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## PROPOSAL

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From:	Secretary-General of the European Commission, signed by Mr Jordi AYET PUIGARNAU, Director
date of receipt:	1 October 2015
To:	Mr Jeppe Tranholm-Mikkelsen, Secretary-General of the Council of the European Union
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Subject:	ANNEX to the Proposal for a COUNCIL DECISION on the signature, on behalf of the European Union, and on the provisional application of the Protocol setting out the fishing opportunities and financial contribution provided for in the Fisheries Partnership Agreement between the European Community and the Islamic Republic of Mauritania

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Delegations will find attached document COM(2015) 471 final ANNEX 1.

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Encl.: COM(2015) 471 final ANNEX 1



Brussels, 1.10.2015  
COM(2015) 471 final

ANNEX 1

**ANNEX**

**to the Proposal for a  
COUNCIL DECISION**

**on the signature, on behalf of the European Union, and on the provisional application of the Protocol setting out the fishing opportunities and financial contribution provided for in the Fisheries Partnership Agreement between the European Community and the Islamic Republic of Mauritania**

## ANNEX

### to the Proposal for a COUNCIL DECISION

**on the signature, on behalf of the European Union, and on the provisional application of the Protocol setting out the fishing opportunities and financial contribution provided for in the Fisheries Partnership Agreement between the European Community and the Islamic Republic of Mauritania**

#### *Article 1*

#### *Period of application and fishing opportunities*

1. From the date of provisional application of this Protocol and for a period of four (4) years, the fishing opportunities granted under Articles 5 and 6 of the Agreement shall be as laid down in the table attached to this Protocol and in keeping with the conditions stipulated in the datasheets contained in Annex 1 to this Protocol.
2. Access to fishery resources in Mauritanian fishing zones shall be granted to foreign fleets to the extent that there is a surplus within the meaning of Article 62 of the United Nations Convention on the Law of the Sea<sup>1</sup> and having taken into account the operating capacity of the national Mauritanian fleets.
3. In accordance with Mauritanian law, the objectives to be achieved in terms of management and sustainable development and total allowable catches shall be set by the Mauritanian Government for each fishery, following the advice of the body responsible for oceanographic research in Mauritania and the competent Regional Fisheries Organisations.
4. This Protocol grants European Union fleets priority access to available surpluses in the Mauritanian fishing zone. The fishing opportunities allocated to European Union fleets, as set out in Annex 1 to the Protocol, shall come from the available surpluses and shall have priority over fishing opportunities allocated to other foreign fleets authorised to fish in Mauritanian fishing zones.

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<sup>1</sup> United Nations Convention on the Law of the Sea (with annexes, final act and procès-verbaux of rectification of the final act dated 3 March 1986 and 26 July 1993), concluded at Montego Bay on 10 December 1982 – United Nations Treaty Series of 16.11.1994, Volume 1834, I-31363, p. 3.

5. All technical measures regarding the conservation, development and management of resources, as well as the financial arrangements, fees, public financial contribution and other rights also included relating to the issuing of fishing authorisations as specified for each fishery in Annex 1 to this Protocol, shall apply to all foreign industrial fleets operating in the Mauritanian fishing zones under technical conditions similar to those applicable to the European Union fleets.
6. Mauritania undertakes to make public any public or private agreement granting access to its EEZ by foreign vessels, including:
  - Countries or other entities participating in the agreement;
  - The period(s) covered by the agreement;
  - The number of vessels and types of gears authorised;
  - The species or stocks authorised for fishing, including any catch limit applicable;
  - The measures concerning reporting, monitoring, inspection and surveillance which are required;
  - A copy of the written agreement.
7. For the purposes of the implementation of paragraphs 4 and 5 above, Mauritania shall each year provide the European Union with a detailed report indicating the number of fishing authorisations for each fishing category granted to fishing vessels flying the flag of other third countries, the corresponding volume of catches authorised, actual catch numbers and the financial and technical arrangements for providing such vessels with access to Mauritania's fishing zone. This report is to be examined by the Joint Committee and may be made available to the Independent Joint Scientific Committee referred to in Article 4.
8. Under Article 6 of the Agreement, vessels flying the flag of a Member State of the European Union may fish in Mauritania's fishing zone only if they are in possession of a fishing authorisation issued under this Protocol in accordance with Annex 1 hereto.
9. The two Parties shall comply with the recommendations and resolutions issued by the International Commission for the Conservation of Atlantic Tunas (ICCAT) and consult each other ahead of the annual meetings of that organisation.

**Article 2**  
***Financial contribution regarding access***

1. The annual financial contribution for the access by European Union vessels to the Mauritanian fishing zones referred to in Article 7 of the Agreement is set at fifty-five (55) million euro. This paragraph shall apply subject to Articles 5 to 10 and Article 16 of this Protocol.
2. Payment by the European Union of the financial contribution referred to in paragraph 1 regarding access by European Union vessels to the Mauritanian fishing zone shall take place no later than three (3) months after the date of provisional application in the first year and in the following years no later than the anniversary date of the provisional application of the Protocol. European Union vessels may only begin fishing activities in the Mauritanian fishing zone from the date of provisional application.
3. The total allowable catches (categories 1, 2, 3, 6, 7 and 8) and the reference tonnages (categories 4 and 5) are set out in the datasheets contained in Annex 1 to this Protocol. They are established on the basis of the calendar year (1 January-31 December of the year concerned). If the first and the last period of the application of the Protocol do not correspond to a calendar year, the total allowable catches shall be fixed pro rata temporis and taking account, for each fishing category, of trends in terms of the distribution of catches throughout the year.
4. With the exception of categories 4 and 5 (reference tonnage) and specific provisions applicable to the total allowable catch in category 6, the total catches made by European Union fishing vessels in Mauritania's fishing zone may not exceed the total allowable catches. If the total allowable catches are exceeded, the rules relating to the deduction of quotas applicable in accordance with European Union rules shall be applied.
5. In accordance with paragraph 3, Mauritania and the European Union shall jointly monitor the activity of Union fishing vessels in the Mauritanian fishing zone in order to ensure that the total allowable catches mentioned above are appropriately managed. In the course of this monitoring, Mauritania and the European Union shall inform each other as soon as the Union vessels operating in the Mauritanian fishing zone have caught 80 % of the total allowable catch for the corresponding fishing category. The European Union shall accordingly inform Member States thereof.

6. Once catch levels have reached 80 % of the relevant total allowable catch, Mauritania and the European Union shall monitor catches made by Union fishing vessels on a monthly basis. This monitoring shall be carried out on a daily basis once the Electronic Reporting System (ERS) described in chapter IV, paragraph 4, of the Annex to this Protocol is in operation. Mauritania and the European Union shall inform each other as soon as the relevant total allowable catch has been reached. The European Union shall accordingly inform the Member States thereof in order to ensure that fishing activity is discontinued.
7. For fishing categories 4 and 5, if catches made by tuna vessels from the European Union in the Mauritanian fishing zone exceed the reference tonnage stipulated for each of these categories, the financial contribution of EUR 55 million shall be increased, for each additional tonne caught, by the amount of the fee stated in the relevant datasheets for the year in question. However, the amount paid by the European Union in respect of the exceeding may not exceed an amount equivalent to twice the corresponding reference tonnage. If the quantities of catches made by European Union vessels are more than twice the total corresponding reference tonnage, the amount due in respect of the quantity exceeding that limit shall be paid the following year.
8. The financial contribution referred to in paragraph 1 of this article shall be paid to an account held by the Public Treasury with the Central Bank of Mauritania. The Mauritanian authorities shall notify the European Union of the details of that account on an annual basis six (6) months prior to the date on which payment is due.

### *Article 3*

#### *Financial support for promoting sustainable fishing*

1. **Subject-matter, amount and arrangements**
  - 1.1. In order to strengthen the strategic partnership between both parties, and in addition to the financial contribution referred to Article 2(1) above, provision is made for financial support to help promote sustainable fisheries in the sum of a total of sixteen million five hundred thousand (16.5) euros for the period of the Protocol.

- 1.2. The financial support referred to in paragraph 1.1 above is intended to help develop sustainable fishing in Mauritania, regardless of the arrangements for access by European Union vessels to the Mauritanian fishing zone, and also to contribute to the implementation of sectoral national strategies as regards sustainable development of the fishing sector and the protection of protected marine and coastal areas, in conjunction with the poverty reduction strategy in force.
- 1.3. The financial support referred to in paragraph 1 above shall be paid by the European Union in tranches. The decision to disburse tranches shall be made as the objectives jointly established and assessed by the Joint Committee in accordance with Article 7(2) and Article 10(1)(b) of the Agreement are met. The practical implementing arrangements shall be defined in accordance with paragraphs 2 and 3 of this Article and also in Annex 2 to this Protocol. If appropriate, these practical arrangements may be laid down in more detail or reviewed by the Joint Committee.
- 1.4. The financial support referred to in paragraph 1.1 above is intended for specific projects and measures which have been jointly identified. It cannot be used to cover the operating expenses of beneficiaries, with the exception of the allocations referred to in Article 2(2) on the functioning of the implementation unit and Article 2(3) on external audits.

## **2. Conditions for implementation**

- 2.1. The sectoral support is implemented by an implementation unit which is responsible for implementing the decisions of the Joint Committee. The implementation unit is appointed by the minister responsible for fisheries and works under the minister's authority.
- 2.2. The implementation unit referred to in paragraph 2.1 above is financed by a specific budget for sectoral aid, the annual amount for which shall be established by the Joint Committee. Without prejudice to the provisions of Articles 8, 9 and 10 of this Protocol, this allocation shall be transferred by the European Union each year to ensure that the implementation unit can operate on a continuous basis for a specific period of time separately from the rest of the sectoral support, the transfer of which remains subject to the provisions of this article and Article 2.

- 2.3. The composition of the implementation unit and the rules governing its operation shall be approved by the Joint Committee. The Joint Committee shall ensure that the implementation of the sectoral support complies with standards compatible with the European Union's financial management rules, particularly as regards the granting of public procurement and subsidies. The implementation unit's work shall be the subject of an annual external audit financed by the sectoral support.
- 2.4. The implementation unit is to identify the projects and measures which may be funded by the sectoral support and the structures which may be used for carrying them out. In accordance with paragraph 4 of Annex 2, the unit shall prepare a multi-annual programme for sectoral aid which shall be subject to the approval of the Joint Committee. This multiannual programme is to be broken down into annual programmes which will include detailed projects and measures which must be submitted to the minister and then approved by the Joint Committee before the Mauritanian authorities are sent the tranches of the relevant sectoral support, subject to the limits available under this support.
- 2.5. The implementation unit is responsible for coordinating implementation in conjunction with the beneficiaries, irrespective of their supervising authority, and monitors that the measures and projects have been implemented. All measures taken by the implementation unit which have a financial implication must be agreed by the minister beforehand, after hearing the opinion of the European Union's representative and, if appropriate, the relevant supervisory body. In the absence of agreement, the implementation unit will be asked to amend its proposed decision before re-submitting it for the minister's approval.
- 2.6. The implementation unit shall send the minister calls for tender, the minutes of the meetings of the selection boards and signed contracts relating to projects financed under this support no more than 48 hours after they have been published and signed.
- 2.7. While a project is being carried out, any changes to the measures financed, guidelines, objectives, criteria and evaluation indicators may be initiated by the minister and must be approved by both parties within the Joint Committee. This approval is an essential condition for the transfer by the European Union of the tranche following the modification.



- 2.8. The implementation unit, in agreement with the minister, may ask the technical and financial partners for a technical and financial contribution to the implementation of projects prior to approval by the Joint Committee. One or several technical and financial partners may also be delegated responsibility for the performance of projects by the Joint Committee in accordance with jointly established rules.

### **3. Supervision and visibility**

- 3.1. Monthly meetings to monitor the implementation of the sectoral support shall be organised between the implementation unit, the minister's representative and the representative of the European Union. This meeting shall lead to a report to be drawn up by the implementation unit, approved by those present at the meeting and forwarded to the Joint Committee once it has been approved.
- 3.2. Before 31 December each year, the implementation unit shall submit to the Joint Committee a detailed implementation report following the model set out in Annex 2. The report shall be adopted by the two parties at the meeting of the Joint Committee following its submission.
- 3.3. The implementation unit shall also submit to the Joint Committee a final report for each of the measures and projects which have been completed under the sectoral support provided for by this Protocol, including an indication of likely economic and social benefits, particularly the impact on fisheries resources, employment and investment. The report will must be adopted by both parties at the first meeting of the Joint Committee after the end of the project's activities.
- 3.4. The implementation unit shall also provide the Joint Committee, prior to the expiry of this Protocol, with a final report on the implementation of all the sectoral support provided for under this Protocol, including the information referred to in paragraphs 3.2 and 3.3 above.
- 3.5. If necessary, the two parties shall continue to monitor the implementation of the sectoral support beyond the expiry of this Protocol or, as the case may be, in the event of its suspension in accordance with the provisions of this Protocol.
- 3.6. Mauritania and the European Union shall jointly ensure the visibility of measures financed by the sectoral support under the protocols for 2008-12 and 2013-14 and also by this Protocol, if necessary with operational support from the implementation unit.

- 3.7. The main institutional and non-institutional beneficiaries of the support shall be invited by the two parties, once a year, to participate in a workshop presenting and scheduling the measures financed under the sectoral support.
- 3.8. The reports referred to in paragraphs 3.2, 3.3 and 3.4, as well as the workshop referred to in paragraph 3.7 are essential conditions for the transfer by the European Union of subsequent tranches of the financial support referred to in paragraph 1
- 3.9. With the exception of the allocation referred to in Article 2(2) earmarked for the operations of the implementation unit, the financial support under this Protocol may only be released once all unused financial support from 2013-14 (the amount of which is to be approved following a review by the Parties) has been transferred to the account referred to in paragraph 3.10 and used in accordance with the schedule approved by the Joint Committee. However, unused sectoral support for 2013-14 shall be used no later than fifteen (15) months after the date of the provisional application of this Protocol, failing which it shall be deemed to be exhausted and may not be paid.
- 3.10. The financial support referred to in paragraph 1 of this Article shall be transferred to an account held by the Public Treasury with the Central Bank of Mauritania and to be opened in the name of the Ministry of Fisheries and used only for sectoral support. The Mauritanian authorities shall notify the European Union of the relevant bank account numbers once the account has been opened.

***Article 4***  
***Scientific cooperation to ensure sustainable fishing***

1. The two Parties undertake to promote responsible fishing in the Mauritanian fishing zone based on the principles of sustainable exploitation of fishery resources and marine ecosystems.
2. During the period covered by this Protocol, the Parties shall cooperate to monitor trends as regards the state of resources and fisheries in the Mauritanian fishing zone. For this purpose the Independent Joint Scientific Committee shall meet at least once a year, alternately in Mauritania and in the European Union.

3. The Independent Joint Scientific Committee shall adopt its rules of procedure during its first meeting. These rules of procedure are to be approved by the Joint Committee. Further to Article 4(1) of the Agreement, participation in the Independent Joint Scientific Committee may be extended, as far as necessary, to include external scientists as well as observers, stakeholder representatives or representatives of regional fisheries management bodies such as COPACE.
4. The remit of the Independent Joint Scientific Committee shall cover in particular the following activities:
  - (a) drawing up an annual scientific report on the fisheries covered by this Protocol and producing the relevant stock assessments. In drawing up its report the Independent Joint Scientific Committee shall take full account of information relating to the activities of the national Mauritanian fleets and other foreign fleets, as well as any measures and management plans adopted by Mauritania;
  - (b) identifying and proposing to the Joint Committee the implementation of programmes or measures designed to improve understanding of the dynamics of fisheries, the state of resources and changes to marine ecosystems;
  - (c) studying scientific questions which arise in the course of implementing this Protocol and, if necessary acting on a referral to the Joint Committee, adopting a scientific opinion under a procedure agreed by consensus within the Committee;
  - (d) compiling and analysing data on the fishing effort, catches and the sale of each of the segments for the national fishing fleets, of both the European Union and third countries, which operate in the Mauritanian fishing zone with respect to the resources and fisheries covered by this Protocol;
  - (e) designing and programming the performance of the annual stock surveys in order to make it possible to establish surplus fishing opportunities and exploitation options which guarantee the conservation of resources and the ecosystem of which they are part;
  - (f) formulating, on its own initiative or in response to a request from the Joint Committee or one of the parties, any scientific opinion relating to objectives, strategies and management measures that are judged necessary for the sustainable exploitation of the stocks and fisheries covered by this Protocol;

- (g) where appropriate, proposing in the Joint Committee a programme for the review of fishing opportunities in accordance with Article 1 of this Protocol.
5. For the purposes of implementing paragraphs 2, 3 and 4, and in addition to the provisions made in Article 1(7), Mauritania shall provide the Independent Joint Scientific Committee and the European Union, every year, with a detailed report for each fishing category, specifying the number of vessels flying the Mauritanian flag authorised to fish, the catch volumes which have been made and also any relevant information concerning the fisheries management measures adopted and implemented by Mauritania.

### *Article 5*

#### *Scientific fishing, exploratory fishing and new fishing possibilities*

#### **1. Scientific fishing**

- 1.1. The Joint Committee may authorise scientific campaigns for the purpose of collating data and information on biological resources and marine ecosystems and involving vessels from the European Union and/or Mauritania, on the basis of the advice of the Independent Joint Scientific Committee. These campaigns shall be conducted under the joint responsibility of the Mauritanian and European scientific research institutes.
- 1.2. The arrangements for equipping and chartering the vessels from the European Union and Mauritania shall be decided by the two parties during Joint Committee meetings for each of the campaigns.
- 1.3. The results of these campaigns shall be used to improve stock assessments and to allow for the adoption of adequate management measures.
- 1.4. In the case of category 8 (cephalopods), the results of the scientific programme and/or evaluations carried out in accordance with Article 4 may result in a review of the catch limit and conservation measures applicable to European Union vessels.

## **2. Exploratory fishing**

- 2.1. If Union fishing vessels are interested in activities not covered by Article 1, the Parties shall consult each other in the Joint Committee in order to seek authorisation for these new activities in accordance with Article 6(2) of the agreement. Where appropriate, the Joint Committee shall agree on the conditions applicable to these new fishing opportunities and, if necessary, shall amend this Protocol and the Annex hereto in accordance with Article 6 of the Protocol.
- 2.2. The fishing authorisation referred to in paragraph 2.1 shall be granted taking account of the best scientific advice available at national and regional level and, where appropriate, on the basis of the results of scientific campaigns approved by the Independent Joint Scientific Committee.
- 2.3. Following the consultations referred to in paragraph 2.1, the Joint Committee may authorise exploratory fishing surveys in the Mauritanian fishing zones to test the technical feasibility and the economic viability of new fisheries. To this end, it shall determine on a case-by-case basis the species, conditions and any other appropriate parameters in accordance with the provisions of Chapter XI of Annex 1 to this Protocol. The two Parties shall carry out experimental fishing in accordance with the conditions laid down by the Scientific Committee set up under this Protocol.

### ***Article 6 Joint Committee***

1. In addition to the responsibilities delegated to the Joint Committee in accordance with Article 10 of the Agreement, the Joint Committee shall be granted decision-making powers in order to approve amendments to this Protocol and the Annexes and Appendices hereto, relating to:
  - (a) reassessing, where appropriate, the fishing opportunities and, consequently, the amount of the financial contribution;
  - (b) the arrangements for the sectoral support as provided for in Article 3 and Annex 2;
  - (c) the conditions governing fishing activities by European union vessels.
2. In the case referred to in paragraph 1(a), the financial contribution shall be adjusted proportionately and pro rata temporis.

3. Any amendments to the Protocol, Annexes and Appendices in accordance with paragraph 1) shall be the subject of a decision by the Joint Committee. This decision shall enter into force on the date on which the Parties notify each other that they have completed the procedures necessary for the adoption of that decision.
4. The Joint Committee shall carry out its functions in accordance with the aims of the Agreement and the relevant rules adopted by the regional fisheries organisations.
5. The Joint Committee shall be convened for the first time no later than three (3) months after the provisional application of this Protocol.

***Article 7***  
***Promoting cooperation among economic operators***

The Parties shall endeavour to create conditions favourable to the promotion of relations between their enterprises in the technical, economic and commercial spheres, by encouraging the establishment of an environment favourable to the development of business and investment. They shall promote contacts and help ensure cooperation between economic operators, including as regards the financial support referred to in Article 3, in the following areas:

- (a) development of the Nouadhibou Free Zone;
- (b) development of protected marine areas (Banc d'Arguin and Diawling National Parks);
- (c) port management;
- (d) development of industry related to fishing;
- (e) promoting exchanges to improve vocational training, particularly in the fishing sector, fisheries management, aquaculture and inland fishing, shipyards and maritime surveillance;
- (f) sale of fishery products;
- (g) aquaculture.

**Article 8**  
***Termination due to reduced exploitation of fishing opportunities***

Where a reduced level of exploitation of the fishing opportunities is established, the European Union shall notify Mauritania, by letter, of its intention to terminate the Protocol. The termination shall take effect within four (4) months of the notification.

**Article 9*****Suspension of the implementation of the Protocol***

1. The implementation of this Protocol may be suspended at the initiative of one of the parties if one or more of the following conditions apply:
  - (a) unusual circumstances, other than natural phenomena, prevent fishing activities in the Mauritanian fishing zone;
  - (b) significant changes in the formulation or implementation of the fisheries policy of either one of the parties affecting the provisions of this Protocol;
  - (c) activation of the consultation mechanisms laid down in Article 96 of the Cotonou Agreement owing to violation of one of the essential and fundamental elements regarding human rights set out in Article 9 of that Agreement.
  - (d) non-payment by the European Union of the financial contribution provided for in Article 2, for reasons other than those provided for in Articles 8 and 10 of this Protocol;
  - (e) a serious and unresolved dispute between the parties on the application or interpretation of this Protocol;
  - (f) a serious and unresolved dispute concerning the implementation of the financial contribution referred to in Article 3 of this Protocol;
  - (g) a serious and unresolved dispute concerning the implementation of paragraphs 4 to 7 of Article 1 of this Protocol.
2. Where the application of the Protocol is suspended for reasons other than those given in paragraph 1(c) above, the party concerned shall be required to notify its intention in writing at least four (4) months before the date on which suspension is due to take effect. Suspension of the Protocol for the reasons given in paragraph 1(c) shall apply immediately after the suspension decision has been taken.

3. In the event of suspension, the parties shall continue to consult with a view to finding an amicable settlement to their dispute. Once such settlement is reached, application of the Protocol shall resume and the amount of the financial contribution referred to in Article 2 and the financial support referred to in Article 3 shall be reduced proportionately and pro rata temporis according to the period during which the application of the Protocol was suspended.

#### *Article 10*

#### *Suspension and revision of the financial contribution and sectoral support*

1. The financial contribution, as referred to in Article 2, may be reviewed or suspended if one or more of the following conditions apply:
  - (a) unusual circumstances, other than natural phenomena, prevent fishing activities in the Mauritanian fishing zone;
  - (b) significant changes in the formulation or implementation of the fisheries policy of either one of the parties affecting the provisions of this Protocol;
  - (c) activation of the consultation mechanisms laid down in Article 96 of the Cotonou Agreement owing to violation of one of the essential and fundamental elements regarding human rights set out in Article 9 of that Agreement.
2. The European Union may revise or suspend, partially or fully, the payment of the sectoral support provided for in Article 3 of this Protocol if the conditions stipulated in paragraph 1(b) and (c) are met, in the event of failure to implement this sectoral support or if the results obtained are inconsistent with the programming, following an evaluation carried out by the Joint Committee.
3. The payment of the financial contribution provided for in Article 2 and/or the financial support provided for in Article 3 shall resume after consultation between and agreement of the two Parties once the situation prior to the events referred to in paragraph 1 has been restored, and/or if justified by the results of the implementation of the financial support referred to in paragraph 2. Nevertheless, the financial support provided for in Article 3 may not be activated beyond a period of six (6) months after expiry of the Protocol.



**Article 11**  
**Electronic communication**

1. Mauritania and the EU undertake to install as soon as possible the computer systems required for the electronic exchange of all the information and documents related to the implementation of the Agreement.
2. Once the systems provided for in point 1 above are operational, the electronic version of a document shall be considered to be the equivalent of a paper document in every respect.
3. Mauritania and the EU shall inform each other of any malfunction of a computer system as soon as possible. The information and documents related to the implementation of the Agreement shall then be automatically replaced by their paper version as specified in Annex 1.

**Article 12**  
**Confidentiality of information**

Mauritania shall undertake that all nominative data relating to EU vessels and their fishing activities obtained within the framework of the Agreement will, at all times, be processed strictly in accordance with the principles of confidentiality and data protection. Such data shall be used exclusively for the purposes of implementing the Agreement.

**Article 13**  
**National law**

Without prejudice to the provisions of this Protocol and the Annexes and Appendices hereto, the port service activities and the purchase of supplies for vessels operating under this Protocol and the Annexes and Appendices thereto shall be governed by the laws and regulations in force in Mauritania.

**Article 14**  
**Provisional application**

This Protocol and the Annex and Appendices hereto shall be provisionally applied as from the date of its official signature by the Parties. The date of signature shall be clearly distinct from the date of initialling indicating the end of negotiations. Fishing activities by European Union vessels in the Mauritanian fishing zone may only commence from the date of provisional application.

***Article 15***  
***Duration***

This Protocol and the Annex and Appendices hereto shall apply for a period of four (4) years from the date of provisional application, unless terminated.

***Article 16***  
***Termination***

In the event of termination of the Protocol, under circumstances other those provided for in Article 8, the party concerned shall notify the other party in writing of its intention to terminate the Protocol at least four (4) months before the date on which such termination would take effect.

Dispatch of the notification referred to in the previous paragraph shall open consultations by the Parties.

***Article 17***  
***Entry into force***

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

**Table of categories of fishing referred to in Article 1(1)**

<b>Types of fishing</b>		<b>Total allowable catches and reference tonnage</b>
<b>1</b>	Vessels fishing for crustaceans other than spiny lobster and crab	5 000 tonnes
<b>2</b>	Black hake (non-freezer) trawlers and bottom longliners	6 000 tonnes
<b>3</b>	Vessels fishing for demersal species other than black hake with gear other than trawls	3 000 tonnes
<b>4</b>	Tuna seiners	12 500 tonnes (Reference tonnage)
<b>5</b>	Pole-and-line tuna vessels and surface longliners	7 500 tonnes (Reference tonnage)
<b>6</b>	Pelagic freezer trawlers	225 000 tonnes *
<b>7</b>	Non-freezer pelagic vessels	15 000 tonnes **
<b>8</b>	Cephalopods	[pm] tonnes
* This figure may be exceeded by a 10 % margin without any impact on the financial contribution paid by the European Union for access		
** If these fishing opportunities are utilised, they shall be deducted from the total allowable catch provided for in category 6.		
On the basis of the scientific advice available, the two parties may agree within the Joint Committee on the allocation of fishing possibilities for freezer trawlers targeting demersal species in respect of which a surplus has been identified.		

## ANNEX 1

### **Conditions governing fishing activities by EU vessels in Mauritanian fishing zones**

#### **CHAPTER I – GENERAL PROVISIONS**

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

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

- For the European Union: the European Commission, where applicable via the European Union Delegation in Nouakchott (focal point);
- For Mauritania: the Ministry of Fisheries, via the Planning and Cooperation Directorate (focal point), hereinafter referred to as the 'Ministry'.

##### **2. Mauritanian fishing zone**

The coordinates of the Mauritanian fishing zone are those specified in Appendix 2. European Union vessels may perform their fishing activities subject to the limits laid down for each category in the technical datasheets contained in Appendix 1.

##### **3. Vessel identification**

- 3.1. The identification marks of all European Union vessels must conform to the relevant European Union legislation. The ministry must be notified of such legislation before the provisional application of the Protocol. The ministry must further be notified of any amendment to the legislation at least one month before its entry into force.
- 3.2. Any vessel which conceals its markings, name or registration shall be liable to the penalties provided for by Mauritanian law.

##### **4. Accounts with banks**

Mauritania shall notify the European Union before the entry into force of this Protocol of the details of the bank account(s) (BIC and IBAN codes) into which the financial sums payable by European Union vessels under the Agreement shall be paid. The associated bank transfer costs shall be borne by the vessel owners.

## **5. Methods of payment**

5.1. Payments shall be made in euro as follows:

- fees: by transfer to one of the bank accounts held by the Mauritanian Public Treasury referred to in paragraph 4;
- fees relating to the parafiscal charge: by transfer to one of the bank accounts held by the Mauritanian coast guard, referred to in paragraph 4;
- fines: by transfer to one of the bank accounts held by the Mauritanian Public Treasury referred to in paragraph 4;

5.2. The amounts referred to in point 5.1 above shall be considered as actually received on receipt of confirmation from the Treasury or the ministry following notification by the Central Bank of Mauritania.

## **6. Designation of an agent**

An EU vessel must be represented by a local agent if it intends to land or tranship in a Mauritanian port and for any other obligation or practical matters resulting from this Agreement.

# **CHAPTER II – Licences**

For the purposes of this Annex, the licence issued by Mauritania to European Union vessels shall be equivalent to the fishing authorisation provided for by the European Union legislation in force.

The two parties agree to promote the introduction of an electronic licence system.

## **1. Licence applications**

1.1. The European Union shall submit to the ministry lists of the vessels, broken down by fishing category, wishing to engage in fishing activities within the limits specified in the fishing datasheets included in the Protocol, twenty (20) calendar days before the start of the period of validity of the licences requested. These lists shall be accompanied by the requisite documentation and proof of payment and be communicated preferably by electronic means. Licence applications failing to arrive within the deadline need not be processed.

- 1.2. This documentation shall specify, for each fishing category:
- (a) the number of vessels,
  - (b) for each vessel, its main technical characteristics as they appear in the fishing vessel register of the European Union;
  - (c) fishing gears;
  - (d) the amount of payments due, broken down by heading,
  - (e) the number of Mauritanian seamen to be taken on board in accordance with Chapter IX of this Annex.
- 1.3. During the renewal of a licence under this Protocol every two months, quarterly or yearly for a vessel whose technical characteristics have not been changed, the renewal application shall only be accompanied by proof of payment of the fees and the parafiscal charge.

## **2. Documents required for licence applications**

- 2.1. On each vessel's first licence application, the European Union shall submit to the ministry a licence application form duly completed in respect of each vessel for which a licence is requested in accordance with the model in Appendix 3 to this annex. This form shall state, in particular, the number of Mauritanian fishermen taken on board in accordance with Chapter IX of this Annex.
- 2.2. On a first licence application, the shipowner shall include the following documents with the application, preferably in electronic format:
- (a) a copy, certified by the flag State, of the international tonnage certificate specifying the tonnage of the vessel in GT as certified by recognised international bodies;
  - (b) a recent (less than one year old) colour photograph certified by the competent authorities of the flag State showing a side view of the vessel in its current state, in which the name of the vessel appears and, where appropriate, the vessel's international radio call sign. If sent in electronic format, the photograph must have a minimum resolution of 72 dpi (1400 x 1050 pixels). If sent in paper format, it must have a minimum size of 15 x 10 cm.

- (c) the documents required for inclusion in the Mauritanian National Ship Register. Such inclusion shall not entail any registration fee. The inspection provided for in connection with inclusion in the National Ship Register is of a purely administrative nature.
- 2.3. Any alteration to the tonnage of a vessel shall oblige the shipowner concerned to submit a copy, certified by the flag State, of the new GT tonnage certificate and any relevant supporting documents, in particular the copy of the application lodged by the shipowner with the competent authorities, the agreement of those authorities and the details of the changes made. Where the structure or external appearance of the vessel is changed, a new photograph certified by the competent authorities of the flag State must also be submitted.

### **3. Eligibility to fish**

- 3.1. Applications for fishing licences shall be lodged only for those vessels for which the documents required under points 2.1 and 2.2 above have been sent.
- 3.2. Each vessel wishing to engage in fishing activities under this Protocol must be entered in the European Union fishing vessels register and be eligible for fishing in the Mauritanian fishing zone. The vessel must not be listed as an IUU vessel.
- 3.3. For a vessel to be eligible, neither the owner, the master nor the vessel itself must be prohibited from fishing in Mauritania. They must be in order vis-à-vis the Mauritanian authorities insofar as they must have met all prior obligations arising from their fishing activities in Mauritania.

### **4. Issue of licences**

- 4.1. The ministry shall issue licences to the vessels following submission, by the shipowner's agent, of individual proofs of payment for each vessel (receipt of payment issued by the Public Treasury), as specified in Chapter I, at least ten (10) calendar days before the start of their period of validity.
- 4.2. The originals of the licences may be obtained from the offices of the ministry in Nouadhibou (Regional Maritime Directorate). A scanned photocopy of these originals shall be sent electronically by the ministry to the European Union.

- 4.3. The licences also mention the period of validity, the vessel's technical characteristics, the number of Mauritanian seamen and the payment references of the fees.
- 4.4. Vessels receiving a licence shall be entered on the list of vessels authorised to fish which shall be sent simultaneously and without delay to the Mauritanian coast guard and the European Union.

The European Union shall be notified of licence applications refused by the ministry. Where appropriate, the ministry shall provide a credit note against payments relating to such applications after deduction of the balance of any outstanding unpaid fines.

- 4.5. A fishing licence must be held on board the vessel to which it was issued at all times and presented to the inspection authorities for inspection. On a transitional basis, for a maximum period of 30 calendar days after the date of issue of the licence, the vessel shall be authorised to keep a copy of this licence, provided that the ship is included in the list of authorised vessels referred to in Article 4.4. This copy shall therefore be considered to be equivalent to the original.

## **5. Validity and utilisation of licences**

- 5.1. A licence shall be valid only for the period covered by the fee paid under the terms laid down in the Fishing Datasheet.

Licences shall be issued for periods of two months for shrimp fishing and for three or twelve months for other categories. They shall be renewable.

The validity of the licences starts to run on the first day of the period requested.

The period of validity of licences shall be determined on the basis of annual calendar periods, from 1 January until 31 December. The first period of the Protocol shall start on the date of its provisional application and shall end on 31 December of the same year. The last period of the Protocol shall end at the end of its period of application. Licences may not start to run during one annual period and expire during the next.

Tuna seiners, pole-and-line tuna vessels and surface longliners holding fishing licences for neighbouring countries may indicate in their licence applications the country and species concerned and the period of validity of such licences to facilitate their multiple entries into and exits from the fishing zone.



- 5.2. The issuing of a licence does not automatically mean the vessel will be present in the Mauritanian fishing zone during the period of validity of the licence.
- 5.3. Licences are issued for a given vessel. They shall be non-transferable. However, in the event of the loss or prolonged immobilisation of a vessel due to a serious technical failure, the licence of the initial vessel shall be replaced by a licence for another vessel of the same fishing category, on condition that the tonnage authorised for that category is not exceeded.
- 5.4. The owner of a vessel which has been damaged, or the owner's agent, shall return the cancelled fishing licence to the ministry.
- 5.5. Additional adjustments in the amounts paid as a result of the replacement of the licence shall be effected before the replacement licence is issued.

## **6. Technical inspection**

- 6.1. Once a year, and after any alteration in tonnage or changes to the fishing category necessitating the use of a different type of gear, all European Union vessels shall report to the port of Nouadhibou to undergo the inspections required by the legislation in force. Such inspections shall take place within 48 hours of the vessel's arriving in port.

In the case of tuna seiners, pole and line vessels and surface longliners, each vessel operating under the Agreement for the first time must be presented for the inspections required by the legislation in force. Such inspections may be carried out in a foreign port to be agreed. All expenses linked to such inspection shall therefore be borne by the shipowner.

- 6.2. Once the technical inspection has been completed satisfactorily, the master of the vessel shall be issued with a certificate of conformity having the same period of validity as the licence, which shall be automatically extended, free of charge, in the case of vessels renewing their licence in the course of the year. This certificate must be kept on board at all times. It must also specify the transshipment capacity of pelagic vessels.
- 6.3. The purpose of the technical inspection is to check the conformity of the vessel's technical characteristics and gear and to ensure that the provisions relating to its Mauritanian crew have been complied with.
- 6.4. The cost of the inspection, at the rates laid down by Mauritanian law, shall be borne by the shipowner and communicated to the European Union. It may not be greater than the amount normally paid by other vessels for the same services.

- 6.5. Failure to comply with the provisions of points 6.1 or 6.2 above shall entail automatic suspension of the fishing licence until the shipowner has met such obligations.

## **CHAPTER III – Fees**

### **1. Fees**

- 1.1. Fees shall be calculated for each vessel under the conditions and on the basis of the annual rates laid down in the Fishing Datasheets included in the Protocol. The amounts of such licence fees shall include all related fees and taxes, with the exception of the parafiscal charge, port taxes and service charges.
- 1.2. The fees shall be calculated by the ministry, taking into account the catches made during the period of validity of the licences, after deducting the advances paid for the issuing of those licences.
- 1.3. The statement of fees shall be forwarded by the ministry to the vessel owners or to their agents within one month following the period of validity of the licences. A copy of the statement shall also be sent to the European Union at the same time.
- 1.4. The fees shall be paid by transfer to one of the bank accounts referred to in paragraph 4 of Chapter I. In the event of overpayment, the Public Treasury of Mauritania shall issue a credit note to the shipowner or the shipowner's agent, which may be deducted from a subsequent payment.
- 1.5. In the event of a dispute concerning the amount of fees established, both Parties shall consult each other without delay, including within the Joint Committee if necessary, and verify the catch declarations and the calculation of the relevant charges.

### **2. Fees in kind**

- 2.1. European Union shipowners of pelagic freezer trawlers and shrimp-fishing vessels (in the case of by-catches) engaged in fishing activities under this Protocol shall contribute to the policy of fish distribution to people in need, at the rate of 2 % of their pelagic catches which have been transhipped or unloaded following a voyage.

- 2.2. The 2 % shall be calculated on the basis of all catches, regardless of species and irrespective of commercial value, and shall be added to the total allowable catch. Catches which fall under the fee in kind should reflect the species composition of the total catches held on board the vessel at the time of the transshipment of these 2 %.

However, for vessels targeting horse mackerel and mackerel, the 2 % shall be levied on catches of horse mackerel (size L or otherwise size M) or otherwise on catches of sardinella (size L or otherwise size M). For vessels targeting sardine, the 2 % shall be levied in equal proportions on catches of horse mackerel and sardinella kept on board or otherwise on catches of sardine kept on board.

- 2.3. Catches under the fee concerned will be handed over to the *Société Nationale de Distribution de Poisson* (National Company for the Distribution of Fish). A form attesting to the receipt of this fee in kind is systematically drawn up and signed by a representative of the *Société Nationale de Distribution de Poisson*, a copy of which is provided to the captain of the vessel.
- 2.4. Catches falling under the fee in kind may be handed over by means of disembarking at a dock or transshipment. In the case of transshipment, the vessels used for landing such catches must be fully adapted to the operations required in order to ensure their smooth performance. The master of the pelagic vessel, in consultation with its agent and with the *Société Nationale de Distribution de Poisson*, may choose the Mauritanian boat best suited to the performance of these operations.
- 2.5. In the event of a manifest risk to or breach of the safety of the fishing vessel, the Mauritanian vessel or their crew, the captain of the fishing vessel may refuse to land the catches using the aforementioned Mauritanian vessel: he shall then refer the matter to the representative of the *Société Nationale de Distribution de Poisson*, who shall assign another vessel.
- 2.6. The landing of catches under the fee in kind must be planned and organised in such a way so as not to affect abnormally the smooth operation of the fishing vessel's activities.

- 2.7. If there is insufficient storage capacity at the point where catches are landed, the captain of the fishing vessel shall be released from the obligation to land the fee in kind, completely and definitively for the relevant voyage. A certificate will then be issued by the representative of the Société Nationale de Distribution de Poisson certifying that the fish could not be landed owing to a lack of storage space onshore. Catches not landed owing to insufficient storage capacity and kept on board must be deducted from the total allowable catch.
- 2.8. The fee in kind specifically excludes any other form of imposed contribution. Under no circumstances may it give rise to a conversion in the form of a monetary equivalent nor may it be the subject of the constitution of a debt.
- 2.9. Catches corresponding to the fee in kind are taken over by the Société Nationale de Distribution de Poisson and passed to the people in need in accordance with Mauritanian legislation.
- 2.10. The Société Nationale de Distribution de Poisson shall draw up a report each year on the use of this fee in kind, its recipients, the quantities disposed of and the conditions for distributing these quantities. That report shall be examined by the Joint Committee.
- 2.11. In the event of difficulty in implementing these provisions, both Parties shall consult each other, including within the Joint Committee, in order to share all relevant information concerning implementation and in order to identify the most appropriate solutions in order to address these difficulties.

### **3. Parafiscal charge**

- 3.1. Under the decree establishing the parafiscal charge, the rates of this charge for industrial fishing vessels, payable in local currency, are as follows:

Fishing category: crustaceans, cephalopods and demersal species:

<u>Tonnage (GT)</u>	<u>Amount per quarter (MRO)</u>
<99	50 000
100-200	100 000
200-400	200 000
400-600	400 000
<600	600 000

Fishing category (highly migratory and pelagic):

<u>Tonnage</u>	<u>Amount per month (MRO)</u>
<2 000	50 000
2 000-3 000	150 000
3 000-5 000	500 000
5 000-7 000	750 000
7 000-9 000	1 000 000
9 000	1 300 000

- 3.2. With the exception of categories 4 and 5, the parafiscal charge shall be payable on the basis of a full quarter or multiple thereof, irrespective of whether a biological recovery period falls within that period.
- 3.3. The exchange rate (MRO/EUR) to be used for payment of the parafiscal charge for a calendar year shall be the average rate for the previous year, as calculated by the Central Bank of Mauritania and transmitted by the ministry not later than 1 December of the year preceding the application thereof.
- 3.4. A quarter shall consist of one of the three-month periods beginning 1 October, 1 January, 1 April or 1 July, except for the first and the last period of the Protocol.

#### **4. Specific conditions applicable to tuna vessels**

- 4.1. The catch declarations drawn up by each captain of a tuna vessel are processed and verified by the scientific institutes responsible for verifying catch data in the Member States, such as the IRD (Institut de Recherche pour le Développement), IEO (Instituto Español de Oceanografía), INIAP (Instituto Nacional de Investigación Agrária e das Pescas), with copies of all fishing logbooks being sent to the IMROP (Institut Mauritanien de Recherches Océanographiques et des Pêches).
- 4.2. For each tuna-fishing vessel the European Union shall draw up, on the basis of the catch reporting verified by the above scientific institutes, a final statement of fees owed by the vessel in respect of its annual season for the previous calendar year.
- 4.3. The European Union shall notify this final statement to Mauritania and to the shipowner before 30 June of the year following the year in which the catches were made. If the final statement concerns the current year, it shall be notified to Mauritania and the shipowner no later than one (1) month after the date of expiry of the Protocol.

- 4.4. Mauritania may contest the final statement, on the basis of documentary proof, within 30 working days of its being sent. In the case of disagreement, the Parties shall consult each other in the Joint Committee. If Mauritania does not object within 30 days, the final statement shall be considered to be adopted.
- 4.5. Where the final statement is greater than the advance payment fee paid to obtain the fishing licence, the shipowner shall pay the outstanding balance within 45 days of the approval of the statement by Mauritania. Where the final statement is less than the anticipated flat-rate fee, the remaining amount may not be reclaimed by the vessel owner.
- 4.6. The parafiscal charge shall be paid in proportion to the time spent in the Mauritanian fishery zone. The corresponding monthly payments are deemed to cover periods of 30 days' actual fishing. This provision preserves the indivisible nature of the charge and, consequently, the monthly payment shall be due in respect of any period begun.
- 4.7. A vessel which has fished for 1 to 30 days over the year shall pay the charge in respect of one month. The second monthly payment of this charge shall be due after the first period of 30 days and so on. Additional monthly payments shall be made no later than 10 days after the first day of each additional period.

## **CHAPTER IV – Catch reporting**

### **1. Fishing log**

- 1.1. Masters of vessels shall make a daily record of all the operations specified in the fishing log, a model of which is attached as Appendix 4 to this Annex and which could be amended in accordance with Mauritanian legislation. This document must be completed correctly and legibly and signed by the master of the vessel. For vessels fishing for highly migratory species, the provisions of paragraph 8 of Chapter XIV shall apply.
- 1.2. The fishing logbooks shall be transmitted in one of the following ways:
  - (a) For vessels which are subject to the landing or transshipment obligation, the original of each fishing logbook shall be submitted to the Mauritanian coast guard, which shall confirm receipt thereof in writing;

- (b) For other vessels, when leaving the Mauritanian fishing zone without first passing through a Mauritanian port, the original of each fishing logbook shall be sent within a period of 7 days after arrival in any other port, and at all events within a period of 20 days after leaving the Mauritanian zone;
  - (c) Within the same timeframe, the shipowner shall forward a copy of the log to the national authorities of its flag State and also to the European Union via the Delegation;
  - (d) Preferably, by e-mail, to the address given by Mauritania and listed in Appendix 12;
  - (e) or by fax, to the number given by Mauritania;
  - (f) or by letter sent to Mauritania;
- 1.3. Failure to comply with the provisions of points 1.1 or 1.2 above shall entail, without prejudice to the penalties laid down by Mauritanian law, automatic suspension of the fishing licence until the shipowner has met such obligations.

## **2. Supplementary fishing log (landing and transhipment declarations)**

- 2.1. On landing or transhipment, masters of vessels are required to complete correctly and legibly and to sign the supplementary fishing log as shown in the model attached as Appendix 6 to this Annex.
- 2.2. At the end of each landing, the shipowner shall immediately send the original of the fishing log attached to the Mauritanian coast guard, with a copy to the ministry. Within 7 working days, a copy shall be sent to the national authorities of the flag Member State and to the European Union, via the Delegation.
- 2.3. At the end of each authorised transhipment, the master shall immediately send the original of the supplementary fishing log to the Mauritanian coast guard, with a copy to the ministry. Within 7 working days, a copy shall be sent to the national authorities of the flag Member State and to the European Union, via the Delegation.
- 2.4. Failure to comply with the provisions of points 2.1, 2.2 or 2.3 above shall entail automatic suspension of the fishing licence until the shipowner has met such obligations.

### **3. Reliability of data**

- 3.1. The information in the documents referred to in the preceding points must reflect the actual fishing situation in order to constitute one of the bases for monitoring changes in fisheries resources.
- 3.2. The Mauritanian legislation in force concerning the minimum sizes of catches kept on board shall be applicable and is provided in Appendix 7.
- 3.3. A list of the conversion factors applicable to without head/whole catches and/or eviscerated/whole catches is provided in Appendix 8.

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

Both parties are to establish a protocol for the electronic exchange of all information relating to catches and declarations ('Electronic Reporting System'), referred to as 'ERS data', set out in Appendix 10. Both parties will make provision for the implementation of this protocol and the replacement of the paper version of the catch declaration by ERS data, once Mauritania has put in place the equipment and software required.

### **5. Tolerance of discrepancies**

Based on a representative sample, the tolerance of any discrepancy between the catches declared in the fishing log and the assessment of those catches made during inspection or landing shall not exceed:

9 % for non-freezer vessels;

4 % for non-pelagic freezer vessels;

### **6. By-catches**

The authorised by-catches are specified in the Fishing Datasheets which are part of this Protocol. Any vessel exceeding the authorised by-catch rates shall be liable to penalties.

### **7. Quarterly aggregated catch reporting**

- 7.1. The European Union shall notify Mauritania, in electronic form, and using the forms provided in Appendix 14, of the aggregated quantities caught by its vessels across all fishing categories by the end of each quarter for the preceding quarter.



- 7.2. The data shall be broken down by month, category of fishing, vessel and species.
- 7.3. The final statement of annual catches shall be the subject of an Agreement between the two parties in the Joint Committee.
- 7.4. The conversion factors applicable to pelagic fishing as regards without head/whole catches and/or eviscerated/whole catches is provided in Appendix 8.

## **8. Specific conditions applicable to tuna vessels**

- 8.1. Tuna vessels shall keep a log-book in accordance with the model in Appendix 5 to this Annex for each fishing period spent in Mauritanian waters. It shall be filled in even when no catches are made.
- 8.2. The fishing logbooks shall be transmitted in one of the following ways:
  - (a) when passing through a Mauritanian port, the original of each fishing logbook shall be submitted to the Mauritanian coast guard, which shall confirm receipt thereof in writing;
  - (b) when leaving the Mauritanian fishing zone without first passing through a Mauritanian port, the original of each fishing logbook shall be sent within a period of 14 days after arrival in any other port, and at all events within a period of 45 days after leaving the Mauritanian zone;
  - (c) within the same timeframe, the shipowner shall forward a copy of the log to the national authorities of its flag State and also to the European Union via the Delegation;
  - (d) Preferably, by e-mail, to the address given by Mauritania and listed in Appendix 12;
  - (e) or by fax, to the number given by Mauritania;
  - (f) or by letter sent to Mauritania;
- 8.3. Tuna vessels shall comply with all the recommendations adopted by the International Commission for the Conservation of Atlantic Tunas (ICCAT).

## CHAPTER V – Landings and transhipments

### 1. Landings

- 1.1. The demersal fleet shall be subject to a landing obligation.
- 1.2. Specific derogations shall be granted to the shrimp fleet at the shipowner's request during periods of hot weather, in particular August and September.
- 1.3. The landing obligation does not entail any storage or processing obligation.
- 1.4. The non-freezer pelagic fleet is subject to a landing obligation within the limits of the reception capacity of the processing units at Nouadhibou and actual market demand.
- 1.5. The last trip (the trip preceding the vessel's departure from Mauritanian fishing zones for a period lasting not less than three months) shall not be subject to the landing obligation. For shrimp trawlers this period shall be two months.
- 1.6. The master of a European Union vessel shall notify the port authorities of Nouadhibou (PAN) and the Mauritanian coast guard, by fax or e-mail with a copy to the European Union Delegation, at least 24 hours before landing, specifying the following:
  - (a) the name of the fishing vessel which is to land;
  - (b) the planned date and time of the landing;
  - (c) the quantity (expressed in kilograms of live weight of each species to be landed (identified by its FAO alpha 3 code)).
- 1.7. In response to the above notification the Mauritanian coast guard shall, within the next 12 hours, notify its consent to the master of the vessel or the master's agent by return fax or e-mail with a copy to the European Union Delegation.
- 1.8. European Union vessels landing at a Mauritanian port shall be exempt from all taxes or charges having an equivalent effect other than port fees and charges which apply on the same terms to Mauritanian vessels.
- 1.9. The fishery products landed shall be under customs control arrangements in accordance with Mauritanian legislation. They shall therefore be exempt from all customs procedures and duties or charges having an equivalent effect when they enter the Mauritanian port or at the time of export, and shall be treated as 'temporarily-admitted goods' (temporary storage).

- 1.10. Shipowners shall decide on the destination of their vessels' production. It may be processed, stored under customs control, sold in Mauritania or exported (in foreign currency).
- 1.11. Sales in Mauritania intended for the Mauritanian market shall be subject to the same charges and levies as Mauritanian fishery products.
- 1.12. Profits may be exported without additional charges (exemption from customs duties and charges having an equivalent effect).

## **2. Transhipment**

- 2.1. Any pelagic freezer trawler with the capacity to tranship, as attested by the certificate of conformity, is under the obligation to tranship at a dock or at buoy 10 within the Autonomous Port of Nouadhibou, with the exception of the last trip.
- 2.2. In the context of economic development projects reflecting the objectives of Article 7 of the Protocol, the Mauritanian authorities may consider changes to the arrangements for landings and transhipment operations. Both Parties shall discuss this issue within the Joint Committee.
- 2.3. European Union vessels transhipping at the Autonomous Port of Nouadhibou shall be exempt from all taxes or charges having an equivalent effect other than port fees and charges which apply on the same terms to Mauritanian vessels.
- 2.4. The last trip (the trip preceding the vessel's departure from Mauritanian fishing zones for a period lasting not less than three months) shall not be subject to the transhipment obligation.
- 2.5. The master of a European Union vessel shall notify the port authorities of Nouadhibou (PAN) and the Mauritanian maritime coast guard, by fax or e-mail with a copy to the European Union Delegation, at least 24 hours before landing, specifying the following:
  - (a) the name of the fishing vessel which is to tranship;
  - (b) the planned date and time of the transhipment;
  - (c) the quantity (expressed in kilograms of live weight of each species to be transhipped (identified by its FAO alpha 3 code)).

- 2.6. In response to the above notification the Mauritanian coast guard shall, within the next 12 hours, notify its consent to the master of the vessel or the master's agent by return fax or e-mail with a copy to the European Union Delegation.
- 2.7. Mauritania reserves the right to refuse transshipment if the carrier vessel has carried out illegal, undeclared or unregulated fishing inside or outside Mauritanian fishing zones.

## **Chapter VI – Monitoring**

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

- 1.1. Any entry into or departure from the Mauritanian fishing zone by an EU vessel holding a fishing authorisation must be notified to Mauritania at the latest 36 hours before entry or exit, with the exception of tuna seiners, pole-and-line tuna vessels and surface longliners, in respect of which this period is reduced to 6 hours.
- 1.2. When notifying its entry or exit, the vessel shall mention in particular:
- (a) name of the ship
  - (b) vessel call sign
  - (c) estimated date (dd/mm/yyyy), time (UTC) and crossing point (deg/min/sec)
  - (d) the quantity of each species held on board, as identified by its FAO alpha 3 code and expressed in kilograms of live weight or, if necessary, the number of individual fish
  - (e) the presentation of the products.
- 1.3. Notification shall be given preferably by e-mail or, failing that, by fax or radio, to an e-mail address, a telephone number or a frequency given by Mauritania, as indicated in Appendix 12. Mauritania will immediately confirm receipt of the notification by e-mail or fax.
- 1.4. This information regarding the entry and exit of vessels shall also be sent simultaneously to the European Union's Delegation to Mauritania, at the email address provided in Appendix 12.

- 1.5. Mauritania shall immediately inform the vessels concerned and the EU of any change to the e-mail address, telephone number or transmission frequency. These changes will be included, for the record, in the annex to the minutes of the Joint Committee following the change.
- 1.6. Any vessel found to be fishing in the Mauritanian fishing zone without having previously notified its presence shall be considered to be an unauthorised fishing vessel.
- 1.7. The entry and exit reports shall be kept on board the vessel for a period of at least one year following the date of notification.
- 1.8. During their presence in the Mauritanian fishing zone, European Union vessels shall regularly monitor international call frequencies (VHF Channel 16 or HF 2182 kHz).
- 1.9. On receipt of messages notifying exit from the fishing zone, the Mauritanian authorities reserve the right to decide whether to carry out a check prior to the departure of vessels, on the basis of sampling within Nouadhibou or Nouakchott port.
- 1.10. Those monitoring operations should not last for more than six hours for pelagics (category 6 and 7) or more than three hours for other categories.
- 1.11. Failure to comply with the provisions of the preceding points shall result in the following sanctions:
  - a) the first time:
    - the vessel shall be diverted, if possible,
    - the catch on board shall be landed and confiscated on behalf of the Public Treasury,
    - the vessel shall pay the minimum fine provided for under Mauritanian law;

- b) the second time:
  - the vessel shall be diverted, if possible,
  - the catch on board shall be landed and confiscated on behalf of the Public Treasury,
  - the vessel shall pay the maximum fine provided for under Mauritanian law,
  - the licence shall be revoked for the remainder of its period of validity;
- c) the third time:
  - the vessel shall be diverted, if possible,
  - the catch on board shall be landed and confiscated on behalf of the Public Treasury,
  - the licence shall be definitively revoked,
  - the master and the vessel shall be prohibited from fishing in Mauritania.

1.12. Should it not be possible to divert the offending vessel, the ministry shall inform the European Union and the flag Member State so that the penalties laid down in point 1.11 above may be applied.

## **2. Provisions relating to inspections at sea and in port**

- 2.1. Mauritania shall take the necessary measures to ensure that inspections at sea and in port carried out on board European Union vessels under this Agreement:
- (a) are performed by vessels and/or authorised Mauritanian coast guard staff who are clearly authorised and identified as being assigned by Mauritania for Mauritanian fisheries control. Each agent of the Mauritanian coast guard must be trained in fisheries control and must carry a service card issued by Mauritania, indicating his/her identity and qualification.
  - (b) under no circumstances compromise the safety of the vessel and crew.

- 2.2. For the purposes of inspections at sea, Mauritanian coast guard officials may not board the European Union vessel without prior notice being given by radio VHF or using the International Code of Signals. All methods of transport used for inspection must clearly and visibly display an official pennant or symbol indicating that it is engaged in fishery inspection on behalf of Mauritania.
- 2.3. The master of the European Union vessel shall allow the Mauritanian coast guard's staff to come on board and carry out their work and shall cooperate with the Mauritanian coast guard staff.
- 2.4. The inspection shall be carried out by a number of Mauritanian coast guard staff appropriate to the circumstances of the inspection, who shall provide proof of their identity and official position before carrying out the inspection.
- 2.5. Officials of the Mauritanian coast guard may examine all areas, equipment, fishing gear, catches, documents and records of transmissions which they consider to be necessary in order to verify compliance with this Agreement. They may also question the captain, crew members or any other person on board the vessel being inspected. They may take copies of any document considered to be relevant.
- 2.6. Officials from the Mauritanian coast guard may not interfere with the right of the captain of the European Union vessel to communicate with the owner and/or the authority of the flag State of the vessel.
- 2.7. Officials from the Mauritanian coast guard shall only stay on board the European Union vessel for the time necessary to carry out tasks linked to the inspection. In any event, the duration of an inspection shall not exceed 3 hours for pelagic vessels and 1½ h for other categories, unless absolutely necessary
- 2.8. Officials from the Mauritanian coast guard shall conduct the inspection in such a way that minimises the impact on the vessel, its fishing activity and cargo, and also on landing or transshipment operations.
- 2.9. Mauritania shall ensure that any complaint relating to the inspection of a European Union vessel is handled fairly and thoroughly in accordance with national law.
- 2.10. Mauritania may allow the EU to participate in the inspection at sea and in port as an observer.

- 2.11. At the end of each inspection, officials from the Mauritanian coast guard shall draw up an inspection report containing the result of the inspection, any alleged infringements and possible additional measures that could be taken by Mauritania.
- 2.12. The master of the European Union vessel has the right to include comments in the inspection report.
- 2.13. The inspection report must be signed by the official from the Mauritanian coast guard who drew up the report and also by the master of the European Union vessel. The signature of the master only provides acknowledgement of receipt of a copy of the report. Should the master refuse to sign the inspection report, the master must write the reasons for refusal in the inspection report with the statement 'refusal to sign'.
- 2.14. If the inspection report has been written by hand, the entries shall be made legibly and in indelible ink.
- 2.15. The officials from the Mauritanian coast guard shall provide a copy of the inspection report to the master of the European Union vessel before leaving the vessel. Mauritania shall send a copy of the inspection report to the European Union within a period of four days (inspections at sea) and 24 hours (inspections at port) following the inspection, irrespective of the outcome.

### **3. Mutual observation system for controls on land and at sea**

- 3.1. The Parties may decide to set up a mutual observation system for controls on land and at sea. To this end, they shall designate representatives who shall attend monitoring operations and inspections carried out by the respective national inspection authorities and may make observations on the implementation of this Protocol.
- 3.2. These representatives must possess:
  - a professional qualification,
  - appropriate experience in the fisheries field, and
  - thorough knowledge of the provisions of the Agreement and of this Protocol.
- 3.3. Inspections shall be carried out by the national inspection authorities and the representatives in attendance may not, on their own initiative, exercise the powers of inspection conferred on national officials.



- 3.4. When the representatives accompany national inspection officials, they shall have access to the vessels, premises and documents subject to inspection by those officials, in order to collect data (not containing named references) necessary for the accomplishment of their task.
- 3.5. The representatives shall accompany the national inspection authorities on their visits to the ports, on board ships in dock, to public auction houses, fish wholesalers' shops, cold stores and other premises for landing and stocking fish before it is placed on the market.
- 3.6. The representatives shall draw up and submit a report every four months detailing the inspections attended. This report shall be addressed to the competent authorities. A copy shall be supplied by those authorities to the other Contracting Party.
- 3.7. The Parties may decide to carry out at least two inspections each year, alternately in Mauritania and in Europe.
- 3.8. The representative on joint monitoring operations shall respect the plant and equipment on board the vessel, and any other installations, and also the confidentiality of all documents to which access is provided. The Parties agree to maintain the highest standards of confidentiality during such operations. The representative shall disclose information on the results of such operations solely to the competent authorities.
- 3.9. This programme shall be implemented in European Union ports of landing and in Mauritanian ports.
- 3.10. Each Party shall bear the costs of its representative on monitoring operations, including travel and board.

## **CHAPTER VII – Infringements**

### **1. Inspection report and statement of infringement**

- 1.1. Any alleged infringement by a European Union vessel must be based on objective and material findings made by officials of the Mauritanian coast guard concerning the facts of that infringement. There can be no presumption of an infringement.

- 1.2. The inspection report, which shall specify the circumstances and reasons leading to the infringement, must be signed by the master of the vessel, who may note any reservations; a copy of the report shall immediately be sent to the master by the Mauritanian coast guard, in accordance with paragraph 2.15 of Chapter VI. This signature shall not prejudice the rights of the master or any defence which he may make to the alleged infringement.
- 1.3. The statement of infringement shall be drawn up faithfully by the Mauritanian coast guard on the basis of any alleged infringements found and entered in the inspection report drawn up following checks on the vessel. It must be accompanied by all material evidence justifying, objectively, the reality of the infringement concerned.
- 1.4. The conformity of the vessel's characteristics ascertained during the technical inspection (chapter II) shall be taken into account during such checks.

## **2. Notification of the infringement**

- 2.1. In the event of an infringement, the Mauritanian coast guard shall, without delay, serve by post on the vessel's agent the statement relating to the infringement, together with the inspection report. The Mauritanian coast guard shall inform the European Union thereof without delay and forward the relevant documents to the EU.
- 2.2. In the event of an infringement which cannot be brought to an end at sea, the master, at the request of the Mauritanian coast guard shall take the vessel to the port of Nouadhibou (rerouting) and the Mauritanian coast guard shall inform the European Union thereof without delay. In the event of an infringement acknowledged by the master which can be brought to an end at sea, the vessel shall continue fishing. In both cases, the vessel shall continue fishing once the infringement is brought to an end.

## **3. Resolution of an infringement without re-routing**

- 3.1. In accordance with this Protocol infringements may be settled either out of court or by legal proceedings.
- 3.2. Prior to the resolution of the infringement and at the latest 24 hours after the infringement has been notified, the European Union shall receive from Mauritania all detailed information regarding the facts of the infringement and any action taken.

- 3.3. The Settlement Committee shall be convened by the Mauritanian coast guard. All information concerning out-of-court settlements or legal proceedings relating to infringements committed by European Union vessels shall be sent to the European Union as soon as possible. If necessary and by derogation granted by the Committee Chairman, the shipowner may be represented in the Settlement Committee by two persons. The shipowner may put forward its arguments and produce any additional information relating to the circumstances of the case.
- 3.4. The results of the Settlement Committee shall be notified as soon as possible to the shipowner or his representative and the EU, through the EU's Delegation.
- 3.5. Any fine must be paid by transfer no later than 30 days after the settlement. Where a vessel intends to leave the Mauritanian fishing zone, it may only do so once the payment has become effective. A Public Treasury receipt or, failing this, a SWIFT bank transfer certified by the Central Bank of Mauritania on non-working days, shall serve as proof of payment of the fine.
- 3.6. If the out-of-court proceedings have not reached a successful conclusion, the ministry shall refer the matter to the public prosecutor of Mauritania without delay. In the case of an injunction leading to a fine, the fine must be paid by transfer not later than 30 days after the injunction. A Public Treasury receipt or, failing this, a SWIFT bank transfer certified by the Central Bank of Mauritania on non-working days, shall serve as proof of payment of the fine.

#### **4. Resolution of an infringement with re-routing**

- 4.1. A vessel which has been rerouted after an infringement has been detected shall be kept in port until completion of the out-of-court proceedings.
- 4.2. Before any legal proceedings, attempts shall be made to resolve the alleged infringement out of court under the conditions laid down in paragraphs 3.3 to 3.5. This procedure shall be completed at the latest three days after the date of the start of the vessel's re-routing.
- 4.3. Prior to the out-of-court proceedings and no later than 48 hours after the rerouting has commenced, the European Union shall receive from Mauritania all detailed information regarding the facts of the infringement and any possible follow-up measures.

- 4.4. If the out-of-court proceedings have not reached a successful conclusion, the ministry shall refer the matter to the public prosecutor of Mauritania without delay. In the case of an injunction leading to a fine, the fine must be paid in accordance with paragraph 3.6.
- 4.5. In accordance with existing legislation, a bank security, established by the competent authority or the court with jurisdiction within 72 hours of the end of the out-of-court proceedings, and taking into account the costs given rise to by the boarding and the amount of the fines and compensation for which those responsible for the infringement are liable, shall be lodged by the shipowner. The bank security shall be irrevocable until the legal proceedings have been concluded. It shall be released once legal proceedings end without a conviction. Similarly, in the event of a conviction leading to a fine of less than the security lodged, the balance shall be released by the competent Mauritanian authorities.
- 4.6. The vessel shall be released:
- (a) once the obligations arising under the out-of-court procedure have been fulfilled, or
  - (b) when the bank security referred to in point 4.5 above has been lodged and accepted by the ministry, pending completion of the legal proceedings. A Public Treasury receipt or, failing this, a SWIFT bank transfer certified by the Central Bank of Mauritania on non-working days, shall serve as proof of payment of the security.

## **5. Exchanges of information on checks and infringements**

The two Parties undertake to strengthen the procedures necessary to ensuring continuous dialogue on supervisory measures taken, ongoing infringement cases, the results of out-of-court proceedings and legal proceedings and any difficulties linked to the performance of checks and follow-up action relating to infringement cases.

## **CHAPTER VIII – Satellite monitoring system (VMS)**

The satellite monitoring of European Union vessels shall be ensured by dual transmission based on a triangular system, as follows:

- (1) EU vessel – flag State FMC – Mauritanian FMC
- (2) EU vessel – Mauritanian FMC – Flag State FMC

In the event of any difficulties relating to the implementation of the triangular system, both parties shall, in the Joint Committee, take the measures necessary in order to ensure the resolution of these problems.

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

Whilst they are in the Mauritanian fishing zone, EU vessels holding a fishing licence must be equipped with a satellite monitoring system (Vessel Monitoring System – VMS) to enable automatic and continuous communication of their position, at all times, to the Fisheries Monitoring Centre (FMC) of their flag State.

## **2. Modalities of transmissions**

2.1. Each position message must contain the following information:

- (a) vessel identification;
- (b) the most recent geographical position of the vessel (longitude, latitude), with a margin of error of less than 500 metres, and with a confidence interval of 99 %;
- (c) the date and time the position is recorded;
- (d) the speed and the course of the vessel, and
- (e) comply with the format set out in Appendix 9 to this Annex.

2.2. The first position recorded after entry into the Mauritanian fishing zone is identified by the code 'ENT'. All subsequent positions shall be identified by the code 'POS', with the exception of the first position recorded after departure from the Mauritanian fishing zone, which shall be identified by the code 'EXI'.

2.3. The FMC of the flag State and the FMC of Mauritania 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.

## **3. Transmission by the vessel in the event of breakdown of the VMS system**

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

- 3.2. Where the continuous satellite monitoring equipment installed on board a fishing vessel develops a technical fault or breaks down, the master of the vessel shall transmit the information specified in point 2.1 to the FMC of the flag State in good time by email, radio or by fax. In those circumstances a global position report shall be sent every four hours. The FMC of the flag State shall send these messages immediately to the Mauritanian FMC.
- 3.3. In the event of a breakdown or malfunction in the on-board VMS, the master and/or owner shall ensure the VMS is repaired or replaced within a maximum of five days. Where this deadline is not met, the vessel in question must leave the Mauritanian fishing zone or return to a Mauritanian port. If the vessel makes a call at a Mauritanian port within those five days, it may only resume fishing activity in the Mauritanian fishing zone once its VMS is in perfect working order, unless Mauritania authorises otherwise. Where there is a serious technical problem requiring an additional period, an exception may be granted at the request of the master for a maximum of 15 days.
- 3.4. Following a technical failure in its VMS, a fishing vessel may only leave port:
- when the system is once again operational, to the satisfaction of the flag State, or
  - it receives authorisation from the flag State. In the latter case, the flag State shall inform Mauritania of its decision before the vessel leaves.

#### **4. Secure communication of position messages between the FMC of the flag State and Mauritania**

- 4.1. The FMC of the flag State shall automatically and without delay send the position messages of the vessels concerned to the FMC of Mauritania. The FMC of the flag State and the FMC of Mauritania shall exchange their respective contact e-mail addresses. They shall inform each other without delay of any change to these addresses.
- 4.2. The transmission of position messages between the FMCs of the flag State and Mauritania shall be carried out electronically using a secure communication system.

- 4.3. The FMC of Mauritania shall immediately inform the FMC of the flag State and the European Union of any interruption in receiving consecutive position messages from a vessel holding a fishing authorisation, where the vessel concerned has not notified its departure from the Mauritanian fishing zone.

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

- 5.1. Mauritania shall ensure the compatibility of its electronic equipment with that of the FMC of the flag State and inform the European Union immediately of any malfunction as regards the communication and receiving of position messages with a view to finding a technical solution as soon as possible. The Joint Committee shall deal with any possible dispute arising.
- 5.2. The master shall be considered responsible for any proven tampering with a vessel's VMS aimed at disturbing its operation or falsifying its position messages. Any infringement shall be subject to the penalties provided for by this Protocol.

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

- 6.1. On the basis of documentary evidence proving an infringement, Mauritania may ask the FMC of the flag State, copying in the EU, to reduce the interval for sending position messages from a vessel to every 30 minutes for a set period of investigation. This documentary evidence must be sent by Mauritania to the FMC of the flag State and the EU. The FMC of the flag State shall immediately send position messages to Mauritania at the new frequency.
- 6.2. At the end of the set investigation period, Mauritania shall inform the FMC of the flag State and the EU of any follow-up which is required.

# **CHAPTER IX – Signing-on of Mauritanian fishermen**

## **1. Required number of Mauritanian fishermen to be taken on board**

- 1.1. The fishing vessel owner shall take Mauritanian fishermen on board its European Union fishing vessel to work as crew members for the duration of the vessel's fisheries activities in the Mauritanian fishing zone.

- 1.2. The ministry shall establish and maintain, in compliance with international standards, a list of a sufficient number of suitably trained, certificated, experienced and able Mauritanian fishermen from which the owners of European Union fishing vessels shall select freely fishermen to be taken on board to work on their vessels in accordance with paragraph 1.1. This list shall be sent to the shipowners, the European Union and the flag Member States.
- 1.3. The minimum number of Mauritanian fishermen to be taken on board in accordance with paragraphs 1.1 and 1.2 shall be:
  - (a) for tuna-seiners, one per vessel;
  - (b) for pole-and-line tuna vessels, three per vessel;
  - (c) for shrimp vessels and demersal species, 60 % of the crew, rounded downwards, officers not being included in this figure;
  - (d) for all pelagic trawlers, 60 % of staff involved in production duties (factory, packaging and freezing), as indicated on the vessel's crew plan duly endorsed by the competent authority of the flag State.
- 1.4. If the fishing vessel owner takes Mauritanian trainee officers on board, their number shall be deducted from the minimum number of Mauritanian fishermen required in accordance with paragraph 1.3.
- 1.5. The owner of a fishing vessel referred to in paragraph 1.3, point d, shall be authorised to make use of the required number of Mauritanian fishermen in the context of a documented and planned on board/on land rotation system, allowing them to manage the fishing vessel responsibly and effectively, in accordance with the measures adopted by the flag State in accordance with both national and EU law.
- 1.6. The master shall keep a record of the fishermen working on board his vessel by means of a crew list duly signed by the master or another person authorised by the master. The crew list shall be kept up-to-date and detail per fisherman as a minimum:
  - (a) rank or rating;
  - (b) nationality;
  - (c) date and place of birth;
  - (d) nature and number of identity document.



- 1.7. Inspection on compliance with the requirements of paragraph 1 shall be based on the European Union fishing vessel's crew list at the time of inspection as drawn up and signed by the master or another person authorised by the master.

**2. Requirements for access of Mauritanian fishermen to European Union fishing vessels**

- 2.1. The ministry shall ensure that the list, referred to in paragraph 1.2, details per fisherman at least his name and given names, his date of birth, his place of birth, his fisherman's qualifications and documents, and his experience.
- 2.2. The ministry shall ensure that each fisherman, entered in the list, referred to in paragraph 1.2, complies at least with the following requirements: the fisherman:
- (a) is familiar with the basic security vocabulary in one of the following working languages: French, Spanish or English;
  - (b) holds a valid Mauritanian passport;
  - (c) holds a valid Mauritanian seaman's book or equivalent document;
  - (d) is in possession of a valid certificate stating that he has received basic training on safety at sea for staff of fishing vessels in accordance with current international standards;
  - (e) holds a valid medical certificate attesting to his fitness to perform his duties on board fishing vessels and that he does not suffer from any contagious diseases or disorders which could compromise the safety and health of other persons on board; the medical examination shall be conducted in accordance with international standards and include a radiographic examination for tuberculosis;
  - (f) holds a record, which may be included in the document referred to in paragraph 2.2, point c), detailing his acquired competences and for each fishing vessel he has served on, its name, its type, his rank or function on board, and the time of his service on board;
  - (g) holds an original duly signed copy of his fisher's work agreement;
  - (h) is in possession of any further documents required by the fishing vessel's flag State or the fishing vessel owner;

- 2.3. Each document referred to in paragraph 2.2, points c to h inclusive, shall be issued in the official language or languages of the Islamic Republic of Mauritania or the country of issue and shall include a translation of its text into English.
- 2.4. In accordance with current international standards, each document referred to in paragraph 2.2., points c to h, shall only be considered valid if it fully complies with paragraph 2.3. has been duly signed, has not expired at embarkation, and if the fishing vessel's flag State has ensured that the training or examination for which the document has been issued fully complies with the flag State's requirements.

For this purpose, officials appointed by the flag State shall be allowed by Mauritania to conduct on the latter's territory the necessary assessments and audits. In keeping with the principle of loyal cooperation, the Member States of the European Union shall cooperate with each other in carrying out the tasks arising from this paragraph in order to ease the administrative burden on the Islamic Republic of Mauritania.

- 2.5. Mauritanian fishermen shall present the documents detailed in paragraph 2.2 to the master at his request for inspection. The master shall be allowed to keep copies of the said documents for administrative purposes.
- 2.6. The owner of the fishing vessel, or the master on its behalf, has the right to refuse a Mauritanian fisherman permission to embark on board a EU fishing vessel if the requirements set out in paragraphs 2.2 to 2.4 have not been complied with.

### **3. Fundamental principles and rights at work**

- 3.1. Mauritanian fishermen taken on board European Union fishing vessels to work, their principals and the fishing vessel owners concerned shall be treated in accordance with the applicable legislation implementing the eight fundamental Conventions of the International Labour Organisation (ILO), which, according to the 1998 ILO Declaration on Fundamental Principles and Rights at Work, shall be promoted and realised by its Members. These Conventions concern the freedom of association and the effective recognition of the right to collective bargaining, the elimination of all forms of forced or compulsory labour, the effective abolition of child labour, and the elimination of discrimination in respect of employment and occupation.

- 3.2. Mauritanian seamen on board EU fishing vessels shall enjoy the protection of a written contract of employment, established pursuant to the law and applicable collective agreements and including details of working and living conditions on board.

#### **4. Temporarily permitted shortfall of Mauritanian fishermen on board**

- 4.1. European Union fishing vessels shall be permitted to sail with less than the minimum required number of Mauritanian fishermen as per paragraph 1 on board immediately after the competent authorities in the port of embarkation have been informed of the shortfall in cases where:
- (a) the list referred to in paragraph 1.2 has not been made available to the shipowner or its representative by the Mauritanian competent authority at the time of the recruitment of seamen;
  - (b) there is not a sufficient number of suitably trained, certificated experienced and able Mauritanian fishermen available through the list referred to in paragraph 1.2.;
  - (c) one or more Mauritanian fishermen, who arrive in time at the vessel, but who are refused permission to embark by the fishing vessel owner, or the master on its behalf, in accordance with paragraph 2.6;
  - (d) one or more Mauritanian fishermen signed to be taken on board the fishing vessel to work fail to report on board at the time announced for the vessel's departure. The competent authority at the port of embarkation shall immediately inform the Mauritanian coast guard and the Regional Maritime Directorate and shall send a copy of that notification without delay to the owner of the fishing vessel or the agent acting on its behalf.
- 4.2. If a Mauritanian fisherman taken on board to work on a European Union fishing vessel has to be brought ashore during the vessel's trip in the Mauritanian fishing zone for a reason or for reasons giving him the right of repatriation, the vessel may continue or resume its trip without replacing the fisherman concerned with a new Mauritanian fisherman.
- 4.3. For the purpose of paragraphs 4.1 and 4.2 inclusive, Mauritanian fishermen remaining ashore within a documented, scheduled on board/on shore rotation system as referred to in paragraph 1.6 shall be considered to be on board, provided signed copies of their fisher's work agreements are on board.

## **5. Fining of and punishment for other shortfall of Mauritanian fishermen on board**

- 5.1. If a fishing vessel owner fails to take on board the required number of Mauritanian fishermen in compliance with paragraph 1 for other reasons than those referred to in paragraph 4, the fishing vessel owner shall be obliged to pay a flat-rate fine of EUR 20 per missing Mauritanian fisherman per day of fishing in a Mauritanian fishing zone without the required number of Mauritanian fishermen on board.
- 5.2. A fine incurred under paragraph 5.1 shall be invoiced by the ministry to the fishing vessel owner and shall be based on the actual number of fishing days and not on the period of the licence.
- 5.3. The fishing vessel owner, or the agent acting on its behalf, shall pay the invoice referred to in paragraph 5.2 within three months after the failure referred to in paragraph 5.1 occurred or at a later date if such date is specified in the invoice. The amount due shall be paid into the account specified in Chapter I, General Provisions, of this Annex.
- 5.4. Recurring failure as referred to in paragraph 5.1 shall result in automatic suspension of the vessel's fishing licence until the required Mauritanian fishermen have been taken on board to work.
- 5.5. The money paid under paragraph 5.1 shall be used for the training of Mauritanian fishermen only, enrolled in the *Ecole nationale d'enseignement maritime et des pêches* (National college for maritime and fisheries education).

## **6. Information to be provided to the ministry**

- 6.1. Each European Union flag State shall inform the ministry, through a list established and maintained by the European Union, of its competent authority referred to in paragraph 2.4.
- 6.2. In view of paragraph 2.2. points d and h, the flag State shall duly inform the ministry through the European Union of its requirements concerning any further documents to be held by fishermen signed on or employed on board fishing vessels flying its flag.
- 6.3. The fishing vessel owner, or the agent acting on its behalf, shall keep the ministry informed of the Mauritanian fishermen taken on board his vessel to work by means of the crew list referred to in paragraph 1.7.

- 6.4. The ministry shall provide the fishing vessel owner, or the agent acting on its behalf, with a signed receipt immediately upon receipt of the information detailed in paragraph 6.3.
- 6.5. The owner of the fishing vessel, or the agent acting on its behalf, shall send a copy of the fisherman's work agreement to the ministry directly within two months after it has been signed.
- 6.6. The ministry shall provide the fishing vessel owner, or the agent acting on its behalf, with a signed receipt immediately upon receipt of the copy of the fisherman's work agreement in compliance with paragraph 6.5.
- 6.7. In the event of difficulty in implementing the provisions of this chapter, both Parties shall consult each other, including within the Joint Committee, in order to share all relevant information concerning implementation and in order to identify the most appropriate solutions in order to address these difficulties.

## **CHAPTER X – Scientific observers**

1. A system for scientific observation on board European Union vessels is hereby established.
2. For each fishing category the Parties shall designate at least two vessels per year which shall take on board a Mauritanian scientific observer, except for tuna seiners, which shall board observers at the request of the Ministry. There shall be only one scientific observer at a time per vessel.
3. The period spent on board a vessel by a scientific observer shall be the length of a trip. However, at the express request of one of the Parties, this embarkation may be spread over several trips depending on the average duration of the trips planned for a particular vessel.
4. The ministry shall inform the European Union of the names of designated scientific observers, provided with the requisite documents, at least seven working days before the scheduled date of their embarkation.
5. All costs arising out of the activities of scientific observers, including their salary, emoluments and allowances, shall be borne by the ministry.
6. The ministry shall make all necessary arrangements for the embarkation and landing of the scientific observer.

7. Scientific observers shall enjoy the same treatment on board as the vessel's officers.
8. Scientific observers shall be offered every facility needed to carry out their duties. The master shall give them access to the means of communication needed for the discharge of their duties, to documents directly concerned with the vessel's fishing activities, i.e. the fishing log, the supplementary fishing log and the navigation log, and to those parts of the vessel necessary to facilitate the exercise of their tasks as observer.
9. Scientific observers must report to the master of the designated vessel the day before the selected date of embarkation. Should the scientific observer not appear, the master of the vessel shall inform the ministry and the European Union. In this case the vessel shall be authorised to leave the port. However, the ministry may subsequently, without delay and at its own expense, arrange the boarding of a new scientific observer, without disrupting fishing by the vessel.
10. Scientific observers must have:
  - a professional qualification,
  - adequate fisheries experience, and thorough knowledge of the provisions of this Protocol.
11. Scientific observers shall ensure that European Union vessels operating in Mauritanian fishing zone comply with the terms of this Protocol.

They shall compile a report on this subject. In particular, they shall:

  - observe the fishing activities of the vessels;
  - check the position of vessels engaged in fishing operations;
  - perform biological sampling in the context of scientific programmes;
  - record particulars of the fishing gear and the mesh sizes of the nets used.
12. Observation shall be confined to fishing activities and related activities governed by this Protocol.

13. Scientific observers shall:
  - take all appropriate steps to ensure that the conditions of their boarding and presence on board the vessel neither interrupt nor hamper fishing operations;
  - use the instruments and procedures approved for measuring the mesh size of nets used under this Protocol; and
  - respect the material and equipment on board and the confidentiality of all documents belonging to the vessel.
14. At the end of the observation period and before leaving the vessel, the scientific observer shall draw up a report in accordance with the model in Appendix 11 to this Annex. The scientific observer shall sign it in the presence of the master, who may add or cause to be added to it any observations considered relevant, followed by the master's signature. A copy of the report shall be handed to the master of the vessel when the observer is put ashore as well as to the ministry and the European Union.

## **CHAPTER XI - Details of implementation of exploratory fishing**

1. The two parties shall decide jointly on (i) which European operators may practice exploratory fishing, (ii) the most favourable period for such fishing and (iii) the conditions applicable. To facilitate exploratory work by vessels, the ministry shall forward any available scientific data and other basic data. The two parties shall agree on the scientific protocol to be used as a basis for such exploratory fishing, and which shall be forwarded to the operators concerned.
2. The Mauritanian fishing sector shall be closely involved (coordination and dialogue on the conditions for implementing exploratory fishing).
3. The duration of the campaigns will be a minimum of three months and maximum of six months, unless modified by the parties by mutual agreement.
4. The European Union shall notify Mauritania of requests for licences for exploratory fishing. It shall provide a technical dossier specifying:
  - (a) the technical characteristics of the vessel;

- (b) the level of expertise of the vessel's officers as regards such fishing;
  - (c) the proposal for the technical parameters of the campaign (length, gear, exploration regions, etc.);
  - (d) the form of funding.
5. If necessary, Mauritania shall organise a dialogue regarding technical and financial aspects with the Commission, and possibly with the shipowners concerned.
6. Before the start of the exploratory fishing campaign, the EU vessel shall report to a Mauritanian port for inspections such as those provided for in points 6 of Chapter II of this Annex.
7. Before the start of the campaign, the vessel owners shall provide Mauritania and the European Union with:
- (a) a declaration of the catches already on board;
  - (b) the technical characteristics of the fishing gear to be used during the campaign;
  - (c) an assurance that they will comply with Mauritanian fisheries legislation.
8. During the campaign, the owners of the vessels concerned shall:
- (a) send to the ministry and to the European Union a weekly report on catches made per day and by haul, including a description of the campaign's technical parameters (position, depth, date and time, catches and other observations or comments);
  - (b) communicate the vessel's position, speed and heading by VMS;
  - (c) ensure that a scientific observer of Mauritanian nationality or chosen by the Mauritanian authorities is on board. The role of the observer will be to gather scientific information from the catches, as well as to sample the catches. Observers shall be treated in the same way as a ship's officer, and the shipowner shall cover their living costs during their stay on the vessel. The decision on the observer's time on board, the length of their stay and the boarding and landing harbour will be fixed in agreement with the Mauritanian authorities. Unless there is agreement between the parties to the contrary, the vessel will never be obliged to put into harbour more than once per two months,



- (d) submit their vessel to an inspection before leaving the Mauritanian fishing zone if requested to do so by the Mauritanian authorities,
  - (e) comply with Mauritanian regulations applicable to fisheries.
9. The catches, including by-catches, made during the scientific campaign shall remain the property of the shipowner, provided they comply with the provisions made to this end by the Joint Committee and the provisions of the scientific protocol.
10. The ministry shall appoint a contact person responsible for addressing any unforeseen problems that might hinder the development of the exploratory fishing.

## **APPENDIX**

1. Datasheets
2. Limits of the Mauritanian fishing zone
3. Fishing licence application form
4. Islamic Republic of Mauritania fishing logbook
5. ICCAT logbook for tuna fishing
6. Landing and transshipment declaration
7. Legislation in force on minimum sizes of catches kept on board
8. List of conversion factors
9. Communication of VMS messages to Mauritania
10. ERS protocol
11. Report of the scientific observer
12. Contact details for the competent European Union and Mauritanian authorities
13. Templates for quarterly catch declarations

# APPENDIX 1

## DATASHEETS

### FISHING CATEGORY 1: VESSELS FISHING FOR CRUSTACEANS OTHER THAN SPINY LOBSTER AND CRAB

#### 1. Fishing zone

Fishing is authorised to the west of a line defined as follows:

- (a) North of latitude 19°00'00"N, the line joining the following points:

20°46'30"N	17°03'00"W
20°40'00"N	17°08'30"W
20°10'12"N	17°16'12"W
19°35'24"N	16°51'00"W
19°19'12"N	16°45'36"W
19°19'12"N	16°41'24"W
19°00'00"N	16°22'00"W

- (b) South of latitude 19°00'00"N as far as 17°50'00"N, at 9 nautical miles calculated from the low-water mark.

- (c) South of latitude 17°50'00"N, at 6 nautical miles calculated from the low-water mark.

In the case of areas calculated on the basis of the low-water mark, the Joint Committee may replace the lines for delimiting zones with a series of geographical coordinates.

#### 2. Authorised gear

- Bottom shrimp trawl, including those fitted with a tickler chain or any other selective device.  
  
The tickler chain is an integral part of the rigging of shrimp trawlers equipped with outriggers. It consists of a single length of chain with links of no more than 12 mm in diameter fastened between the trawl boards ahead of the foot rope.
- The mandatory use of selective devices is subject to a decision of the Joint Committee based on a joint scientific, technical and economic assessment.
- Doubling of the cod-end is prohibited.
- Doubling of the twine forming the cod-end is prohibited.
- Protective aprons are authorised.

<b>3. Minimum authorised mesh</b>	
50 mm	
<b>4. Minimum Size</b>	
For deep-water shrimp, the minimum size is to be measured from the tip of the rostrum to the end of the tail. The tip of the rostrum is an extension of the carapace, which is situated in the anterior median portion of the cephalothorax.	
<ul style="list-style-type: none"> <li>– Deep-water shrimps: rose shrimp or gambas (<i>Parapeneus longirostrus</i>) 06 cm</li> <li>– Coastal shrimps: white shrimp, caramote prawn (<i>Penaeus notialis</i>) and common shrimp (<i>Penaeus kerathurus</i>) 200 indv/kg</li> </ul>	
The Joint Committee may determine the minimum size for species not listed above.	
<b>5. By-catches</b>	
Authorised	Not authorised
<ul style="list-style-type: none"> <li>• 15 % fish, of which 2 % payment in kind</li> <li>• 10 % crabs</li> <li>• 8 % cephalopods</li> </ul>	spiny lobsters
The Joint Committee may determine by-catch rates for species not listed above.	
<b>6. Fishing opportunities/fees</b>	
Period	Year
Total allowable catch (tonnes):	5 000
Fee	400 €t
	<p>The fee shall be calculated at the end of each period of two months in which the vessel is authorised to fish, taking into account the catches made during that period.</p> <p>The licence shall be granted on advance payment of EUR 1 000 per vessel, to be deducted from the total amount of the fee. The advance payment shall be made at the beginning of each two-month period in which the vessel is authorised to fish.</p> <p>The number of vessels authorised at the same time shall not exceed 25.</p>
<b>7. Biological rest periods</b>	
When necessary, periods of biological rest may be established on the basis of best scientific advice. Any change to the biological recovery period, on the basis of scientific advice, shall be notified to the European Union without delay.	
<b>8. Comments</b>	
The fees are fixed for the entire period of application of the Protocol.	

**FISHING CATEGORY 2:  
BLACK HAKE (NON-FREEZER) TRAWLERS AND BOTTOM LONGLINERS**

**1. Fishing zone**

(a) North of latitude 19°15'60" N, west of the line joining the following points:

20°46'30"N 17° 03'00"W  
20° 36'00"N 17° 11'00"W  
20° 36'00"N 17° 36'00"W  
20° 03'00"N 17° 36'00"W  
19° 45'70"N 17° 03'00"W  
19° 29'00"N 16° 51'50"W  
19° 15'60"N 16° 51'50"W  
19° 15'60"N 16° 49'60"W

(b) South of latitude 19°15'60"N as far as latitude 17°50'N, west of the 18-mile line from the low-water mark.

(c) South of latitude 17°50'N: west of the 12-mile line from the low-water mark.

In the case of areas calculated on the basis of the low-water mark, the Joint Committee may replace the lines for delimiting zones with a series of geographical coordinates.

**2. Authorised gear**

- Bottom-set longline.
- Bottom trawl for hake
- Doubling of the cod-end is prohibited.
  - Doubling of the twine forming the cod-end is prohibited.

**3. Minimum authorised mesh**

70 mm (trawl)

**4. Minimum Size**

For fish, the minimum size is to be measured from the tip of the snout to the end of the caudal fin (total length) (see Appendix 7).

The Joint Committee may determine the minimum size for species not listed above.

<b>5. By-catches</b>	
Authorised	Not authorised
Trawlers: 25 % fish Longliners: 50 % fish	Cephalopods and crustaceans
The Joint Committee may determine by-catch rates for species not listed above.	
<b>6. Fishing opportunities/fees</b>	
Period	Year
Total allowable catch (tonnes):	6 000
Fee	90 €/t
	<p>The fee shall be calculated at the end of each period of three months in which the vessel is authorised to fish, taking into account the catches made during that period.</p> <p>The licence shall be granted on advance payment of EUR 1 000 per vessel, to be deducted from the total amount of the fee. The advance payment shall be made at the beginning of each three-month period in which the vessel is authorised to fish.</p> <p>The number of vessels authorised at the same time shall not exceed 6.</p>
<b>7. Biological rest periods</b>	
Where appropriate the Joint Committee shall determine a biological recovery period based on the scientific opinion of the Joint Scientific Committee.	
<b>8. Comments</b>	
The fees are fixed for the entire period of application of the Protocol.	

**FISHING CATEGORY 3:  
VESSELS FISHING FOR DEMERSAL SPECIES OTHER THAN BLACK HAKE  
WITH GEAR OTHER THAN TRAWLS**

**1. Fishing zone**

- (a) North of latitude 19°48'50"N: 3 nautical miles from the Cap Blanc - Cap Timiris baseline;
- (b) South of latitude 19°48'50"N as far as latitude 19°21'N: west of longitude 16°45'W
- (c) South of latitude 19°21'N from the 3-mile line from the low-water mark.

In the case of areas calculated on the basis of the low-water mark, the Joint Committee may replace the lines for delimiting zones with a series of geographical coordinates.

**2. Authorised gear**

- Longline
- Fixed gillnets with a maximum depth of 7 m and a maximum length of 100 m Monofilament in polyamide is prohibited
- Handline
- Creels
- Seine for fishing for live bait

**3. Minimum authorised mesh**

- 120 mm for gillnets
- 20 mm for live-bait fishing nets

**4. Minimum Size**

For fish, the minimum size is to be measured from the tip of the snout to the end of the caudal fin (total length) (see Appendix 7)

The Joint Committee may determine the minimum size for species not listed above on the basis of scientific advice.

**5. By-catches**

Authorised	Not authorised
10 % of the total for the authorised target species or group of species (live weight)	

The Joint Committee may determine by-catch rates for species not listed above.

<b>6. Fishing opportunities/fees</b>	
Period	Year
Total allowable catch (tonnes):	3 000
Fee	105 €t
	<p>The fee shall be calculated at the end of each period of three months in which the vessel is authorised to fish, taking into account the catches made during that period.</p> <p>The licence shall be granted on advance payment of EUR 1 000 per vessel, to be deducted from the total amount of the fee. The advance payment shall be made at the beginning of each three-month period in which the vessel is authorised to fish.</p> <p>The number of authorised vessels fishing at the same time shall not exceed 6.</p>
<b>7. Biological rest periods</b>	
Where appropriate the Joint Committee shall determine a biological recovery period based on the scientific opinion of the Joint Scientific Committee.	
<b>8. Comments</b>	
<p>The fees are fixed for the entire period of application of the Protocol.</p> <p>Seines may be used only to fish for bait for use in line and creel fishing.</p> <p>Use of creels is authorised for no more than seven vessels of under 135 GT each.</p>	

## FISHING CATEGORY 4: TUNA SEINERS

<b>1. Fishing zone</b>	
(a) North of latitude 19°21'N: west of the 30-mile line from the Cap Blanc - Cap Timiris baseline (b) South of latitude 19°21'N: west of the 30-mile line from the low-water mark. In the case of areas calculated on the basis of the low-water mark, the Joint Committee may replace the lines for delimiting zones with a series of geographical coordinates.	
<b>2. Authorised gear</b>	
Seine	
<b>3. Minimum authorised mesh</b>	
--	
<b>4. Minimum Size</b>	
For fish, the minimum size is to be measured from the tip of the snout to the end of the caudal fin (total length).	
The Joint Committee may determine the minimum size for species not listed in Appendix 7.	
<b>5. By-catches</b>	
Authorised	Not authorised
-	Species other than the target species or group of species
The Joint Committee may determine by-catch rates for species not listed in the logbook adopted by ICCAT.	
<b>6. Fishing opportunities/fees</b>	
Reference tonnage	12 500 tonnes of catch of highly migratory and associated species
Number of vessels authorised	25 tuna seiners
Annual flat-rate fee	EUR 1 750 per tuna seiner vessel
Part calculated on catches	60 €t for the first and second years, 65 €t for the third year and 70 €t for the fourth year
<b>7. Biological rest periods</b>	
--	
<b>8. Comments</b>	
The fees are fixed for the entire period of application of the Protocol.	



**FISHING CATEGORY 5:  
POLE-AND-LINE TUNA VESSELS AND SURFACE LONGLINERS**

**1. Fishing zone**

**Surface longliners**

- (a) North of latitude 19°21'N: west of the 30-mile line from the Cap Blanc - Cap Timiris baseline
- (b) South of latitude 19°21'N: west of the 30-mile line from the low-water mark.

**Pole-and-line tuna vessels**

- (a) North of latitude 19°21'N: west of the 15-mile line from the Cap Blanc - Cap Timiris baseline
- (b) South of latitude 19°21'N: west of the 12-mile line from the low-water mark.

**Live-bait fishing**

- (a) North of latitude 19°48'50"N: west of the 3-mile line from the Cap Blanc - Cap Timiris baseline
- (b) South of latitude 19°48'50"N as far as latitude 19°21'N: west of longitude 16°45'W
- (c) South of latitude 19°21'N: west of the 3-mile line from the low-water mark.

In the case of areas calculated on the basis of the low-water mark, the Joint Committee may replace the lines for delimiting zones with a series of geographical coordinates.

**2. Authorised gear**

- Pole-and-line tuna vessels: Pole-and-line and trawl (for live bait fishing)
- Surface longliners: Surface longliners

**3. Minimum authorised mesh**

16 mm (live-bait fishing)

**4. Minimum Size**

For fish, the minimum size is to be measured from the tip of the snout to the end of the caudal fin (total length) (see Appendix 7)

The Joint Committee may determine the minimum size for species not listed in Appendix 7.

5. By-catches	
Authorised	Not authorised
--	Species other than the target species or group of species
The Joint Committee may determine by-catch rates for species not listed above.	
6. Fishing opportunities/fees	
Reference tonnage	7 500 tonnes of catch of highly migratory and associated species
Number of vessels authorised	15 pole-and-line tuna vessels or longliners
Annual flat-rate fee	<ul style="list-style-type: none"> <li>• EUR 2 500 per pole-and-line tuna vessel and</li> <li>• EUR 3 500 per surface long-liner</li> </ul>
Part calculated on catches	60 €t for the first and second years, 65 €t for the third year and 70 €t for the fourth year
7. Biological rest periods	
--	
8. Comments	
<p>The fees are fixed for the entire period of application of the Protocol.</p> <p><b>Live-bait fishing</b></p> <ul style="list-style-type: none"> <li>– Fishing for live bait will be limited to a number of days per month to be laid down by the Joint Committee. The start and end of such fishing must be notified to the Mauritanian coast guard.</li> <li>– The Parties shall agree on the practical arrangements to allow this category to fish or collect the live bait needed for fishing by these vessels. Should such activities be carried out in sensitive areas or with non-conventional gear, these arrangements shall be laid down on the basis of IMROP recommendations and in agreement with the Mauritanian coast guard.</li> </ul> <p><b>Sharks</b></p> <p>In accordance with the relevant ICCAT and FAO recommendations, fishing for the basking shark (<i>Cetorhinus maximus</i>), white shark (<i>Carcharodon carcharias</i>), sand tiger shark (<i>Carcharias taurus</i>) and tope shark (<i>Galeorhinus galeus</i>) is prohibited.</p> <p>In accordance with ICCAT recommendations 04-10 and 05-05 concerning the conservation of sharks caught in association with fisheries managed by ICCAT.</p>	

**FISHING CATEGORY 6:  
PELAGIC FREEZER TRAWLERS**

**1. Fishing zone**

Fishing is authorised to the west of a line defined as follows:

a) North of latitude 19°00'00"N, the line joining the following points:

20°46'30"N	17°03'00"W
20°36'00"N	17°11'00"W
20°36'00"N	17°30'00"W
20°21'50"N	17°30'00"W
20°10'00"N	17°35'00"W
20°00'00"N	17°30'00"W
19°45'00"N	17°05'00"W
19°00'00"N	16°34'50"W
19°00'00"N	16°39'50"W

b) South of latitude 19°00'00"N as far as 17°30'00"N, at 20 nautical miles calculated from the low-water mark.

c) South of latitude 17°30'00"N, the line joining the following points:

17°30'00"N	16°17'00"W
17°12'00"N	16°23'00"W
16°36'00"N	16°42'00"W
16°13'00"N	16°40'00"W
16°04'00"N	16°41'00"W

In the case of areas calculated on the basis of the low-water mark, the Joint Committee may replace the lines for delimiting zones with a series of geographical coordinates.

**2. Authorised gear**

Pelagic trawl

The bag of the trawl may be strengthened with a piece of netting with a minimum mesh size of 400 mm of stretched mesh and by straps placed at least 1.5 metres apart, except for the strap at the back of the trawl which may not be placed less than 2 metres from the window in the bag. Strengthening or doubling the bag by any other means is prohibited and the trawl may in no case target species other than the small pelagic species authorised.

**3. Minimum authorised mesh**

40 mm

**4. Minimum Size**

For fish, the minimum size is to be measured from the tip of the snout to the end of the caudal fin (total length) (see Appendix 7).

The Joint Committee may determine the minimum size for species not listed above.

<b>5. By-catches</b>	
Authorised	Not authorised
3 % of the total for the authorised target species or group of species (live weight)	Crustaceans or cephalopods except squid
The Joint Committee may determine by-catch rates for species not listed in Appendix 7.	
<b>6. Fishing opportunities/fees</b>	
Period	Year
Total allowable catch (tonnes):	225 000 tonnes, which may be exceeded by a margin of 10% without any impact to the financial contribution paid by the European Union for access
Fee	123 €t
	<p>The fee shall be calculated at the end of each period of three months in which the vessel is authorised to fish, taking into account the catches made during that period.</p> <p>The licence shall be granted on advance payment of EUR 5 000 per vessel, to be deducted from the total amount of the fee. The advance payment shall be made at the beginning of each three-month period in which the vessel is authorised to fish.</p> <p>The number of vessels authorised at the same time shall not exceed 19.</p>
<b>7. Biological rest periods</b>	
A biological recovery period may be agreed by the Parties within the Joint Committee on the basis of the scientific advice of the Joint Scientific Committee.	
<b>8. Comments</b>	
<p>The fees are fixed for the entire period of application of the Protocol.</p> <p>The conversion factors for small pelagic species are specified in Appendix 8.</p> <p>Unused category 8 fishing opportunities may be used at a rate of a maximum of 2 licences per month.</p>	

**FISHING CATEGORY 7:  
NON-FREEZER PELAGIC VESSELS**

**1. Fishing zone**

Fishing is authorised to the west of a line defined as follows:

a) North of latitude 19°00'00"N, the line joining the following points:

20°46'30"N	17°03'00"W
20°36'00"N	17°11'00"W
20°36'00"N	17°30'00"W
20°21'50"N	17°30'00"W
20°10'00"N	17°35'00"W
20°00'00"N	17°30'00"W
19°45'00"N	17°05'00"W
19°00'00"N	16°34'50"W
19°00'00"N	16°39'50"W

b) South of latitude 19°00'00"N as far as 17°30'00"N, at 20 nautical miles calculated from the low-water mark.

c) South of latitude 17°30'00"N, the line joining the following points:

17°30'00"N	16°17'00"N
17°12'00"N	16°23'00"N
16°36'00"N	16°42'00"N
16°13'00"N	16°40'00"N
16°04'00"N	16°41'00"N

In the case of areas calculated on the basis of the low-water mark, the Joint Committee may replace the lines for delimiting zones with a series of geographical coordinates.

**2. Authorised gear**

Pelagic trawl and purse seine for industrial fishing:

The bag of the trawl may be strengthened with a piece of netting with a minimum mesh size of 400 mm of stretched mesh and by straps placed at least 1.5 metres apart, except for the strap at the back of the trawl which may not be placed less than 2 metres from the window in the bag. Strengthening or doubling the bag by any other means is prohibited and the trawl may in no case target species other than the small pelagic species authorised.

**3. Minimum authorised mesh**

40 mm for trawls and 20 mm for seines.

**4. Minimum Size**

For fish, the minimum size is to be measured from the tip of the snout to the end of the caudal fin (total length). (see Appendix 7).

The Joint Committee may determine the minimum size for species not listed above.

<b>5. By-catches</b>	
Authorised	Not authorised
3 % of the total for the authorised target species or group of species (live weight)	Crustaceans or cephalopods, except squid
The Joint Committee may determine by-catch rates for species not listed above.	

<b>6. Fishing opportunities/fees</b>	
Total allowable catch (tonnes):	15 000 tonnes per year If these fishing opportunities are utilised, they shall be deducted from the total allowable catch provided for in in category 6.
Period	Year
Fee	123 €t
	The fee shall be calculated at the end of each period of three months in which the vessel is authorised to fish, taking into account the catches made during that period.  The licence shall be granted on advance payment of EUR 5 000, to be deducted from the total amount of the fee. The advance payment shall be made at the beginning of each three-month period in which the vessel is authorised to fish.  The number of vessels authorised at the same time shall not exceed 2, equivalent to two quarterly licences for pelagic freezer trawlers of category 6.
<b>7. Biological rest periods</b>	
A biological recovery period may be agreed by the Parties within the Joint Committee on the basis of the scientific opinion of the Joint Scientific Committee.	
<b>8. Comments</b>	
The fees are fixed for the entire period of application of the Protocol.  The conversion factors for small pelagic species are specified in Appendix 8.	

**FISHING CATEGORY 8:  
CEPHALOPODS**

<b>1. Fishing zone</b>		
p.m.		
<b>2. Authorised gear</b>		
p.m.		
<b>3. Minimum authorised mesh</b>		
p.m.		
<b>4. By-catches</b>		
Authorised	Not authorised	
p.m.	p.m.	
<b>5. Authorised tonnage/fees</b>		
Period	Year 1	Year 2
Volume of authorised catches (in tonnes)	p.m.	p.m.
Fee	p.m.	p.m.
<b>6. Biological rest periods</b>		
p.m.		
<b>7. Comments</b>		
p.m.		

## APPENDIX 2

### LIMITS OF THE MAURITANIAN FISHING ZONE

Southern boundary	16°04 N	19°33.5 W
Coordinates	16°17 N	19°32.5 W
Coordinates	16°28.5 N	19°32.5 W
Coordinates	16°38 N	19°33.2 W
Coordinates	17°00 N	19°32.1 W
Coordinates	17°06 N	19°36.8 W
Coordinates	17°26.8 N	19°37.9 W
Coordinates	17°31.9 N	19°38 W
Coordinates	17°44.1 N	19°38 W
Coordinates	17°53.3 N	19°38 W
Coordinates	18°02.5 N	19°42.1 W
Coordinates	18°07.8 N	19°44.2 W
Coordinates	18°13.4 N	19°47 W
Coordinates	18°18.8 N	19°49 W
Coordinates	18°24 N	19°51.5 W
Coordinates	18°28.8 N	19°53.8 W
Coordinates	18°34.9 N	19°56 W
Coordinates	18°44.2 N	20°00 W
Coordinates	19°00 N	19°43 W
Coordinates	19°23 N	20°01 W
Coordinates	19°30 N	20°04 W
Coordinates	20°00 N	20°14.5 W
Coordinates	20°30 N	20°25.5 W
Northern boundary	20°46 N	20°04.5 W



## APPENDIX 3

### FISHING LICENCE APPLICATION FORM

#### I - APPLICANT

1. Name of shipowner: .....
2. Address of shipowner: .....
3. Telephone :..... Fax: ..... e-mail: .....
4. Name of the shipowner's association or agent: .....
5. Address of the shipowner's association or agent: .....  
.....
6. Telephone :..... Fax: .....email :.....
5. Name of master: ..... Nationality : .....

#### II – VESSEL AND IDENTIFICATION

1. Vessel name: .....
2. Flag State: .....
3. External registration number: .....
4. CFR number: .....
5. IMO No (if applicable) .....
4. Home port:.....
5. Year and place of construction: .....
6. Radio call sign: ..... Call frequency: .....
7. Hull construction material:            Steel       Wood             Polyester-      Other
8. VMS transponder: Serial No.: .....
- Model(s): .....
- Satellite operator(s): .....



# APPENDIX 4 FISHING LOG

## ISLAMIC REPUBLIC OF MAURITANIA

### FISHING LOG

Name of vessel (1) .....

Left (4).....

Date (6)

Day

Mont

Year

Time

Call sign (2).....

Name of master (3).....

Date (6)

Returned (5).....

Fishing gear (7)

Gear code (8)

Mesh size (9)

Gear measurements (10)

ITEM No 1	
--------------	--

SECTION No 2		SECTION No 4																		
Date (12)	Statistical sector (13)	Number of fishing operations (14)	Duration of fishing (hours) (15)	HEADING No 3: Delete list A or B (whichever is unused) Estimate of quantities caught per species: (in kg) (16) (or comments if fishing is interrupted)											Total catch weight (kg) (17)	Total weight of fish (kg) (18)	Total weight of fish meal (kg) (19)			
				Horse mackerel A	Sardines	Sardineellas	American plaice	Mackerel	Scabbard fish	Tunas	Hake	Redbream	Squid	Cuttlefishes	Octopus	Shrimps	Spiny lobster	Other fish		

## APPENDIX 5 - ICCAT LOGBOOK FOR TUNA FISHERY

Name of vessel: .....	Gross tonnage: .....	Month	Day	Year	Port
Flag country:	Capacity – (M.T.):	Vessel DEPARTED:			
Registration No: .....	Master: .....	Vessel RETURNED:			
Shipowner: .....	No. of crew: .....				
Address: .....	Reporting date: .....			No of fishing days:	
	(Reported by): .....			No of sets made:	Trip number:

Date		Sector		Catches														
				Latitude N/S	Longitude E/W	Surface water temp (°C)	Fishing effort No of hooks used	Bluefin tuna <i>Thunnus thynnus or maccoyii</i>	Yellowfin tuna <i>Thunnus albacares</i>	Bigeye tuna <i>Thunnus obesus</i>	(Albacore) <i>Thunnus alalunga</i>	(Swordfish) <i>Xiphias gladius</i>	(Strip marlin) (White marlin) <i>Tetrapturus audax or albidus</i>	(Black marlin) <i>Makaira Indica</i>	(Sailfish) <i>Istiophorus albicans or platypterus</i>	(Skipjack) <i>Katsuwonus pelamis</i>	Miscellaneous fish	
Month	Day					Number	weight kg	Number	kg	Number	kg	Number	kg	Number	kg	Number	kg	





GIVE WEIGHT IN KG

Species	Commercial grade	Presentation	Net weight	Selling price	Currency	Species	Commercial grade	Presentation	Net weight	Selling price	Currency
(B)	(C)	(D)	(E)	(F)	(G)	(B)	(C)	(D)	(E)	(F)	(G)

## APPENDIX 7

### Legislation in force on minimum sizes of catches kept on board

#### 'Section III: Minimum sizes and weights of species

8. The minimum dimensions of species must be measured:

- for fish, from the tip of the snout to the end of the caudal fin (total length);
- for cephalopods, the length of the body alone (mantle) without tentacles;
- for crustaceans, from the tip of the rostrum to the end of the tail.

The tip of the rostrum is an extension of the carapace, which is situated in the anterior median portion of the cephalothorax. For pink spiny lobster, the middle of the concave portion of the carapace situated between the two frontal horns must be chosen as the reference point.

9. The minimum sizes and weights of the saltwater fish, cephalopods and crustaceans which may be fished are:

(d) For saltwater fish:

- |   |       |
|---|-------|
| – Sardinella ( <i>Sardinella aurita</i> and <i>Sardinella maderensis</i> )                      | 18 cm |
| – Sardine ( <i>Sardina pilchardus</i> )   | 16 cm |
| – Scads and horse mackerels ( <i>Trachurus</i> spp.)  | 19 cm |
| – Yellow horse mackerel ( <i>Decapturus rhonchus</i> )  | 19 cm |
| – Chub mackerel ( <i>Scomber japonicus</i> )  | 25 cm |
| – Gilt-head seabream ( <i>Sparus auratus</i> )  | 20 cm |
| – Blue-spotted seabream ( <i>Sparus coeruleostictus</i> )                                       | 23 cm |
| – Red-banded seabream ( <i>Sparus auriga</i> ), red porgy ( <i>Sparus pagrus</i> )              | 23 cm |
| – Dentex ( <i>Dentex</i> spp.)  | 15 cm |
| – Red pandora ( <i>Pagellus bellottii</i> ), axillary seabream ( <i>Pagellus acarne</i> )       | 19 cm |
| – Rubberlip grunt ( <i>Plectorhynchus mediterraneus</i> )                                       | 25 cm |
| – Black grouper   | 25 cm |
| – Brown meagre ( <i>Sciana umbra</i> )  | 25 cm |
| – Meagre ( <i>Argirosomus regius</i> ) and cassava croaker ( <i>Pseudolithus senegalensis</i> ) | 70 cm |



- Groupers (*Epinephelus mario*) 40 cm
- Bluefish (*Pomatomus saltator*) 30 cm
- West African goatfish (*Pseudupeneus prayensis*) 17 cm
- Mulletts (*Mugil spp.*) 20 cm
- Smoothhound, barbeled houndshark (*Mustellus mustellus*, *Leptocharias smithi*) 60 cm
- Sea spotted bass (*Dicentrarchus punctatus*) 20 cm
- Tongue-sole (*Cynoglossus canariensis*, *Cynoglossus monodi*) 20 cm
- Tongue-sole (*Cynoglossus cadenati*, *Cynoglossus senegalensis*) 30 cm
- Hake (*Merluccius spp.*) 30 cm
- (e) For cephalopods:
  - Octopus (*Octopus vulgaris*) 500 g (eviscerated)
  - Squid (*Loligo vulgaris*) 13 cm
  - Cuttlefish (*Sepia officinalis*) 13 cm
  - African cuttlefish (*Sepia bertheloti*) 07 cm
- (f) For crustaceans:
  - Royal spiny lobster (*Panulirus regius*) 21 cm
  - Pink spiny lobster (*Palinurus mauritanicus*) 23 cm
  - Deepwater rose shrimps (*Parapenaeus longirostris*) 06 cm
  - Red crab (*Geryon maritae*) 06 cm
  - Southern pink shrimp, caramote prawn (*Penaeus notialis*, *Penaeus kerathurus*) 200 indiv/kg

## **APPENDIX 8**

### **List of conversion factors**

#### **CONVERSION RATE TO BE APPLIED TO FINISHED FISHERIES PRODUCTS OBTAINED FROM SMALL PELAGICS PROCESSED ON BOARD TRAWLERS**

Production	Processing method	Conversion rate
Sardinella		
Without head	Hand cutting	1.416
Without head, eviscerated	Hand cutting	1.675
Without head, eviscerated	Machine cutting	1.795
Mackerel		
Without head	Hand cutting	1.406
Without head, eviscerated	Hand cutting	1.582
Without head	Machine cutting	1.445
Without head, eviscerated	Machine cutting	1.661
Scabbard fish		
Without head, eviscerated	Hand cutting	1.323
Slices	Hand cutting	1.340
Without head, eviscerated (special cut)	Hand cutting	1.473
Pilchard		
Without head	Hand cutting	1.416
Without head, eviscerated	Hand cutting	1.704
Without head, eviscerated	Machine cutting	1.828

Horse mackerel		
Without head	Hand cutting	1.570
Without head	Machine cutting	1.634
Without head, eviscerated	Hand cutting	1.862
Without head, eviscerated	Machine cutting	1.953

NB: For processing fish into meal, the applicable conversion rate is 5.5 tonnes of fresh fish to 1 tonne of meal.

## APPENDIX 9

### Communication of VMS messages to Mauritania

#### **POSITION REPORT**

Data Element	Code number	Mandatory/Optional	Comments
Start record	SR	M	System detail – indicates start of record
Addressee	AD	M	Message detail – recipient. Alpha 3 ISO country code
From	FS	M	Message detail – sender. Alpha 3 ISO country code
Type of message	TM	M	Message detail - Message type 'POS'
Radio call sign	RC	M	Vessel detail – international radio call sign of vessel
Contracting party internal reference number	IR	O	Unique contracting party number as flag State ISO-3 code followed by number)
External registration number	XR	O	Vessel detail – number marked on side of vessel
Flag State	FS	O	Flag State detail
Latitude	LA	M	Vessel position detail – position in degrees and minutes N/S DDMM (WGS-84)
Longitude	LO	M	Vessel position detail – position in degrees and minutes E/W DDMM (WGS-84)
Date	DA	M	Vessel position detail – date of record of UTC position (YYYYMMDD)
Time	TI	M	Vessel position detail – time of record of UTC position (HHMM)
End record	ER	M	System detail - indicates end of record

Character set: ISO 8859.1

Each data transmission is structured as follows:

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

a double slash (//) and a code indicate the start of a data element;

a single slash (/) separates the code and the data;

pairs of data are separated by a space;

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

Optional data elements have to be inserted between the start and end of the record.

## **APPENDIX 10**

### **PROTOCOL FOR THE MANAGEMENT AND IMPLEMENTATION OF THE ELECTRONIC SYSTEM FOR COMMUNICATING DATA RELATING TO FISHING ACTIVITY (ERS SYSTEM)**

#### *General provisions*

1. All EU fishing vessels must be equipped with an electronic system, hereinafter referred to as an 'ERS', capable of recording and transmitting data on the vessel's fishing activities, hereinafter referred to as 'ERS data', when the vessel is operating in the Mauritanian fishing zone.
2. An EU vessel that is not equipped with an ERS, or whose ERS is not working, shall not be authorised to enter the Mauritanian fishing zone in order to engage in fishing activities.
3. ERS data shall be transmitted in accordance with the procedures of the flag State, from the vessel to the FMC of the flag State.
4. The FMC of the flag State shall transmit instant messages from the vessel (COE, COX, PNO) automatically and without delay to the FMC in Mauritania. Daily catch declarations (FAR) shall be made available automatically and without delay to the FMC in Mauritania.
5. The flag State and Mauritania shall ensure that their CSCPs have the necessary IT equipment and software to automatically transmit ERS data in XML format, available on the website of DG Maritime Affairs and Fisheries, 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 years.
6. Any change or update to this format shall be identified and dated and must be operational six months after its introduction.
7. 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).
8. The flag State and Mauritania shall each designate an ERS correspondent who will act as the point of contact.

9. ERS correspondents shall be designated for a minimum period of six months.
10. The FMC of the flag State and that of Mauritania shall notify each other of the contact details (name, address, telephone and telex numbers and emails) of their ERS correspondents, once the ERS system is operational. Any changes to the contact details of the ERS correspondent must be notified immediately.

***Producing and sending ERS data***

11. EU fishing vessels must:
  - (a) draw up ERS data on a daily basis for each day spent in the Mauritanian fishing zone;
  - (b) record, for each seine or trawl tow or set of a longline, the quantities of each species caught and retained on board as a target species and bycatch, or rejected;
  - (c) for each species identified in the fishing authorization issued by Mauritania, also declare zero catches;
  - (d) identify each species using its FAO alpha-3 code;
  - (e) express the quantities in kilograms of live weight or, where necessary, the number of individual fish;
  - (f) record by species in the ERS data the quantity transhipped and/or unloaded;
  - (g) record, in the ERS data, a specific message declaring the quantities held on board of each species specified in the fishing authorisation issued by Mauritania at each entry into (COE) or exit from (COX) the Mauritania fishing zone;
  - (h) provide daily transmissions of ERS data to the FMC of the flag State as referred to in paragraph 4, electronically and in XML format, at 23:59 hours UTC at the latest.
12. The master is responsible for the accuracy of the ERS data recorded and sent.
13. The FMC of the flag State shall provide the Mauritanian FMC automatically and as soon as possible with the ERS data, in the XML format referred to in paragraph 4.
14. The Mauritanian FMC shall confirm that it has received the ERS data by means of a return message.
15. It shall also 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***

16. The flag State shall without delay inform the master and/or owner of a vessel flying its flag, or their representative, 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.
17. The flag State shall inform Mauritania of the failure detected and the corrective measures taken.
18. 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 working days. If the vessel makes a call at a Mauritanian port within those 10 days, it may only resume fishing activity in the Mauritanian fishing zone once its ERS is in perfect working order, unless Mauritania authorises otherwise.
19. Following a technical failure in its ERS, a fishing vessel may only leave port:
  - (a) when the system is once again operational, to the satisfaction of the flag State, or
  - (b) beforehand, if it receives authorisation from the flag State. In the latter case, the flag State shall inform Mauritania of its decision before the vessel leaves.
20. Any EU vessel operating in the Mauritanian fishing zone using a defective ERS system shall transmit its ERS data, on a daily basis and by 23:59 hours UTC, to the FMC of the flag State by any other electronic communication means available.
21. The ERS data referred to in paragraph 11 which could not be made available to Mauritania owing to a failure shall be transmitted to by the FMC of the flag State to the Mauritanian flag State by another mutually agreed form of electronic communication, This alternative transmission shall be considered priority, it being understood that it may not be possible to comply with the transmission deadlines usually applicable.
22. If the Mauritanian FMC does not receive ERS data from a vessel for three consecutive days, Mauritania may instruct the vessel to immediately call at a port of its choosing in order to investigate,

***FMC failure – ERS data not received by Mauritanian FMC***

23. If a FMC does not receive ERS data, its ERS correspondent shall inform the ERS correspondent of the other FMC without delay and, if necessary, cooperate for as long as is needed to resolve the problem.

24. The FMC of the flag State and the FMC of Mauritania shall mutually agree on the alternative electronic means to be used in order to transmit ERS data in the event of a FMC failure, and shall immediately inform one another of any changes.
25. If the Mauritanian FMC reports that ERS data have not been received, the FMC of the flag State shall identify the causes of the problem and take appropriate measures in order to resolve it. The FMC of the flag State shall inform the Mauritanian FMC and the EU of the outcome of its analysis and measures taken within 24 hours.
26. If more than 24 hours are required to resolve the problem, the FMC of the flag State shall transmit the missing ERS data to the Mauritanian CSCP without delay via the alternative electronic means referred to in point 24.
27. Mauritania shall inform its competent inspection services so that EU vessels are not considered to be in breach of their obligation to transmit ERS data owing to the technical failure of a FMC.

#### *FMC maintenance*

28. Planned maintenance of an FMC (maintenance programme) which may affect the exchange of ERS data must be notified at least 72 hours in advance to the other FMC, indicating, where possible, the date and duration of the maintenance work. Information on unplanned maintenance work shall be sent to the other FMC as soon as possible.
29. 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.
30. If the maintenance work takes more than 24 hours, the ERS data shall be sent to the other FMC using the alternative means of electronic communication referred to in point 24.
31. Mauritania shall inform its competent inspection services so that EU vessels are not considered to be in breach of their obligation to transmit ERS data owing to the maintenance of a FMC.



## APPENDIX 11

### REPORT OF THE SCIENTIFIC OBSERVER

Name of observer: .....

Vessel: ..... Nationality: .....  
 Number and port of registration: .....  
 Identity marking: ....., tonnage: ..... GT, Power: ..... HP  
 Licence: ..... No° : ..... Type: .....  
 Name of master: ..... Nationality: .....

Observer boarded: Date: ....., Port: .....  
 Observer disembarked: Date: ....., Port: .....

Authorised fishing method.....  
 Gear used: .....  
 Mesh size and/or dimensions: .....  
 Fishing zones: .....  
 Distance from coast: .....  
 Number of Mauritanian crew on board: .....  
 Declared entry into .../.../... and departure .../.../... from the fishing zone

Observer's estimate						
Overall production (kg):....., declared in fishing log/logbook: .....						
By-catches: species ....., estimated: .....%						
Discards: species: ....., Quantity (kg): .....						
Species retained						
Quantity (kg)						
Species retained						
Quantity (kg)						

Observer's findings:		
Nature of findings	Date	position

Observer's comments (general):.....  
.....  
.....  
.....

Done at ....., on .....

Observer's signature.....

Master's	comments
.....	.....
.....	.....
.....	.....
Copy of report received on (date)...	Master's signature.....

Report forwarded to .....

Capacity: .....

## **APPENDIX 12**

### **CONTACT DETAILS FOR THE COMPETENT EUROPEAN UNION AND MAURITANIAN AUTHORITIES**

**The contact details for the various bodies listed below will be forwarded by both parties at the first Joint Committee meeting.**

#### **➤ EUROPEAN UNION**

- European Commission – Directorate-General for Maritime Affairs and Fisheries (DG MARE)
- European Union Delegation - Nouakchott (Mauritania)

#### **➤ MAURITANIA**

Ministry for Fisheries and the Maritime Economy

- Mauritanian Coast Guard
- Regional Maritime Directorates





Tuna vessels

<u>APPD - Union Européenne/Mauritanie</u>																						
<u>ANNEE : [à compléter]</u>						<u>TRIMESTRE : [à compléter]</u>																
Déclaration de captures (Catégorie : [à compléter])																						
Nom du Navire : [à compléter]																						
Etat de pavillon : [à compléter]																						
métier pratiqué: [à compléter]																						
<i>Captures exprimées en Kg</i>																						
Mois	nombre de jours de pêche	YFT	SKJ	BET	ALB	FRI	BSH	MSK	SWO	TUN	SMA	FAL	LEC	BIL	WHM	BLM	SFA	SSP	TUX	SHX	poids total	
Janvier																						
Février																						
Mars																						
Avril																						
Mai																						
Juin																						
Juillet																						
Août																						
Septembre																						
Octobre																						
Novembre																						
Décembre																						
Total																						

## **ANNEX 2**

### **Financial support for promoting responsible and sustainable fishing**

#### **1. Subject and amounts**

In accordance with Article 3 of the Protocol, the financial support for the promotion of responsible and sustainable fishing comprises the following three intervention priorities:

	<b>Possible operations</b>
<b>Priority I: SCIENTIFIC AND TECHNICAL COOPERATION AND TRAINING</b>	Monitoring and management of resources and implementing fishery management plans
<b>Priority II MONITORING</b>	Maritime surveillance in the area of fishing
<b>Priority III: ENVIRONMENT</b>	Conservation of the marine and coastal environment
<b>Priority IV: DEVELOPMENT INFRASTRUCTURES</b>	Providing support for developing industries ashore involved in the processing of marine products

#### **2. Implementation framework**

The European Union and Mauritania shall agree within the Joint Committee provided for in Article 10 of the Agreement, following the entry into force of this Protocol, on the eligibility criteria for financial support, the legal bases, programming, monitoring and evaluation as well as the arrangements for effecting transfers to Mauritania.

#### **3. Transparency and governance of funds from sectoral support**

In order to ensure the transparent and efficient financial management of sectoral support funds, the mechanism for implementing the sectoral support should involve straightforward methods of verification by the two parties, specifically:

- Notification of the transfer of the tranche of the sectoral support by the EU (document to be forwarded by the European Union to Mauritania);
- Notification of the Law on Finances and/or any other legal act justifying the allocation of the tranche paid in the context of the sectoral support to the account referred to in Article 3.10 of the Protocol (document to be forwarded by Mauritania to the European Union);

- Whether the projects on the ground have been carried out, particularly by means of reports to the European Union issued by bodies responsible for these projects, joint missions on the ground between the EU and the Mauritanian Ministry for Fisheries, the visibility of these measures in the press and the official inauguration attended by the Head of the EU Delegation.

#### **4. Multi-annual programming**

In accordance with Article 2(4) of the Protocol, the implementation unit shall communicate to both Parties, within three months of being set up, a proposal for multi-annual programming for the implementation of sectoral support funds, by listing in particular:

- Projects which could be financed
- The relevant structure(s) responsible for implementation;
- the financial requirements for each project;
- a monitoring indicator for each project;
- an indicative timeframe for implementation;
- an indication of the impact on the Mauritanian fishing sector;
- the distribution of sums per year and per project;

The parties may make comments in the 30 days after receiving the multi-annual programme. The programme will then be approved jointly by the Joint Committee. With a view to ensuring this approval, the Joint Committee shall ensure that the funds allocated to the various projects and their distribution year on year are consistent with the nature of these projects and the conditions and restrictions relating to their implementation.

#### **5. Monitoring indicators and impact indicators**

- *Monitoring indicators*

The implementation unit referred to in Article 3 of the Protocol shall identify, for each project included in the programming, a monitoring indicator, by specifying the end objective, the target to be achieved at the end of each year (N+1, 2, 3) and an amount assigned to this indicator per year as a proportion of the annual tranche paid under the sectoral aid. The indicator must be quantitatively verifiable.



- Indication of the impact on the Mauritanian fishing sector

The implementation unit referred to in Article 3 of the Protocol will communicate for each project included in its programming a series of indicators showing the impact on the fisheries sector. These indicators are based on statistical data, whether publicly available or not, which are verifiable in quantitative or qualitative terms, and are presented for the purpose of assessing the likely economic and social impact of each project funded by the sectoral support.

## **6. Annual programming and reporting**

In accordance with Article 3 of the Protocol, the sectoral support is to be the subject of an annual programme, ongoing monitoring and annual reporting of results.

Pursuant to Article 3 (paragraph 3.2) of the Protocol, the implementation unit shall forward, by 31 December each year, a progress report on the projects implemented in the past year and the programme for the next year, using the standard model contained in this Annex. The report is to include in particular:

- A reminder of the programming for year N of the sectoral support with the objectives for completed year N, for each project;
- Indicators of results and targets set, reached and otherwise, stating the difficulties identified and the corrective measures taken and the use made of the tranche paid by the EU;
- An assessment of the annual tranche to be transferred by the EU on the basis of the amount to be paid for each indicator achieved. For each objective established for each project and achieved during year N, a portion of the annual allocation as stated in the annual programming;
- A description of the annual programming for year N+1 and an update of the multiannual programme.

No later than 30 days after sending, the progress report for year N and the programme for year N+1 will be the subject of joint approval by the Joint Committee. If a Joint Committee meeting cannot be held during this time, the approval may be given by written procedure, by means of an exchange of letters.

Both parties are to encourage joint technical missions, which may be organised at the request of either party, for the purpose of providing any additional information necessary to ensuring the effective management of funds.

## 7. Arrangements for transferring the sectoral support by the European Union

Once the programming for year N+1 has been approved, the European Union will transfer the tranche of sectoral support. The arrangements for the European Union transferring tranches of sectoral support will follow a procedure based on the results of the implementation of projects, such as, for example:

(i) The amount of sectoral support transferred during the first year of the Protocol corresponds to the amount approved by the Joint Committee in the multi-annual programming and annual programming;

(ii) Tranches of the sectoral support for subsequent years will be transferred as follows:

- *Full transfer*: 100% of the annual funds (EUR X million) for year N+1 is transferred by the European Union if all monitoring indicators for each project, as established in the annual programme, have been achieved for year N.

- *Part transfer*: For a given project, if a monitoring indicator has not been achieved in its entirety, the transfer for year N + 1 shall correspond to the sum of (i) a percentage reflecting the degree to which the indicator has been achieved and (ii) the portion of the annual allocation for sectoral support allocated to the project concerned. The percentage indicating the degree to which the indicator has been achieved corresponds to the ratio between (i) the level of the indicator actually performed and (ii) the target level of the indicator to be achieved during the year concerned. The non-transferred balance of the proportion of the annual allocation earmarked for the project may be transferred within a period of no more than six months after the initial date of the release of funds if the result indicator set for year N has been achieved in full. Otherwise, the non-transferred balance of the proportion of the annual allocation earmarked for the project will be carried over to the review exercise for the next year.

- *No transfer*: if the extent to which the indicator of a project has been achieved is not stated or justified in the progress report, the proportion of the annual allocation for the project in question cannot be the subject of a transfer by the EU for year N+1. The non-transferred balance of the annual allocation earmarked for the project may be the subject of a subsequent transfer no more than six months after the initial date of the release of funds if the result indicator set for year N has been achieved in full.

(iii) At the time of the approval of the programming for year N + 1, the Joint Committee will take account of the actual level of use in year N of the annual allocations for each of the projects.

(iv) Where circumstances beyond the control of the project promoter have disrupted the implementation as originally planned, the Joint Committee may decide, when approving the programming for the year N + 1, to apply a level of transfer which is different from that which would result from applying the rules referred to in paragraph (ii), in exceptional cases and where adequate justification is provided by the project promoter.

## **8. Review and suspension**

In case of difficulties in the implementation of the provisions of this Annex and Article 3 of the Protocol, the two parties will discuss as soon as possible any corrective measures to overcome the obstacles.

In the event of non-compliance with the rules laid down in this Annex and Article 3 of the Protocol, the two parties shall discuss as soon as possible the corrective measures to be taken in order to ensure compliance with the implementation of the sectoral support. Where appropriate, the European Union reserves the right to suspend any further payment in accordance with Article 10 of the Protocol.

## **9. Visibility**

Mauritania will ensure the visibility of the measures implemented with financial support. To this end, the beneficiaries shall coordinate with the Delegation of the European Union at Nouakchott their work on implementing the visibility guidelines defined by the European Commission. In particular, each project shall be subject to a clause ensuring visibility for the support of the European Union, notably through use of the logo (EU flag). Lastly, all inaugurations are organised and held by Mauritania in close cooperation with the European Union.

## **SAMPLE**

### **REPORT ON THE USE OF TRANCHES OF SECTORAL AID**

#### **I. Projects launched under the sectoral support**

During the [Nth] year of the Protocol, [X] projects were commenced, and [Y] other projects were continued in accordance with decisions made by the Joint Committee meeting of [month/year]. By way of reminder, please find below a description of these projects, progress made to date and likely consequences:

- (1) Project 1
  - (a) Project description
  - (b) Progress made with the project to date
  - (c) Reminder of previous disbursements made under the project and of the tranche of sectoral support earmarked for the project
  - (d) Reminder/update on likely economic consequences
  
- (2) Project 2
  - (a) Project description
  - (b) Progress made with the project to date
  - (c) Reminder of previous disbursements made under the project and of the tranche of sectoral support earmarked for the project
  - (d) Reminder/update on likely economic consequences
  
- (3) Project N
  - (a) Project description
  - (b) Progress made with the project to date
  - (c) Reminder of previous disbursements made under the project and of the tranche of sectoral support earmarked for the project
  - (d) Reminder/update on likely economic consequences

## II. Summary of projects commenced during year N

The summary table below indicates the degree to which the monitoring indicators established for this year and the financial flow for projects have been met, using the following format:

Project	Total investment (MRO)	Amount of sectoral support earmarked for the project in year N (M€)	Monitoring indicator for the duration of the project	Indicator target for year N	Output for year N	Achievement percentage during year N
Project 1						
Project 2						
Project 3						
Project N						
<b>Total</b>		<b>X M€</b>				

### III. Presentation of projects for year N+1

Project	Total investment (MRO)	Initial amount of sectoral support earmarked for the project for the current year (M€) <sup>2</sup>	Monitoring indicator	Reminder of the indicator situation for N-1 (percentage of achievement)	Target indicator at the end of the current year	Total amount of sectoral support earmarked for the project in current year (M€)
Project 1						
Project 2						
Project 3						
Project N						
<b>Total</b>						<b>X M€</b>

### III. Proposed transfer

In view of this assessment, and the criteria for paying the tranches established in the point above, **the implementation unit is of the opinion that the progress made in terms of implementing the sectoral support justifies a transfer of [specify total amount]**

#### Annexes

1. Transfer request
2. Supporting documents (for all indicators)

<sup>2</sup> Corresponds to the proportion of sectoral support earmarked for the project, assuming that all of the previous tranche was paid out in full