



Council of the
European Union

Brussels, 1 October 2015
(OR. en)

Interinstitutional File:
2015/0224 (NLE)

12569/15
ADD 1

PECHE 327

PROPOSAL

From:	Secretary-General of the European Commission, signed by Mr Jordi AYET PUIGARNAU, Director
date of receipt:	30 September 2015
To:	Mr Jeppe TRANHOLM-MIKKELSEN, Secretary-General of the Council of the European Union
No. Cion doc.:	COM(2015) 467 final - ANNEXES 1 to 3
Subject:	ANNEXES to the Proposal for a COUNCIL DECISION on the conclusion of a Sustainable Fisheries Partnership Agreement between the European Union and the Republic of Liberia and the Implementation Protocol thereto

Delegations will find attached document COM(2015) 467 final - ANNEXES 1 to 3.

Encl.: COM(2015) 467 final - ANNEXES 1 to 3



EUROPEAN
COMMISSION

Brussels, 30.9.2015
COM(2015) 467 final

ANNEXES 1 to 3

ANNEXES

to the Proposal for a

COUNCIL DECISION

on the conclusion of a Sustainable Fisheries Partnership Agreement between the European Union and the Republic of Liberia and the Implementation Protocol thereto

ANNEXES

to the Proposal for a COUNCIL DECISION

on the conclusion of a Sustainable Fisheries Partnership Agreement between the European Union and the Republic of Liberia and the Implementation Protocol thereto

ANNEX I

SUSTAINABLE FISHERIES PARTNERSHIP AGREEMENT

between the European Union and the Republic of Liberia

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

THE REPUBLIC OF LIBERIA, hereinafter referred to as "Liberia",

both hereinafter referred to as "the Parties",

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

HAVING REGARD TO the United Nations Convention on the Law of the Sea of 10 December 1982 (UNCLOS) and the Agreement on the Conservation and Management of Straddling Fish Stocks and Highly Migratory Fish Stocks of 1995,

DETERMINED to apply the decisions and recommendations taken by the International Commission for the Conservation of Atlantic Tunas (ICCAT) and other relevant regional organisations of which the Parties are members,

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

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

INTENDING, to these ends, to commence a dialogue on the sectoral fisheries policy of the Government of Liberia and to identify the appropriate means of ensuring that this

policy is effectively implemented and that economic operators and civil society are involved in the process,

DESIROUS of establishing terms and conditions governing the fishing activities of Union fishing vessels in the Liberian fishing zone and Union support for developing sustainable fishing in that zone,

DESIROUS of establishing an agreement of mutual benefit to the Union and Liberia, including the development of Liberia's local content,

RESOLVED to promote closer economic cooperation in the fishing industry and related activities between both Parties,

HEREBY AGREE AS FOLLOWS:

Article 1 - Definitions

For the purposes of this Agreement:

- (a) "Liberian authorities" means the Ministry of Agriculture of Liberia;
- (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, processing on board, transferring, caging, fattening and landing of fish and fishery products;
- (c) "fishing vessel" means any vessel equipped for commercial exploitation of marine biological resources;
- (e) "support vessel" means any Union vessel providing assistance to fishing vessels;
- (f) "Union vessel" means a fishing vessel flying the flag of a Member State of the Union and registered in the Union;
- (g) "Liberian fishing zone" means the part of the waters under the sovereignty or jurisdiction of Liberia where Liberia authorises Union vessels to engage in fishing activities;
- (h) "force majeure" means any sudden, unforeseeable and inevitable event which endangers or prevents the exercise of normal fishing activities in the Liberian fishing zone.

Article 2 - Scope

This Agreement establishes the principles, rules and procedures governing:

- (a) the conditions under which Union vessels may engage in fishing activities in the Liberian fishing zone;

- (b) economic, financial, technical and scientific cooperation in the fisheries sector with a view to promoting sustainable fishing in the Liberian fishing zones and the development of the Liberian fisheries sector;
- (c) cooperation on the management, control and surveillance measures in the Liberian fishing zone with a view to ensuring that the above rules and conditions are complied with, that the measures for the conservation of fish stocks and management of fishing activities are effective, in particular the fight against illegal, unreported and unregulated fishing.
- (d) partnerships between operators aimed at developing economic activities in the fisheries sector and related activities, in the common interest.

Article 3 – Principles

1. The Parties hereby undertake to promote responsible fishing in the Liberian fishing zone as provided for in FAO's Code of Conduct for Responsible Fishing, on the basis of the principle of non-discrimination.
2. The Liberian authorities undertake not to give more favourable conditions than those accorded under this Agreement to other foreign fleets operating in the Liberian fishing zone which have the same characteristics and target the same species as those covered by this Agreement and its implementing Protocol. These conditions relate to the conservation, development and management of resources, financial arrangements, fees and rights relating to the issuing of fishing authorisations.
3. In the interest of mutual transparency, Liberia undertakes to render public any agreement authorising foreign fleets to fish in the waters under its jurisdiction.
4. The parties hereby undertake to implement the Agreement in accordance with Article 9 of the Cotonou Agreement concerning essential elements regarding human rights, democratic principles and the rule of law, and essential element regarding good governance, following the procedure set out in Articles 8 and 96 thereof.
5. The Parties shall cooperate with a view to implementing a sectoral fisheries policy adopted by the Government of Liberia and to that end shall initiate a policy dialogue on the necessary reforms. They shall consult with a view to adopting potential measures in this area.
6. The Parties hereby undertake to ensure that this Agreement is implemented in accordance with the principles of good economic and social governance, respecting the state of fish stocks.
7. The Declaration of the International Labour Organisation (ILO) on fundamental principles and rights at work shall be fully applicable to ACP seamen signed on to Union vessels, in particular as regards the freedom of association and collective bargaining of workers and the elimination of discrimination in respect of employment and occupation.
8. 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 the Liberian fishing zone

1. Union vessels may fish in the Liberian fishing zone only if they are in possession of a fishing authorisation issued under this Agreement. Any commercial fishing activity outside the framework of this Agreement shall be prohibited.
2. The Liberian authorities shall not deliver authorisations to fish to Union vessels other than under this Agreement. The issuing of any fishing authorisations to Union vessels outside the framework of this Agreement, in particular in the form of private licences, shall be prohibited.

Article 5 – Applicable law and implementation

1. The activities of Union vessels operating in the Liberian fishing zone shall be subject to the applicable laws and regulations of Liberia, unless otherwise provided in the Agreement, Protocol and Annex. Liberia shall provide the Union authorities with the applicable laws and regulations.
2. Liberia undertakes to take all the appropriate steps required for the effective application of the fisheries monitoring, control and surveillance provisions in this Agreement. Union vessels shall cooperate with the Liberian authorities responsible for carrying out such monitoring, control and surveillance.
3. The Liberian authorities shall notify to the Union authorities any changes to existing legislation or new legislation with a potential impact on the activities of Union vessels. Such legislation shall be enforceable with respect to Union vessels from the 60th day following the day when the notification is received by the Union authorities from Liberia.
4. The Union undertakes to take all the appropriate steps required to ensure that its vessels comply with this Agreement and the legislation governing fisheries in the waters under the sovereignty or jurisdiction of Liberia.
5. The Union authorities shall notify to the Liberian authorities any changes to Union legislation with a potential impact on the activities of Union vessels under this Agreement.

Article 6 – Financial contribution

1. The Union shall grant Liberia a financial contribution under this Agreement in order to:
 - (a) support part of the access costs of Union vessels to the Liberian fishing zone and fisheries resources, without prejudice to the access costs borne by the shipowners;
 - (b) reinforce Liberia's capacity to develop a sustainable fisheries policy through sectoral support.

2. The financial contribution for sectoral support shall be dissociated from the payments regarding access costs and shall be determined and conditioned by the achievements of the objectives of Liberia's sectoral support in accordance with the Protocol and the annual and multiannual programming for its implementation.
3. The financial contribution granted by the Union shall be paid each year in accordance with the Protocol.
 - (a) The amount of the contribution referred to in paragraph 1(a) may be revised by the application of Article 8 of this Agreement in respect of:
 - (i) a reduction in the fishing opportunities granted to Union vessels 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;
 - (ii) an increase in the fishing opportunities granted to Union vessels, where the best available scientific advice concurs that the state of resources so permits;
 - (b) The amount of the contribution referred to in paragraph 1(b) may be revised as a result of a reassessment of the terms of the financial contribution for implementing a sectoral fisheries policy in Liberia, where this is warranted by the specific results of the annual and multiannual programming observed by both Parties;
 - (c) The contribution may be suspended as a result of:
 - (i) the application of Article 13 of this Agreement;
 - (ii) the application of Article 14 of this Agreement.

Article 7 – Promoting cooperation among economic operators and civil society

1. The Parties shall encourage economic, scientific and technical cooperation in the fisheries sector and related sectors. They shall consult one another with a view to coordinating the different measures that might be taken to this end.
2. The Parties undertake to promote the exchange of information on fishing techniques, gear, preservation methods and the industrial processing of fisheries products.
3. The Parties shall endeavour, when appropriate, 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.
4. The parties may undertake to implement a plan of actions between Liberia and Union vessels operators aimed at promoting fish landing from Union vessels operating in Liberia.

5. The Parties shall encourage, when appropriate, the setting-up of joint enterprises in their mutual interest which shall systematically comply with Liberia and the Union legislation.

Article 8 – Joint Committee

1. A Joint Committee shall be set up composed of representatives of the Union and the Liberian authorities, responsible for the monitoring of the application of this Agreement. The Joint Committee may adopt modifications to the Protocol, annex and appendices.
2. The Joint Committee's functions shall consist in particular 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, in particular statistical analysis of data on catches;
 - (c) acting as a forum for the amicable settlement of any disputes regarding the interpretation or application of the Agreement.
3. The decision-making function of the Joint Committee shall consist of approving modifications of the Protocol, annexes and appendices to this Agreement regarding:
 - (a) the review of fishing opportunities and, consequently, of the relevant financial contribution;
 - (b) the sectoral support procedures;
 - (c) the technical conditions and modalities under which Union vessels carry out their fishing activities.
4. The Joint Committee shall exercise its functions in accordance with the objectives of this Agreement and with the relevant rules adopted by ICCAT and other regional fisheries organisations, where relevant.
5. The Joint Committee shall meet at least once a year, alternately in Liberia and in the Union, or as otherwise agreed by common accord, and shall be chaired by the Party hosting the meeting. It shall hold a special meeting at the request of either Party. Decisions shall be taken by consensus and shall be attached to the agreed minutes of the meeting. They shall enter into force on the date on which the Parties notify each other of the completion of the procedures necessary for their adoption.
6. The Joint Committee may adopt its own rules of procedure.

Article 9 – Cooperation in the area of surveillance and combating illegal, unreported and unregulated fishing

The Parties undertake to fight in close collaboration against illegal, undeclared and unregulated fishing with a view to the implementation of responsible and sustainable fishing.

Article 10 – Scientific cooperation

1. The Parties shall encourage scientific cooperation to regularly assess the status of fish stocks in Liberia's waters.
2. The Parties undertake to consult one another, if necessary, in a joint scientific meeting and in ICCAT and other relevant regional fisheries organisations to reinforce the management and conservation of marine biological resources in the Liberian fishing zone and to cooperate in the relevant scientific research.

Article 11 – Geographical area to which the Agreement applies

This Agreement shall apply, on the one hand, to the territories in which the Treaty on European Union applies, under the conditions laid down in that Treaty, and, on the other, to the territory of Liberia and to the waters under the jurisdiction of Liberia.

Article 12 – Duration and tacit renewal

This Agreement shall apply for 5 years from the date of the start of its provisional application. It shall be tacitly renewed, unless notice of termination is given in accordance with Article 14.

The Protocol and the Annex and appendices thereto shall form an integral part of this Agreement.

Article 13 - Suspension

1. Application of this Agreement may be suspended at the initiative of either one of the Parties in the event of:
 - (a) force majeure; or
 - (b) a dispute between the Parties over the interpretation of this Agreement or its implementation arises; or
 - (c) either one of the Parties does not respect the provisions of this Agreement, in particular Article 3(4) on the respect of human rights.
2. Suspension of application of the Agreement shall be notified in writing by the interested Party to the other Party and shall take effect three months after receipt of notification. The Parties shall consult each other from the moment of notification of suspension with a view to finding an amicable settlement to their dispute within three months. Where such settlement is reached, implementation of the Agreement shall resume and the amount of the financial contribution referred to in Article 6 shall be

reduced proportionately and pro rata temporis according to the duration of the suspension.

Article 14 - Termination

1. This Agreement may be terminated by one of the Parties notably in the event of:
 - (a) force majeure;
 - (b) a degradation of the stocks concerned on the basis of best available independent and reliable scientific advice;
 - (c) a reduced level of exploitation of the fishing opportunities granted to Union vessels;
 - (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 in writing by the interested Party to the other Party and shall take effect six months after receipt of notification, except if the Parties decide by common accord to extend this period. The Parties shall consult each other from the moment of notification of termination with a view to finding an amicable settlement to their dispute within the six month period.
3. In the event of termination, payment of the amount of the financial contribution referred to in Article 6 for the year in which the termination takes effect shall be reduced proportionately and pro rata temporis.

Article 15 – Provisional application

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

Article 16 – Language and entry into force

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

It shall enter into force when the Parties have notified each other of the completion of the necessary procedures.

ANNEX II

Protocol on the implementation of the Sustainable Fisheries Partnership Agreement between the European Union and the Republic of Liberia

Article 1 – Scope

1. The fishing opportunities granted to Union vessels under Article 4 of the Agreement shall be as follows:

Highly migratory species (species listed in Annex 1 to the 1982 United Nations Convention on the Law of the Sea).
2. The types of Union vessels covered under this Protocol are:
 - (a) 28 tuna purse seine vessels and
 - (b) 6 surface long-liners
3. Paragraph 1 shall apply subject to Articles 6 and 7 of this Protocol.
4. In accordance with Article 4 of the Agreement, Union vessels may engage in fishing activities in the Liberian fishing zone only if they are in possession of a fishing authorisation issued under this Protocol in accordance with the Annex.

Article 2 – Duration

This Protocol and the Annex thereto shall apply for a period of 5 years from the date of provisional application.

Article 3 - Financial contribution

1. For the period referred to in Article 2, the financial contribution referred to in Article 6 of the Agreement shall be EUR 3 250 000.
2. This financial contribution shall comprise:
 - (a) an annual amount for access to the fisheries resources in the Liberian fishing zone of EUR 357 500 for the first year, of EUR 325 000 for the second, third and fourth years and of EUR 292 500 for the fifth year, equivalent to a reference tonnage 6 500 tonnes per year, and
 - (b) a specific annual amount for the support of the implementation of Liberia's sectoral fisheries policy of EUR 357 500 for the first year, of EUR 325 000 in the second, third and fourth years, and of EUR 292 500 for the fifth year.
3. Paragraph 1 shall apply subject to Articles 4, 5, 6, 7 and 8 of this Protocol and Articles 13 and 14 of the Agreement.
4. If the annual level of catches from Union vessels in the Liberian fishing zone exceeds the annual reference tonnage referred to in paragraph 2(a), the total amount of the financial contribution shall be increased by EUR 55 for the first year, by EUR 50 for the second, third and fourth years and by EUR 45 for the fifth year for each additional tonne caught.

5. However, the total annual amount paid by the Union shall not be more than twice the amount indicated in paragraph 2(a). Where the quantities caught by Union vessels exceed the quantities corresponding to twice the total annual amount, the amount due for the quantity exceeding that limit shall be paid in the following year.
6. Payment of the financial contribution laid down in paragraph 2(a) on access by Union vessels to Liberian fishery resources shall be made by the Union no later than three (3) months after the start of the provisional application for the first year and, for the following years, no later than the anniversary date of the provisional application of this Protocol.
7. The Liberian authorities shall have full discretion regarding the use to which the financial contribution referred to in paragraph 2(a) is put.
8. The financial contribution referred to in paragraph 2 shall be paid into a Public Treasury account opened with the Central Bank of Liberia. The financial contribution referred to in paragraph 2(b) shall be made available to the Ministry of Agriculture of Liberia. The bank account details shall be provided annually by the Liberian authorities to the Union authorities.

Article 4 - Sectoral support

1. No later than three (3) months after the date of entry into force or the provisional application of this Protocol, the Joint Committee shall agree on a multiannual sectoral programme and detailed implementing rules covering, in particular:
 - (a) annual and multiannual guidelines for using the specific amount of the financial contribution referred to in Article 3(2)(b);
 - (b) the objectives, both annual and multiannual, to be achieved, over time, with a view to developing responsible and sustainable fishing activities taking into account the priorities expressed by Liberia in its national policies relating to or having an impact on the promotion of responsible and sustainable fishing, in particular regarding support to artisanal fishing, monitoring, control and surveillance and the fight against illegal, undeclared and unregulated (IUU) fishing as well as regarding priorities for the strengthening of the scientific capacities of Liberia in the fisheries sector;
 - (c) criteria and procedures including, where appropriate, budgetary and financial indicators for evaluating the results obtained each year.
2. The use of the specific amount of the financial contribution referred to in Article 3(2)(b) shall be based on the identification by the Joint Committee of the objectives to be achieved and the annual and multiannual programming to attain them.
3. Any proposed amendments to the multiannual sectoral programme shall be agreed on by the Joint Committee. Urgent changes to the annual sectoral programme required by Liberian authorities may be done through the Joint Committee, including through exchange of letters.

4. Each year, Liberia shall present a progress report on the actions implemented and the results achieved with sectoral support, which shall be examined by the Joint Committee. Liberia shall also produce a final report before expiry of the present Protocol.
5. The specific amount of the financial contribution referred to in Article 3(2)(b) shall be paid in instalments. For the first year of the Protocol, the instalment shall be paid on the basis of the needs identified as part of the agreed programming. For the subsequent years of application, the instalments shall be paid on the basis of the needs identified as part of the agreed programming and on the basis of an analysis of the results achieved in the implementation of the sectoral support.
6. The Union reserves the right to revise and/or suspend, in part or in full, payment of the specific financial contribution provided for in Article 3(2)(b) of this Protocol:
 - (a) If the results obtained are inconsistent with the programming, following an evaluation by the Joint Committee;
 - (b) In the event of failure to implement this financial contribution as determined by the Joint Committee.
7. Payment of the financial contribution shall resume after consultation between the parties and agreement by the Joint Committee when it is justified on the basis of the results of the implementation of the agreed programming referred to in paragraph 1. Nevertheless, the specific financial contribution provided for in Article 3(2)(b) may not be paid out beyond a period of six (6) months after the Protocol expires.
8. Each year, Liberia may allocate an amount over and above the financial contribution referred to in Article 3(2)(b) with a view to implementing the multiannual programme. This allocation shall be notified to the Union no later than two (2) months after the anniversary date of this Protocol.
9. The two Parties undertake to ensure the visibility of the measures implemented with sectoral support.

Article 5 - Scientific cooperation on responsible fishing

1. The two Parties hereby undertake to promote responsible fishing in the Liberian fishing zone based on the principle of non-discrimination between the different fleets which have the same characteristics and target the same species as those covered by this Protocol.
2. Over the period covered by this Protocol, the two Parties undertake to cooperate to monitor the state of fisheries resources in the Liberian fishing zone in order to inform sustainable fishery management.
3. The Parties shall comply with the recommendations and resolutions of the International Commission for the Conservation of Atlantic Tunas (ICCAT) and take into account the scientific advice of other relevant regional organisations.

4. The Parties undertake to hold, as needed, joint scientific meetings with a view to examine any scientific matter regarding the implementation of this Protocol. The terms of reference of such joint scientific meetings may be established by the Joint Committee.
5. Based on the recommendations and resolutions taken within ICCAT and the best available scientific advice and, where appropriate, the conclusions of the joint scientific meeting, the Joint Committee may adopt a decision on measures to ensure sustainable management of the fisheries resources covered by this Protocol as far as the activities of Union vessels are concerned.

Article 6 - Review of fishing opportunities and technical measures by mutual agreement

1. The Joint Committee may reassess and decide to review the fishing opportunities referred to in Article 1 insofar as the recommendations and resolutions adopted within the ICCAT confirm that such a review will secure the sustainable management of the fisheries resources covered by this Protocol. In this case, the financial contribution referred to in Article 3(2)(a) shall be adjusted proportionately and pro rata temporis by decision of the Joint Committee. However, the total annual amount paid by the Union shall not be more than twice the figure indicated in Article 3(2)(a).
2. The Joint Committee may also, as necessary, examine and decide to adopt by mutual agreement technical provisions of this Protocol and the Annex thereto.

Article 7 - Experimental fisheries and new fishing opportunities

1. At the request of one of the Parties, the Joint Committee may consider the possibility of experimental fishing campaigns in the Liberian fishing zone with a view to test the technical feasibility and economic viability of new fisheries not provided for in Article 1 of this Protocol. To this end, the Joint Committee shall determine on a case by case basis the species, the conditions and any other relevant parameters.
2. Taking into account best available scientific advice and on the basis of the results of the experimental campaigns, if the Union becomes interested in new fishing opportunities, the Joint Committee shall convene to discuss and prescribe the conditions applicable to such new fishing activities.
3. Following authorisation by Liberia for these new fishing activities, the Joint Committee shall make corresponding amendments to this Protocol and the Annex thereto.

Article 8 – Suspension

1. The implementation of this Protocol, including payment of the financial contribution as referred to in Article 3(2)(a) and (b), may be suspended at the initiative of either one of the Parties in the cases and under the conditions referred to in Article 13 of the Agreement.

2. Without prejudice to the provisions of Article 4 of this Protocol, payment of the financial contributions shall resume as soon as the situation existing prior to the events mentioned in Article 13 of the Agreement has been re-established.

Article 9 - Termination

This Protocol may be terminated at the initiative of either one of the Parties in the cases and under the conditions referred to in Article 14 of the Agreement.

Article 10 - Electronic exchanges of data

1. Liberia and the Union undertake to implement the necessary systems for the electronic exchange of all information and documents related to the implementation of the Agreement and this Protocol.
2. The electronic form of a document at any point shall be considered equivalent to the paper version.
3. Both Parties will immediately notify the other Party of any disruption of a computer system impeding such exchanges. In these circumstances, the information and documents related to the implementation of the Agreement and this Protocol shall be replaced automatically by their paper version in the manner defined in the Annex.

Article 11 – Confidentiality

1. Liberia and the Union undertake to ensure that all commercially sensitive data related to the Union vessels and their fishing activities obtained in the framework of the Agreement and this Protocol shall be treated at all times in conformity with their respective confidentiality and data protection principles.
2. Both Parties shall ensure that only aggregated data for fishing activities of the EU fleet in the Liberian fishing zone shall be made public, in conformity with the corresponding provisions of the ICCAT and other regional fisheries management organisations. Data which may be considered as otherwise confidential shall be used exclusively for the implementation of the Agreement and for the purposes of fisheries management, monitoring, control and surveillance.

Article 12 - Provisional application

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

Article 13 - Entry into force

This Protocol shall enter into force when the Parties have notified each other of the completion of the necessary procedures.

ANNEX

CONDITIONS GOVERNING FISHING ACTIVITIES BY UNION VESSELS IN THE LIBERIAN FISHING ZONE

CHAPTER I

GENERAL PROVISIONS

Designation of competent authority

1. For the purposes of this Annex and unless otherwise specified, any reference to the European Union (the "Union") or to Liberia as a competent authority shall mean:
 - for the Union: the European Commission, where applicable via the Delegation of the European Union to Liberia (EU Delegation);
 - for Liberia: the Ministry of Agriculture (MOA).

Liberian fishing zone

2. The geographic coordinates of the Liberian fishing zone as defined in Article 1(g) of the Agreement and the baselines are described in Appendix 5 to this Annex.
3. Zones closed to fishing, in line with the national legislation in force, such as national parks, marine protected areas and fish breeding grounds, as well as areas closed to shipping are described in Appendix 5 to this Annex.
4. Liberia shall notify the vessel-owners of the coordinates of these zones when the fishing authorisation is issued.
5. Liberia shall notify the Union, at least two (2) months before enforcement, of any changes to the zones closed to shipping and fishing.

Payments by vessel owners

6. Before provisional application of the Protocol, Liberia shall notify the Union of the details of the Government bank account(s) into which the financial sums payable by Union vessels under the Agreement must be paid. The associated bank transfer costs shall be borne by the vessel owners.

Contacts

7. The contact details of the Liberian authorities are included in Appendix 7 to this Annex.

CHAPTER II

FISHING AUTHORISATIONS

SECTION 1

APPLICATION AND ISSUING OF FISHING AUTHORISATIONS

Conditions for obtaining a fishing authorisation

1. Only eligible vessels may obtain an authorisation to fish in the Liberian fishing zone.
2. For a vessel to be eligible, neither the owner, the master nor the vessel itself must be prohibited from fishing in Liberia. They must be in order vis-à-vis the Liberian authorities insofar as they must have fulfilled all prior obligations arising from their fishing activities in Liberia under fisheries agreements concluded with the Union. Vessels must also be included in the EU register of fishing vessels, in the ICCAT record of vessels, and not on the IUU listing of ICCAT or any other Regional Fisheries Management Organisations.

Application for a fishing authorisation

3. The Union shall submit, by electronic means, to Liberia, with a copy to the EU Delegation to Liberia, an application for any vessel wishing to fish under the Agreement at least fifteen (15) calendar days before the date of commencement of the period of validity requested. The originals are to be sent directly by the Union to Liberia with a copy to the EU Delegation to Liberia.
4. Applications shall be submitted on a form drawn up in accordance with the specimen in Appendix 1 to this Annex and shall be accompanied by the following documents:
 - (i) proof of payment of the advance fee for the period of validity of the requested fishing authorisation, which is non-refundable;
 - (ii) For each initial application under the Protocol, or following a technical change of the vessel concerned, a recent (12 months or less) digital colour photograph of the vessel of adequate resolution (at least 15x10 cm in size), showing a detailed lateral view of the vessel including the vessel's name and identification number visible on the hull;
 - (iii) seaworthiness certificate of the vessel;
 - (iv) Vessel registration certificate;
 - (v) Certificate of tonnage;
 - (vi) Certificate of insurance;
 - (vii) An illustration and detailed description of the fishing gears used.
5. The information provided in the application form referred to in point 4 will be used by the competent Liberian authorities to process and issue the Liberia Maritime Authority certificate of number within the period referred to in point 3 above. The Liberia Maritime Authority certificate of number should be issued before the issuing of the fishing authorisation by the Liberian competent authorities.
6. As part of their first application for a fishing authorisation under this Protocol, all Union vessels shall undergo a pre-authorisation inspection. The issuing of the first fishing authorisation shall be conditional on the successful completion of this inspection, which shall be carried out in designated ports in the sub-region agreed between the Union and Liberia, subject to authorisation by the Port State concerned.

Any inspections taking place outside of the Port of Monrovia shall be done with all associated costs to be borne by the vessel-owner.

7. 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 fees which are non-refundable. In the event where the technical specifications have been modified, the application shall be re-submitted with all relevant documents as specified in point 4 and the issuing of the fishing authorisation shall be subject to the successful completion of a new pre-authorisation inspection.
8. In the event that Liberia has not obtained authorisation from the Port State concerned to carry out the inspection, the vessel-owner shall be automatically absolved of the obligation to undergo the pre-authorisation inspections referred to in points 6 and 7.

Issuing of the fishing authorisation

9. Liberia shall issue the fishing authorisations to vessel owners or inform the Union of its refusal within fifteen (15) calendar days of receipt of all the documents referred to in point 4 above. The original of the fishing authorisation shall be sent to the vessel owners or their agents via the Union. If the Union offices are closed, Liberia may send the fishing authorisation directly to the vessel owner or his agent with a copy to the Union.
10. At the same time, in order not to delay the possibility of fishing, a copy of the fishing authorisation shall be transmitted electronically to the Union, for forwarding to the vessel owner, and to the EU Delegation to Liberia for information. This copy may be used for a maximum period of sixty (60) calendar days after the issuing date of the fishing authorisation. During this period, the copy shall be considered equivalent to the original.
11. The original of the fishing authorisation shall be held on board at all times, without prejudice to the provisions of point 10 above.

List of vessels authorised to fish

12. After the fishing authorisation is issued, Liberia shall include immediately the Union vessel in the list of vessels which are authorised to fish in the Liberian fishing zone. This list shall be sent immediately to the Monitoring Control and Surveillance Unit (MCSU), the National Fisheries Monitoring Center (NFMC) and Ministry of Agriculture (MOA) of Liberia and to the Union. Liberia shall update regularly the list of vessels authorised to fish. The new list shall be sent without delay to the MCSU, NFMC and MOA of Liberia, and to the Union.
13. In the event the fishing authorisation is not issued within the timeframe specified in point 9 above, the vessel shall be included in the list on a provisional basis, unless there is clear evidence that it does not comply with the requirements of point 2 above. During this time, the vessel shall be authorised to fish.

Transfer of fishing authorisation

14. Fishing authorisations shall be issued for a specific vessel and shall not be transferable.
15. However, at the request of the Union 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, a fishing authorisation shall be replaced by a new authorisation for another vessel of the same fishing category as the vessel being replaced, subject to the submission of a new fishing authorisation application as required under point 4 above and the successful completion of a pre-authorisation inspection as required under point 6 above but with no further fee due. In this case, the calculation of the catch levels to determine whether an additional payment should be made shall take account of the sum of the total catches of the two vessels.
16. The vessel owner or his agent shall return the cancelled fishing authorisation to Liberia via the EU Delegation to Liberia. The new fishing authorisation shall take effect on the day on which the cancelled authorisation is returned. The EU Delegation to Liberia shall be informed of the transfer of the fishing authorisation.
17. Liberia shall update the list of vessels authorised to fish and shall send it without delay to the MCSU, NFMC and MOA of Liberia, and to the Union.

Period of validity of the fishing authorisation

18. Fishing authorisations shall be valid for an annual period and be renewable.
19. 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 provisional application 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.

For the first and last years of application of the Protocol, the advance fee referred to in Section 2 below shall be calculated pro rata temporis.

Documents to be carried onboard

20. While the fishing vessel is in the Liberian fishing zone or in an agreed designated port in the sub-region, the following documents must be carried on board the vessel at all times:
 - (i) The fishing authorization;
 - (ii) The vessel certificate of registry;
 - (iii) Liberia Maritime Authority certificate of number;
 - (iv) Up-to-date certified drawings or descriptions of the layout of the fishing vessels and in particular, the number of fish holds of the fishing vessels, with the storage capacity expressed in cubic meters;

- (v) if any modification was made to the characteristics of the fishing vessel with respect to its length overall, its gross registered tonnage, the horsepower of its main engine or engines or its hold capacity, a certificate, certified by a competent authority of the flag state of the fishing vessel, describing the nature of such modification;
- (vi) if the fishing vessel is equipped with chilled or refrigerated sea-water tanks, a document certified by a competent authority of the flag state of the vessel indicating the calibration of the tanks in cubic meters;
- (vii) a copy of the applicable Liberia fisheries legislation, to be provided by Liberia; and
- (viii) the documents referred to in point 4 above.

SECTION 2

FISHING AUTHORISATION CONDITIONS – FEES AND ADVANCE PAYMENTS

1. The fees to be paid by the shipowners shall be calculated on the basis of the following rate per tonne of fish caught in the Liberian fishing zone :
 - EUR 55 per tonne for the first year of application;
 - EUR 60 per tonne for the second and third years of application;
 - EUR 65 per tonne for the fourth year of application;
 - EUR 70 per tonne for the fifth year of application.
2. Fishing authorisations shall be issued once the following advance fees have been paid by the shipowners to the competent authorities of Liberia:
 - For tuna seiners:
 - EUR 7 150 per vessel, equivalent to the fees due for 130 tonnes per year for the first year of application of the Protocol;
 - EUR 7 150 per vessel, equivalent to the fees due for 119,17 tonnes per year for the second and third years of application of the Protocol;
 - EUR 7 150 per vessel, equivalent to the fees due for 110 tonnes per year for the fourth year of application of the Protocol;
 - EUR 7 150 per vessel, equivalent to the fees due for 102,14 tonnes per year for the fifth year of application of the Protocol.
 - For surface longliners:
 - EUR 2 200 per vessel, equivalent to the fees due for 40 tonnes per year for the first year of application of the Protocol;

- EUR 2 200 per vessel, equivalent to the fees due for 36,67 tonnes per year for the second and third years of application of the Protocol;
 - EUR 2 200 per vessel, equivalent to the fees due for 33,85 tonnes per year for the fourth year of application of the Protocol;
 - EUR 2 200 per vessel, equivalent to the fees due for 31,43 tonnes per year for the fifth year of application of the Protocol.
3. The advance fee shall include all national and local charges except for port taxes and service charges.
 4. Where the period of validity of the fishing authorisation is less than one year, the amount of the advance fee shall be adapted pro-rata temporis to the duration of the period of validity requested.
 5. If the final statement of fees is higher than the advance fee paid by the vessel-owner for obtaining the fishing authorisation, the vessel-owner shall pay the balance to Liberia no later than 30 September of the year following which the catches were made. Where the final statement is less than the advance fee referred to in point 2, the balance shall not be recoverable by the shipowner.

SECTION 3

SUPPORT VESSELS

1. Liberia shall authorise Union 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, and shall not be equipped for catching fish or be used for transshipments.
2. Liberia shall define its support activities and the conditions for obtaining authorisations and shall draw up a list of authorised support vessels and send it without delay to the national body for controlling fishing and to the Union.
3. The annual authorisation fee applicable to the support vessel is EUR 3 000 per vessel.

CHAPTER III

CONSERVATION TECHNICAL MEASURES

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

3. The use of drifting fish aggregating devices (FADs) in the Liberian fishing zone shall be limited to artificial supports with non-entangling underwater hanging structures. The deployment and use of such artificial drifting FADs shall be subject to the adoption by the Union of a management plan in line with the provisions adopted by ICCAT.
4. Union vessels shall conduct all fishing activities in a manner which will not disrupt traditional, local-based fisheries, and shall release all turtles, marine mammals, seabirds and reef fish in a manner which will provide this miscellaneous catch with the greatest chance of survival.
5. Union vessels, their masters and operators shall conduct all fishing operations in a manner, which will not disrupt the fishing activities of other fishing vessels and shall not interfere with the fishing gear of other fishing vessels.

CHAPTER IV

CONTROL, MONITORING AND SURVEILLANCE

SECTION 1

CATCH REPORTING

Fishing logbook

1. The master of an Union vessel fishing under the Agreement shall keep a fishing logbook, for which the model for each category of fishing is included in Appendix 3 to this Annex.
2. The fishing logbook shall be completed by the master for each day the vessel is present in the Liberian 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 bycatch.
4. Where applicable, the master shall also record each day in the fishing logbook:
 - (i) the quantities of each species discarded, expressed in kilograms of live weight or, where necessary, the number of individual fish.
 - (ii) the gear type used;
 - (iii) the noon position of the vessel and, where applicable, the set position of the fishing gear and soak time or the number of hooks and the sea surface temperature;
 - (iv) the total number of hauls per day, aggregate time for each haul and total number of days fished per fishing trip; and
 - (v) such other information as may be decided by the Joint Committee.

5. If no sets were made by a vessel for a particular day, or if a set is made and no fish are caught, the vessel master shall be required to record this information on the daily log sheet form. On days when no fishing operations are conducted, by midnight local time of that day, the vessel must record on the logbook the fact that no operations were conducted.
6. Time and date of entries in and departures from the Liberia fishing zone shall be recorded in the logbook immediately after entry in and departure from the Liberia fishing zone.
7. The fishing logbook shall be filled in legibly, in block capitals, and signed by the master.
8. The master shall be responsible for the accuracy of the data recorded in the fishing logbook.

Catch reporting

9. The master shall notify the vessel's catch by submitting its fishing logbooks for the period of its presence in the Liberian fishing zone to the Bureau of National Fisheries (BNF).
10. The fishing logbooks shall be transmitted in one of the following ways:
 - (i) when calling into a Liberian port, the original of each fishing logbook shall be submitted to the local representative of Liberia, who shall confirm receipt thereof in writing;
 - (ii) when leaving the Liberian fishing zone without first passing through a Liberian port, each fishing logbook shall be sent within a period of fourteen (14) calendar days after arrival in any other port, and in any case within a period of thirty (30) calendar days after leaving the Liberian fishing zone.
 - (a) preferably by e-mail in the form of a scanned copy, or
 - (b) by fax, or
 - (c) the original by letter.
11. The two Parties shall make every effort to establish a system for the electronic exchange of all the data, in view of accelerating its transmission.
12. As soon as it is possible for catch declarations to be sent by e-mail, the master shall send the fishing logbooks to Liberia at the e-mail address given by Liberia. Liberia shall confirm receipt thereof immediately by return e-mail.
13. The master shall send a copy of all the fishing logbooks to the EU Delegation to Liberia. For each vessel, the master shall also send a copy of all the fishing logbooks to the BNF and one of the following scientific institutes:
 - (i) IRD (Institut de recherche pour le développement);
 - (ii) IEO (Instituto Español de Oceanografía);

- (iii) IPMA (Instituto Português do Mar e da Atmosfêra).
14. The return of the vessel into the Liberian fishing zone within the period of validity of its fishing authorisation shall give rise to further catch reporting.
15. Where the provisions concerning catch reporting are not complied with, Liberia may suspend the fishing authorisation of the vessel concerned until the missing catch report is obtained and penalise the vessel owner in accordance with the relevant provisions under the national legislation in force. If the offence is repeated, Liberia may refuse to renew the fishing authorisation. Liberia shall inform the Union immediately of any penalty applied in this context.

Transition to an electronic system

16. The two Parties indicate their shared willingness to ensure a transition to an electronic system for declaring catches based on the technical characteristics laid down in Appendix 6 to this Annex. The parties agree to determine together the transmission arrangements with the aim of the system becoming operational as soon as possible. Liberia shall inform the Union as soon as the conditions for this transition have been met. From the date this information is sent, the two Parties shall agree to have the system fully operational within two months.

Quarterly catch declarations

17. Until the electronic system for declaring catches referred to under point 16 above is in place, Member States shall inform the European Commission, not later than fifteen (15) calendar days from the end of each quarter, of the tonnages caught during the past quarter, as validated by their national administrations and confirmed by the scientific institutes referred to in point 13 above. The scientific institutes shall conduct an analysis of the catch data by cross-checking the available data in the fishing logbooks, landing declarations, sales declarations and, where applicable, scientific observation reports. On this basis, the Union shall draw up, for each vessel authorised to fish in the Liberian fishing zone, a quarterly catch declaration broken down per species and per month, in accordance with the template provided in Appendix 8 to this Annex.
18. The aggregated data originating from the fishing logbooks shall be considered provisional until notification by the Union of the final statement of fees referred to in point 23 below.

Final statement of fees

19. Until the electronic system for declaring catches referred to under point 16 above is in place, Member States shall inform the European Commission, not later than 15 May each year, of the tonnages caught during the past year, as validated by their national administrations and confirmed by the scientific institutes referred to in point 13 above.
20. The scientific institutes shall conduct an analysis of the catch data by cross-checking the available data in the fishing logbooks, landing declarations, sales declarations and, where applicable, scientific observation reports.

21. The methodology used by the Union's scientific institutes to analyse the level and composition of the catches in the Liberian fishing zone shall be shared with the BNF.
22. On the basis of the catch declarations referred to in point 19 above, the Union shall draw up for each vessel authorised to fish in the Liberian fishing zone in the previous year a final statement of the fees due for the vessel in respect of its annual fishing campaign for the previous calendar year.
23. The Union shall send this final statement of fees simultaneously to Liberia and to the vessel owners via the Member States before 30 June of the year in progress.
24. Liberia shall notify the Union of receipt of the statement and may request from the EU any clarifications it deems necessary. In this case, the Union shall consult the national administrations of the flag-States and the Union's scientific institutes and shall make every effort to provide to Liberia any additional information needed. Where applicable, a dedicated joint scientific meeting may be organised in order to examine the catch data and the methodologies used for cross-checking information.
25. Liberia may contest the final annual catch declaration and the final statement of fees within 30 calendar days after the notification given under point 24, on the basis of documentary proof. In the case of disagreement, the Parties shall consult each other in the Joint Committee. If Liberia does not object within the aforementioned period, the final statement of fees shall be considered to be adopted.

SECTION 2

LANDING AND TRANSHIPMENT

Landing procedure

1. The master of a Union vessel wishing to land catches from the Liberian fishing zone in a Liberian port shall notify Liberia, at least forty-eight (48) hours before landing until the Mesurado pier becomes operational and thereafter at least twenty-four (24) hours before landing, of the following:
 - (a) the name and IRCS of the fishing vessel which is to land,
 - (b) the port of landing,
 - (c) the planned date and time of the landing,
 - (d) the quantity (expressed in kilograms of live weight or, if necessary, the number of individual fish) of each species to be landed (identified by its FAO alpha 3 code),
 - (e) the product presentation.
2. The landing operation must be carried out in the fishing zone of a Liberian port authorised for this purpose.
3. Non-compliance with the provisions regarding the landing procedure shall lead to the application of the relevant penalties provided for under Liberian legislation.

Landing incentives

4. Union vessels shall endeavour to supply tuna to the local industry at the international market price. Until such time as the Mesurado pier in Liberia becomes operational, a Union vessel which holds a fishing authorisation in accordance with the terms set out in this Protocol and which lands its tuna catches in a Liberian designated port, shall benefit from a financial incentive in the form of a reduction in the fee of EUR 10 per tonne of bycatch landed in the case of sale of the catch to a Liberian fishing enterprise for supply to the Liberian market. This mechanism shall be limited to maximum 50% of the final catches reported.
5. When the Mesurado fisheries terminal becomes operational, Union vessels shall benefit from the financial incentive in the form of partial reduction in the fee of EUR 10 per tonne landed. An additional reduction in the fee of EUR 10 per tonne landed shall be given in the case of sale to the local industry. With regards to bycatch a special reduction in the fee of EUR 25 per tonne of bycatch landed will be given when the catch is sold to the local market. This mechanism shall be limited to the maximum of 50% of the final tuna catches reported.

Transshipment

6. The master of a Union vessel wishing to tranship catches from the Liberian fishing zone in a Liberian port shall notify Liberia, at least forty-eight (48) hours before transshipment until the Mesurado pier becomes operational and thereafter at least twenty-four (24) hours before transshipment, of the following:
 - (a) the name and IRCS of the donor fishing vessel,
 - (b) the name and IRCS of the receiving fishing vessel,
 - (c) the transshipment port,
 - (d) the planned date and time of transshipment,
 - (e) the quantity (expressed in kilograms of live weight or, if necessary, the number of individual fish) of each species to be transhipped (identified by its FAO alpha 3 code),
 - (f) the product presentation.
7. The transshipment operation shall be carried out in a Liberian port authorised for this purpose in the presence of Liberian inspectors. In order to avoid delays, in exceptional cases where the presence of a Liberian inspector is not possible, the master shall be authorised to commence transshipment after expiration of the notice period given in accordance with point 6. Transshipment at sea is prohibited.
8. Transshipment shall be considered an exit from the Liberian fishing zone as defined in Section 3. Vessels must therefore submit their catch declarations to the competent authorities no later than 24 hours after completion of the transshipment or in any event at least 6 hours before the donor vessel leaves port whichever occurs first and the vessel owner shall state whether he intends to continue fishing or leave the

Liberian fishing zone. For the receiving vessel, the reporting requirements of the applicable Liberian legislation shall apply.

SECTION 3

CONTROL AND INSPECTION

Entering and leaving the zone

1. Liberia must be notified of any Union vessel holding a fishing authorisation which enters or exits the Liberian fishing zone at least six (6) hours before the entry or exit.
2. When notifying its entry or exit, the Union vessel shall notify in particular:
 - (i) the date, time and point of passage scheduled;
 - (ii) the quantity of all species held on board, identified by its FAO alpha 3 code and expressed in kilograms of live weight or, if necessary, the number of individual fish;
 - (iii) the product presentation.
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 Liberia as specified in Appendix 7. Liberia shall confirm receipt thereof immediately by return e-mail. Liberia shall immediately inform the vessels concerned and the Union of any change to the e-mail address, telephone number or transmission frequency.
4. Any Union vessel found to be fishing in the Liberian fishing zone without having previously notified its presence shall be considered to be a vessel fishing illegally.

Inspection at sea

5. Inspection at sea in the Liberian fishing zone of Union vessels holding a fishing authorisation shall be carried out by vessels and inspectors from Liberia who are clearly identified as being assigned to carry out fishing checks.
6. Before going on board, the Liberian inspectors shall inform the Union vessel of their decision to carry out an inspection. The master of the Union vessel shall allow and facilitate the Liberian inspectors to come on board and carry out their work. The inspection shall be carried out by a maximum of five (5) inspectors, who must provide proof of their identity and official position as an inspector before carrying out the inspection.
7. The master shall immediately comply with all reasonable instructions given by the authorized officers, and shall facilitate safe boarding, and facilitate the inspection of the vessel, gear, equipment, records, fish, fish products and documentation related to the crew.
8. The vessel's master or crew shall not assault, obstruct, resist, delay, refuse boarding, intimidate, interfere with an authorized officer in the performance of duties.

9. The Liberian inspectors shall only stay on board the Union 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.
10. Liberia may authorise the Union to participate in the inspections as an observer.
11. At the end of each inspection, the Liberian inspectors shall draw up an inspection report. The master of the Union vessel shall have the right to include his comments in the inspection report. The inspection report shall be signed by the inspector drawing up the report and the master of the Union vessel.
12. The signature of the inspection report by the master shall be without prejudice to the vessel owner's right of defence in respect of an infringement. If the master refuses to sign this document, he or she shall specify the reasons for doing so in writing and the inspector shall write 'refusal to sign' on it. The Liberian inspectors shall give a copy of the inspection report to the master of the Union vessel before leaving the vessel. Liberia shall send a copy of the inspection report to the Union within eight (8) calendar days of the inspection.

Inspection in port

13. Inspection in or off port of Union vessels holding a fishing authorisation which land catch from the Liberian fishing zone in a port in the sub-region designated by common agreement between the Union and Liberia shall be carried out by vessels and inspectors from Liberia who are clearly identified as being assigned to carry out fishing checks, subject to authorisation of the Port State concerned.
14. Before going on board, the Liberian inspectors shall inform the Union vessel of their decision to carry out an inspection. The master of the Union vessel shall allow and facilitate the Liberian inspectors to come on board and carry out their work. The inspection shall be carried out by a maximum of five (5) inspectors, who must provide proof of their identity and official position as an inspector before carrying out the inspection.
15. The master shall immediately comply with all reasonable instructions given by the authorized officers, and shall facilitate safe boarding, and facilitate the inspection of the vessel, gear, equipment, records, fish, fish products and documentation related to the crew.
16. The vessel's master or crew shall not assault, obstruct, resist, delay, refuse boarding, intimidate, interfere with an authorized officer in the performance of duties.
17. The Liberian inspectors shall only stay on board the Union 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.
18. Liberia may authorise the Union to participate in the inspections as an observer.
19. At the end of each inspection, the Liberian inspectors shall draw up an inspection report. The master of the Union vessel shall have the right to include his comments

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

20. The signature of the inspection report by the master shall be without prejudice to the vessel owner's right of defence in respect of an infringement. If the master refuses to sign this document, he or she shall specify the reasons for doing so in writing and the inspector shall write 'refusal to sign' on it. The Liberian inspectors shall give a copy of the inspection report to the master of the Union vessel before leaving the vessel. Liberia shall send a copy of the inspection report to the Union within eight (8) calendar days of the inspection.

Participatory monitoring in the fight against IUU fishing

21. In order to strengthen the fight against IUU fishing, masters of Union fishing vessels shall report the presence of any vessels in the Liberian fishing zone engaged in activities which may constitute IUU fishing, seeking for as much information as possible about what has been sighted. Sighting reports shall be sent without delay to the MCSU, NFMC and MOA of Liberia and the competent authority of the Member State of the sighting vessel, which shall immediately transmit them to the Union or to the body designated by it.
22. Liberia shall send the Union any sighting reports it has on fishing vessels engaged in activities which may constitute IUU fishing in the Liberian fishing zone.

SECTION 4

SATTELITE-BASED VESSEL MONITORING SYSTEM (VMS)

Vessel position messages – VMS system

1. Whilst they are in the Liberian fishing zone, Union vessels holding a fishing authorisation must be equipped at all times 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 must contain:
 - (a) the vessel identification;
 - (b) the most recent geographical position of the vessel (longitude, latitude), with a position error of less than 100 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.
3. Each position message must be configured in accordance with the format included in Appendix 4 to this Annex.
4. The first position recorded after entry into the Liberian fishing 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 Liberian fishing zone, which shall be identified by the code ‘EXI’.

5. 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.

Transmission by the vessel in the event of breakdown of the VMS

6. The master shall ensure at all times that the VMS of his vessel is fully operational and that the position messages are correctly transmitted to the FMC of the flag State.
7. In the event of breakdown, the VMS of the vessel shall be repaired or replaced within 10 days. After that period, the vessel shall no longer be authorised to fish in the Liberian fishing zone.
8. Vessels fishing in the Liberian fishing zone with a defective VMS must communicate their position messages by e-mail, radio or fax to the FMC of the flag State, at least every four hours, and must provide all the compulsory information.

Secure communication of the position messages to Liberia

9. The FMC of the flag State shall automatically send the position messages of the vessels concerned to the FMC of Liberia. The FMCs of the flag State and Liberia shall exchange their contact e-mail addresses and inform each other without delay of any change to those addresses.
10. The transmission of position messages between the FMCs of the flag State and Liberia shall be carried out electronically using a secure communication system.
11. The FMC of Liberia shall inform the FMC of the flag State and the Union of any interruption in the reception of consecutive position messages from a vessel holding a fishing authorisation, where the vessel concerned has not notified its exit from the zone.

Malfunction of the communication system

12. Liberia shall ensure the compatibility of its electronic equipment with that of the FMC of the flag State and inform the Union immediately of any malfunction as regards the communication and reception of position messages with a view to finding a technical solution as soon as possible. The Joint Committee shall deal with any possible dispute arising.
13. 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 infringements shall be subject to the penalties provided for by the Liberian legislation in force.

Revision of the frequency of position messages

14. On the basis of documentary evidence proving an infringement, Liberia may ask the FMC of the flag State, copying in the Union, 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 without delay by Liberia to the FMC of the flag State and to the Union. The FMC of the flag State shall immediately send the position messages to Liberia at the new frequency.

15. At the end of the set investigation period, Liberia shall immediately inform the FMC of the flag State and the Union and subsequently inform them of any follow-up.

SECTION 5

OBSERVERS

Observation of fishing activities

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.
2. This observation scheme shall conform to the recommendations adopted by ICCAT (International Commission for the Conservation of Atlantic Tunas).
3. Until such time as the new ICCAT Regional Observer Programme becomes operational, the following provisions on observers shall apply.

Designated vessels and observers

4. The BNF shall designate the Union vessels which must allow an observer to embark and the observer assigned to them at the latest fifteen (15) calendar days before the date provided for the embarkation of the observer. Union vessels shall, at the request of the Liberian authorities, take on board one observer in order to reach the cover rate of 15 % of authorised vessels.
5. The BNF shall draw up a list of vessels designated to take an observer on board and a list of the appointed observers. These lists shall be kept up to date. They shall be forwarded to the Union as soon as they have been drawn up and every three months thereafter when they have been updated.
6. When the fishing authorisation is issued, the BNF shall inform the Union and the vessel owner, or his agent, of the designated vessels and the observers which will be present on board each vessel. The time and port of embarkation, which may be a non-Liberian port, shall be chosen by the vessel-owner. The BNF shall immediately inform the Union and the vessel owner or his agent of any change in the designated vessels and observers.
7. The BNF 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 Liberian fishing zone.
8. The time spent on board by observers shall be one fishing trip or, at the express request of the vessel-owner, more than one fishing trip for a particular vessel.

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

Flat-rate financial contribution

10. At the time the annual advance fee is paid, the vessel owner shall also pay Liberia a flat-rate sum of EUR 400 per year for each vessel.

Observer's salary

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

Embarkation conditions

12. The embarkation conditions for the observer, in particular the duration of presence on board, shall be defined by mutual agreement between the vessel owner or his agent and the BNF.
13. Observers shall be treated on board as officers. However, receiving the observer on board shall take into account the technical structure of the vessel.
14. The vessel owner shall bear the costs of providing accommodation and food for the observer on board, including access to washing and toilet facilities, of a quality at least as good as that supplied to officers on the fishing vessel.
15. The master shall take all the measures for which he is responsible to guarantee the physical safety and general wellbeing of the observer.
16. The master shall ensure that the observer has access to the facilities, gear and equipment on board the vessel which the observer needs to carry out his duties, including:
 - (i) the bridge and the communications and navigation equipment of the vessel;
 - (ii) the documents and records, including all logbooks of the vessel, whether required to be carried and maintained under Liberia Fisheries Regulation or otherwise for purposes of record inspection and copying;
17. The master shall permit the observer at all times to:
 - (i) receive and transmit messages and communicate with the shore and other vessels by means of the vessel's communications equipment;
 - (ii) take, measure, remove from the vessel and retain samples or whole specimens of any fish;
 - (iii) store samples and whole specimens on the vessel, including samples and whole specimens held in the vessel's freezing facilities;
 - (iv) take photographs of the fishing activities, including fish, gear, equipment, documents, charts and records, and remove from the vessel such photographs or film as the observer may have taken or used on board the vessel.

Observer's obligations

18. 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.

Embarkation and landing of observers

19. The vessel owner or his agent shall notify Liberia, with a notice period of ten (10) calendar 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.
20. If the observer does not arrive to embark within twelve (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.
21. Where the observer is not disembarked in a Liberian port, the vessel owner shall bear the costs of repatriation of the observer to Liberia as soon as possible.
22. If the vessel does not arrive at the agreed time at the previously agreed port to receive an observer, the ship-owner shall pay the costs at a daily subsistence rate of EUR 80 for the number of days relating to the observer's inability to board while waiting at the port (accommodation, food, etc.).
23. If the vessel fails to appear, without having provided the BNF and NFMC with prior notification, Liberia may take appropriate action in accordance with the applicable Liberian legislation.

Observer's duties

24. The observer shall carry out the following duties:
 - (a) observe the fishing activities of the vessel;
 - (b) the species, quantity, size and condition of fish taken;
 - (c) the methods by which, the areas in which, and the depths at which, fish are taken;
 - (d) the effects of fishing methods on fish, and the environment;
 - (e) processing, transportation, transshipment, storage, or disposal of any fish;
 - (f) verify the position of the vessel during fisheries operations;
 - (g) perform biological sampling in the context of a scientific programme;

- (h) note the fishing gear used;
- (i) verify the catch data for the Liberian fishing zone recorded in the logbook;
- (j) verify the percentages of by-catch and estimate the discarded catch;
- (k) communicate observations by radio, fax or e-mail at least once a week while the vessel is fishing in the Liberian fishing zone, including the quantity of catch and by-catch on board.

Observer's report

- 25. Before leaving the vessel, the observer shall submit a summary report of his observations to the master of the vessel, the content of which shall be agreed on by the Joint Committee. 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.
- 26. The observer shall send his report to the BNF, which shall send a copy of it to the Union within fifteen (15) calendar days of the observer's disembarkation.
- 27. The information contained in the observer report may be used for both science and compliance analysis by the competent Liberian and Union authorities.

SECTION 6

INFRINGEMENTS

Handling of infringements

- 1. Any infringement committed by a Union vessel holding a fishing authorisation in accordance with the provisions of this Annex must be referred to in an infringement or inspection report produced by the competent Liberian authority. The notification of the infringement and the relevant applicable sanctions served on the master or the fishing company shall be sent directly to the vessel-owner following the procedure set in the applicable Liberian legislation. A copy of the notification shall be sent to the flag state of the vessel and to the Union within 24 hours.
- 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. The master of the vessel shall cooperate while the inspection procedure is being carried out.

Detention of a vessel – Information meeting

- 3. Where permitted under the Liberian legislation in force regarding the infringement, any Union vessel having committed an infringement may be forced to cease its fishing activity and, where the vessel is at sea, to return to a Liberian port.
- 4. Liberia shall notify the Union within twenty-four (24) hours of any detention of a Union vessel holding a fishing authorisation. That notification shall include documentary evidence supporting the detention of the vessel.

5. Before taking any measure against the vessel, the master, the crew or the cargo, with the exception of measures aimed at protecting evidence, Liberia shall organise, at the request of the Union, 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 that information meeting.

Penalties for infringements - Compromise procedure

6. The penalty for the infringement shall be set by Liberia according to the provisions of the national legislation in force.
7. In the event that the ship owner does not accept the fines, and provided that the infringement does not involve a criminal act, a compromise procedure shall be undertaken between the Liberian authorities and the EU vessel to settle the issue amicably prior to launching the legal proceedings. A representative of the flag State of the vessel and of the Union may participate in that compromise procedure. The compromise procedure shall finish at the latest three (3) calendar days after the notification of the detention of the vessel.

Legal proceedings – Bank security

8. 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 Liberia, the amount of which, as shall be set by Liberia, shall cover 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.
9. 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.
10. Liberia shall inform the Union of the outcome of the legal proceedings within eight (8) calendar days of the judgment being delivered.

Release of the vessel and the crew

11. 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.

CHAPTER V

SIGNING-ON OF SEAMEN

1. Owners of tuna seiners and longliners vessels shall employ ACP nationals, subject to the following conditions and limits:

- for the fleet of tuna seiners, at least 20 % of the seamen signed on during the tuna-fishing season in the fishing zone of third countries shall be of ACP origin;
 - for the fleet of longliners, at least 20 % of the seamen signed on during the tuna-fishing season in the fishing zone of third countries shall be of ACP origin.
2. Vessel owners shall endeavour to sign on three (3) qualified Liberian seamen per vessel. The vessel-owner shall be free to select the seamen they take on board their vessels from the names on the list submitted by the BNF to the Union.
 3. The International Labour Organisation (ILO) Declaration on Fundamental Principles and Rights at Work shall apply as of right to seamen signed on by Union vessels. This concerns in particular the freedom of association and the effective recognition of the right to collective bargaining, and the elimination of discrimination in respect of employment and occupation.
 4. The employment contracts of seamen from the ACP countries shall be drawn up between the vessel owners' representative(s) and the seamen and/or their trade unions or representatives. A copy shall be given to the signatories, the BNF, the Liberia Maritime Authority (LiMA) and to the Ministry of Labour of Liberia. These contracts shall guarantee the seamen the social security cover applicable to them, including life assurance and sickness and accident insurance.
 5. The wages of the seamen from the ACP countries shall be paid by the vessel owners. They shall be fixed, before fishing authorisations are issued, by mutual agreement among the vessel owners or their representatives 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 their respective countries and shall under no circumstances be below ILO standards.
 6. All seamen employed aboard Union vessels shall report to the master of the vessel designated on the day before their proposed embarkation date. Where a seaman fails to report at the date and time agreed for embarkation, vessel owners shall be automatically absolved of their obligation to take the seaman on board.
 7. Where the Liberian seaman is not disembarked in a Liberia port, the vessel owner shall bear the costs of repatriation of the seamen to Liberia as soon as possible.
 8. If the vessel does not arrive at the agreed time at a previously agreed port to receive Liberian seaman, the ship-owner shall pay the costs at a daily subsistence rate of EUR 80 for the number of days relating to the Liberian seaman's inability to board while waiting at the port (accommodation, food, etc.).
 9. Vessels owners shall transmit on an annual basis information on seamen signed on. This information shall include the number of seamen who are nationals:
 - (a) of the Union;
 - (b) of an ACP country, distinguishing Liberians from other ACP-nationals; and

(c) of non-ACP and non-Union countries.

Appendices to this Annex

Appendix 1 – Fishing authorisation application form

Appendix 2 – Technical sheet

Appendix 3 – Fishing logbook

Appendix 4 – Format of VMS position message

Appendix 5 – Limits of the Liberian fishing zone

Appendix 6 – Electronic reporting of fishing operations

Appendix 7 – Contact details of the Liberian authorities

Appendix 8 – Catch declaration form

LIBERIA - EUROPEAN UNION FISHING AGREEMENT

FISHING AUTHORISATION APPLICATION FORM

I - APPLICANT

1. Name of vessel owner:
.....
2. Address of vessel owner:
.....
2. Name of the vessel owner's association or agent (if applicable):
.....
3. Address of the vessel owner's association or agent (if applicable):
.....
4. Telephone:..... Fax:..... E-mail:.....
5. Name of master:..... Nationality:..... E-mail:.....
6. Name and address of agent resident in Liberia:
.....

II – VESSEL AND IDENTIFICATION

1. Vessel 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 AND EQUIPMENT

1. Overall length: Width:

2. Tonnage (expressed in GT): Net tonnage:

3. Power of main engine in kW: Make:
Type:

4. Vessel Type: Tuna seiner Longliner Pole and line

5. Fishing gear types:

6. Fishing zones: Target species:

7. Designated port for landing operations:

8. Crew complement:

9. Method of preservation on board:
 Cooling Refrigeration Mixed Freezing

10. Freezing capacity in tonnes/24 hours: Hold capacity:
Number:

11. **VMS transponder:**

Manufacturer: Model: Serial No.:

Software version: Satellite operator:.....

12. Navigation and position fixing aids:
.....

IV – OTHER INFORMATION

1. Full name and address of insurer:
.....

2. Registration number and make of helicopter, if any, to be carried on the vessel:
.....

3. Registration number, make and name and address of any operator of any aircraft to be used in association with fishing activities:
.....

4. State whether the owner or charterer is insolvent or in any bankruptcy proceeding under the laws of any State:
.....

5. State whether the owner, operator or vessel has been involved in a violation of any law of the Republic of Liberia:
.....

6. Has the vessel identified above, under its current name/flag, or any previous names/flags, had any permit or license suspended or revoked within the past three years?

YES _____ NO _____

If yes, list and attach on a separate sheet of paper the circumstances surrounding each such instance and include an explanation of the current status of the suspension or revocation.

7. Is the vessel included in the applicable vessel health register?

YES _____ NO _____

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

Done at,/...../.....

Name of applicant

TECHNICAL SHEET

(1) Fishing zone:	
Beyond 12 nautical miles from the baseline, excluding zones closed to shipping and fishing provided for under Appendix 5.	
(2) Authorised categories:	
Tuna purse seine vessels	
Surface long-liners	
(3) By-catch:	
Compliance with ICCAT and FAO recommendations.	
(4) Fees and tonnage:	
Fee per tonne caught	<p>Tuna seiners and surface long-liners:</p> <ul style="list-style-type: none"> - 1st year: EUR 55 per tonne - 2nd and 3rd years: EUR 60 per tonne - 4th year: EUR 65 per tonne - 5th year: EUR 70 per tonne
Annual advance fee (including all national and local charges except port taxes and service charges):	<ul style="list-style-type: none"> - Tuna seiners: EUR 7 150 per year, for the duration of the Protocol - Surface long-liners: EUR 2 200 per year, for the duration of the Protocol
Number of vessels authorised to fish	<p>28 tuna seiners</p> <p>6 surface long-liners</p>
(5) Other:	
Support vessel authorisation fee: EUR 3 000 per vessel per year;	
Observers on 15 % of vessels authorised to fish;	

Observer flat-rate financial contribution: EUR 400 per vessel per year;

Seamen: 20 % of seamen signed on are ACP nationals.

Appendix 3

FISHING LOGBOOK - ICCAT LOGBOOK FOR TUNA FISHERY

Vessel name: Flag country: Registration No: Vessel owner: Address:	Gross tonnage: Capacity – (MT): Master: No of crew: Reporting date: (Reported by):	Month Day Year Port	Vessel DEPARTED: Vessel RETURNED: No of days at sea: No of fishing days: No of sets made: Trip number:
--	---	------------------------------	---

Longline			
Live bait			
Purse seine			
Trawl			
Outros (Others)			

Date	Sector	Capturas (Catches)												Isco usado na pesca (Bait used)																
		Bluefin tuna <i>Thunnus thynnus</i> or <i>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 <i>Tetrapturus audax</i> or <i>albidus</i>	Black marlin <i>Makaira indica</i>	Sailfish <i>Isiophorus albigatus</i> or <i>platypterus</i>	Skipjack <i>Katsuwonus pelamis</i>	Miscellaneous fish	Daily total (weight in kg only)	Sauy	Squid	Live bait	(Other)														
Month	Latitude N/S	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No		
Day	Longitude E/W	Weight kg	kg	kg	kg	kg	kg	kg	kg	kg	kg	kg	kg	kg	kg	kg	kg	kg	kg	kg	kg	kg	kg	kg	kg	kg	kg	kg	kg	
	Surface water temp (°C)	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	
	Fishing effort No of hooks used																													

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

Data Element	Code	Mandatory or 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 N/S DD.ddd (WGS84)
Longitude	LG	M	Vessel position detail – Position in degrees and decimal degrees E/W 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
------------	----	---	--

M = Mandatory data element

O = Optional data element

Each data transmission is structured as follows:

- (1) Characters used must comply with the ISO 8859.1 standard.
- (2) A double slash (//) and the characters 'SR' indicate the start of a message.
- (3) Each data element is identified by its code and separated from the other data elements by a double slash (//).
- (4) A single slash (/) separates the field code and the data.
- (5) The 'ER' code followed by a double slash (//) indicates the end of the message.
- (6) The optional data elements must be inserted between the start and the end of the message.

LIMITS OF THE LIBERIAN FISHING ZONE

COORDINATES OF THE FISHING ZONE

The competent Liberian authorities shall notify the competent Union services, before the provisional application of the Protocol, of the geographical coordinates of the Liberian baseline, Liberian fishing zone and zones closed to shipping and fishing. The Liberian authorities shall also undertake to communicate any changes to those coordinates at least one month in advance.

GUIDELINES FOR MANAGING AND IMPLEMENTING THE ELECTRONIC REPORTING SYSTEM FOR FISHING ACTIVITIES (ERS)

General provisions

- (1) All Union fishing vessels must be equipped with an electronic system, hereinafter referred to as an 'ERS', capable of recording and transmitting data concerning the vessel's fishing activities, hereinafter referred to as 'ERS data', when the vessel is operating in the Liberian fishing zone.
- (2) A Union vessel that is not equipped with an ERS, or whose ERS is not working, is not authorised to enter the Liberian fishing zone 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 Liberian FMC.
- (4) The flag State and Liberia 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 saving and storing ERS data in a format which will be computer-readable for at least three (3) years.
- (5) Any change or update to this format shall be identified and dated and must be operational six (6) months after its introduction.
- (6) ERS data must be transmitted using the electronic means of communication operated by the European Commission on behalf of the EU, referred to as the DEH (Data Exchange Highway).
- (7) The flag State and Liberia 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 Liberia 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 immediately.

Producing and communicating ERS data

- (8) Union fishing vessels must:

- (a) communicate on a daily basis ERS data for each day spent in the Liberian fishing zone;
 - (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) declare the bad catch of each species specified in the fishing authorisation issued by Liberia;
 - (d) identify each species by its FAO 3-alpha code;
 - (e) express quantities in kilograms of live weight or, where necessary, the number of individual fish;
 - (f) record, in the ERS data, the transhipped and/or unloaded quantity of each species;
 - (g) record in the ERS data, every time the Liberian fishing zone is 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 Liberia;
 - (h) transmit ERS data on a daily basis to the FMC of the flag State, according to the format referred to in paragraph 3 above, by 23:59 UTC at the latest.
- (9) The master is responsible for the accuracy of the ERS data recorded and sent.
- (10) The FMC of the flag State shall send the ERS data automatically and without delay to the Liberian FMC.
- (11) The Liberian FMC shall confirm that it has received the ERS data by means of a return message and shall handle all ERS data confidentially.

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

- (12) The flag State shall immediately inform the master and/or owner of a vessel flying its flag, or their agent, of any technical failure of the ERS installed on board or breakdown in transmission of ERS data between the vessel and the FMC of the flag State.
- (13) The flag State shall inform Liberia of the failure detected and the corrective measures taken.
- (14) In the event of a breakdown in the on-board ERS, the master and/or owner shall ensure the ERS is repaired or replaced within ten (10) calendar days. If the vessel makes a call at a port within those ten (10) days, it may only resume fishing activity in the Liberian fishing zone once its ERS is in perfect working order, unless Liberia authorises otherwise.
- (15) Following a technical failure in its ERS, a fishing vessel may not leave port until:

- (a) its ERS is in working order once again, to the satisfaction of the flag State and Liberia, or
 - (b) it receives authorisation from the flag State. In the latter case, the flag State shall inform Liberia of its decision before the vessel leaves.
- (16) Any Union vessels operating in the Liberian fishing zone with a faulty ERS must transmit all ERS data on a daily basis and by 23:59 UTC at the latest to the FMC of the flag State by any other available means of electronic communication accessible by the Liberian FMC.
- (17) ERS data which could not be made available to Liberia via the ERS owing to the failure referred to in paragraph 12 shall be transmitted by the FMC of the flag State to the Liberian FMC by another mutually agreed form of electronic communication. This alternative transmission shall be considered priority as it will not be possible to comply with the transmission deadlines usually applicable.
- (18) If the Liberian FMC does not receive ERS data from a vessel for three (3) consecutive days, Liberia may instruct a vessel to immediately call at a port of Liberia's choosing in order to investigate.

FMC failure – ERS data not received by the Liberian FMC

- (19) In the event that ERS data is not received by an FMC, its ERS correspondent shall immediately inform the ERS correspondent for the other FMC and, if necessary, work together in order to resolve the problem.
- (20) Before the ERS becomes operational, the FMC of the flag State and the Liberian 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 immediately inform one another of any changes.
- (21) If the Liberian 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 Liberian FMC and the Union of the outcome of the measures taken within twenty-four (24) hours after recognising the failure.
- (22) If more than twenty-four (24) hours is required in order to resolve the problem, the FMC of the flag State shall immediately transmit the missing ERS data to the Liberian FMC via one of the alternative means of electronic communication referred to in point 20.
- (23) Liberia shall inform its competent monitoring services (MCS) so that Union vessels are not considered by the Liberian FMC as being in violation of their obligations for not transmitting ERS data, owing to a failure in one of the FMCs.

FMC maintenance

- (24) Planned maintenance of an FMC (maintenance programme) which may affect the exchange of ERS data must be notified at least seventy-two (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.

- (25) During the maintenance work, the provision of ERS data may be put on hold until the system is operational again. The relevant ERS data shall be made available immediately after the maintenance work has been completed.
- (26) If the maintenance work takes more than twenty-four (24) hours, ERS data shall be sent to the other FMC using one of the alternative means of electronic communication referred to in point 20.
- (27) Liberia shall inform its competent monitoring services (MCS) so that Union vessels are not considered by the Liberian FMC as being in violation of their obligations for not transmitting ERS data, owing to the maintenance of an FMC.

CONTACT DETAILS OF THE LIBERIAN AUTHORITIES

1. Ministry of Agriculture:

Address: LIBSUCO Compound, LPRC Road, off Somalia Drive, Gardnersville, Liberia

Postal address: P.O. Box 10-9010, 1000 Monrovia 10, Liberia

2. Fishing authorisation authority: Bureau of National Fisheries

Address: UN Drive, opposite LBDI, Freeport Branch, Bushrod Island, Monrovia, Liberia

Postal address: c/o Ministry of Agriculture, P.O. Box 10-9010, 1000 Monrovia, Liberia

E-mail: bnf@liberiafisheries.net; williamyboeh@gmail.com

Telephone: +231-770-251-983; +231-888-198-006

3. Fishing Monitoring Centre:

Address: Liberia Coast Guard Base, Bong Mines Bridge, Bushrod Island

E-mail: fmc@liberiafisheries.net

Telephone: +231-880-431-581

4. Notification of entry and exit:

E-mail: fmc@liberiafisheries.net

ANNEX III

Scope of the empowerment and procedure for establishing the Union position in the Joint Committee

- (1) The Commission shall be authorised to negotiate with the Republic of Liberia and, where appropriate and subject to complying with point 3 of this Annex, agree on modifications to the Protocol in respect of the following issues:
 - (a) review of fishing opportunities in accordance with Articles 6 and 7 of the Protocol;
 - (b) decision on the modalities of the sectoral support in accordance with Article 4 of the Protocol;
 - (c) technical provisions of the Protocol and the Annex thereto falling within the powers of the Joint Committee in accordance with Article 6(2) of the Protocol.
- (2) In the Joint Committee established under the Agreement, the Union shall:
 - (a) act in accordance with the objectives pursued by the Union within the framework of the Common Fisheries Policy;
 - (b) follow the Council Conclusions of 19 March 2012 on a Communication on the external dimension of the Common Fisheries Policy;
 - (c) promote positions that are consistent with the relevant rules adopted by Regional Fisheries Management Organisations and in the context of joint management by coastal States.
- (3) When a decision on modifications to the Protocol referred to in point 1 is foreseen to be adopted during a Joint Committee Meeting, the necessary steps shall be taken so as to ensure that the position to be expressed on behalf of the Union takes account of the latest statistical, biological and other relevant information transmitted to the Commission.

To this effect and based on that information, a document setting out the particulars of the proposed Union position shall be transmitted by the Commission services, in sufficient time before the relevant Joint Committee Meeting, to the Council or to its preparatory bodies for consideration and approval.

In respect of the issues referred to in point 1(a), the approval of the envisaged Union position by the Council shall require a qualified majority of votes. In the other cases, the Union position envisaged in the preparatory document shall be deemed to be agreed, unless a number of Member States equivalent to a blocking minority objects during a meeting of the Council's preparatory body or within 20 days from receipt of the preparatory document, whichever occurs earlier. In case of such objection, the matter shall be referred to the Council.

If, in the course of further meetings, including on the spot, it is impossible to reach an agreement in order for the Union position to take account of new elements, the matter shall be referred to the Council or its preparatory bodies.

The Commission is invited to take, in due time, any steps necessary as a follow up to the decision of the Joint Committee, including, where appropriate, a publication of the relevant decision in the *Official Journal of the European Union* and a submission of any proposal necessary for the implementation of that decision.