



EUROPEAN COMMISSION

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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 Guinea-Bissau setting out fishing opportunities and the financial contribution provided for in the Fisheries Partnership Agreement between the two parties currently in force

EXPLANATORY MEMORANDUM

1. CONTEXT OF THE PROPOSAL

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

The main aim of the Protocol to the Agreement is to provide fishing opportunities for the vessels of the European Union in the waters of Guinea-Bissau 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 and on the opinion of the Scientific Committee established under the Agreement.

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

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

1. 3 700 GRT for shrimp freezer trawlers
2. 3 500 GRT for fin-fish/cephalopod freezer trawlers
3. 28 tuna seiners / surface longliners
4. 12 pole-and-line tuna vessels.

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

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

The interested parties were consulted ahead of the negotiations in the framework of the Long Distance Fleet Regional Advisory Council, bringing together the fisheries sector and environmental and development NGOs. 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 Guinea-Bissau.

¹ Adopted by the Agriculture and Fisheries Council on 20 October 2011.

3. LEGAL ELEMENTS OF THE PROPOSAL

This procedure is being initiated, along with the procedures relating to the Council Decision, with the consent of the Parliament, for the conclusion of the Protocol itself and the Council Regulation on the allocation of fishing opportunities among the Member States of the EU.

4. BUDGETARY IMPLICATIONS

The overall financial contribution of the Protocol of EUR 9 200 000 over the whole period is based on: (a) a maximum of 40 authorisations for tuna vessels and of 7 200 GRT for trawlers, for a financial contribution of EUR 6 200 000 and (b) support for the development of the sectoral fisheries policy of the Republic of Guinea-Bissau amounting to EUR 3 000 000. This support meets the objectives of the national fisheries policy.

5. OPTIONAL ELEMENTS

Proposal for a

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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 Guinea-Bissau setting out fishing opportunities and the financial contribution provided for in the Fisheries Partnership Agreement between the two parties currently in force

THE COUNCIL OF THE EUROPEAN UNION,

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

Having regard to the proposal from the European Commission,

Whereas:

- (1) On 17 March 2008, the Council adopted Regulation (EC) No 241/2008 on the conclusion of the Fisheries Partnership Agreement between the European Community and the Republic of Guinea-Bissau².
- (2) The Protocol to that Partnership Agreement which is currently in force expires on 15 June 2012.
- (3) The European Union has negotiated with the Republic of Guinea-Bissau (hereafter referred to as 'Guinea-Bissau') a new Protocol granting European Union vessels fishing opportunities in the waters over which Guinea-Bissau exercises sovereignty or jurisdiction in fishing matters.
- (4) At the end of those negotiations, a new Protocol was initialled on 10 February 2012.
- (5) To ensure EU vessels can continue their fishing activities, Article 18 of the new Protocol provides for it to apply on a provisional basis from the date of its signature.
- (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 75, 18.3.2008, p. 49.

HAS ADOPTED THIS DECISION:

Article 1

The signature of the Protocol agreed between the European Union and the Republic of Guinea-Bissau 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 President of the Council is hereby authorised to designate the person or persons empowered to sign the Protocol on behalf of the EU, subject to its conclusion.

Article 3

The Protocol shall apply on a provisional basis from the date of its signature onwards, pending the completion of the procedures for its conclusion.

Article 4

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

Done at Brussels,

For the Council
The President

PROTOCOL

setting out the fishing opportunities and financial contribution provided for in the Fisheries Partnership Agreement between the European Community and the Republic of Guinea-Bissau

Article 1

Period of application and fishing opportunities

1. For a period of three years, the fishing opportunities granted to vessels of the European Union under Article 5 of the Fisheries Partnership Agreement shall be as follows:
 - crustaceans and demersal species:
 - (a) freezer shrimp trawlers: 3 700 GRT per year;
 - (b) freezer, fin-fish and cephalopod trawlers: 3 500 GRT per year;
 - highly migratory species (species listed in Annex 1 to the 1982 United Nations Convention on the Law of the Sea):
 - (a) freezer tuna seiners and longliners: 28 vessels;
 - (b) pole-and-line tuna vessels: 12 vessels.
2. Paragraph 1 shall apply subject to Articles 7 and 9 of this Protocol.

Article 2

Financial contribution — Methods of payment

1. For the period referred to in Article 1 of the Protocol, the financial contribution referred to in Article 7 of the Fisheries Partnership Agreement shall be EUR 9 200 000 per year.
2. The financial contribution comprises:
 - (a) an annual sum of EUR 6 200 000 for access to the fishery resources in the Guinea-Bissau exclusive economic zone (EEZ), and
 - (b) a specific amount of EUR 3 000 000 per year for support for the sectoral fisheries policy of Guinea-Bissau.
3. Paragraph 1 shall apply subject to Articles 7, 9, 14, 15 and 17 of this Protocol.
4. Payment of the financial contribution due under Paragraph 2(a) and (b) above shall be made within 30 days of the entry into force of the Protocol for the first year and by the renewal date for subsequent years.
5. The authorities of Guinea-Bissau shall have full discretion regarding the use to which the financial contribution referred to in paragraph 2(a) is put.

6. The payments provided for in this Article shall be paid into a single Public Treasury account opened at Guinea-Bissau's central bank, the references of which shall be notified each year by the State Secretariat for Fisheries.

Article 3

Promotion of responsible and sustainable fishing in the waters of Guinea-Bissau

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 10 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 Guinea-Bissau 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. Any proposed amendments to the multiannual sectoral programme must be approved by both Parties within the Joint Committee.
3. The Joint Committee is responsible for 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 cooperation on responsible fishing

1. The two Parties hereby undertake to promote responsible fishing in Guinea-Bissau's fishing zone, based on the principle of non-discrimination between the different fleets operating in those waters, and based on the principle of sustainable management of fish stocks and marine ecosystems.
2. During the period covered by this Protocol, the European Union and Guinea-Bissau shall cooperate to monitor the evolution of stocks and fisheries in the Guinea-Bissau EEZ.
3. The two parties undertake to promote compliance with the recommendations of the International Commission for the Conservation of Atlantic Tunas (ICCAT) and of the Fishery Committee for the Eastern Central Atlantic (CECAF), as well as cooperation at subregional level regarding the sustainable management of fisheries, particularly within the Subregional Fisheries Commission (CSRP).

4. The two parties shall consult each other within the Joint Committee to adopt, where necessary and by mutual agreement, new measures to ensure the sustainable management of fish stocks.

Article 5

Joint Scientific Committee

1. The Joint Scientific Committee is composed of scientists, who are appointed in equal number by each of the two parties. If both parties agree, participation in the joint scientific committee can be extended to include observers – particularly representatives of regional fisheries organisations, such as the CECAF.
2. The Joint Scientific Committee shall meet at least once a year, in accordance with Article 4(1) of the Fisheries Partnership Agreement. In principle, the meetings should be held alternately in Guinea-Bissau and in the European Union. At the request of one of the parties, other meetings may also be convened. The meetings shall be chaired alternately by the two parties.
3. The functions of the Joint Scientific Committee shall cover in particular the following activities:
 - (a) compiling the data on the fishing efforts and catches of national and foreign fleets operating in the Guinea-Bissau EEZ and fishing for species covered by this Protocol;
 - (b) proposing, monitoring or analysing the annual surveys contributing to the stock assessment process and allowing fishing opportunities to be determined and the exploitation options which guarantee the conservation of resources and their ecosystem;
 - (c) drawing up, on this basis, an annual scientific report on the fisheries that are the subject of this Agreement;
 - (d) formulating, on its own initiative or in response to a request from the Joint Committee or from one of the parties, any scientific opinion relating to the management measures which shall be judged necessary for the sustainable exploitation of the stocks and fisheries covered by this Protocol.

Article 6

Closure of a fishery by Guinea-Bissau

1. In the event that Guinea-Bissau, on the basis of an opinion from the Joint Scientific Committee, decides to close a fishery as part of a measure for conserving resources, the Joint Committee shall meet to analyse the bases for that decision, assess the impact of this closure on the activity of the EU vessels in the context of this Agreement and to decide on potential corrective measures.
2. In the cases provided for in paragraph 1, the Joint Committee shall agree on a proportional reduction in the financial contribution of the Agreement paid by the EU and, if necessary, on compensation offered to the vessel owners.

3. Any closure of a fishery decided by Guinea-Bissau following a scientific opinion will be applied in a non-discriminatory manner to all the vessels concerned by that fishery, including the national vessels and those flying the flag of a third country.

Article 7

Adjustment of fishing opportunities by mutual agreement

The fishing opportunities provided for in Article 1 may be adjusted by mutual agreement in the Joint Committee and on the basis of a recommendation from the Joint Scientific Committee. 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.

Article 8

Exploratory fishing

1. The aim of the exploratory fishing trips is to test the technical feasibility and the economic viability of new fisheries.
2. The European Commission shall communicate to the authorities of Guinea-Bissau 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.).
3. The exploratory fishing trips shall have a maximum duration of six months. They shall be subject to the payment of a fee set by Guinea-Bissau.
4. A scientific observer from the flag State and an observer chosen by Guinea-Bissau shall be present on board throughout the duration of the trip.
5. The authorities of Guinea-Bissau shall determine the allowable catches for the exploratory fishing trip. The catches consistent with and obtained during the exploratory trip shall remain the property of the vessel owner. Fish of a non-prescribed size or fish whose capture is not allowed under the relevant legislation of Guinea-Bissau may not be held on board or sold.
6. The detailed results of the trip shall be sent to the Joint Committee and the Joint Scientific Committee for analysis.

Article 9

New fishing opportunities

Should European fishing vessels be interested in fishing activities which are not indicated in Article 1 of this Protocol, the parties shall consult the Joint Scientific Committee. The parties

shall agree on the conditions applicable to these new fishing opportunities and, if necessary, make amendments to this Protocol and to the Annex hereto.

Article 10

Economic integration of European Union operators into the Guinea-Bissau fisheries sector

1. The two parties undertake to promote the economic integration of European operators into the fishing industry in Guinea-Bissau as a whole, in particular the chartering of European vessels and the establishment of joint ventures.
2. The two parties shall cooperate in order to raise European private operators' awareness of commercial and industrial opportunities, particularly with regard to direct investments in the whole fishing sector in Guinea-Bissau.
3. For the same reason, Guinea-Bissau may give incentives to operators who undertake such investments.
4. The parties shall, between now and the end of 2012, establish a reflection group to which the economic operators will be invited in order to identify the obstacles to operators investing directly in the fisheries sector and measures to overcome those obstacles. The group will seek to propose possible forms of financing to implement the actions identified.

Article 11

Electronic communication

1. Guinea-Bissau and the EU 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. Guinea-Bissau 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 12

Confidentiality of data

Guinea-Bissau 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 13

Applicable provisions of national law

1. The activities of European Union vessels operating in the waters of Guinea-Bissau shall be governed by the applicable law in Guinea-Bissau, unless otherwise provided

for in the Fisheries Partnership Agreement, this Protocol and the Annex and appendices hereto.

2. The authorities of Guinea-Bissau shall inform the European Commission of any change or any new legislation relating to the fishing sector.

Article 14

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, other than natural phenomena, prevent fishing activities in the Guinea-Bissau EEZ;
 - (b) following significant changes in the policy objectives which led to the conclusion of this Protocol, one of the two parties requests a review of the provisions with a view to a possible amendment thereof;
 - (c) the European Union notes that there has been a violation in Guinea-Bissau 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 reserves the right to revise or suspend, partially or totally, the payment of the specific financial contribution provided for in Article 2(2)(b) of this Protocol:
 - (a) if the results obtained are inconsistent with the programming, following an evaluation carried out by the Joint Committee, and/or
 - (b) in the event of failure to implement this financial contribution.
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 re-established, and/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 European 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.

Article 15

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, other than natural phenomena, prevent fishing activities in the Guinea-Bissau EEZ;
 - (b) following significant changes in the policy objectives which led to the conclusion of this Protocol, one of the two Parties requests a review of the provisions with a view to their possible amendment;
 - (c) one of the two Parties violates one of the essential and fundamental elements of human rights and democratic principles as provided for in Article 9 of the Cotonou Agreement;
 - (d) there is a 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 14 of this Protocol;
 - (e) a dispute which has not been settled in the Joint Committee is ongoing between the two Parties;
 - (f) one of the two Parties does not comply with the provisions 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 16

Duration

This Protocol and the Annex hereto shall apply for a period of three years from the provisional application in accordance with Article 18, unless notice of termination is given in accordance with Article 17.

Article 17

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 it at least six 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 18

Provisional application

This Protocol shall apply provisionally from the date of signature.

Article 19
Entry into force

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

ANNEX I

CONDITIONS GOVERNING FISHING ACTIVITIES BY EUROPEAN UNION VESSELS IN THE GUINEA-BISSAU FISHING ZONE

CHAPTER I

General provisions

1. *Designation of competent authority*

1. For the purposes of this Annex and unless otherwise specified hereinafter, any reference to the European Union (EU) or to Guinea-Bissau as a competent authority shall mean:
 - i. for the EU: the European Commission, where applicable via the EU delegation
 - ii. for Guinea-Bissau: the government department responsible for fishing.

2. *National EEZ*

Guinea-Bissau shall notify the EU of the geographical coordinates of its EEZ and the baselines before the Protocol enters into force.

3. *Appointment of a local agent*

With the exception of tuna vessels, any EU vessel which plans to obtain a fishing authorisation under the present Protocol must be represented by a consignee resident in Guinea-Bissau.

4. *Bank account*

Guinea-Bissau 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 costs of the bank transfers shall be borne by vessel owners.

CHAPTER II

Fishing authorisations

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

The fishing authorisations referred to in Article 6 of the Agreement shall be issued on the condition that the vessel is included in the 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 Guinea-Bissau under the Agreement have been met.

2. *Application for a fishing authorisation*

- 2.1 The EU shall submit to Guinea-Bissau an application for a fishing authorisation in respect of any vessel wishing to fish under the Agreement at least 20 days before the start of the period of validity requested, using the form in the Appendix.

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

- i. proof of payment of the flat-rate fee for the period of validity of the fishing authorisation requested
- ii. the name and address of the local consignee for the vessel, where there is one
- iii. for trawlers, proof of the prepayment of the flat-rate contribution to the costs of the observer
- iv. for trawlers, certification of the vessel's tonnage, issued by the flag State
- v. for trawlers, certificate of compliance issued by Guinea-Bissau after a technical inspection of the vessel
- vi. any other document specifically required under the Agreement.

2.3 For renewal of a fishing authorisation under the Protocol in force for a vessel whose technical specifications have not been modified, the renewal application shall only be accompanied by proof of payment of the fee and, where applicable, the flat-rate contribution to the costs of the observer.

3. *Advance flat-rate fee*

3.1 The amount of the flat-rate fee shall be set on the basis of the annual rate specified for each category of vessel in the technical sheets included in the Appendix to this Annex. It shall include all local and national taxes, with the exception of port taxes and charges for the provision of services.

3.2 Where the fishing authorisation is valid for a period of less than one year, the amount of the flat-rate fee shall be adapted in proportion to the period of validity requested. It shall be increased, where applicable, by the increase due for the quarterly or half-yearly durations, based on the scales fixed in the corresponding technical sheets.

4. *Provisional list of vessels authorised to fish*

4.1 Once it has received the fishing authorisation applications, Guinea-Bissau shall immediately draw up, for each category of vessel, the provisional list of applicant vessels. This list shall be sent immediately to the national body responsible for supervising fishing, and to the EU.

4.2 The EU shall forward the provisional list to the vessel owner or to the consignee. If the EU offices are closed, Guinea-Bissau may send the provisional list directly to the vessel owner or their consignee with a copy to the EU.

5. *Issue of fishing authorisation*

5.1 Guinea-Bissau shall issue the fishing authorisation to the EU within 20 days of receiving the full application file.

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

5.3 The EU shall forward the fishing authorisation to the vessel owner or to the consignee. If the EU offices are closed, Guinea-Bissau may issue the fishing authorisation directly to the vessel owner or their consignee and send a copy to the EU.

6. *List of vessels authorised to fish*

Once the fishing authorisation is issued, Guinea-Bissau shall draw up immediately for each category of vessel the final list of vessels which are authorised to fish in the Guinea-Bissau 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 authorisation*

7.1 The fishing authorisations shall be drawn up for a quarterly, half-yearly or yearly period.

7.2 In order to establish the start of the period of validity, annual period 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.

7.3 A quarterly or half-yearly validity period shall start on the first of each month. However, the fishing authorisations may not be valid beyond 31 December of the year they are issued.

8. *Keeping the fishing authorisation on board*

8.1 The fishing authorisation must be kept on board at all times.

8.2 However, tuna-fishing vessels and surface longliners shall be authorised to fish as soon as they are included on the provisional list referred to above. These vessels must keep the provisional list on board until their fishing authorisation is issued.

9. *Transfer of fishing authorisation*

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

9.2 However, in the case of force majeure and at the request of the EU, the fishing authorisation shall be replaced by a new authorisation, issued for another vessel similar to the vessel to be replaced.

- 9.3 The transfer shall involve the fishing authorisation to be replaced being returned by the vessel owner or its consignee in Guinea-Bissau and the drawing up of the replacement authorisation by Guinea-Bissau immediately. The replacement authorisation shall be issued immediately to the vessel owner or their consignee when the authorisation to be replaced is returned. The replacement authorisation shall take effect on the day on which the authorisation to be replaced is returned.
- 9.4 For trawlers, if the tonnage (GRT) of the replacement vessel is greater than that of the vessel replaced, the additional fee shall be calculated in proportion to the difference in tonnage and the remaining validity period. This additional fee shall be paid by the vessel owner when the fishing authorisation is transferred.
- 9.5 Guinea-Bissau shall immediately update the list of vessels authorised to fish. The new list shall be sent immediately to the national body responsible for supervising fishing, and to the EU.

10. *Support vessels*

- 10.1 At the request of the EU, Guinea-Bissau shall authorise EU vessels which are holders of a fishing authorisation to be assisted by support vessels. The support vessels shall fly the flag of an EU Member State or belong to an EU company, and may not be equipped for fishing.
- 10.2 Guinea-Bissau shall draw up the list of authorised support vessels and send it immediately to the national body responsible for supervising fishing, and to the EU.
- 10.3 The support vessels must have an authorisation for this, issued under the law of Guinea-Bissau.

11. *Technical inspection (trawlers)*

- 11.1 Once a year, or following a change in the vessel's tonnage, or where the use of other fishing gear entails a change of fishing category, all EU trawlers shall present themselves in a Guinea-Bissau port for a technical inspection, in accordance with the applicable legislation of Guinea-Bissau.
- 11.2 The technical inspection shall verify that the vessel's technical characteristics and the fishing gear on board conform to the provisions of the Agreement and that the provisions relating to its boarding by national seamen have been complied with.
- 11.3 Guinea-Bissau must conduct the technical inspection within a maximum of 48 hours of the trawler's arriving in port.
- 11.4 After completion of the technical inspection, Guinea-Bissau shall issue a certificate of compliance to the master of the vessel immediately, and send a copy to the EU.
- 11.5 The certificate of compliance shall be valid for a period of one year. However, any change of fishing to or from the shrimp fishing category shall require a new certification of compliance. Furthermore, a new certificate of compliance shall be required if the vessel leaves the Guinea-Bissau exclusive economic zone for a period greater than 45 days.

- 11.6 The certificate of compliance must be kept on board at all times.
- 11.7 The costs of the technical inspection shall be borne by the vessel owner and shall be the amount determined by the rates set out by Guinea-Bissau law. These costs may not exceed the amounts paid for the same service by national vessels or vessels flying the flag of a third State.

CHAPTER III

Technical measures

1. Technical measures applicable to the vessels holding a fishing authorisation, relating to the zone, fishing gear and additional catch, shall be defined for each fishing category in the technical sheets contained in the Appendix to this Annex.
2. Tuna-fishing vessels and surface longliners shall comply with all the recommendations adopted by the ICCAT (International Commission for the Conservation of Atlantic Tunas).

CHAPTER IV

Catch reporting

1. Fishing logbook

- 1.1 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 the Appendix of this Annex. The fishing logbook shall be completed by the master for each day the vessel is present in the fishing zone of Guinea-Bissau.
- 1.2 Each day the master shall record in the fishing logbook the quantity of each species, identified by its FAO alpha 3 code of the, 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.
- 1.3 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.
- 1.4 The fishing logbook shall be filled in legibly, in block capitals, and shall be signed by the master.
- 1.5 The master shall be responsible for the accuracy of the data recorded in the fishing logbook.

2. Catch reporting

- 2.1 The master shall notify the vessel's catch by submitting to Guinea-Bissau its fishing logbooks for the period of its presence in the Guinea-Bissau fishing zone.
- 2.2 The fishing logbooks shall be transmitted in one of the following ways:

- i. when passing through a port of Guinea-Bissau, the original of each fishing logbook shall be submitted to the local representative of Guinea-Bissau, who shall confirm receipt thereof in writing;
 - ii. when leaving the Guinea-Bissau fishing zone without first passing through a Guinea-Bissau 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 Guinea-Bissau zone:
 - (a) by letter sent to Guinea-Bissau;
 - (b) or by fax, to the number given by Guinea-Bissau;
 - (c) or by e-mail.
- 2.3 If Guinea-Bissau is able to receive catch declarations by e-mail, the master shall send the fishing logbooks to Guinea-Bissau at the e-mail address given by Guinea-Bissau. Guinea-Bissau shall confirm receipt thereof immediately by return e-mail.
- 2.4 The master shall send a copy of all the fishing logbooks to the EU. 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. IEO (Instituto Español de Oceanografía), or
 - iii. INIAP (Instituto Nacional de investigação agrária e das Pescas).
- 2.5 The return of the vessel into the zone of Guinea-Bissau within the period of validity of its fishing authorisation shall give rise to further activity and catch reporting.
- 2.6 In case of non-compliance with the provisions in this chapter, Guinea-Bissau may suspend the fishing authorisation of the vessel concerned until the missing catch reports are obtained and penalise the vessel owner in accordance with the relevant provisions under the national legislation in force. If the offence is repeated, Guinea-Bissau may refuse to renew the fishing authorisation. Guinea-Bissau shall inform the EU immediately of any penalty applied in this context.

3. *Transition to an electronic system*

From 1 January 2013 onwards, the EU vessels shall record the data on fishing operations conducted under the Agreement and communicate them to Guinea-Bissau electronically, in line with the provisions in the Appendix to this Annex.

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

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

- 4.2 The EU shall send this final statement to Guinea-Bissau and to the vessel owner before 15 June of the year following the year in which the catches were made.
- 4.3 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 Guinea-Bissau without delay. Where the final statement is less than the flat-rate fee, the remaining amount may not be reclaimed by the vessel owner.

CHAPTER V

Landings and transshipments

1. The master of an EU vessel wishing to land in a Guinea-Bissau port, or to tranship catch from the Guinea-Bissau zone, must notify Guinea-Bissau of the following, at least 24 hours before the landing or transhipment:
 - (a) the name of the fishing vessel which must 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.
2. In the case of transhipment, the master must ensure that the receiving vessel has an authorisation issued by the authorities competent for such an operation.
3. The transhipment operation must be carried out within a Guinea-Bissau port. Transhipment at sea is prohibited.
4. Non-compliance with these provisions shall lead to the application of the relevant penalties provided for under Guinea-Bissau's legislation.

CHAPTER VI

Satellite-based vessel monitoring system (VMS)

1. ***Vessel position messages – VMS system***
 - 1.1 While they are in the Guinea-Bissau zone, EU vessels holding a fishing authorisation must be equipped with a satellite monitoring system (Vessel Monitoring System – VMS) to enable automatic and continuous communication of their position, at all times, to the fisheries monitoring centre (FMC) of their flag State.
 - 1.2 Each position message must
 - i. include:
 - (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
- ii. be configured in accordance with the format set out in the Appendix.
- 1.3 The position recorded after entry into the Guinea-Bissau 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 Guinea-Bissau zone, which shall be identified by the code 'EXI'.

1.4 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*

2.1 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.

2.2 In the event of breakdown, the VMS system of the vessel shall be repaired or replaced within one month. If it is not repaired within that time, the vessel shall no longer be authorised to fish in the Guinea-Bissau zone.

2.3 Vessels fishing in the Guinea-Bissau 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 information stipulated in paragraph 1.2.

3. *Secure communication of position messages to the Guinea-Bissau FMC*

3.1 As soon as Guinea-Bissau has established an operational FMC, the FMC of the flag State shall automatically send the position messages of the relevant vessels to the Guinea-Bissau FMC. The FMC of the flag State and the FMC of Guinea-Bissau shall exchange their contact e-mail addresses and inform each other immediately of any change to these addresses.

3.2 The transmission of position messages between the FMCs of the flag State and Guinea-Bissau shall be carried out electronically using a secure communication system.

3.3 The FMC of Guinea-Bissau and the FMC of the flag State shall inform each other immediately of any interruption in the receiving of consecutive position messages from a vessel holding a fishing authorisation, where the vessel concerned has not notified its departure from the zone.

4. *Malfunction of the communication system*

- 4.1 Guinea-Bissau 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.
- 4.2 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 infringement shall be subject to the penalties provided for by the Guinea-Bissau legislation in force.
- 5. *Revision of the frequency of position messages***
- 5.1 On the basis of documentary evidence proving an infringement, Guinea-Bissau 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. This documentary evidence must be sent by Guinea-Bissau to the FMC of the flag State and to the EU. The FMC of the flag State shall immediately send the position messages to Guinea-Bissau at the reduced frequency. The FMC of Guinea-Bissau shall immediately notify the FMC of the flag State and the EU of the end of the investigation procedure.
- 5.2 At the end of the investigation period, Guinea-Bissau shall inform the FMC of the flag State and the EU of any monitoring which is required.

CHAPTER VII

Check

1. *Entering and leaving the zone*

- 1.1 Any entry into or departure from the Guinea-Bissau fishing zone by an EU vessel holding a fishing authorisation must be notified to Guinea-Bissau within 24 hours of the entry or departure. This period is reduced to 6 hours for tuna-fishing vessels and surface longliners.
- 1.2 When notifying its entry or departure, the vessel shall notify in particular:
- i. the date, time and point of passage scheduled
 - ii. the quantity of each 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 product presentation.
- 1.3 Notification shall be given preferably by e-mail or, failing that, by fax or radio, to an e-mail address, a telephone number or a frequency communicated by Guinea-Bissau. Guinea-Bissau shall immediately inform the vessels concerned and the EU of any change to the e-mail addresses, telephone number or transmission frequency.

1.4 Any vessel found to be fishing in the Guinea-Bissau fishing zone without having previously notified its presence shall be considered to be an unauthorised fishing vessel.

2. *Inspections*

2.1 Masters of EU fishing vessels engaged in fishing activities in Guinea-Bissau waters shall allow and facilitate boarding and the discharge of their duties by any authorised Guinea-Bissau official responsible for the inspection 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 Once the inspection has been completed, an official control report shall be issued to the master of the vessel.

CHAPTER VIII

Infringements

1. *Treatment of infringements*

1.1 Any infringement of the provisions of this Annex by an EU vessel holding a fishing authorisation must be referred to in an inspection report.

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

2. *Detention of a vessel – information meeting*

2.1 Where permitted under the national legislation for the reported infringement, any EU vessel having committed an infringement may be forced to cease its fishing activity and, where the vessel is at sea, to return to a Guinea-Bissau port.

2.2 Guinea-Bissau shall notify the EU within 48 hours of any detention of an EU vessel holding a fishing authorisation. This notification shall be accompanied by documentary evidence of the infringement.

2.3 Before taking any measure against the vessel, the master, the crew or the cargo, with the exception of measures aimed at protecting evidence, Guinea-Bissau 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*

3.1 The penalty for the infringement shall be set by Guinea-Bissau according to the provisions of the national legislation in force.

3.2 Where settling the infringement involves legal proceedings, before these are launched, a compromise procedure shall be undertaken between Guinea-Bissau and

the EU to determine the terms and level of the penalty. A representative of the flag State of the vessel may participate in this compromise procedure. The compromise procedure shall finish at the latest four days after the notification of the detention of the vessel.

4. *Legal proceedings – Bank security*

- 4.1 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 Guinea-Bissau, the amount of which, as set by Guinea-Bissau, 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.
- 4.2 The bank security shall be released and returned to the vessel owner immediately after the judgment has been given
- (a) in full, if no penalty has been imposed
 - (b) for the amount of the remaining balance, if the penalty is a fine which is lower than the amount of the bank security.
- 4.3 Guinea-Bissau shall inform the EU of the outcome of the legal proceedings within eight days of the judgement being given.

5. *Release of the vessel*

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

CHAPTER IX

Signing-on of seamen

1. *Number of seamen to sign on*

- 1.1 While their fishing authorisations are valid, each EU trawler shall sign on Guinea-Bissau seamen, subject to the following limits:
- i. four seamen, for a capacity of less than 250 GRT
 - ii. five seamen, for a capacity of between 250 and 400 GRT
 - iii. six seamen, for a capacity of between 400 and 650 GRT
 - iv. seven seamen, for a capacity greater than 650 GRT.

- 1.2 The owners of EU vessels shall endeavour to sign on additional national seamen.

2. *Free choice of seamen*

- 2.1 Guinea-Bissau has an indicative list of qualified seamen to be signed on for EU vessels.

2.2 The vessel owner, or their consignee, may choose from this list the seamen to be signed on and shall notify Guinea-Bissau of their inclusion in the crew.

3. *Contracts*

3.1 The employment contract for the seamen shall be drawn up by the vessel owner or its consignee and the seaman, if necessary represented by his union, in liaison with Guinea-Bissau. It shall stipulate in particular the date and port of signing on.

3.2 The contract shall guarantee the seaman the social security cover applicable to him in Guinea-Bissau. It shall include life assurance and sickness and accident insurance.

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

3.4 The basic working rights laid down in the declaration of the International Labour Organisation (ILO) shall be afforded to Guinea-Bissau seamen. 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. *Seamen's wages*

4.1 The wages of the Guinea-Bissau seamen shall be paid by the vessel owner. They shall be set before the fishing authorisation is issued and by mutual agreement between the vessel owner or its consignee and Guinea-Bissau.

4.2 The wages shall not be lower than those of crews on Guinea-Bissau vessels, nor below the ILO standards.

5. *Seamen's obligations*

The seamen shall report to the master of the vessel to which they have been appointed the day before the signing-on date stipulated in their contract. The master shall inform the seaman of the date and time of signing on. If the seaman does not present himself at the date and time stipulated for signing on, his contract shall be considered to be null and void. He shall be replaced by another Guinea-Bissau seaman, without this delaying the vessel's departure.

CHAPTER X

Observers

1. *Observation of fishing activities*

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

1.2 For tuna-fishing vessels and surface longliners, the two Parties shall consult each other, and interested countries, as soon as possible as regards the definition of a system of regional observers and the choice of the competent regional fisheries organisation.

1.3 Other vessels shall take on board an observer appointed by Guinea-Bissau.

2. Designated vessels and observers

- 2.1 When the fishing authorisation is issued, Guinea-Bissau shall inform the EU and the vessel owner, or its consignee, of the designated vessels and observers and the times at which the observer will be present on board each vessel. Guinea-Bissau shall immediately inform the EU and the vessel owner or its consignee of any change in the designated vessels and observers.
- 2.2 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 Guinea-Bissau a flat-rate sum of EUR 6 000 per year for each vessel, adapted *pro rata temporis* based on the duration of the fishing authorisations of the designated vessels.

4. Observer's salary

The salary and social contributions of the observer shall be borne by Guinea-Bissau.

5. Embarkation conditions

- 5.1 The conditions under which observers are taken on board shall be agreed between the vessel owner, or its consignee, and Guinea-Bissau.
- 5.2 Observers shall be treated as officers. However, receiving the observer on board shall take into account the technical structure of the vessel.
- 5.3 The vessel owner shall bear the costs of providing accommodation and food for the observer on board.
- 5.4 The master shall take all the measures for which he is responsible to guarantee the physical safety and general wellbeing of the observer.
- 5.5 Observers shall be offered every facility needed to carry out their duties. They 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 they are on board observers shall:

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

7. Embarkation and landing of observers

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

- 7.2 The vessel owner or its representative shall notify Guinea-Bissau, with a notice period of 10 days before the embarkation, of the date, time and port of embarkation of the observer. If the observer is embarked in a foreign country, their travel costs to the port of embarkation shall be borne by the vessel owner.
- 7.3 Where the observer is not disembarked in a Guinea-Bissau port, the vessel owner shall bear the costs of repatriating the observer to Guinea-Bissau as soon as possible.

8. *Observer's obligations*

The observer shall carry out the following duties:

- (a) observe the fishing activities of the vessel
- (b) verify the position of the vessel during fisheries operations
- (c) perform operations in the context of scientific programmes, including biological sampling
- (d) note the fishing gear used
- (e) verify the catch data for catches in the Guinea Bissau zone recorded in the logbook
- (f) verify the percentages of bycatches on the basis of that defined in the datasheets for each category and estimate the discarded catches
- (g) report his observations at least once a week by radio, including the quantity of catches and by-catches on board.

9. *Observer's report*

- 9.1 Before leaving the vessel, the observer shall submit a report of his observations to the master of the vessel. The master of the vessel shall have the right to make comments in the observer's report. The report shall be signed by the observer and the master. The master shall receive a copy of the observer's report.
- 9.2 The observer shall submit his report to Guinea-Bissau. The data on the catches and discards shall be sent to the scientific institute (CIPA) in Guinea-Bissau, which, after processing and analysing them, will present them to the Joint Scientific Committee.

APPENDICES

- 1 - Application form for a fishing licence
- 2 - Statistics on catch and fishing effort
- 3 - Tuna vessels fishing logbook
- 4 – Electronic communication of fishing operations
- 5 - Communication of VMS messages to Guinea-Bissau
- 6 – Technical sheets by category

Appendix 1
APPLICATION FORM
FOR A
FISHING LICENCE

For official use only	Remarks
Nationality.....
Licence number:
Date of signing:
Date of issue:

APPLICANT

Name of firm:.....

Trade register No:

First name and surname of applicant:

Place and date of birth:.....

Occupation:

Address:

.....

Number of employees:

Name and address of agent:

VESSEL

Type of vessel: Registration No:.....

New name: Former name:.....

Date and place of construction:

Original nationality:

Length: Width: Depth:.....

Gross tonnage: Net tonnage:.....

Type of building material:.....

Make of main engine: Type: Engine power:.....

Propeller: Fixed: Variable: Ducted:

Speed:.....

Call sign:..... Frequency:

List of sounding, navigation and transmission instruments:

Radar: Sonar: Net sounder:

VHF: BLU : Satellite navigation: Other:.....

Number of crew:

CONSERVATION

Ice: Ice and refrigeration:

Freezing: in brine: dry: in refrigerated sea water:

Total refrigeration power:

Freezing capacity in tonnes/24 hours:

Hold capacity:

TYPE OF FISHING

A. Demersal

Inshore demersal: Deep-sea demersal:

Type of trawl:

cephalopod: shrimp: fin-fish:

Length of trawl:.....Length of headline:

Mesh size in codend:.....

Size of mesh in the wings:

Trawling speed:.....

B. Deep-sea pelagic (tuna)

Pole and line: Number of poles and lines:

Seine: Length of net:..... Depth of net:

Number of tanks:.....Capacity (tonnes):.....

C. Longlines and pots

Surface: Bottom:

Length of line:.....Number of hooks:

Number of lines:

Number of pots:

SHORE INSTALLATIONS

Address and authorisation No:

.....

Name of firm:

Activities:

Domestic wholesale fish trade: export:

Type and No of wholesale trader's card:

Description of processing and conservation plant:

.....
.....
.....
.....
.....

Number of employees:

N.B. Indicate affirmative answers by a tick in the appropriate box.

Technical remarks

Authorisation of the State ministry

Appendix 2

FISHERIES MINISTRY

STATISTICS ON CATCH AND EFFORT

Month:

Year:

Name of vessel:	
Nationality:	

Engine power:	
Gross tonnage (t):	

Fishing method:	
Port of landing:	

Date	Fishing zone		Number of hauls	Number of hours fishing	Species of fish							Totals
	Longitude	Latitude										
1/												
2/												
3/												
4/												
5/												
6/												
7/												
8/												
9/												
10/												
11/												
12/												

13/												
14/												
15/												
16/												
17/												
18/												
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21/												
22/												
23/												
24/												
25/												
26/												
27/												
28/												
29/												
30/												

TOTAL										
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Appendix 3

TUNA VESSELS FISHING LOGBOOK

	Fishing method
	Longline
	Purse seine
	Trawl
	Other

Name of vessel:..... Flag country:..... Registration No:..... Vessel owner:..... Address:.....	Gross tonnage:..... Capacity (TM):..... Master:..... No of crew:..... Reporting date:..... Reported by:.....	Vessel departed: Vessel returned:	Month Day Year	Port		
		No of days at sea:..... No of fishing days:..... No of sets made:.....			Trip number:.....	

Date		Sector		Surface water temp (°C)	Fishing effort No of hooks used	Catches																Bait used			
Day/ Month	Sea No.	Latitude N/S	Longitude E/W			Bluefin tuna	Yellowfin tuna	Bigeye tuna	Albacore	Swordfish	Strip marlin	Black marlin	Sailfish	Skipjack	Miscellaneous fish	Daily total	Saury	Squid	Live bait	Other					
						<i>Thunnus maccoyii</i>	<i>Thunnus albacares</i>	<i>Thunnus obesus</i>	<i>Thunnus alalunga</i>	<i>Xiphias gladius</i>	<i>Tetrapturus audax</i>	<i>Makaira indica</i>	<i>Istiophorus spp.</i>	<i>Katsuwonus pelamis</i>		Number					kg	Number	kg		

Appendix 4

Electronic communication of fishing operations

Electronic recording and communication systems

1. Every EU vessel fishing under this Protocol must be equipped with a working electronic recording and communication system, hereinafter referred to as an ERS system (ERS - Electronic Reporting System), capable of recording and transmitting the data on the fishing activities, hereinafter referred to as ERS data, throughout the period the vessel is in Guinea-Bissau waters. A European 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 Guinea-Bissau waters.
2. The flag Member State and Guinea-Bissau shall both ensure that their national fisheries monitoring centres (FMC) 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 [3] 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 Guinea-Bissau 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 Guinea-Bissau 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 onboard for each of the species identified on the fishing authorisation, on each entry into and departure from Guinea-Bissau waters, the provisions of Chapter VII notwithstanding;
 - (c) shall record the catches made in Guinea-Bissau 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 and/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 shall be 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 Guinea-Bissau FMC immediately in accordance with the procedures and format indicated in paragraph 2.

9. The Guinea-Bissau 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 transshipment 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 and/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 each day before 23:59 UTC by any other available electronic means of communication.

Non-receipt of ERS data

13. The Guinea-Bissau 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 FMC of Guinea-Bissau 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 FMC of Guinea-Bissau without delay.

16. In the event of the FMC of Guinea-Bissau not working, the European Union shall send Guinea-Bissau the aggregate ERS data of the European vessels which had been fishing in its waters, on a monthly basis.

Appendix 5

Communication of VMS messages to Guinea-Bissau

Data Element	Field code	Compulsory/ Optional	Remarks
Start record	SR	C	System detail; indicates start of record
Address	AD	C	Message detail; destination Party Alfa-3 ISO country code
From	FR	C	Message detail; sending Party Alfa-3 ISO country code
Record number	RN	O	Message detail; serial number of the record for the relevant year
Record date	RD	O	Message detail; date of transmission
Record time	RT	O	Message detail; time of transmission
Type of message	TM	C	Message detail; message type: 'ENT', 'POS' or 'EXI'
Name of the vessel	NA	O	Name of the vessel
External registration number	XR	O	Vessel detail; the side number of the vessel
Radio call sign	RC	C	Vessel detail; international radio call sign of the vessel
Name of master	MA	C	Name of the master of vessel
Internal reference number	IR	C	Vessel detail; Unique Party vessel number as Alfa-3 ISO flag country code followed by number
Latitude	LT	C	Position detail; position ± 99.999 (WGS-84)
Longitude	LG	C	Position detail; position ± 999.999 (WGS-84)
Speed	SP	C	Position detail; vessel speed in tens of knots
Course	CO	C	Position detail; vessel course 360° scale
Date	DA	C	Position detail; UTC date of position (YYYYMMDD)
Time	TI	C	Position detail; UTC time of position (HHMM)
End of record	ER	C	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 6
DATASHEET No 1 – FISHING CATEGORY 1:
FREEZER, FIN-FISH AND CEPHALOPOD TRAWLERS

1. Fishing zone	
Beyond 12 nautical miles from the base line, including the Guinea-Bissau/Senegal joint management area, extending north to the azimuth 268°.	
2. Authorised gear	
2.1	Standard otter trawls and other selective gear are authorised.
2.2	Outriggers are authorised.
2.3	In the case of all fishing gear, no methods or devices may be used to seek to obstruct the mesh of the nets or reduce their selective effect. However, in the interests of reducing wear or damage, protective aprons of netting or other material may be attached, but only to the underside of the codend of a bottom trawl. Such aprons must be attached only to the forward and lateral edges of the codend of the trawl. Protective devices may be used for the top of the trawl, but these must consist of a single section of net of the same material as the codend, with the mesh measuring at least 300 millimetres when stretched out.
2.4	Doubling of the codend's netting yarn, whether single or multiple, shall be prohibited.
3. Minimum authorised mesh	
70mm	
4. By-catches	
In accordance with Guinea-Bissau law:	
4.1	Fin-fish trawlers may not hold on board crustaceans or cephalopods accounting for more than 9 % of their total catch in Guinea-Bissau's fishing zone at the end of a trip.
4.2	Cephalopod trawlers may not hold on board crustaceans accounting for more than 9 % of their total catch in Guinea-Bissau's fishing zone at the end of a trip.
4.3	Where these percentages exceed the authorised by-catches, penalties shall be imposed in accordance with Guinea-Bissau law.
4.4	The two Parties shall consult within the Joint Committee to adjust the authorised rate on the basis of a recommendation from the Joint Scientific Committee.
5. Authorised tonnage/fees	
5.1	Authorised tonnage (GRT) 3 500 GRT per year
5.2	Fees in EUR per GRT EUR 256 per GRT per year In the case of three-month and six-month licences, the fees shall be calculated on a <i>pro rata temporis</i> basis according to the length of time, plus [4] % and [2.5] % respectively.

**DATASHEET No 2 - FISHING CATEGORY 2:
SHRIMP TRAWLERS**

1. Fishing zone		
Beyond 12 nautical miles from the base line, including the Guinea-Bissau/Senegal joint management area, extending north to the azimuth 268°.		
2. Authorised gear		
2.1	Standard otter trawls and other selective gear are authorised.	
2.2	Outriggers are authorised.	
2.3	In the case of all fishing gear, no methods or devices may be used to seek to obstruct the mesh of the nets or reduce their selective effect. However, in the interests of reducing wear or damage, protective aprons of netting or other material may be attached, but only to the underside of the codend of a bottom trawl. Such aprons must be attached only to the forward and lateral edges of the codend of the trawl. Protective devices may be used for the top of the trawl, but these must consist of a single section of net of the same material as the codend, with the mesh measuring at least 300 millimetres when stretched out.	
2.4	Doubling of the codend's netting yarn, whether single or multiple, shall be prohibited.	
3. Minimum authorised mesh		
50mm.		
4. By-catches		
In accordance with Guinea-Bissau law:		
4.1	Shrimp trawlers may not hold on board fish and cephalopods accounting for more than 50 % of their total catch in Guinea-Bissau's fishing zone at the end of a trip.	
4.2	Where these percentages exceed the authorised by-catches, penalties shall be imposed in accordance with Guinea-Bissau law.	
4.3	The two Parties shall consult within the Joint Committee to adjust the authorised rate on the basis of a recommendation from the Joint Scientific Committee.	
5. Authorised tonnage/fees		
5.1	Authorised tonnage (GRT)	3 700 GRT per year
5.2	Fees in EUR per GRT	EUR 344 per GRT per year In the case of three-month and six-month licences, the fees shall be calculated on a <i>pro rata temporis</i> basis according to the length of time, plus [4] % and [2.5] % respectively.

**DATASHEET No 3 – FISHING CATEGORY 3:
POLE-AND-LINE TUNA VESSELS**

1. Fishing zone:		
1.1	Beyond 12 nautical miles from the base line, including the Guinea-Bissau/Senegal joint management area, extending north to the azimuth 268°.	
1.2	Pole-and-line tuna vessels shall be authorised to fish for live bait with a view to carrying out their fishing activities in Guinea-Bissau's fishing zone.	
2. Authorised gear:		
2.1	Poles and lines	
2.2	Purse seines with live bait: 16 mm	
3. By-catches:		
3.1	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 not allowed. Fishing for the sandtiger shark (<i>Carcharias taurus</i>) and the tope shark (<i>Galeorhinus galeus</i>) is not allowed.	
3.2	The two Parties shall consult within the Joint Committee to update this list on the basis of scientific recommendations.	
4. Authorised tonnage/Fees:		
4.1	Additional fee per tonne fished	EUR 25 per tonne
4.2	Annual flat-rate fee:	EUR 550 for 22 tonnes per vessel
4.3	Number of vessels authorised to fish	12 vessels

**DATASHEET No 4 - FISHING CATEGORY 4:
FREEZER TUNA SEINERS AND LONGLINERS**

1. Fishing zone:	
Beyond 12 nautical miles from the base line, including the Guinea-Bissau/Senegal joint management area, extending north to the azimuth 268°.	
2. Authorised gear:	
Seine and surface longline.	
3. By-catches:	
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 not allowed. Fishing for the sandtiger shark (<i>Carcharias taurus</i>) and the tope shark (<i>Galeorhinus galeus</i>) is not allowed.	
The two Parties shall consult within the Joint Committee to update this list on the basis of scientific recommendations.	
4. Authorised tonnage/fees	
4.1 Additional fee per tonne caught	EUR 35 per tonne
4.2 Annual flat-rate fee:	EUR 3 500 for 100 tonnes per vessel
4.3 Number of vessels authorised to fish	28 vessels

Concept of trip:

For the purposes of this Appendix, the duration of a trip by a European vessel shall be defined as follows:

- the period elapsing between entering and leaving Guinea-Bissau's fishing zone, or
- the period elapsing between entering the Guinea-Bissau fishing zone and a transshipment, or
- the period elapsing between entering the Guinea-Bissau fishing zone and a landing in Guinea-Bissau.