No of fishing days:		Trip number:	
				No of sets made:				

[illegible]

## Comments

1 – Use one sheet per month and one line per day.

2 – ‘Day’ refers to the day you set the line.

4 - The last line (landing weight) should be completed only at the end of the trip. Actual weight at the time of unloading should be recorded.

3 - Fishing area refers to the position of the vessel. Round off minutes and record degree of latitude and longitude. Be sure to record N/S and E/W.

5 - All information reported herein will be kept strictly confidential.

**Appendix 5 – Sending of VMS messages to Cape Verde**

**POSITION REPORT**

<b>Data element</b>	<b>Code</b>	<b>Mandatory /optional</b>	<b>Comments</b>
Start record	SR	M	System detail – indicates start of record
Addressee	AD	M	Message detail – addressee. Alpha-3 ISO country code
From	FS	M	Message detail – sender. Alpha-3 ISO country code
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 ISO-3 code followed by number)
External registration number	XR	O	Vessel detail – number marked on side of vessel
Flag State	FS	O	Flag State detail
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)
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 the code 'SR' indicate the start of the message;
  - a double slash (//) and a code indicate the start of a data element;
  - a single slash (/) separates the code and the data;
  - pairs of data are separated by a space;
  - the code 'ER' and a double slash (//) at the end indicate the end of a record.
- Optional data elements have to be inserted between the start and end of the record.

**Appendix 6 – Guidelines for managing and implementing the electronic reporting system  
for fishing activities (ERS)**

**GENERAL PROVISIONS**

1. All EU fishing vessels must be equipped with an electronic system, hereinafter referred to as an 'ERS', capable of recording and transmitting data on the vessel's fishing activities, hereinafter referred to as 'ERS data', when the vessel is operating in the Cape Verdean fishing zone.
2. An EU vessel that is not equipped with an ERS, or whose ERS is not working, shall not be permitted to enter the Cape Verdean fishing zone in order to engage in fishing activities.
3. ERS data shall be transmitted in accordance with these guidelines to the Fisheries Monitoring Centre (hereinafter: FMC) of the flag State, which will make them automatically available to the Cape Verdean FMC.
4. The flag State and Cape Verde shall ensure that their FMCs have the necessary IT equipment and software to automatically transmit ERS data in xml format, [available via [http://ec.europa.eu/cfp/control/codes/index\\_en.htm](http://ec.europa.eu/cfp/control/codes/index_en.htm)] and a backup procedure in place capable of saving and storing ERS data in a format which will be computer-readable for at least three years.
5. Any change or update to the format referred to in point 3 shall be identified and dated and must be operational six months after its introduction.
6. ERS data must be transmitted using the electronic means of communication operated by the European Commission on behalf of the EU, referred to as the DEH (Data Exchange Highway).
7. The flag State and Cape Verde shall each designate an ERS correspondent who will act as the point of contact.
  - (a) ERS correspondents shall be designated for a minimum period of six months.
  - (b) The FMC of the flag State and that of Cape Verde shall notify each other of the contact details (name, address, telephone and telex numbers and email) of their ERS correspondents.
  - (c) Any changes to the contact details of the ERS correspondent must be notified immediately.

**PRODUCING AND SENDING ERS DATA**

8. EU fishing vessels must:
  - (a) draw up ERS data on a daily basis for each day spent in the Cape Verdean fishing zone;
  - (b) record, for each seine tow or set of a longline, the quantities of each species caught and kept on board as a target species or bycatch, or rejected;
  - (c) declare the bad catch of each species specified in the fishing licence issued by Cape Verde;
  - (d) identify each species by its FAO alpha 3 code;

- (e) express quantities in kilograms of live weight or, where necessary, the number of individual fish;
  - (f) record, in the ERS data, the transhipped and/or landed quantity of each species specified in the fishing licence issued by Cape Verde;
  - (g) record in the ERS data, every time Cape Verdean waters are entered (COE message) or exited (COX message), a specific message containing the quantities held on board at the time of passing for each species specified in the fishing licence issued by Cape Verde;
  - (h) transmit ERS data on a daily basis to the FMC of the flag State using the format referred to in paragraph 3 above, by 23:59 UTC at the latest.
9. The master is responsible for the accuracy of the ERS data recorded and sent.
  10. The FMC of the flag State shall send the ERS data automatically and without delay to the Cape Verdean FMC.
  11. The Cape Verdean FMC shall confirm that it has received the ERS data by means of a return message and shall handle all ERS data confidentially.

**FAILURE OF THE ON-BOARD ERS AND/OR TRANSMISSION OF ERS DATA BETWEEN THE VESSEL AND THE FMC OF THE FLAG STATE**

12. The flag State shall immediately inform the master and/or owner of a vessel flying its flag, or their agent, of any technical failure of the ERS installed on board or any breakdown in transmission of ERS data between the vessel and the FMC of the flag State.
13. The flag State shall inform Cape Verde of the failure detected and the corrective measures taken.
14. In the event of a breakdown in the on-board ERS, the master and/or owner shall ensure the ERS is repaired or replaced within ten days. If the vessel makes a call at a port within those ten days, it may only resume fishing activity in the Cape Verdean fishing zone once its ERS is in perfect working order, unless Cape Verde authorises otherwise.
15. Following a technical failure in its ERS, a fishing vessel may not leave port until:
  - (a) its ERS is in working order again, to the satisfaction of the flag State and Cape Verde, or
  - (b) if the vessel does not resume fishing in the Cape Verdean fishing zone, it is authorised to do so by the flag State. In the latter case, the flag State shall inform Cape Verde of its decision before the vessel leaves.
16. Any EU vessel operating in the Cape Verdean fishing zone with a faulty ERS must transmit all ERS data on a daily basis and by 23:59 UTC at the latest to the FMC of the flag State by any other available means of electronic communication accessible by the Cape Verdean FMC.
17. ERS data which could not be made available to Cape Verde via the ERS owing to the failure referred to in paragraph 12 shall be transmitted by the FMC of the flag State to the Cape Verdean FMC by another mutually agreed form of electronic communication. This alternative transmission shall be considered priority as it will not be possible to comply with the transmission deadlines usually applicable.

18. If the Cape Verdean FMC does not receive ERS data from a vessel for three consecutive days, Cape Verde may instruct the vessel to immediately call at a port of its choosing in order to investigate.

#### **FMC FAILURE – ERS DATA NOT RECEIVED BY CAPE VERDEAN FMC**

19. In the event that ERS data are not received by an FMC, its ERS correspondent shall immediately inform the ERS correspondent for the other FMC and, if necessary, they shall work together in order to solve the problem.
20. The FMC of the flag State and the FMC of Cape Verde shall mutually agree on the alternative means of electronic communication to be used in order to transmit ERS data in the event of a FMC failure, and shall immediately inform one another of any changes.
21. If the Cape Verdean FMC reports that ERS data have not been received, the FMC of the flag State shall identify the causes of the problem and take appropriate measures in order to resolve it. The FMC of the flag State shall inform the Cape Verdean FMC and the EU of the outcome of the measures taken within 24 hours after recognising the failure.
22. If more than 24 hours is required to resolve the problem, the FMC of the flag State shall immediately transmit the missing ERS data to the Cape Verdean FMC via one of the alternative means of electronic communication referred to in point 17.
23. Cape Verde shall inform its competent monitoring services (CMS) in order that EU vessels are not considered by the Cape Verdean FMC to be in violation of their obligations for not transmitting ERS data owing to a failure in one of the FMCs.

#### **FMC MAINTENANCE**

24. Planned maintenance of an FMC (maintenance programme) which may affect the exchange of ERS data must be notified at least 72 hours in advance to the other FMC, indicating, where possible, the date and duration of the maintenance work. Information on unplanned maintenance work shall be sent to the other FMC as soon as possible.
25. During the maintenance work, the provision of ERS data may be put on hold until the system is operational again. The relevant ERS data shall be made available immediately after the maintenance work has been completed.
26. If the maintenance work takes more than 24 hours, ERS data shall be sent to the other FMC using one of the alternative means of electronic communication referred to in point 17.
27. Cape Verde shall inform its competent monitoring services (CMS) in order that EU vessels are not considered by the Cape Verdean FMC to be in violation of their obligations for not transmitting ERS data owing to the maintenance of an FMC.

#### **ROUTING OF ERS DATA TO CAPE VERDE**

28. ERS data from the flag State to Cape Verde must be transmitted using the electronic means of communication operated by the European Commission on behalf of the EU, referred to as the 'DEH' (Data Exchange Highway) in paragraph 6 above.
29. The data will be stored to permit authorised staff of the European Commission to consult them for the purposes of managing the fishing activities of the EU fleet.