

AGREEMENT ON A SUSTAINABLE FISHERIES PARTNERSHIP BETWEEN THE EUROPEAN UNION AND THE REPUBLIC OF SENEGAL

THE EUROPEAN UNION, hereinafter referred to as 'the Union', and

THE REPUBLIC OF SENEGAL, hereinafter referred to as 'Senegal',

hereinafter referred to as the 'Parties',

CONSIDERING the close working relationship between the Union and Senegal, particularly in the context of the Cotonou Agreement, and their mutual desire to intensify that relationship,

HAVING REGARD TO the 1982 United Nations Convention on the Law of the Sea and the 1995 Fish Stocks Agreement,

DETERMINED to apply the decisions and recommendations taken by the relevant Regional Fisheries Management Organisations of which the Parties are members,

AWARE of the importance of the principles established by the Code of Conduct for Responsible Fisheries adopted by the Food and Agriculture Organisation (FAO) in 1995,

DETERMINED to cooperate, in their mutual interest, in promoting the establishment of responsible fisheries to ensure the long-term conservation and sustainable exploitation of marine living resources,

CONVINCED that such cooperation must take the form of initiatives and measures which, whether taken jointly or separately, are complementary and ensure consistent policies and synergy of effort,

AGREEING, for the purposes of such cooperation, to establish the dialogue with civil society operators, in particular the fishing industry, needed to implement the fishing policies of Senegal,

WISHING to establish terms and conditions governing the fishing activities of Union fishing vessels in Senegalese waters, on the one hand, and Union support for sustainable fishing in those waters on the other hand,

RESOLVED to pursue closer economic cooperation in the fishing industry and related activities by promoting cooperation between companies from both Parties,

HAVE AGREED AS FOLLOWS:

Article 1

Definitions

For the purposes of this Agreement:

- (a) 'Senegalese authorities' means the Ministry of Fisheries of the Republic of Senegal;
- (b) 'Union authorities' means the European Commission;
- (c) 'fishing activity' means searching for fish, shooting, setting, towing, hauling of a fishing gear, taking catch on board, transshipping, retaining on board, processing on board, transferring, caging, fattening and landing of fish and fishery products;
- (d) 'fishing vessel' means any ship or other vessel used, equipped or of a type normally used for fishing purposes in accordance with Senegalese law;
- (e) 'Union fishing vessel' means any fishing vessel flying the flag of a Member State and registered in the Union;
- (f) 'Senegalese waters' means the waters under the sovereignty or jurisdiction of Senegal;
- (g) 'Agreement' means the Agreement, the Protocol, and the Annex and Appendices thereto;
- (h) 'force majeure' means sudden, unforeseen and unavoidable events that may endanger or prevent normal fishing activities in Senegalese waters.

*Article 2***Subject**

This Agreement establishes the principles, rules and procedures governing:

- (a) the conditions under which Union fishing vessels may conduct fishing activities in Senegalese waters within the limits of the available surplus;
- (b) economic, financial, technical and scientific cooperation in the fisheries sector with a view to promoting sustainable fishing in Senegalese waters and developing Senegal's fisheries sector;
- (c) cooperation on the arrangements for monitoring fisheries in Senegalese waters with a view to ensuring that the above rules and conditions are complied with, that the measures for the conservation and management of fishery resources are effective and that illegal, unreported and unregulated fishing is prevented.

*Article 3***Principles**

- 1. The Parties undertake to promote responsible fishing in Senegalese waters as provided for in FAO's Code of Conduct for Responsible Fishing.
- 2. Senegal undertakes not to grant more favourable conditions than those laid down in this Agreement to segments of other foreign fleets present in its waters whose vessels have the same characteristics and target the same species as those covered by this Agreement.
- 3. The Parties undertake to ensure that this Agreement is implemented in accordance with Article 9 of the Cotonou Agreement on essential elements regarding human rights, democratic principles and the rule of law, and the fundamental element regarding good governance, following the procedure set out in Articles 8 and 96 thereof.
- 4. The Parties undertake to ensure that this Agreement is implemented in accordance with the principles of good economic and social governance, taking into account the state of fishery resources.
- 5. The International Labour Organization (ILO) Declaration on Fundamental Principles and Rights at Work shall apply as of right to seamen taken on board Union fishing vessels. This concerns in particular freedom of association, effective recognition of the right to collective bargaining, and elimination of discrimination in respect of employment and occupation.
- 6. The Parties shall consult one another prior to adopting any decision that may affect the activities of Union vessels under this Agreement.

*Article 4***Access to Senegalese waters**

- 1. Union fishing vessels may only carry out their activities in Senegalese waters if they are in possession of a fishing authorisation issued under this Agreement; all other fishing activities are forbidden.
- 2. The Senegalese authorities may only issue fishing authorisations to Union fishing vessels under this Agreement; the issuing to these vessels of other authorisations, in particular private licences, is forbidden.

*Article 5***Applicable law and implementation**

- 1. The fishing activities governed by this Agreement shall, without prejudice to the provisions herein, be subject to Senegalese law.

2. The Senegalese authorities shall notify the Union authorities of any amendments to legislation that may affect the activities of Union fishing vessels. This legislation shall be enforceable against the latter as of the sixtieth day following receipt of the notification by the Union authorities.
3. Senegal undertakes to take all the appropriate steps required for the effective application of the fisheries monitoring measures provided for in this Agreement. Union fishing vessels shall cooperate with the Senegalese authorities responsible for carrying out such monitoring.
4. The Union undertakes to take all the appropriate steps required to ensure that its vessels comply with the provisions of this Agreement and of the relevant Senegalese legislation.
5. The Union authorities shall notify the Senegalese authorities of any amendments to legislation that may affect the activities of Union fishing vessels under this Agreement.

Article 6

Financial contribution

1. The Union shall grant Senegal a financial contribution under this Agreement in order to:
 - (a) cover part of the costs of access by Union fishing vessels to Senegalese fishery resources, irrespective of the part of the access costs due by vessel owners;
 - (b) improve Senegal's capacity to formulate and implement a sustainable fisheries policy through sectoral support.
2. The financial contribution for sectoral support shall be separate from the payments for access costs. It shall be determined by and conditional on the achievement of Senegalese sectoral fisheries policy objectives in accordance with the procedures laid down in the Protocol to this Agreement following annual and multiannual implementation programming.
3. The financial contribution granted by the Union shall be paid annually in accordance with the procedure laid down in the Protocol. The amount of this contribution may be reviewed in the following cases:
 - (a) force majeure;
 - (b) a reduction in the fishing opportunities granted to Union fishing vessels, in particular for the purposes of managing the stocks concerned, where this is considered necessary for the conservation and sustainable exploitation of resources on the basis of the best available scientific advice;
 - (c) an increase in the fishing opportunities granted to Union fishing vessels, where the best available scientific advice concurs that the state of resources so permits;
 - (d) a reassessment of the terms of the financial contribution for sectoral support, where this is warranted by the results of the annual and multiannual programming observed by both Parties;
 - (e) suspension of this Agreement under Article 13;
 - (f) termination of this Agreement under Article 14.

Article 7

Joint Committee

1. A Joint Committee, consisting of representatives of the Union and Senegal authorities, shall be set up to monitor the application of this Agreement. It may also adopt amendments to the Protocol, Annex and Appendices.
2. The Joint Committee's monitoring role shall mainly consist of:
 - (a) monitoring the performance, interpretation and application of this Agreement and, in particular, the definition of the annual and multiannual programming referred to in Article 6(2) and evaluation of its implementation;
 - (b) providing the necessary liaison for matters of mutual interest relating to fisheries;
 - (c) acting as a forum for the amicable settlement of any disputes regarding the interpretation or application of the Agreement.

3. The Committee's decision-making role shall consist of approving amendments to the Protocol, Annex and Appendices to this Agreement with regard to:

- (a) reassessing the fishing opportunities and, consequently, the amount of the financial contribution;
- (b) the sectoral support procedures;
- (c) the conditions for the exercise of fishing activities by Union fishing vessels.

Decisions shall be taken by consensus and set out in the annex to the minutes of the meeting.

4. The Joint Committee shall carry out its functions in accordance with the aims of this Agreement and the relevant rules adopted by the regional fisheries organisations.

5. The Joint Committee shall meet at least once a year, alternately in Senegal and in the Union, or in another mutually-agreed location, and shall be chaired by the Party hosting the meeting. It shall hold a special meeting at the request of either Party.

Article 8

Cooperation on surveillance and combating illegal, unreported and unregulated fishing

The Parties undertake to work closely together in combating illegal, unreported and unregulated fishing with a view to establishing responsible fishing and sustainable fisheries.

Article 9

Scientific cooperation

1. The Parties shall encourage scientific cooperation so as to better monitor the state of marine living resources in Senegalese waters.

2. The Parties shall consult one another, in particular within a joint scientific working group and the relevant international organisations, with a view to enhancing management and conservation of living resources in the Atlantic Ocean and cooperating with respect to the relevant scientific research.

Article 10

Cooperation between professional fisheries organisations, the private sector and civil society

1. The Parties shall encourage economic and technical cooperation in the fisheries sector and related sectors. They may consult one another with a view to facilitating and coordinating the various measures that might be taken to this end.

2. The Parties undertake to promote the exchange of information on fishing techniques and gear, preservation methods and the industrial processing of fisheries products.

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. Where appropriate, they shall encourage the creation of joint ventures.

Article 11

Area of application

This Agreement shall apply, on the one hand, to the territories in which the Treaty on European Union is applied and under the conditions laid down in that Treaty, and on the other hand to Senegal.

*Article 12***Duration**

This Agreement shall apply for five years from the date of its entry into force. It shall be renewable by tacit agreement, unless notice of termination is given in accordance with Article 14.

*Article 13***Suspension**

1. Application of this Agreement may be suspended unilaterally by either Party in the following cases:

- (a) force majeure;
- (b) a dispute between the Parties as to the application or implementation of this Agreement;
- (c) violation by one of the Parties of the provisions of this Agreement, in particular of Article 3(3) with respect to human rights.

2. Suspension of the Agreement shall be notified to the other Party in writing and shall take effect three months after receipt of the notification. On notification of suspension the Parties shall enter into consultations with a view to resolving their differences amicably within three months. These consultations may continue after suspension has taken effect. Should an amicable solution be reached, application of the Agreement shall be resumed without delay and payment of the financial contribution referred to in Article 6 shall be reduced proportionately and *pro rata temporis*.

*Article 14***Termination**

1. Application of this Agreement may be terminated unilaterally by either Party in the following cases:

- (a) force majeure;
- (b) degradation of the stocks concerned according to the best available independent, reliable scientific advice;
- (c) failure by Union fishing vessels to exploit the fishing opportunities granted to them;
- (d) failure to comply with undertakings made by the Parties with regard to combating illegal, unreported and unregulated fishing.

2. Termination of the Agreement shall be notified to the other Party in writing and shall take effect six months after receipt of the notification, unless the Parties decide by common accord to extend this period. On notification of termination, the Parties shall enter into consultations with a view to resolving their differences amicably within six months. Should an amicable solution be reached, application of the Agreement shall be resumed without delay and payment of the financial contribution referred to in Article 6 shall be reduced proportionately and *pro rata temporis*.

*Article 15***Repeal**

The Agreement between the Government of the Republic of Senegal and the European Economic Community on fishing off the coast of Senegal, which entered into force on 1 June 1981, is hereby repealed.

*Article 16***Entry into force**

This Agreement is drawn up in duplicate in the Bulgarian, Croatian, Czech, Estonian, Danish, Dutch, English, Finnish, French, German, Greek, Hungarian, Italian, Latvian, Lithuanian, Maltese, Polish, Portuguese, Romanian, Slovak, Slovenian, Spanish and Swedish languages, each of these texts being equally authentic.

It will enter into force on the date on which the Parties notify each other that they have completed the necessary procedures for that purpose.

*Article 17***Provisional application**

Signature of this Agreement by the Parties entails its provisional application prior to its entry into force.

For the European Union

For the Republic of Senegal

PROTOCOL
on the implementation of the sustainable fisheries partnership agreement between the European Union and the Republic of Senegal

Article 1

Field of application

1. The fishing opportunities granted to Union fishing vessels are hereby determined as follows:
 - highly migratory species (listed in Annex 1 to the 1982 United Nations Convention on the Law of the Sea), with the exception of species protected or prohibited by the International Commission for the Conservation of Atlantic Tunas (ICCAT):
 - (a) 28 freezer tuna seiners
 - (b) 8 pole-and-line vessels
 - deep-sea demersal species:
 - (c) 2 trawlers

This paragraph shall apply subject to Articles 5 and 6 of this Protocol.

2. The fishing opportunities described in the first indent concern only the Senegalese fishing zones the geographical coordinates for which are listed in the Annex.

Article 2

Duration

This Protocol and the Annex thereto shall apply for five years from the date of its entry into force or, if applicable, from the date of its provisional application.

Article 3

Financial contribution

1. The total value of the Protocol, for the period referred to in Article 2, is estimated at EUR 13 930 000. This amount is distributed as follows:
 - 1.1. EUR 8 690 000 by way of the financial contribution referred to in Article 6 of the Agreement, allocated as follows:
 - (1) an annual amount as financial compensation for access to resources of EUR 1 058 000 for the first year, EUR 988 000 for the second year, for the third year and for the fourth year and EUR 918 000 for the fifth year, equivalent to a reference tonnage, for highly migratory species, of 14 000 tonnes per year;
 - (2) a specific amount of EUR 750 000 per year for five years to support implementation of the Senegalese sectoral fisheries policy;
 - 1.2. EUR 5 240 000, corresponding to the estimated levies payable by the vessel owners for the fishing authorisations issued under Article 4 of the Agreement and according to the procedures set out in Chapter II, point 3.
2. Paragraph 1 shall apply subject to Articles 5, 6, 7 and 8 of this Protocol and Articles 13 and 14 of the Agreement.
3. Senegal shall ensure that the activities of the Union fishing vessels in its fishing zones are monitored in order to ensure appropriate management of the reference tonnage set out in paragraph 1.1.(1) for highly migratory species and of the total admissible catch for demersal species indicated in the corresponding technical sheet annexed to this Protocol, taking into account the state of the stocks and any available surplus. During this monitoring Senegal shall notify the

Union authorities as soon as the catch level of the Union fishing vessels operating in the Senegalese fishing zones reaches 80 % of the reference tonnage or 80 % of the total allowable catch for demersal species. On receipt of this notification the Union shall inform the Member States thereof.

4. As soon as the catch level reaches 80 % of the reference tonnage or 80 % of the total allowable catch for demersal species, Senegal shall ensure that monitoring takes place on the basis of monthly catches made by Union fishing vessels. This monitoring shall be carried out on a daily basis as soon as the Electronic Reporting System (ERS) described in Chapter IV, Section 1, of the Annex to this Protocol is in operation. Senegal shall notify the Union authorities as soon as the above-mentioned reference tonnage or total allowable catch has been reached. On receipt of this notification the Union shall likewise inform the Member States thereof.

5. If the annual quantity of catches of highly migratory species by Union fishing vessels in Senegalese waters exceeds the annual reference tonnage indicated in paragraph 1.1(1), the total amount of the annual financial contribution shall be increased by EUR 55 for the first year, EUR 50 for the second, for the third year and for the fourth year and EUR 45 for the fifth year for each additional tonne caught.

6. The total allowable catch of demersal species indicated in the corresponding technical sheet attached to the Annex of this Protocol corresponds to the maximum volume of authorised catches of these species. If the annual quantity of catches exceeds the total allowable catch, the levy indicated in the technical sheet, payable only by the vessel owners, shall be increased by 50 % for the catches exceeding the limit.

7. However, the total annual amount paid by the Union shall not be more than twice the amount indicated in paragraph 1.1(1). Where the quantities caught by Union fishing 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.

8. Payment of the financial contribution laid down in paragraph 1.1(1) for access by Union fishing vessels to Senegalese fishery resources shall be made by the Union no later than ninety (90) days after the date of provisional application of the Protocol for the first year, and no later than on the anniversary date of the signing of the Protocol for the following years.

9. The financial contribution indicated in paragraph 1.1(1) shall be paid into a Senegal Public Treasury account. The financial contribution indicated in paragraph 1.1(2), earmarked for sectoral support, shall be placed at the disposal of the Directorate for Maritime Fisheries in an open-deposit Public Treasury account. The Senegalese authorities shall notify the European Commission of the relevant bank account numbers on an annual basis.

Article 4

Sectoral support

1. No later than three (3) months after the entry into force or, if applicable, the provisional application of this Protocol, the Joint Committee shall agree on a multiannual sectoral programme and rules for implementing it, in particular:

- (1) annual and multiannual guidelines for using the financial contribution referred to in Article 3(1.1)(2);
- (2) the objectives, both annual and multiannual, to be achieved with a view to establishing, over time, responsible and sustainable fishing, taking account of the priorities expressed by Senegal in its national fisheries policy or other policies relating to or having an impact on the introduction of responsible and sustainable fishing, in particular with regard to small-scale fishing and the surveillance, monitoring and combating of illegal, unreported and unregulated (IUU) fishing, as well as priorities for reinforcing Senegal's scientific capacities in the fisheries sector;
- (3) the criteria and procedures, including, where appropriate, budgetary and financial indicators, to be used for evaluating the results obtained each year.

2. The Joint Committee shall identify the objectives and estimate the expected impact of the projects in order to approve the allocation by Senegal of the financial contribution for sectoral support.

3. Each year, Senegal shall present an annual achievement report, to be examined by the Joint Committee, setting out how the projects implemented with sectoral financial support have progressed. A final report shall also be drawn up by Senegal before the Protocol expires.

4. The specific financial contribution for sectoral support shall be paid in instalments based on a detailed analysis of the outcomes of the sectoral support and of the needs identified during the programming. The Union may suspend, partially or totally, payment of the specific financial contribution provided for in Article 3(1.1)(2) of this Protocol:

4.1. if the results obtained are inconsistent with the programming, following an evaluation carried out by the Joint Committee;

4.2. in the event of failure to implement this financial contribution in line with the agreed programming.

Payment of the financial contribution shall resume after consultation and agreement by the Parties, and/or if the results of the financial implementation referred to in paragraph 4 so warrant. Nevertheless, the specific financial contribution provided for in Article 3(1.1)(2) shall not be paid out beyond a period of six (6) months after the Protocol expires.

5. All proposed amendments to the multiannual sectoral programme shall be approved by the Joint Committee.

Article 5

Scientific cooperation

1. With regard to the region of West Africa, the Parties undertake to promote cooperation as regards responsible fishing. The Parties undertake to comply with the recommendations and resolutions of the International Commission for the Conservation of Atlantic Tunas (ICCAT) and to take account of the scientific opinions of other competent regional organisations such as the Committee for Eastern Central Atlantic Fisheries (CECAF).

2. The Parties undertake to convene the Joint Scientific Working Group regularly and when required in order to examine all scientific issues relating to the implementation of this Protocol. The mandate, composition and functioning of this Joint Scientific Working Group shall be laid down by the Joint Committee.

3. Based on the recommendations and resolutions adopted by ICCAT and in the light of the best available scientific advice such as that of CECAF and, where appropriate, of the findings of the Joint Scientific Working Group meetings, the Joint Committee shall adopt measures to ensure the sustainable management of the fishery resources covered by this Protocol and concerning the activities of Union fishing vessels.

Article 6

Adjustment of fishing opportunities

1. The fishing opportunities referred to in Article 1 may be adjusted by the Joint Committee insofar as the recommendations and resolutions adopted by ICCAT and the opinions of CECAF confirm that such adjustment guarantees the sustainable management of the fish species covered by this Protocol, and subject to validation by the Joint Scientific Working Group.

2. In this case, the financial contribution referred to in Article 3(1.1)(1) shall be adjusted proportionately and *pro rata temporis*. However, the total annual amount of the financial contribution paid by the Union shall not be more than twice the amount referred to in Article 3(1.1)(1).

Article 7

New fishing opportunities and exploratory fishing

1. Should Union fishing vessels be interested in fishing activities which are not provided for in Article 1, the Parties shall consult one another in the Joint Committee with a view to the issue of an authorisation relating to these new activities. Where appropriate, the Joint Committee shall agree on the conditions applicable to these new fishing opportunities and, if necessary, make amendments to this Protocol and to the Annex hereto.

2. Authorisation for new fishing activities shall be issued taking account of the best scientific opinions and, where appropriate, on the basis of the findings of scientific surveys validated by the Joint Scientific Working Group.

3. Following the consultations laid down in paragraph 1, the Joint Committee may authorise exploratory fishing surveys in the Senegalese fishing zones to test the technical feasibility and the economic viability of new fisheries. To this end, and at Senegal's request, it shall on a case-by-case basis determine the species, conditions and all other appropriate parameters. The Parties shall carry out exploratory fishing in line with the conditions laid down by the Joint Scientific Working Group.

Article 8

Suspension

The application of this Protocol, including payment of the financial contribution, may be suspended unilaterally by either Party in the cases and on the conditions set out in Article 13 of the Agreement.

Article 9

Termination

This Protocol may be terminated unilaterally by either Party in the cases and on the conditions set out in Article 14 of the Agreement.

Article 10

Electronic communication

1. Senegal and the Union undertake to install as soon as possible the computer systems required for the electronic exchange of all the information and documents relating 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. Senegal and the Union shall inform each other of any malfunction of a computer system as soon as possible. The information and documents relating to the implementation of the Agreement shall then be automatically replaced by their paper version.

Article 11

Confidentiality of data

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

2. Both Parties shall ensure that only aggregated data related to fishing activities in Senegalese waters are made publicly available, in accordance with the relevant provisions of ICCAT and the other regional fisheries management organisations. Data which may be considered confidential must be used by the competent authorities exclusively for the purposes of implementing the Agreement and for fishery management, monitoring and surveillance.

Article 12

Provisional application

This Protocol and the Annex and Appendices thereto shall be provisionally applied as from the date of its signature by the Parties.

*Article 13***Entry into force**

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

For the European Union

For the Republic of Senegal

ANNEX

CONDITIONS GOVERNING FISHING ACTIVITIES BY EUROPEAN UNION VESSELS IN THE SENEGALESE FISHING ZONE

CHAPTER I

GENERAL PROVISIONS**1. Designation of the competent authority**

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

- for the EU: the European Commission, where applicable via the EU delegation to Senegal;
- for the Republic of Senegal: the Ministry for Fisheries and Maritime Affairs.

2. For the purposes of applying the provisions of this Annex, the term ‘fishing authorisation’ shall be equivalent to ‘licence’, as defined in Senegalese legislation.**3. Fishing zones**

Senegalese fishing zones are defined as those parts of Senegalese waters in which Senegal authorises Union fishing vessels to carry out fishing activities in accordance with Article 5.1 of the Agreement.

- 3.1. The geographical coordinates of the Senegalese fishing zones and the baselines are indicated in Appendix 4 to the Annex to this Protocol.
- 3.2. Similarly, the zones in which fishing is prohibited by the national legislation in force, such as national parks, protected marine areas and fish breeding grounds, as well as the zones closed to shipping, are indicated in Appendix 4 to the Annex to this Protocol.
- 3.3. Senegal shall notify to the vessel owners the boundaries of the fishing and closed zones when issuing the fishing authorisation.
- 3.4. Any changes to these zones shall be notified to the Commission by Senegal for information purposes at least two months before such changes apply.

4. Biological rest periods

Union fishing vessels authorised to carry out their activity under this Protocol shall respect all biological rest periods specified by Senegalese legislation.

5. Designation of a consignee

Any Union fishing vessel which plans to land or tranship in a Senegalese port must be represented by a consignee resident in Senegal.

6. Bank account for payments by vessel owners

Senegal shall notify the EU before the entry into force of the Protocol of the details of the Public Treasury account into which the financial sums payable by EU vessels under the Agreement should be paid. The associated bank transfer costs shall be borne by the vessel owners.

7. Contacts

The address of the Ministry for Fisheries and Maritime Affairs and of the Fisheries Protection and Monitoring Directorate (DPSP) of Senegal are listed in Appendix 7.

CHAPTER II

FISHING AUTHORISATIONS

1. Conditions for obtaining a fishing authorisation — eligible vessels

The fishing authorisations referred to in Article 4 of the Agreement shall be issued on the condition that the vessel is included in the Union register of fishing vessels and that all previous obligations of the vessel owner, the master, or the vessel itself arising from their fishing activities in Senegal under the Agreement have been met.

2. Application for a fishing authorisation

1. The relevant EU authorities shall submit, by electronic means, to the Ministry for Fisheries and Maritime Affairs, with a copy to the EU Delegation in Senegal, an application for each vessel wishing to fish under the Agreement, at least twenty (20) working days before the start of the period of validity requested. The original forms shall be sent directly by the relevant EU authorities to the Directorate for Sea Fishing (DPM) via the EU Delegation.
2. Applications shall be submitted to the DPM on a form drawn up in accordance with the specimen in Appendix 1.
3. All fishing authorisation applications shall be accompanied by the following documents:
 - proof of payment of the flat-rate advance for its period of validity;
 - a colour photograph of the vessel, showing a lateral view.
4. For the renewal of a fishing authorisation under the Protocol in force for a vessel whose technical specifications have not been modified, the renewal application shall be accompanied only by proof of payment of the fee.

3. Flat-rate/advance fee

1. The amount of the fee for demersal species is indicated in the technical sheet in Appendix 2. Fishing authorisations shall be issued once the advance fees indicated in this sheet have been paid to the competent national authorities.
2. The fee payable for tuna seiners and pole-and-line vessels, in EUR per tonne caught in the Senegalese fishing zones, is as follows:

EUR 55 for the first year of application;

EUR 60 for the second year of application and for the third year of application;

EUR 65 for the fourth year of application;

EUR 70 for the fifth year of application.

Fishing authorisations shall be issued once the following flat-rate fees have been paid to the competent national authorities:

— For tuna seiners:

— EUR 13 750 per vessel, equivalent to the fees due for 250 tonnes per year during the first year of application of the Protocol;

— EUR 15 000 per vessel, equivalent to the fees due for 250 tonnes per year during the second year of application of the Protocol and the third year of application of the Protocol;

— EUR 16 250 per vessel, equivalent to the fees due for 250 tonnes per year during the fourth year of application of the Protocol;

— EUR 17 500 per vessel, equivalent to the fees due for 250 tonnes per year during the fifth year of application of the Protocol;

- For pole-and-line vessels:
 - EUR 8 250 per vessel, equivalent to the fees due for 150 tonnes per year during the first year of application of the Protocol;
 - EUR 9 000 per vessel, equivalent to the fees due for 150 tonnes per year during the second year of application of the Protocol and the third year of application of the Protocol;
 - EUR 9 750 per vessel, equivalent to the fees due for 150 tonnes per year during the fourth year of application of the Protocol;
 - EUR 10 500 per vessel, equivalent to the fees due for 150 tonnes per year during the fifth year of application of the Protocol.

3. The flat-rate fee shall include all national and local charges except for port taxes and service charges.
4. If the period of validity of the fishing authorisation is less than one year, in particular, because of a biological rest period, the flat-rate fee shall be adapted *pro rata* to the period of validity requested.

4. Issue of a fishing authorisation and provisional list of vessels authorised to fish

1. Once it has received the applications for fishing authorisations in accordance with points 2.2 and 2.3, Senegal shall, within five days, draw up the provisional list of vessels authorised to fish for each category of vessel.
2. This list shall be sent immediately to the national body responsible for supervising fishing, and to the EU.
3. The EU shall forward the provisional list to the vessel owner or to the consignee. If the EU offices are closed, Senegal may send the provisional list directly to the ship owner or his agent, with a copy to the EU.
4. Vessels shall be authorised to fish as soon as they are included on the provisional list. These vessels must keep a copy of the provisional list on board until their fishing authorisation is issued.
5. Fishing authorisations for all vessels shall be issued to vessel owners or their agents by the DPM via the EU Delegation to Senegal within twenty (20) working days of receipt of all the documents referred to in point 2.3.
6. At the same time, in order to not delay the possibility of fishing in the area, a copy of the fishing authorisation shall be sent to the ship owner electronically. This copy may be used for a maximum period of 60 days after the date on which the authorisation was issued. During this period, the copy shall be considered equivalent to the original.
7. The fishing authorisation must be held on board at all times, without prejudice to the provisions of points 4 and 6 of this Section.

5. Transfer of a fishing authorisation

1. A fishing authorisation shall be issued for a given vessel and shall not be transferable.
2. However, at the request of the EU and where force majeure is proven, in particular in the event of the loss or prolonged immobilisation of a vessel due to a serious technical failure, the fishing authorisation of the initial vessel shall be replaced by a new fishing authorisation for another vessel of the same category, with no further fee due.
3. In this case, the calculation of catch levels to determine any additional payment shall take account of the sum of the total catches of the two vessels.
4. The owner of the initial vessel, or his agent, shall return the cancelled fishing authorisation to the DPM via the EU Delegation to Senegal.
5. The new fishing authorisation shall take effect on the day on which the cancelled fishing authorisation is returned to the DPM. The EU Delegation shall be informed of the transfer of the fishing authorisation.

6. Period of validity of the licence

1. Fishing authorisations for tuna seiners and pole-and-line vessels shall be valid for an annual period. Fishing authorisations for ocean-going fish trawlers (deep-water demersal species) shall be valid for a quarterly period.
2. Fishing authorisations shall be renewable.
3. In order to establish the start of the period of validity of fishing authorisations,
 - ‘annual period’ shall mean: 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; then, each complete calendar year; for the last year of application of the Protocol, the period between 1 January and the date of expiry of the Protocol.
 - ‘quarterly period’ shall mean: at the start of application of the Protocol, the period between the date of its entry into force and the date of the start of the next quarter, a quarter having to begin on 1 January, 1 April, 1 July or 1 October; then, each complete quarter; at the end of application of the Protocol, the period between the end of the last full quarter and the date of expiry of the Protocol.

7. Support vessels

1. At the request of the EU, Senegal shall authorise Union fishing vessels which are holders of a fishing authorisation to be assisted by support vessels.
2. This support must not include refuelling or transhipment of catches.
3. Support vessels must fly the flag of an EU Member State and must not be equipped for fishing.
4. Support vessels are subject to the same procedure as regards the sending of applications for fishing authorisation set out in Chapter II, to the extent applicable.
5. Senegal shall draw up the list of authorised support vessels and send it without delay to the national body responsible for supervising fishing, and to the EU.

*CHAPTER III***TECHNICAL MEASURES**

The technical measures applicable to ocean-going fish trawlers (deep-water demersal species) holding a fishing authorisation, relating to zone, fishing gear and additional catch, are set out in the technical sheet contained in Appendix 2.

Tuna vessels shall comply with all the recommendations and resolutions adopted by ICCAT.

*CHAPTER IV***CONTROL, MONITORING AND SURVEILLANCE****SECTION 1****Catch Reporting Arrangements****1. Fishing logbook**

1. The master of a Union vessel fishing under the Agreement shall keep a fishing logbook, for which the model for each category of fishing is included in Appendices 3a and 3b of this Annex.
2. The fishing logbook shall be completed by the master for each day the vessel is present in the Senegalese fishing zone.
3. 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.
4. 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.

5. The fishing logbook shall be filled in legibly, in block capitals, and signed by the master.
6. The master shall be responsible for the accuracy of the data recorded in the fishing logbook.

2. Catch reporting

1. The master shall notify the vessel's catch by submitting to Senegal its fishing logbooks for the period of its presence in the Senegalese fishing zones.
2. Until such time as the electronic fishing data communication system mentioned in point 4 of this Section has been set up, the fishing logbooks shall be transmitted in the following ways:
 - (i) when passing through a Senegalese port, the original of each fishing logbook shall be submitted to the local representative of Senegal, who shall confirm receipt thereof in writing;
 - (ii) when leaving the Senegalese fishing zones without first passing through a Senegalese port, the original of each fishing logbook shall be sent:
 - (a) in scanned form by e-mail, to the address given by Senegal. Senegal shall confirm receipt thereof without delay by return e-mail;or, in exceptional cases,
 - (b) by fax, to the number given by Senegal; or
 - (c) within 14 days of arriving in port, and in any case within 45 days of leaving the Senegalese zone, by post sent to Senegal.
3. The master shall send a copy of all the fishing logbooks to the EU. For tuna vessels, the master shall also send a copy of all the fishing logbooks to one of the following scientific institutes:
 - (i) IRD (Institut de recherche pour le développement);
 - (ii) IEO (Instituto Español de Oceanografía); or
 - (iii) INIAP (Instituto Nacional de Investigação Agrária e das Pescas); as well as to,
 - (iv) CRODT (Centre de Recherche Océanographique de Dakar Thiaroye).
4. The return of the vessel into the Senegalese fishing zone within the period of validity of its fishing authorisation shall give rise to further catch reporting.
5. Where the provisions concerning catch reporting are not complied with, Senegal may suspend the fishing authorisation of the vessel concerned until the missing catch report is obtained and penalise the ship owner in accordance with the relevant provisions under the national legislation in force. If the offence is repeated, Senegal may refuse to renew the fishing authorisation.
6. Senegal shall inform the EU without delay of any penalty applied in this context.

3. Quarterly catch reporting for trawlers

Until such time as the electronic fishing data communication system mentioned in point 4 of this Section has been set up, the European Commission shall notify the DPM, before the end of the third month of each quarter, of the quantities caught by the trawlers during the preceding quarter, using the model in Appendix 3c of this Annex.

4. Transition to an electronic fishing data communication system (ERS)

The two Parties agree to ensure a transition to an electronic system for declaring catches based on the technical characteristics laid down in Appendix 6. The Parties agree to define the common arrangements with the aim of this transition taking place as soon as possible. Senegal shall inform the EU as soon as the conditions for this transition have been met. The Parties agree to have the system fully operational within two months from the date this information is sent.

5. Final statement of fees for tuna vessels

1. Annual declaration

- 1.1. An annual declaration of catches based on the fishing logbooks and the information provided by the master shall be sent to the above-mentioned scientific institutes for validation.
- 1.2. When validated, these declarations shall be sent to the DPM, the DPSP and CRODT for verification.
- 1.3. Senegal shall inform the EU swiftly of the results of this verification.
- 1.4. Should clarifications be necessary, the EU shall contact the EU scientific institutes and pass on the clarifications to Senegal. These notifications will take place electronically.
- 1.5. The Joint Scientific Working Group shall meet if necessary.
- 1.6. Other discussions on the verification process may be initiated, if necessary with a meeting of all the scientific institutes.

2. Final statement

- 2.1. For each tuna-fishing vessel, the EU shall draw up, on the basis of its catch reporting confirmed by the above-mentioned scientific institutes and centre, a final statement of the fees owed by the vessel in respect of its annual season for the previous calendar year.
- 2.2. The EU shall send this final statement to Senegal and to the ship owner before 15 July of the year following the year in which the catches were made.
- 2.3. Where the final statement is greater than the anticipated flat-rate fee paid to obtain the fishing authorisation, the ship owner shall pay the outstanding balance to Senegal by 30 August of the year in progress. Where the final statement is less than the expected flat-rate fee, the remaining amount shall not be reclaimed by the ship owner.

SECTION 2

Entering and leaving Senegalese waters

1. Union fishing vessels operating in Senegalese waters under this Protocol shall notify the competent Senegalese authorities, at least six (6) hours in advance, of their intention to enter or leave Senegalese waters.
2. When notifying entry into/exit from Senegalese waters vessels shall, at the same time, also communicate their position and the catches already held on board, identified by their FAO 3-alpha code, expressed in kilograms of live weight or, where necessary, the number of individual fish, without prejudice to the provisions of Section 2 of Appendix 6. This information shall be communicated by e-mail or fax to the addresses listed in Appendix 7.
3. A vessel found to be fishing without having informed the competent Senegalese authorities shall be regarded as a vessel without a fishing authorisation and shall be subject to the consequences provided for under national law.
4. The e-mail address, fax and telephone numbers and radio coordinates of the competent Senegalese authorities shall be annexed to the fishing authorisation.

SECTION 3

Transshipment and landings

1. Pole-and-line vessels shall land the catches from the Senegalese fishing zones in the port of Dakar and may sell them to local businesses at international market prices defined on the basis of negotiation between operators.
2. All Union fishing vessels operating in Senegalese waters under this Protocol which carry out transshipments in Senegalese waters shall do so off the port of Dakar, with the permission of the competent Senegalese authority.
3. The owners of these vessels or their agents wishing to conduct a transshipment or landing must notify the competent Senegalese authorities, at least 72 hours in advance, of the following:
 - 3.1. the names of the fishing vessels involved in the transshipment or landing;
 - 3.2. the name of the cargo vessel or of the port of landing;

- 3.3. the tonnage by species to be transhipped or landed;
 - 3.4. the day of transshipment or landing;
 - 3.5. the destination of the transhipped or landed catches.
4. Transshipment or landing shall be considered as an exit from Senegalese waters. Vessels must submit their catch declarations to the competent Senegalese authorities and state whether they intend to continue fishing or to leave Senegalese waters.
 5. Any transshipment or landing of catches not covered by the above provisions shall be prohibited in Senegalese waters. Any person infringing this provision shall be liable to the penalties provided for by Senegalese law in force.

SECTION 4

Satellite-based vessel monitoring system (VMS)

1. Vessel position messages — VMS system

1. Union vessels holding a fishing authorisation shall be equipped with a satellite monitoring system (Vessel Monitoring System — VMS) to enable automatic and continuous communication of their position, every two hours, to the fishing control centre (Fisheries Monitoring Centre — FMC) of their flag State.
2. Each position message shall:
 - (i) 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;
 - (ii) be configured in accordance with the format given in Appendix 5 to this Annex.
3. The first position recorded after entry into the Senegalese 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 exit from the Senegalese zone, which shall be identified by the code 'EXI'.
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

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. In the event of breakdown, the VMS system of the vessel shall be repaired or replaced within one month. After that period, the vessel shall no longer be permitted to fish in the Senegalese fishing zones.
3. Vessels fishing in the Senegalese fishing zones with a defective VMS system shall communicate their position messages by e-mail, radio or fax to the FMC of the flag State, at least every four hours, and must provide all the compulsory information detailed in point 1.2(i) of this Section.

3. Secure communication of the position messages to Senegal

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

2. The transmission of position messages between the FMCs of the flag State and Senegal shall be carried out electronically using a secure communication system.
3. The FMC of Senegal 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 authorisation, where the vessel concerned has not notified its departure from the zone.

4. Malfunction of the communication system

1. Senegal shall ensure the compatibility of its electronic equipment with that of the FMC of the flag State and inform the EU without delay of any malfunction as regards the sending and receiving of position messages with a view to finding a technical solution as soon as possible.
2. The Joint Committee shall deal with any dispute arising.
3. 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 Senegalese legislation in force.

5. Revision of the frequency of position messages

1. On the basis of documentary evidence proving an infringement, Senegal 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 hour for a set period of investigation.
2. This documentary evidence shall be sent without delay by Senegal to the FMC of the flag State and the EU.
3. The FMC of the flag State shall without delay send the position messages to Senegal at the reduced frequency.
4. At the end of the set investigation period, Senegal shall inform the FMC of the flag State and the EU of any follow-up.

6. Validity of the VMS message in case of dispute

The position data supplied by the VMS system shall be authentic in case of dispute between the Parties.

SECTION 5

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

2. Designated vessels and observers

- 2.1. When the fishing authorisation is issued, Senegal 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.
- 2.2. Senegal shall inform the EU and the vessel owner, or its consignee, of the name of the designated observer at the latest 15 days before the date provided for the embarkation of the observer. Senegal shall without delay inform the EU and the vessel owner or its consignee of any change in the designated vessels and observers.
- 2.3. Senegal shall endeavour not to designate observers for vessels which already have an observer on board, or which are already formally obliged to allow an observer to embark during the fishing season in question as part of their activities in fishing zones other than the Senegalese zones.

- 2.4. For deep-sea demersal trawlers the time on board shall not exceed two months. The observers shall not spend more time on board the vessel than is necessary to carry out their duties.

3. Flat-rate financial contribution

- 3.1. At the time the annual flat-rate fee is paid, owners of freezer tuna seiners and pole-and-line vessels shall also pay the DPSP a flat-rate sum of EUR 400 per vessel for the proper functioning of the observer programme.
- 3.2. At the time the quarterly flat-rate fee is paid, owners of trawlers shall also pay the DPSP a flat-rate sum of EUR 100 per vessel for the proper functioning of the observer programme.

4. Observer's salary

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

5. Embarkation conditions

- 5.1. The embarkation conditions for the observer, in particular the duration of his presence on board, shall be defined by mutual agreement between the vessel owner or its consignee and Senegal.
- 5.2. The observer shall be treated on board as an officer. 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 well-being of the observer.
- 5.5. The observer shall be offered every facility needed to carry out his duties. He shall have access to means of communication and to documents relating to the fishing activities of the vessel, in particular the fishing logbook and navigation log, and the parts of the vessel directly linked to his duties.

6. Observer's obligations

- 6.1. Whilst on board the observer shall:
- 6.2. take all appropriate measures so as not to interrupt or hinder fishing operations;
- 6.3. respect on-board property and equipment;
- 6.4. 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 his agent shall notify Senegal, 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, his travel costs to the port of embarkation shall be borne by the vessel owner.
- 7.3. If the observer does not present himself for boarding within 12 hours of the date and time set, the vessel owner shall be automatically discharged from his obligation to allow the observer to embark. The vessel shall be free to leave the port and start fishing operations.
- 7.4. Where the observer is not put ashore in a Senegalese port, the vessel owner shall bear the costs of the observer's repatriation to Senegal as soon as possible.

8. Observer's obligations

The observer shall carry out the following duties:

- 8.1. observe the fishing activities of the vessel;
- 8.2. verify the position of the vessel during fishing operations;

- 8.3. perform biological sampling in the context of a scientific programme;
- 8.4. note the fishing gear used;
- 8.5. verify the catch data for the Senegalese fishing zones recorded in the logbook;
- 8.6. verify the percentages of by-catches and estimate the discarded catches;
- 8.7. communicate observations by radio, fax or e-mail at least once a week while the vessel is fishing in the Senegalese zones, including the quantity of catch and by-catch 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 send his report to Senegal, which shall send a copy of it to the EU within eight days of the observer's disembarkation.

SECTION 6

Inspection at sea and in port

1. Inspection at sea

- 1.1. Inspections at sea in the Senegalese fishing zones of Union fishing vessels holding a fishing authorisation shall be carried out by Senegalese vessels and inspectors who are clearly identified as being assigned to carry out fishing checks.
- 1.2. Before going on board, the Senegalese inspectors shall warn 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.
- 1.3. The Senegalese inspectors shall only stay on board the Union fishing 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.
- 1.4. Senegal may allow the EU to participate in the inspection at sea as an observer.
- 1.5. The master of the Union fishing vessel shall allow the Senegalese inspectors to come on board and carry out their work.
- 1.6. At the end of each inspection, the Senegalese inspectors shall draw up an inspection report. The master of the Union fishing vessel shall have the right to comment in the inspection report. The inspection report shall be signed by the inspector drawing up the report and the master of the Union fishing vessel.
- 1.7. The Senegalese inspectors shall issue a copy of the inspection report to the master of the Union fishing vessel before leaving the vessel. Senegal shall send a copy of the inspection report to the EU within eight days of the inspection.

2. Inspection in port

- 2.1. Inspections in port of Union fishing vessels which land or tranship catch from the Senegalese zone in the waters of a Senegalese port shall be carried out by designated inspectors.
- 2.2. 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 Senegalese 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 transhipment operation and the cargo.
- 2.3. Senegal may allow the EU to participate in the inspection in port as an observer.
- 2.4. The master of the Union fishing vessel shall allow the Senegalese inspectors to carry out their work.

- 2.5. At the end of each inspection, the Senegalese inspector shall draw up an inspection report. The master of the Union fishing vessel shall have the right to comment in the inspection report. The inspection report shall be signed by the inspector drawing up the report and the master of the Union fishing vessel.
- 2.6. The Senegalese inspectors shall give a copy of the inspection report to the master of the Union fishing vessel at the end of the inspection. Senegal shall send a copy of the inspection report to the EU within eight days of the inspection.

SECTION 7

Infringements

1. Handling of infringements

- 1.1. Any infringement committed by a Union fishing vessel holding a fishing authorisation in accordance with the provisions of this Annex shall be mentioned in an inspection report. The report shall be sent to the EU and the flag State as soon as possible.
- 1.2. The signing 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 Senegalese legislation in force regarding the infringement, any Union fishing vessel having committed an infringement may be forced to cease its fishing activity and, where the vessel is at sea, to return to the port of Dakar.
- 2.2. Senegal shall notify the EU within 24 hours of any detention of a Union fishing vessel holding a fishing authorisation. That notification shall be accompanied by documentary evidence of the alleged 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, Senegal 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 the information meeting.

3. Penalties for infringements — Compromise procedure

- 3.1. The penalty for the infringement shall be set by Senegal according to the national legislation in force.
- 3.2. Where settling the infringement involves legal proceedings, provided that the infringement does not involve a criminal act, a compromise procedure shall be undertaken between Senegal and the EU before such legal proceedings are launched in order to determine the terms and level of the penalty. The compromise procedure shall finish at the latest three days after notification of the vessel's detention.
- 3.3. A representative of the flag State of the vessel and of the EU may participate in the compromise procedure.

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 Senegal, the amount of which, as set by Senegal, shall cover the costs linked to the detention of the vessel, the estimated fine and any compensation. The bank security shall not be recovered until the legal proceedings have been concluded.
- 4.2. 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.

- 4.3. Senegal shall inform the EU of the outcome of the legal proceedings within eight days of the judgment being delivered.

5. Release of the vessel and the crew

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

SECTION 8

Participatory monitoring in the fight against IUU fishing

1. Objective

In order to strengthen monitoring of fishing on the high seas and the fight against IUU fishing, Union fishing vessels shall report the presence of any vessel in the Senegalese fishing zones which are not on the list of vessels authorised to fish in Senegal.

2. Procedure

- 2.1. Where the master of a Union fishing vessel witnesses a fishing vessel engaged in activities which may constitute IUU fishing, he may seek as much information as possible about what has been sighted.
- 2.2. Sighting reports shall be sent without delay to the Senegalese authorities and to the competent authority of the flag State of the sighting vessel, which shall without delay transmit them to the European Commission or to the body designated by it.
- 2.3. The European Commission shall provide Senegal with this information.

3. Reciprocity

Senegal shall send the European Union, as soon as possible, any sighting reports it has on fishing vessels engaged in activities which may constitute IUU fishing in the Senegalese fishing zones.

CHAPTER V

SIGNING-ON OF SEAMEN

1. Owners of Union fishing vessels operating under this Protocol shall employ ACP nationals, subject to the following conditions and limits:
- for the fleet of tuna seiners, at least 20 % of the seamen signed on during the tuna-fishing season in the Senegalese fishing zone shall be from Senegal or possibly from an ACP country;
 - for the fleet of pole-and-line vessels, at least 20 % of the seamen signed on during the fishing season in the Senegalese fishing zone shall be from Senegal or possibly from an ACP country;
 - for the fleet of deep-sea demersal trawlers, at least 20 % of the seamen signed on during the fishing season in the Senegalese fishing zone shall be from Senegal or possibly from an ACP country.
2. Vessel owners shall endeavour to sign on Senegalese seamen.
3. The International Labour Organization (ILO) Declaration on Fundamental Principles and Rights at Work shall apply as of right to seamen taken on board Union fishing vessels. This concerns in particular freedom of association, effective recognition of the right to collective bargaining, and elimination of discrimination in respect of employment and occupation.
4. The employment contracts of Senegalese and ACP seamen, a copy of which shall be given to the National Agency for Maritime Affairs and the signatories of the contracts, shall be drawn up between the vessel owners' agent(s) and the seamen and/or their trade unions or representatives. These contracts shall guarantee the seamen the social security cover applicable to them, in accordance with the applicable legislation, including life assurance and sickness and accident insurance.

5. The wages of the seamen from the ACP countries shall be paid by the vessel owners. They shall be fixed by mutual agreement between the vessel owners or their agents and the seamen and/or their trade unions or representatives. However, the wage conditions granted to the seamen shall not be lower than those applied to crews from their respective countries and shall, under no circumstances, be below ILO standards.
 6. All seamen employed aboard Union fishing vessels shall report to the master of the vessel designated on the day before their proposed boarding date. Where a seaman fails to report at the date and time agreed for his boarding, the vessel owner shall be automatically absolved of his obligation to take the seaman on board.
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Appendices

- 1- Application for a fishing authorisation
 - 2- Technical sheet
 - 3- Fishing logbook and catch declaration models
 - 4- Geographical coordinates of fishing zones
 - 5- Communication of VMS messages to Senegal — format of VMS data — position report
 - 6- Guidelines for implementing the electronic reporting system for fishing activities (ERS)
 - 7- Contact details for Senegal
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Appendix 1

SENEGAL-EUROPEAN UNION FISHERIES AGREEMENT APPLICATION FOR A FISHING AUTHORISATION

I — APPLICANT

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

II — VESSEL AND IDENTIFICATION

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

III — TECHNICAL CHARACTERISTICS OF VESSEL AND EQUIPMENT

1. Overall length: Width: Draught:
2. Tonnage (expressed in GT): Net tonnage:
3. Power of main engine in kW: Make: Type:
4. Type of vessel: ☐ Tuna Seiner ☐ Pole-and-line vessel ☐ Ocean-going fish trawler (deep-water demersal species)
5. Fishing gear types:
6. Fishing zones:
7. Target species:
8. Designated port for landing operations:
9. Crew complement:
10. Method of preservation on board: Cooling ☐ Refrigeration ☐ Mixed ☐ Freezing ☐
11. Freezing capacity in tonnes/24 hours: Hold capacity: Number:
12. VMS transponder:

Manufacturer: Model: Serial No.:

Software version: Satellite operator:

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

Done at on

Signature of applicant

Appendix 2

TECHNICAL SHEET FOR DEEP-WATER DEMERSAL SPECIES

(1) Target species:

Deep-water hake (*Merluccius senegalensis* and *Merluccius polli*)

(2) Fishing zone:

The permitted fishing zone is defined as follows ⁽¹⁾:

- (a) west of longitude 016° 53' 42" W between the Senegalese-Mauritanian border and latitude 15° 40' 00" N;
- (b) from 15 nautical miles from the reference line between latitude 15° 40' 00" N and latitude 15° 15' 00" N;
- (c) from 12 nautical miles from the reference line between latitude 15° 15' 00" N and latitude 15° 00' 00" N;
- (d) from 8 nautical miles from the reference line between latitude 15° 00' 00" N and latitude 14° 32' 30" N;
- (e) west of longitude 017° 30' 00" W, in the zone between latitude 14° 32' 30" N and latitude 14° 04' 00" N;
- (f) west of longitude 017° 22' 00" W, in the zone between latitude 14° 04' 00" N and the northern Senegalese-Gambian border;
- (g) west of longitude 017° 35' 00" W, in the zone between the southern Senegalese-Gambian border and latitude 12° 33' 00" N;
- (h) south of azimuth 137° drawn from point P9 (12° 33' 00" N; 017° 35' 00" W) to the intersection with azimuth 220° drawn from Cabo Roxo, to take account of the management and cooperation agreement between Senegal and Guinea-Bissau.

(3) Authorised gear:

Conventional demersal or hake trawl, minimum mesh size 70 mm. 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. Doubling of the codend's netting yarn, whether single or multiple, is prohibited.

(4) By-catches ⁽²⁾:

7 % cephalopods, 7 % crustaceans, and 15 % other deep-water demersal fish.

The above percentages of by-catches shall be calculated at the end of each trip, in relation to the total catch weight, in accordance with Senegalese regulations.

The retention on board, transshipment, landing, storage and sale of all or some of the elasmobranchs protected by the EU Plan of Action for the Conservation and Management of Sharks and by the Regional Fisheries Management Organisations and the competent Regional Fisheries Organisations, i.e. of the oceanic whitetip shark (*Carcharhinus longimanus*), silky shark (*Carcharhinus falciformis*), white shark (*Carcharodon carcharias*), basking shark (*Cetorhinus maximus*), porbeagle (*Lamna nasus*), bigeye thresher shark (*Alopias superciliosus*), angel shark (*Squatina squatina*), giant manta ray (*Manta birostris*) and hammerhead shark species (*Sphyrnidae*) are prohibited.

Elasmobranch species not allowed on board, if accidentally caught, must not be injured. Specimens caught must be promptly released.

(5) Total allowable catch/fees:	
Authorised catch volume:	2 000 tonnes per year
Fee:	EUR 90/tonne
<p>The fee shall be calculated at the end of each period of three months in which the vessel is authorised to fish, taking into account the catches made during that period.</p> <p>The licence shall be granted on advance payment of EUR 500 per vessel, to be deducted from the total amount of the fee. The advance payment shall be made at the beginning of each three-month period in which the vessel is authorised to fish.</p>	
— Number of vessels authorised to fish	2 vessels
— Type of vessels authorised to fish	Ocean-going fish trawlers (deep-water demersal species):
— Signing-on of seamen from Senegal or other ACP countries	20 % of the crew
— Biological rest period	1 May to 30 June ⁽³⁾
<p>⁽¹⁾ The fishing zone may, if necessary, be defined by coordinates setting out the boundaries of the polygon in which fishing is permitted. These coordinates shall be communicated to the European Commission by the Senegalese authorities before this Protocol enters into force.</p> <p>⁽²⁾ This provision shall be reviewed after one year of application.</p> <p>⁽³⁾ The biological rest period, like other technical conservation measures, shall be reviewed after the Protocol has been in force for one year and, should the Joint Scientific Working Group so recommend, may be adapted to take account of fish stocks.</p>	

Appendix 3a

Highly-migratory species: Fishing logbook (ICCAT model)

Vessel name:	Gross tonnage:	Vessel DEPARTED:	Month	Day	Year	Port	<div><div></div>Longline</div> <div><div></div>Live bait</div> <div><div></div>Purse seine</div> <div><div></div>Trawl</div> <div><div></div>Other</div>
Flag State:	Capacity — (MT):						
Registration No:	Master:						
Vessel owner:	No of crew:						
Address:	Reporting date:	Vessel RETURNED:					
	(Reported by):	No of days at sea:		No of fishing days:		Trip number:	
				No of sets made:			

Date		Sector				Catches																				Isco usado na pesca (Bait used)					
Month	Day	Latitude N/S	Longitude E/W			Surface water temp (°C)	Fishing effort No of hooks used	Bluefin tuna <i>Thunnus thynnus</i> or <i>maccoyii</i>		Yellowfin tuna <i>Thunnus albacares</i>		(Bigeye tuna) <i>Thunnus obesus</i>		(Albacore) <i>Thunnus alalunga</i>		(Swordfish) <i>Xiphias gladius</i>		(Strip marlin) (White marlin) <i>Tetraptunus audax</i> or <i>albidus</i>		(Black marlin) <i>Makaira indica</i>		(Sailfish) <i>Istiophorus albicans</i> or <i>platypterus</i>		(Skipjack) <i>Katsuwonus pelamis</i>		(Miscellaneous fish)		Daily total (weight in kg only)		Saury	Squid
						No	Weight kg	No	kg	No	kg	No	Kg	No	kg	No	kg	No	kg	No	kg	No	kg	No	kg	No	kg				
LANDING WEIGHT (IN KG)																															

Comments

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

2 — 'Day' refers to the day you set the line.

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.

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.

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

Highly-migratory species: Fishing logbook — EU model (Annex VI to Regulation (EU) No 404/2011) ⁽¹⁾

No	EUROPEAN UNION LOG-BOOK			Day Month Hour Year, 20 ... ,
Name of vessel(s) (1)	External identification (2)	Name of master(s) (3)	Departure (4) [.....] [.....] from [.....]	
.....	 1	Return (5) [.....] [.....] to [.....]	
International Radio call sign (IRCS) (1)		Address(es)	Landing (6) [.....][.....] to [.....]	
		1 1		
Gear(8)	Mesh size(9)	Dimension(10)	Name and radio call sign (if any)	
1 1	1 1	1 1	External identification	
		In case of transhipment (7)	Nationality of recipient fishing vessel	
		Day 1 1		
		Month 1 1 1 1		

⁽¹⁾ Annex X to Regulation (EU) No 404/2011 provides instructions to masters of EU fishing vessels on how to complete a fishing logbook.

(*) Delete whichever does not apply.

SFPA — SENEGAL

YEAR — QUARTER

Catch declaration for deep-sea demersal trawlers

Name of vessel

Flag State

Zone ⁽¹⁾

Catch in kilograms

Month	⁽²⁾	Hake	Pandora	Angler-fish						Other fish ⁽³⁾	Other cephalopods ⁽³⁾	Other crustaceans ⁽³⁾	Other shellfish ⁽³⁾	Total catch
	(FAO CODE)													
January														
February														
March														
April														
May														
June														
July														
August														
September														
October														
November														
December														
Total														

⁽¹⁾ Indicate whether 'Senegal' or 'Senegal/Guinea-Bissau common zone'⁽²⁾ One column for each species caught (with FAO Code)⁽³⁾ Indicate aggregate catches if species is not determined

*Appendix 4***GEOGRAPHICAL COORDINATES****Senegalese fishing and closed zones**

The coordinates of the Senegalese fishing zones and zones closed to fishing and navigation shall be communicated by the Senegal side prior to the entry into force of this Agreement.

Appendix 5

COMMUNICATION OF VMS MESSAGES TO SENEGAL FORMAT OF VMS DATA — POSITION REPORT

Data element	Code	Mandatory/ Optional	Remarks
Start record	SR	M	System detail indicating start of record
Addressee	AD	M	Message detail — Addressee Alpha-3 country code (ISO-3166)
From	FR	M	Message detail — Sender Alpha-3 country code (ISO-3166)
Flag State	FS	M	Message detail — Flag State Alpha-3 code (ISO-3166)
Type of message	TM	M	Message detail — Message type (ENT, POS, EXI)
Radio call sign (IRCS)	RC	M	Vessel detail — Vessel international radio call sign (IRCS)
Contracting Party internal reference number	IR	O	Vessel detail — Unique contracting party number Alpha-3 code (ISO-3166) followed by number
External registration number	XR	M	Vessel detail — Number on side of vessel (ISO 8859.1)
Latitude	LT	M	Vessel position detail — Position in degrees and decimal degrees +/- DD.ddd (WGS84)
Longitude	LG	M	Vessel position detail — Position in degrees and decimal degrees +/- DD.ddd (WGS84)
Course	CO	M	Vessel course 360° scale
Speed	SP	M	Vessel speed in tenths of knots
Date	DA	M	Vessel position detail — Date of record of UTC position (YYYYMMDD)
Time	TI	M	Vessel position detail — Time of record of UTC position (HHMM)
End record	ER	M	System detail indicating end of record

Each data transmission is structured as follows:

Characters used must comply with the ISO 8859.1 standard.

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

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

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

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

The optional data elements must be inserted between the start and the end of the message.

Appendix 6

GUIDELINES FOR IMPLEMENTING THE ELECTRONIC REPORTING SYSTEM FOR FISHING ACTIVITIES (ERS)**1. General provisions**

- (1) All EU fishing vessels must be equipped with an electronic system, hereinafter referred to as 'ERS system', capable of recording and transmitting data relating to the fishing activity of the vessel, hereinafter referred to as 'ERS data', whenever the vessel is operating in Senegalese waters.
- (2) An EU vessel that is not equipped with an ERS, or whose ERS is not working, is not authorised to enter Senegalese waters in order to engage in fishing activities.
- (3) ERS data shall be transmitted in accordance with the procedures of the vessel's flag State, i.e. they shall firstly be sent to the Fisheries Monitoring Centre (hereinafter: FMC) of the flag State which will make them automatically available to the Fisheries Protection and Monitoring Directorate (DPSP) of Senegal.
- (4) The flag State and Senegal shall ensure that their FMCs have the necessary IT equipment and software to automatically transmit ERS data in xml format, and shall have a backup procedure in place capable of recording and storing ERS data in a format which will be computer-readable for at least three years.
- (5) 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).
- (6) The flag State and Senegal 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 (6) months.
 - (b) The FMCs of the flag State and Senegal shall notify one another of the contact details (name, address, telephone number, fax, e-mail address) of their ERS correspondent, before the supplier starts production of the ERS.
 - (c) Any changes to the contact details of the ERS correspondent must be notified without delay.

2. Producing and communicating ERS data

- (1) Union fishing vessels shall:
 - (a) communicate on a daily basis ERS data for each day spent in Senegalese waters;
 - (b) record the quantity of each species caught and kept on board as target species or by-catch, or discarded, for each fishing operation;
 - (c) for each species identified in the fishing authorization issued by Senegal, also declare zero catches;
 - (d) identify each species by its FAO alpha 3 code;
 - (e) express the quantities in kilograms of live weight or, if necessary, the number of individual fish;
 - (f) record, in the ERS data, the transhipped and/or landed quantity of each species;
 - (g) record in the ERS data, every time Senegalese 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 authorisation issued by Senegal;
 - (h) transmit ERS data on a daily basis to the FMC of the flag State, according to the format referred to in point 4 of paragraph 1 above, by 23:59 UTC at the latest.

- (2) The master is responsible for the accuracy of the ERS data recorded and sent.
- (3) The FMC of the flag State shall send the ERS data automatically and immediately to the Senegalese FMC.
- (4) The Senegalese FMC shall confirm that it has received the ERS data by means of a return message and shall handle all ERS data confidentially.

3. Failure of the on-board ERS and/or transmission of ERS data between the vessel and the FMC of the flag State

- (1) The flag State shall without delay 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.
- (2) The flag State shall inform Senegal of the failure detected and the corrective measures taken.
- (3) 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 10 days. If the vessel makes a call at a port within those 10 days, it may only resume fishing activity in Senegalese waters once its ERS is in perfect working order, unless Senegal authorises otherwise.
 - (a) Following a technical failure in its ERS, a fishing vessel shall not leave port until its ERS functions again to the satisfaction of the flag State and Senegal, or
 - (b) it receives authorisation from the flag State. In the latter case, the flag State shall inform Senegal of its decision before the vessel leaves.
- (4) Any EU vessels operating in Senegalese waters 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 Senegalese FMC.
- (5) ERS data which could not be made available to Senegal via the ERS owing to the failure of the system shall be transmitted by the FMC of the flag State to the Senegalese FMC by another mutually agreed form of electronic communication. This alternative transmission shall be considered a priority, it being understood that it will not be possible to comply with the transmission deadlines usually applicable.
- (6) If the Senegalese FMC does not receive ERS data from a vessel for three consecutive days, Senegal may instruct a vessel to immediately call at a port of its choosing in order to investigate.

4. FMC failure — ERS data not received by Senegalese FMC

- (1) In the event that ERS data are not received by an FMC, its ERS correspondent shall without delay inform the ERS correspondent for the other FMC, and if necessary they shall work together to resolve the problem.
- (2) Before the ERS becomes operational, the FMC of the flag State and the Senegalese FMC shall mutually agree on the alternative means of electronic communication to be used in order to transmit ERS data in the event of an FMC failure, and shall without delay inform one another of any changes thereto.
- (3) If the Senegalese FMC reports that ERS data has not been received, the FMC of the flag State shall identify the causes of the problem and take appropriate measures in order to resolve the problem. The FMC of the flag State shall inform the Senegalese FMC and the EU of the outcome of the measures taken within 24 hours after recognising the failure.
- (4) If more than 24 hours is required in order to resolve the problem, the FMC of the flag State shall without delay transmit the missing ERS data to the Senegalese FMC via one of the alternative means of electronic communication referred to in point 5 of paragraph 3.
- (5) Senegal shall inform its competent monitoring services (CMS) so that EU vessels are not considered by the Senegalese FMC to be in violation of their obligations for not transmitting ERS data owing to a failure in one of the FMCs.

5. FMC maintenance

- (1) 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 about unplanned maintenance work shall be sent to the other FMC as soon as possible.
 - (2) 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.
 - (3) 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 5 of paragraph 3.
 - (4) Senegal shall inform its competent monitoring services (CMS) so that EU vessels are not considered by the Senegalese FMC to be in violation of their obligations for not transmitting ERS data owing to the maintenance of an FMC.
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*Appendix 7***CONTACT DETAILS FOR SENEGAL****1. DPM**

Address: Place du Tirailleur, 1 rue Joris, BP 289 Dakar

E-mail: infos@dpm.sn; cjpmanel@gmail.com

Telephone: + 221 338230137

Fax + 221 338214758

2. Application for a fishing authorisation

Address: Place du Tirailleur, 1 rue Joris, BP 289 Dakar

E-mail: infos@dpm.sn; cjpmanel@gmail.com

Telephone: + 221 338230137

Fax + 221 338214758

3. Fisheries Protection and Monitoring Directorate (DPSP) and entry and exit notification

Nom du CSP (Code d'Appel): Papa Sierra

Radio:

VHF: F1 canal 16; F2 canal 71

HF: F1 5.283 MHZ; F2 7.3495 MHZ

Address:

E-mail: crsdpdp@gmail.com

E-mail (alternatif): surpeche@hotmail.com

Telephone: + 221 338602465

Fax + 221 338603119

4. CRODT (Centre de Recherche Océanographique de Dakar Thiaroye)

Address: Pôle de Recherches de Hann Sis au Laboratoire National d'Elevage et de Recherches vétérinaires (PRH/LNERV)

BP 2241 Dakar

E-mail: massal.fall@gmail.com

Telephone: + 221 773339289/776483936

Fax + 221 338328265
