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**PROPOSAL**

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| From:            | Secretary-General of the European Commission,<br>signed by Mr Jordi AYET PUIGARNAU, Director   |
| date of receipt: | 23 March 2016  |
| To:              | Mr Jeppe TRANSHOLM-MIKKELSEN, Secretary-General of the Council of<br>the European Union  |
| No. Cion doc.:   | COM(2016) 146 final - ANNEXES 1 to 3   |
| Subject:         | ANNEXES to the Proposal for a COUNCIL DECISION on the conclusion of<br>a Sustainable Fisheries Partnership Agreement between the European<br>Union and the Government of the Cook Islands and the Implementation<br>Protocol thereto |

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Delegations will find attached document COM(2016) 146 final - ANNEXES 1 to 3.

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Encl.: COM(2016) 146 final - ANNEXES 1 to 3



Brussels, 22.3.2016  
COM(2016) 146 final

ANNEXES 1 to 3

**ANNEXES**

**to the Proposal for a**

**COUNCIL DECISION**

**on the conclusion of a Sustainable Fisheries Partnership Agreement between the European Union and the Government of the Cook Islands and the Implementation Protocol thereto**

## **ANNEXES**

### **to the Proposal for a COUNCIL DECISION**

#### **on the conclusion of a Sustainable Fisheries Partnership Agreement between the European Union and the Government of the Cook Islands and the Implementation Protocol thereto**

## **ANNEX I**

### **SUSTAINABLE FISHERIES PARTNERSHIP AGREEMENT**

#### **between the European Union and the Government of the Cook Islands**

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

THE GOVERNMENT OF THE COOK ISLANDS, hereinafter referred to as "the Cook Islands",

Both referred to as "the Parties",

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

CONSIDERING the desire of the two Parties to promote the sustainable exploitation of fisheries resources by means of cooperation,

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

RECOGNISING that the Cook Islands exercises its sovereign rights or jurisdiction over a zone extending up to 200 nautical miles from the baseline in accordance with the United Nations Convention on the Law of the Sea,

DETERMINED to apply the decisions and recommendations taken by the relevant regional fisheries organisations of which the Parties are members,

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

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

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

INTENDING, for the purposes of such cooperation to initiate a dialogue to implement the fishing policies of the Cook Islands by involving civil society operators,

DESIROUS of establishing terms and conditions governing the fishing activities of Union vessels in the Cook Islands fishery waters and the Union support for responsible fishing in those waters,

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

HEREBY AGREE AS FOLLOWS:

#### *Article 1 - Definitions*

For the purposes of this Agreement:

- (a) "Cook Islands authorities" means the Ministry of Marine Resources of the Cook Islands;
- (b) "Union authorities" means the European Commission;
- (c) "fishing" means (i) searching for, catching, taking or harvesting fish; (ii) the attempted searching for, catching, taking and harvesting of fish; (iii) engaging in any activity which can reasonably be expected to result in locating, catching, taking or harvesting fish; (iv) placing, searching for or recovering any fishing aggregating device or associated equipment including radio beacons; (v) any operation at sea in support of or in preparation for any activity described in this paragraph; or (vi) the use of an aircraft in relation to any activity described in this paragraph;
- (d) "fishing vessel" means any vessel, ship or other craft which is used for, equipped to be used for or of a type that is normally used for commercial fishing or related activities;
- (e) "Union vessel" means a fishing vessel flying the flag of a Member State of the Union and registered in the Union;

- (f) "Cook Islands' fishery waters" means the waters over which the Cook Islands have sovereign rights or fisheries jurisdiction.
- (g) "Cook Islands' fishing areas" means the part of the Cook Islands fishery waters where the Cook Islands authorise Union vessels to engage in fishing activities, as described in the Protocol to this Agreement and its Annex;
- (h) "shipowner" means the person legally responsible for a fishing vessel, in its charge and control;
- (i) "Unusual circumstances" means circumstances other than natural phenomena which are beyond the reasonable control of one of the Parties and are such as to prevent fishing activities in the Cook Islands' fishing areas.

### *Article 2 - Scope*

This Agreement establishes the principles, rules and procedures governing:

- (a) the conditions under which Union vessels may engage in fishing activities in the Cook Islands' fishing areas;
- (b) economic, financial, technical and scientific cooperation in the fisheries sector with a view to promoting responsible fishing in the Cook Islands' fishery waters in order to guarantee the conservation and sustainable exploitation of fisheries resources and develop the Cook Islands' fisheries sector;
- (c) cooperation on the management, control and surveillance measures for policing fisheries in the Cook Islands' fishery waters with a view to ensuring that the above rules and conditions are complied with, that the measures for the conservation of fish stocks and management of fishing activities are effective, in particular to combat illegal, unreported and unregulated fishing.

### *Article 3 – Principles and objectives underlying the implementation of this Agreement*

1. The Parties hereby undertake to promote responsible fishing in the Cook Islands' waters as provided for in FAO's Code of Conduct for Responsible Fishing on the basis of the principle of non-discrimination.
2. The Cook Islands' authorities undertake not to give more favourable conditions than those granted under this Agreement to other foreign fleets operating in the Cook Islands fishing areas which have the same characteristics and target the same species as those covered by this Agreement.

3. In the interest of transparency, the Cook Islands undertake to render public the existence of any agreement authorising foreign fleets to fish in the waters under its jurisdiction. The Joint Committee will review relevant information on fishing capacity in Cook Islands waters.
4. The Parties undertake to implement the Agreement in accordance with Article 9 of the Cotonou Agreement regarding human rights, democratic principles and the rule of law and following the procedure set out in Articles 8 and 96 thereof.
5. The Parties undertake to ensure that this Agreement is implemented in accordance with the principles of good economic and social governance, respecting the state of fish stocks.
6. The Declaration of the International Labour Organisation (ILO) on fundamental principles and rights at work shall be fully applicable to all seamen signed on to Union vessels, in particular as regards the freedom of association and collective bargaining of workers and the elimination of discrimination in respect of employment and occupation.
7. The Parties shall consult one another prior to adopting any decision that may affect the activities of Union vessels under this Agreement.

*Article 4 – Access by Union vessels to the Cook Islands' fishing areas*

1. Union vessels may fish in the Cook Islands' fishing areas only if they are in possession of a fishing authorisation issued under this Agreement. Any fishing activity outside the framework of this Agreement shall be prohibited.
2. The Cook Islands' authorities shall not deliver authorisations to fish to Union vessels other than under this Agreement. The issuing of any fishing authorisation to Union vessels outside the framework of this agreement, in particular in the form of private licenses shall be prohibited.
3. The procedure for obtaining a fishing authorisation for a vessel, the fees applicable and the method of payment to be used by shipowners shall be as set out in the Annex to the Protocol.

## *Article 5 – Financial contribution*

1. The Union shall grant the Cook Islands a financial contribution in accordance with the terms and conditions laid down in the Protocol and Annex to this Agreement in order to:
  - (a) cover part of the access costs of Union vessels to the Cook Islands fishing areas and fisheries resources, without prejudice to the access costs borne by the shipowners, and
  - (b) reinforce the Cook Islands capacity to develop a sustainable fisheries policy through sectoral support.
2. The financial contribution for sectoral support referred to in paragraph 1(b) shall be:
  - (a) dissociated from the payments regarding access costs referred to in paragraph 1(a)
  - (b) determined and conditioned by the achievement of the objectives of Cook Islands' sectoral support in accordance with the Protocol, and the annual and multiannual programming for its implementation.
3. The financial contribution granted by the Union shall be paid each year in accordance with the Protocol:
  - (a) The amount of the financial contribution referred to in paragraph 1(a) may be revised by the Joint Committee in respect of:
    - (1) a reduction in the fishing opportunities granted to Union vessels for the purposes of managing the stocks concerned, where this is considered necessary for the conservation and sustainable exploitation of resources on the basis of the best available scientific advice; or
    - (2) an increase in the fishing opportunities granted to Union vessels where the best available scientific advice concurs that the state of resources so permits;
  - (b) The amount of the financial contribution referred to in paragraph 1(b) may be revised as a result of a reassessment of the terms of financial support for implementing a sectoral fisheries policy in the Cook Islands, where this is warranted by the specific results of the annual and multiannual programming observed by the Joint Committee;
  - (c) The financial contribution may be suspended as a result of the application of Articles 13 and 14.

## *Article 6 – Joint Committee*

1. A Joint Committee made up of appropriate representatives of the Union and the Cook Islands shall be set up. It is responsible for the monitoring of the application of this Agreement and it may adopt modifications to the Protocol, Annex and Appendices.
2. The Joint Committee's monitoring role consists in particular in:
  - (a) monitoring the performance, interpretation and application of this Agreement and, in particular, the definition of the annual and multiannual programming referred to in Article 5(2) and evaluation of its implementation;
  - (b) providing the necessary liaison for matters of mutual interest relating to fisheries;
  - (c) acting as a forum for the amicable settlement of any disputes regarding the interpretation or application of the Agreement;
3. The Joint Committee's decision-making role consists in approving modifications of the Protocol, Annexes and Appendices to this Agreement regarding:
  - (a) the review of the level of fishing opportunities and, consequently, of the relevant financial contribution;
  - (b) the sectoral support procedures;
  - (c) the technical conditions and modalities under which Union vessels carry out their fishing activities
4. The Joint Committee shall exercise its functions in accordance with the objectives of this Agreement, with the rules adopted by the relevant regional fisheries organisations, and with regard to the results of the scientific consultation referred to in Article 8.
5. The Joint Committee shall meet at least once a year, alternately in the Cook Islands and in the Union, or as otherwise agreed by both Parties, and shall be chaired by the Party hosting the meeting. It shall hold a special meeting at the request of either Party. Decisions shall be taken by consensus and shall be attached to the agreed minutes of the meeting. They shall enter into force on the date on which the Parties notify each other of the completion of the procedures necessary for their adoption.
6. The Joint Committee may adopt its own rules of procedure.



#### *Article 7 – Promoting cooperation among economic operators and civil society*

1. The Parties shall encourage economic, scientific and technical cooperation in the fisheries sector and related sectors. They shall consult one another with a view to facilitating and promoting the different measures that might be taken to this end.
2. The Parties undertake to promote the exchange of information on fishing techniques and gear, preservation methods and the industrial processing of fisheries products.
3. The Parties shall endeavour, when appropriate, to create conditions favourable to the promotion of relations between their enterprises in the technical, economic and commercial spheres, by encouraging the establishment of an environment favourable to the development of business and investment.
4. The Parties shall encourage, when appropriate, the setting-up of joint enterprises in their mutual interest which shall systematically comply with the Cook Islands and Union legislation.

#### *Article 8 – Scientific cooperation*

1. During the period covered by this Agreement, the Union and the Cook Islands shall endeavour to cooperate in monitoring the evolution of resources in the Cook Islands waters.
2. The Parties undertake, if necessary, to consult one another by means of a joint scientific working group or within the regional and international organisations concerned, with a view to strengthen the management and conservation of marine living resources in the Western and Central Pacific Ocean, and to cooperate in the relevant scientific research.

#### *Article 9 - Cooperation in the area of monitoring, control and surveillance (MCS) and combating illegal, unreported and unregulated fishing*

The Parties undertake to collaborate to combat illegal, unreported and unregulated fishing with a view to the implementation of responsible and sustainable fishing.

#### *Article 10 – Area of Application*

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

### *Article 11 – Applicable law*

1. The Union vessels operating in the Cook Islands fishery areas shall comply with the applicable laws and regulations of the Cook Islands, unless otherwise provided in the Agreement. The Cook Islands authorities shall provide the Union authorities with the applicable laws and regulations.
2. The Cook Islands undertake to take all the appropriate steps required for the effective application of the fisheries monitoring, control and surveillance provisions in this Agreement. Union vessels must cooperate with the Cook Islands authorities responsible for carrying out such monitoring, control and surveillance.
3. The Union undertakes to take all the appropriate steps required to ensure that its vessels comply with this Agreement and the legislation governing fisheries in the Cook Islands fishery waters.
4. The Parties shall consult one another prior to adopting any decision that may affect the activities of Union vessels under this Agreement. Both Parties shall notify each other of any changes in their respective fisheries policy or legislation with a potential impact on the activities of Union vessels under this Agreement. Any changes to or new legislation of the Cook Islands with an impact on the activities of Union vessels shall be enforceable with respect to Union vessels from the 60th day following the day when the notification is received by the Union authorities from the Cook Islands.

### *Article 12 – Duration*

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

### *Article 13 – Suspension*

1. Application of this Agreement may be suspended at the initiative of either one of the Parties in the event of:
  - (a) unusual circumstances that prevent fishing activities in the Cook Islands fishing areas; or
  - (b) a dispute between the Parties over the interpretation of this Agreement or its implementation arises; or
  - (c) a breach of the Agreement by either one of the Parties in particular Article 3(4) on the respect of human rights; or
  - (d) a significant change in the policy guidelines which led to the conclusion of this Agreement, triggering a request by either one of the Parties to amend it;

2. Suspension of application of the Agreement shall be notified by the interested Party to the other Party in writing and shall take effect three months after receipt of notification. Dispatch of this notification shall open consultations between the Parties with a view to finding an amicable solution to their dispute within three months.
3. In the event differences are not resolved amicably and suspension is implemented, the Parties shall continue to consult each other with a view to finding a settlement to their dispute. Where such settlement is reached, implementation of the Agreement shall resume and the amount of the financial contribution referred to in Article 5 shall be reduced proportionately and pro rata temporis according to the period during which implementation of the Agreement was suspended, unless otherwise agreed.

#### *Article 14 – Termination*

1. This Agreement may be terminated by one of the Parties notably in the event of:
  - (a) unusual circumstances,
  - (b) a degradation of the stocks concerned,
  - (c) a reduced level of exploitation of the fishing opportunities granted to Union vessels, or
  - (d) a failure to comply with undertakings made by the Parties with regard to combating illegal, unreported and unregulated fishing.
2. Termination of the Agreement shall be notified by the interested Party concerned to the other Party in writing and shall take effect six months after receipt of notification except if the Parties decide by common accord to extend this period.
3. The Parties shall consult each other from the moment of notification of termination in view of finding an amicable settlement to their dispute within the six month period.
4. Payment of the financial contribution referred to in Article 5 for the year in which the termination takes effect shall be reduced proportionately and pro rata temporis.

#### *Article 15 – Protocol and Annex*

The Protocol, the Annex and Appendices hereto form an integral part of this Agreement.

### *Article 16 – Provisional application*

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

### *Article 17 – Entry into force*

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

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

## **ANNEX II**

### **Protocol on the implementation of the Sustainable Fisheries Partnership Agreement between the European Union and the Government of the Cook Islands**

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

1. For a period of four years from the date of its provisional application, the fishing opportunities granted under Article 4 of the Sustainable Fisheries Partnership Agreement (hereafter the Agreement) shall be as follows:

Four (4) tuna purse seine vessels to fish for highly migratory species as listed in Annex 1 of the 1982 United Nations Convention on the Law of the Sea.

2. Paragraph 1 shall apply subject to Articles 5 and 6 of this Protocol.
3. Pursuant to Article 4 of the Agreement, Union vessels may engage in fishing activities in the Cook Islands fishery areas only if they are in possession of a fishing authorisation issued under this Protocol in accordance with the Annex.

#### *Article 2 - Financial contribution - Methods of payment*

1. For the period referred to in Article 1, the total financial contribution referred to in Article 5 of the Agreement shall be EUR two million eight hundred seventy thousand (2,870,000) for the whole duration of this Protocol.

2. This total financial contribution shall comprise two dissociated elements:
  - (a) an annual amount for access to the Cook Islands' fishery areas of EUR three hundred and eighty five thousand (385,000) for the first and second year, and of EUR three hundred and fifty thousand (350,000) for the third and fourth year, equivalent to a reference tonnage of 7,000 tonnes per year, and
  - (b) a specific annual amount of EUR three hundred and fifty thousand (350,000) for the support and implementation of the Cook Islands' sectoral fisheries policy.
3. Paragraph 1 shall apply subject to Articles 3, 5, and 6 of this Protocol.
4. The Union shall pay the amounts fixed in paragraph 2 (a) no later than ninety (90) days after the start of provisional application for the first year, and, for the following years, no later than the anniversary date of the provisional application of this Protocol.
5. The Cook Islands authorities shall monitor the development of the fishing activities of Union vessels to ensure appropriate management of the fishing opportunities available to the Union taking into account the state of the stock and relevant conservation and management measures.
  - (a) The Cook Islands shall notify the Union authorities when the total catches of Union vessels reported in the Cook Islands fishing areas reach 80% of the reference tonnage. On receipt of this notification, the Union authorities shall immediately notify the Member States.
  - (b) Once the level of 80% of the reference tonnage has been reached, the Cook Islands shall monitor on a daily basis the level of catches of the Union vessels and inform the Union authorities immediately when the reference tonnage level is reached. The Union authorities shall also immediately inform the Member States on receipt of the notification from the Cook Islands.
  - (c) When catches of Union vessels have reached 80% of the reference tonnage, the Parties shall immediately consult each other and analyse the relationship between the catches of the Union vessels and the fishing limits specified in the Cook Islands national legislation in view of ensuring that such legislation is respected. In the frame of such consultation the Joint Committee may agree that Union vessels may fish for additional tonnage.

- (d)
- (e) From the date of notification by the Cook Islands to the Union that the reference tonnage has been reached, the unit rate paid by the shipowners for the catches beyond the reference tonnage of seven thousand (7,000) shall be increased by an additional 80% of the unit rate for the year in question until the end of the period of the annual fishing authorisations. The Union share shall remain unchanged. The total annual amount paid by the Union shall not be more than twice the amount indicated in paragraph 2 (a) of Article 2. Where the quantities caught by Union vessels exceed the quantities corresponding to twice the total amount of the annual payment from the Union, the amount due for the quantity exceeding that limit shall be paid in the following year.
6. The Cook Islands authorities shall have full discretion regarding the use to which the financial contribution specified in Article 2 paragraph 2 (a) is put.
7. Each element of the financial contribution referred to in paragraph 2 shall be paid into a nominated Government bank account in the Cook Islands. The financial contribution referred to in paragraph 2(b) shall be made available to the relevant entity implementing fisheries sectoral support. The Cook Islands authorities shall provide in due time to the Union authorities with the bank account details and information on the relevant line in the national budgetary law. The bank account details shall at least include: name of beneficial entity, name of bank account holder, address of bank account holder; bank name; SWIFT code; IBAN number.

### *Article 3 - Sectoral Support*

1. No later than 120 days after the start of the provisional application of the Protocol, the Joint Committee shall agree on a multiannual sectoral programme and detailed implementing rules covering, in particular:
- (a) annual and multiannual guidelines for using the specific amount of the financial contribution referred to in Article 2 paragraph 2 (b);
- (b) the objectives, both annual and multiannual, to be achieved, over time, with a view to establish the governance framework, including the development and maintenance of the necessary scientific and research institutions, to promote consultation processes with interest groups, to enhance the monitoring, control and surveillance capability and other capacity building items to assist Cook Islands to further enhance their national sustainable fisheries policy. The objectives shall take into account the priorities expressed by Cook Islands in its national policies relating to or having an impact on the promotion of responsible fishing and sustainable fisheries, including marine protected areas;
- (c) criteria and procedures, including, where appropriate, budgetary and financial indicators, for evaluating the results obtained each year.

2. Any proposed amendments to the multiannual sectoral programme shall be approved by the Joint Committee.
3. If either Party requests a special meeting of the Joint Committee, it shall send a written request at least 14 days before the date of the proposed meeting.
4. Each year, in the frame of the Joint Committee, the two Parties shall evaluate the achievement of specific results in the implementation of the multiannual sectoral programme agreed.
  - (a) Each year, the Cook Islands shall present a progress report on the actions implemented and the results achieved with sectoral support, which shall be examined by the Joint Committee. The Cook Islands shall also produce a final report before expiry of the Protocol. If necessary the Parties may continue to monitor the implementation of the sectoral support after the expiry of the Protocol.
  - (b) The specific amount of the financial contribution referred to in Article 2 paragraph 2(b) shall be paid in instalments. For the first year of the Protocol, the instalment shall be paid on the basis of the needs identified as part of the agreed programming. For the subsequent years of application, the instalments shall be paid on the basis of the needs identified as part of the agreed programming and on the basis of an analysis of the results achieved in the implementation of the sectoral support. Payment of the instalments shall occur no later than 45 days after the decision of the Joint Committee.
5. The Union reserves the right to revise and/or suspend, in part or in full, payment of the specific financial contribution provided for in Article 2 paragraph 2(b):
  - (a) If the results obtained diverge significantly from the programming, following an evaluation by the Joint Committee;
  - (b) In the event of failure to implement this financial contribution as determined by the Joint Committee.
6. Payment of the financial contribution shall resume after consultation between the Parties and agreement by the Joint Committee when it is justified on the basis of the results of the implementation of the agreed programming referred to in paragraph 1. Nevertheless, the specific financial contribution provided for in Article 2 paragraph 2(b) may not be paid out beyond a period of six (6) months after the Protocol expires.
7. Each year, the Cook Islands may allocate, if necessary, an additional amount to the financial contribution referred to in Article 2 paragraph 2 (b) from the amount referred to in Article 2 paragraph 2 (a) with a view to implementing the multiannual programme. This allocation shall be notified to the Union within two (2) months of the anniversary date of the start of provisional application of this Protocol.

8. The Parties undertake to ensure visibility of the measures implemented with sectoral support.

#### *Article 4 - Scientific cooperation on responsible fishing*

1. During the period covered by this Protocol, recognising the sovereignty of the Cook Islands over its fisheries resources, the Parties shall cooperate in monitoring the state of fishery resources in the Cook Islands fishery waters.
2. The Parties shall also cooperate, as may be required, to exchange relevant statistical, biological, conservation and environmental information affecting the activities of Union vessels in the Cook Islands fishery waters for the purpose of managing and conserving the marine living resources.
3. The Parties undertake to promote cooperation on conservation and responsible management of fisheries within the Western and Central Pacific Fisheries Commission (WCPFC) and any other relevant sub-regional, regional and international organisation, and the Joint Committee may adopt measures to ensure sustainable management of the Cook Islands' fisheries resources.

#### *Article 5 - Review of fishing opportunities and technical provisions by the Joint Committee*

1. The Joint Committee may reassess and decide to review the fishing opportunities referred to in Article 1 insofar as the resolutions and conservation and management measures of WCPFC support that such an adjustment will secure the sustainable management of tuna and tuna-like species in the Western and Central Pacific Ocean, noting that the Parties have a special interest in managing the bigeye tuna stock.
2. In this case the financial contribution referred to in Article 2 paragraph 2 (a) shall be adjusted proportionately and pro rata temporis. However, the total annual amount paid by the Union shall not be more than twice the figure indicated in Article 2, paragraph 2 (a).
3. The Joint Committee may also, as necessary, examine and decide to adapt by mutual agreement technical provisions of the Protocol and the Annex.

#### *Article 6 - New fishing opportunities and experimental fisheries*

1. In the event that Union fishing vessels become interested in engaging in fisheries not provided for in Article 1 of this Protocol, the Parties shall consult each other in the frame of the Joint Committee before any possible authorisation is granted for any such activities and, where appropriate, agree on the conditions for such fishing including effecting corresponding amendments to this Protocol and the Annex thereto.



2. At the request of one Party, the Joint Committee shall determine on a case by case basis, the species, conditions and other parameters that are relevant.
3. Union vessels shall carry out experimental fishing in accordance with parameters that will be agreed by the Joint Committee, including, where appropriate, in an administrative arrangement. The authorisations for experimental fishing shall be granted for a maximum period of 6 months subject to the stock status.
4. In the event that the Parties consider that experimental campaigns have given positive results, the Cook Islands authorities shall allocate a proportion, commensurate with the contribution of Union vessels to experimental fisheries, of the fishing possibilities of the new species to the Union until the expiration of this Protocol. The financial compensation referred to in Article 2 paragraph 2 (a) of this Protocol shall consequently be increased. Shipowners' fees and conditions as provided for in the Annex shall be amended accordingly. The Joint Committee shall make corresponding amendments to this Protocol and its Annex.

#### *Article 7 - Suspension*

1. This Protocol, including payment of the financial contribution as referred to in Article 2 paragraphs 2 (a) and (b), may be suspended at the initiative of either one of the Parties in the cases and under the conditions referred to in Article 13 of the Agreement.
2. Without prejudice to Article 3, payment of the financial contribution may resume as soon as the situation existing prior to the events mentioned in Article 13 of the Agreement has been re-established or a settlement has been reached in accordance with the Agreement.

#### *Article 8 - Termination*

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

#### *Article 9 - Confidentiality*

1. The Cook Islands shall maintain the confidentiality and security of the commercially sensitive data concerning the Union fishing activities in its fishery waters in a manner no less stringent than the standards established by the WCPFC Commission for the WCPFC Secretariat in its Information Security Policy.

2. Both Parties shall ensure that only public domain aggregated data for the fishing activities of the Union vessels in the Cook Islands fishery waters may be disseminated, in accordance with the WCPFC Rules and Procedures for the Protection, Access to, and Dissemination of Data Compiled by the Commission. Data defined as non-public domain by Section 4.1 of those WCPFC Rules and Procedures and data that may be considered as otherwise confidential shall be used exclusively for the application of the Agreement.

#### *Article 10 - Electronic exchanges of data*

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

#### *Article 11 - Obligation on expiry of protocol or termination*

In the case of the expiry of the Protocol or its termination as provided by Article 14 of the Agreement, Union shipowners shall continue to be liable for any breach of the provisions of the Agreement or the Protocol or any laws of the Cook Islands which occurred before the expiry or termination of the Protocol, or for any licence fee or any outstanding dues not paid at the time of expiry or termination.

#### *Article 12 - Provisional application*

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

#### *Article 13 - Entry into force*

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

## ANNEX

# CONDITIONS FOR THE PURSUIT OF FISHING ACTIVITIES BY EUROPEAN UNION VESSELS UNDER THE PROTOCOL SETTING OUT THE FISHING OPPORTUNITIES AND THE FINANCIAL CONTRIBUTION PROVIDED FOR BY THE SUSTAINABLE FISHERIES PARTNERSHIP AGREEMENT BETWEEN THE EUROPEAN UNION AND THE COOK ISLANDS

## CHAPTER I – GENERAL PROVISIONS

### *Section 1* *Definitions*

1. "Competent authority" means:
  - (a) for the European Union (hereafter the Union): European Commission;
  - (b) for the Cook Islands: Ministry of Marine Resources.

The contact details of the respective competent authorities are in Appendix 1.

2. "Fishing authorisation" means a valid entitlement or license to engage in fishing activities, for specific species, using specific gears, within the specified fishing areas in accordance with the terms provided under this Annex.
3. "Delegation" means the Delegation of the European Union in Suva, Fiji.
4. "Force Majeure" means the loss or prolonged immobilisation of a vessel due to a serious technical failure.

### *Section 2* *Fishing areas*

1. Union vessels in possession of a fishing authorisation issued by the Cook Islands under the Agreement shall be authorised to engage in fishing activities in the Cook Islands' fishing areas, meaning the Cook Islands' fishery waters except protected or prohibited areas. The coordinates of the Cook Islands' fishery waters and of protected areas or closed fishing areas shall be communicated by the Cook Islands to the Union prior to the start of provisional application of the Agreement.
2. The Cook Islands shall communicate to the Union any modification to the said areas in line with the provisions of Article 11 of the Agreement.

### *Section 3* *Vessel agent*

All Union vessels applying for a fishing authorisation may be represented by an agent (company or individual) resident in the Cook Islands, duly notified to the Cook Islands' competent authority.

**Section 4**  
**Eligible Union vessels**

For a Union vessel to be eligible to obtain a fishing authorisation, neither the owner, the master nor the vessel itself must be prohibited from fishing in the Cook Islands' fishery waters. They must be in order with the laws of the Cook Islands and they must have fulfilled all prior obligations arising from their fishing activities in the Cook Islands under fisheries agreements concluded with the Union. Moreover, they shall comply with the relevant Union legislation regarding fishing authorisations, be on the WCPFC Record of fishing vessels, be on the FFA Good standing register and not be on a RFMO IUU vessels list.

**CHAPTER II - MANAGEMENT OF FISHING AUTHORISATIONS**

**Section 1**  
**Period of validity of the fishing authorisation**

1. The fishing authorisation issued under the Protocol shall be valid for a 12-months period and be renewable. In order to establish the start of the period of validity, annual period shall mean:
  - (a) for the year during which the Protocol enters into provisional application, the period between the date of its entry into provisional application and 31 December of the same year;
  - (b) then, each complete calendar year;
  - (c) for the year during which the Protocol expires, the period between 1 January and the date of expiry of the Protocol.
2. For the first and for the last annual period the payment due by shipowners under Section 5, point 2 should be calculated on the prorata temporis basis.

**Section 2**  
**Application for fishing authorisation**

1. Only eligible Union vessels, as defined in chapter I, section 4 of this Annex, may obtain a fishing authorisation.
2. The Union competent authority shall submit electronically to the competent authority of the Cook Islands, with a copy to the Delegation, a fishing authorisation application for each vessel wishing to fish under the Sustainable Fisheries Partnership Agreement between the European Union and the Government of the Cook Islands (hereafter the Agreement) at least 20 working days before the start of the annual period of validity of the fishing authorisation as specified in Section 1 of this Chapter.

3. Where a fishing authorisation application has not been submitted prior to the start of the annual period of validity, the shipowner may still do so no later than 20 working days before the requested start of fishing activities. In such cases, the fishing authorisation will be valid only until the end of the annual period during which it has been requested. The shipowners shall pay the advance fees due for the full validity period of the fishing authorisation.
4. For each initial application for a fishing authorisation, or following a major technical change to the vessel concerned, the application shall be submitted by e-mail by the Union to the competent authority of the Cook Islands using the form in Appendix 2 and shall be accompanied by the following documents:
  - (a) proof of payment of the advance fee for the period of validity of the fishing authorisation;
  - (b) recent (12 months or less) date-stamped digital colour photographs of the vessel of a resolution 72dpi, 1400x1050 pic. showing a lateral view of the vessel including the vessel's name in ISO basic Latin alphabet;
  - (c) copy of the safety equipment certificate of the vessel;
  - (d) copy of the registration certificate of the vessel;
  - (e) copy of the ship sanitation control certificate;
  - (f) copy of Certificate of registration under the FFA Good standing register
  - (g) stowage plan.
5. For the renewal of the fishing authorisation of a vessel whose technical specifications have not been modified, the renewal application shall only be accompanied by the proof of payment of the advance fee, current certificate of registration under the FFA Good standing register and copies of any renewed certificates as listed in point 4(c), (d) and (e).
6. The advance fee shall be paid into the bank account provided by the Cook Islands authorities. The inherent costs linked to bank transfers shall be borne by shipowners.
7. Payments shall include all national and local charges except for port taxes and service charges.
8. Should an application happen to be incomplete or otherwise does not satisfy the conditions under points 4, 5, 6 and 7 above, the Cook Islands authorities shall, within 7 working days of receipt of the electronic application, notify the competent authority of the Union, with a copy to the Delegation, of the reasons for the application to be considered incomplete or otherwise not satisfying the conditions under points 4, 5, 6 and 7.

***Section 3***  
***Issue of fishing authorisation***

1. The fishing authorisation shall be issued by the Cook Islands within 15 working days of receipt of the complete application by e-mail.
2. The fishing authorisation shall be transmitted without delay by electronic means by the competent authority of the Cook Islands to the shipowner and to the competent authority of the Union with a copy to the Delegation. At the same time, a fishing authorisation in paper form shall be sent to the shipowner.
3. Upon issuing the fishing authorisation, the Cook Islands' competent authority shall include the vessel on a list of Union vessels authorised to fish in the Cook Islands' fishing areas. This list shall be made available to all relevant monitoring, control and surveillance entities of the Cook Islands and to the Union competent authority with a copy to the Delegation.
4. The electronic form of the fishing authorisation will be replaced by a paper form at the earliest opportunity.
5. A fishing authorisation shall be issued for a specific vessel and shall not be transferable except in cases of force majeure, as outlined in Section 4 below.
6. The fishing authorisation (in electronic or paper form when available) must be kept on board the vessel at all times.

***Section 4***  
***Transfer of fishing authorisation***

1. Where force majeure is proven and at the request of the Union, a vessel's fishing authorisation may be transferred, for the remaining period of its validity, to another eligible vessel with similar characteristics, without payment of a new advance payment.
2. Should the Cook Islands' competent authority authorise the transfer, the shipowner of the first vessel, or the vessel agent, shall return its fishing authorisation to the competent authority of the Cook Islands and inform the Union authority and the Delegation.
3. The new fishing authorisation shall take effect on the day the fishing licence of the vessel affected by force majeure is received by the competent authority of the Cook Islands. The returned authorisation shall be considered cancelled. The Union authority and the Delegation shall be informed by the Cook Islands' authority of the fishing authorisation transfer.

**Section 5**  
***Fishing authorisation conditions – fees and advance payments***

1. The fees to be paid by shipowners shall be calculated on the basis of the following rate per tonne of fish caught:
  - (a) For the first year of application of the Protocol, EUR fifty five (55) per tonne;
  - (b) For the second year of application of the Protocol, EUR sixty five (65) per tonne;
  - (c) For subsequent years of application of the Protocol, EUR seventy (70) per tonne;
  
2. The fishing authorisations shall be issued once the following amounts have been paid by shipowners to the Cook Islands:
  - (a) an annual advance payment fee:
    - (i) for the first year of application of the Protocol, the advance payment shall be EUR twenty-two thousand (22,000), which is the equivalent of EUR fifty-five (55) per tonne for four hundred (400) tonnes of tuna and tuna like species caught within the Cook Islands fishing areas.
    - (ii) for the second year of application of the Protocol, the advance payment shall be EUR twenty-six thousand (26,000), which is the equivalent of EUR sixty-five (65) per tonne for four hundred (400) tonnes of tuna and tuna like species caught within the Cook Islands fishing areas.
    - (iii) for subsequent years of application of the Protocol, the advance payment shall be EUR twenty-eight thousand (28,000), which is the equivalent of EUR seventy (70) per tonne for four hundred (400) tonnes of tuna and tuna like species caught within Cook Islands fishing areas.
  - (b) a special annual contribution for fishing authorisation of the amount of EUR thirty-eight thousand five-hundred (EUR 38 500) per Union vessel.

The first year of application of the Protocol means the period from the starting date of its provisional application until 31 December of that year. The final year is the period between 1 January and the anniversary date of the provisional application. For the first and the final year the shipowners' contribution shall be calculated on a pro rata temporis basis.

**Section 6**  
***Final statement of fees***

1. The Cook Islands authority shall draw up a statement of fees due in respect of the previous calendar year on the basis of catch declarations submitted by Union vessels.
2. The statement shall be sent to the Union authority with a copy to the Delegation before 31 March of the current year. The Union authority shall transmit it before 15 April simultaneously to shipowners and national authorities of the concerned Member States.
3. Where the shipowners do not agree with the statement submitted by the Cook Islands' authority, they may request the Union authority to consult the scientific institutes competent for verifying catch statistics such as the IRD (Institut de Recherche pour le Développement), the IEO (Instituto Español de Oceanografía) and IPIMAR (Instituto de Investigação das Pescas e do Mar), and thereafter discuss together with the Cook Islands' authority, and keep informed the Union authority and the Delegation thereof, to establish the final statement before 31 May of the current year. In the absence of observations by the shipowners at that date, the statement submitted by the Cook Islands' authority shall be considered as the final one. Where the final statement is less than the advance payment referred to in Section 5 point 2, the balance shall not be recoverable by the shipowner.

**CHAPTER III – MONITORING**

**Section 1**  
***Catch recording and reporting***

1. The Union vessels authorised to fish in the Cook Islands' fishing areas under the Agreement shall communicate their catches to the competent authority of the Cook Islands in the following manner, until such time as an Electronic catch Reporting System, referred to as ERS, is implemented by both Parties.
2. The Union vessels authorised to fish in Cook Islands' fishing areas shall fill in a fishing logbook sheet as set out in Appendix 3 for each day of presence in the Cook Islands' fishing areas. In the absence of catches or when the vessel is only transiting, the form shall still be filled in. The form shall be filled in legibly and signed by the master of the vessel or his representative.
3. While in the Cook Islands' fishing areas, Union vessels shall report to the competent authority of the Cook Islands every seven days a summary of the fishing logbook under point 2 using the Template N°3 of Appendix 4.
4. As far as the submission of the fishing logbook sheets referred to in point 2 is concerned, the Union vessels shall:



- (a) in the case they call into a Cook islands' Port of entry (Avarua, Avatui, Arutanga, Tuanganui, Omoka, Tauhunu, Tukao, Yato), submit the completed form to the respective Cook Islands authority within five (5) days of arrival, or in any event before they leave port, whichever occurs first. The Cook Islands' authority shall deliver a written receipt;
- (b) when leaving the Cook Islands' fishing areas without first passing through a Cook Islands' Port of Entry, copies of logbook sheets shall be sent within a period of fifteen (15) working days after leaving the Cook Islands' fishing areas by the following means;
  - (i) by e-mail, to the e-mail address of the Cook Islands' competent authority; or
  - (ii) by fax, to the number given by the Cook Islands' competent authority.

The original of each fishing logbook should be sent within a period of seven (7) working days following the first call in a port after leaving the Cook Islands' fishing areas.

- 5. Copies of these fishing logbook sheets must simultaneously be sent to the scientific institutes referred to in Chapter II, Section 6, point 3, within the same time frame as provided in point 4 above.
- 6. The words "Cook Islands' fishing areas" shall be entered in the abovementioned logbook sheets in respect of periods during which the vessel is in the Cook Islands' fishing areas.
- 7. The two Parties will endeavour to implement an ERS related to the fishing activities of the Union vessels in Cook Islands' fishing areas, subject to a common agreement on guidelines for the management and implementation of an ERS.
- 8. Once the electronic system of catch declaration is implemented it will fully replace the recording provisions outlined in points 2 to 4 above, except in case of technical problems or malfunction, where declarations of catches shall be made pursuant to points 2 to 4 above.

## *Section 2*

### *Communication on entering and leaving the Cook Islands' fishery waters*

- 1. Without prejudice to the obligations in Section 1 of this Chapter, Union vessels authorised to fish under the Agreement shall notify the Cook Islands' authority at least 24 hours in advance of their intention to enter or exit the Cook Islands' fishing areas.

- 2.
3. When notifying entry/exit, vessels shall also communicate the volume and species in catches kept on board. The vessel shall also communicate its estimated position at the time of estimated entry/exit. These communications shall be made in the format set out in Appendix 4, Templates N°1 and N°2, by fax or e-mail, to the contacts provided therein.
4. Union fishing vessels found to be fishing without the prior notification of entry under point 2 of this Section, shall be deemed as vessels without a fishing authorisation. The sanctions referred to in Chapter V will be applicable in such cases.

### ***Section 3*** ***Landing***

1. The designated ports for landing activities in the Cook Islands are the Ports of Avatui and Omoka.
2. Union vessels in possession of a Cook Islands' fishing authorisation wishing to land catches in the Cook Islands' designated ports shall notify the following information to the competent authority of the Cook Islands at least 72 hours in advance:
  - (a) the landing port;
  - (b) the name and IRCS of the landing fishing vessel;
  - (c) the date and time of landing;
  - (d) the quantity in Kg, rounded to the nearest 100Kg, by species to be landed;
  - (e) the product presentation.
3. Vessels must submit their Landing Declarations to the competent authority of the Cook Islands, no later than 48 hours after completion of the landing, or in any event, before the vessel leaves port, whichever occurs first.

### ***Section 4*** ***Transshipment***

1. Union vessels in possession of a Cook Islands' fishing authorisation wishing to tranship catches in the Cook Islands' fishery waters shall do so only within the Cook Islands' designated ports as stated in Chapter III, Section 1, point 4(a). Transshipment at sea outside ports is prohibited and any person infringing this provision shall be liable to the penalties provided for by the Cook Islands' law.

2. The shipowner or the vessel agent must notify the following information to the competent authority of the Cook Islands at least 72 hours in advance:
  - (a) the transshipment port where the operation will occur;
  - (b) the name and IRCS of the donor fishing vessel;
  - (c) the name and IRCS of the receiving fishing vessel;
  - (d) the date and time of transshipment;
  - (e) the quantity in Kg, rounded to the nearest 100Kg, by species to be transhipped;
  - (f) the product presentation.
3. Vessels shall submit their transshipment declarations to the competent authorities of the Cook Islands, no later than 48 hours after completion of the transshipment, or in any event, before the donor vessel leaves port, whichever occurs first.

***Section 5***  
***Vessel Monitoring System (VMS)***

Without prejudice to the competence of the Flag State and the obligations of Union vessels towards their Flag State Fishing Monitoring Centre, each Union vessel shall comply with the FFA Vessel Monitoring System (FFA VMS) currently applicable in the Cook Islands' fishing areas.

***Section 6***  
***Observers***

1. Union fishing vessels in possession of a Cook Islands' fishing authorisation, while operating in the Cook Islands' fishing areas shall ensure observer coverage in accordance with the relevant WCPFC conservation and management measures and the relevant Cook Islands' legislation.
2. Union vessels shall carry on board an authorised observer from the WCPFC Regional Observer Programme or an IATTC observer authorised through the Memorandum of Understanding agreed between the WCPFC and IATTC on the cross-endorsement of observers.

**CHAPTER IV – CONTROL**

1. Union vessels shall comply with the relevant provisions of the national legislation of the Cook Islands regarding fishing activities, as well as with the conservation and management measures adopted by the WCPFC.

2. Control procedures:
  - (a) Masters of Union vessels engaged in fishing activities in the Cook Islands' fishing areas shall cooperate with any Cook Islands authorised and duly identified officer carrying out inspection and control of fishing activities.
  - (b) Without prejudice to the provisions of the national legislation of the Cook Islands, boarding should be conducted in such a way that the inspection platform and the inspectors can be identified as a Cook Islands authorised officers.
  - (c) The Cook Islands shall make available to the Union competent authority the list of all inspection platforms used for sea inspections. This list should contain at least:
    - (i) Fisheries Patrol Vessels (FPV) names;
    - (ii) FPV Vessel details;
    - (iii) FPV photography.
  - (d) The Cook Islands may, on the request of the Union or a body designated by it, allow Union inspectors to observe the activities of Union vessels, including transhipments, during onshore based controls.
  - (e) Once an inspection has been completed and the inspection report signed by the inspector, the report shall be made available for signature and comments, if any, by the master. This signature shall not prejudice the rights of the Parties in the context of alleged infringement procedures. A copy of the inspection report shall be given to the master of the vessel before the inspector leaves the vessel.
  - (f) Inspectors shall not remain on board for longer than is necessary for the discharge of their duties.
3. Masters of Union vessels engaged in landing or transhipment operations in a port of the Cook Islands shall allow and facilitate the inspection of such operations by the Cook Islands' authorised officers.
4. Where the provisions set out in this Chapter are not complied with, the Cook Islands' authority reserves the right to suspend the fishing authorisation of the offending vessel until formalities have been completed and to apply the penalty laid down in existing Cook Islands' legislation. The flag Member State and the Union competent authority shall be immediately informed.

## CHAPTER V- ENFORCEMENT

### 1. Sanctions

- (a) Failure to observe any one of the provisions of the above chapters, of the conservation and management measures adopted by relevant regional fisheries management organisations, or of the Cook Islands' national law, shall be subject to penalties as laid down by the Cook Islands' national law.
- (b) The flag Member State and the Union competent authority shall be immediately and fully informed of any sanction and of all relevant facts related thereto.
- (c) Where a sanction takes the form of suspension or revocation of a fishing authorisation, during the remaining period for which the authorisation has been granted, the Union competent authority may request another fishing authorisation which would have otherwise been applicable, for a vessel from another shipowner.

### 2. Arrest and detention of fishing vessels

- (a) The Cook Islands shall inform immediately the Union and the flag Member State of the arrest and/or detention of any fishing vessel in possession of a fishing authorisation under the Agreement.
- (b) The Cook Islands shall transmit a copy of the inspection report, detailing the circumstances and reasons of the arrest and/or detention within twelve (12) hours to the Union and the flag Member State.

### 3. Information exchange procedure in the event of arrest and/or detention

- (a) Whilst respecting the deadlines and legal proceedings as provided for by the national laws of the Cook Islands relating to arrest and/or detention, a consultation meeting shall be held, upon receipt of the above information, between representatives of the Union and the Cook Islands, possibly attended by a representative of the Member State concerned.
- (b) At the meeting, the Parties shall exchange any relevant documentation or information helping to clarify the facts. The shipowner or its agent shall be informed of the outcome of the meeting and of any measure resulting from the arrest and/or detention.

### 4. Settlement of arrest and/or detention

- (a) An attempt shall be made to resolve the presumed infringement amicably. This procedure shall be completed no later than three (3) working days after the arrest and/or detention, in conformity with the national legislation of the Cook Islands.

- (b) In the event of an amicable settlement, the amount to be paid shall be determined by referring to the national legislation of the Cook Islands. If such an amicable settlement is not possible, the legal proceedings shall take its course.
  - (c) The vessel shall be released and its master discharged as soon as the obligations arising under the amicable settlement have been fulfilled or the legal bail has been paid.
5. The Union authority and the Delegation shall be kept informed of any proceedings initiated and penalties imposed.

#### **CHAPTER VI – COOPERATION IN FIGHTING IUU FISHING**

1. In order to strengthen the monitoring of fisheries and the fight against IUU fishing, captains of Union fishing vessels will endeavour to signal the presence in the Cook Islands' fishery waters of any other fishing vessel.
2. When the captain of a Union fishing vessel observes a fishing vessel engaged in activities that may constitute IUU fishing, he will gather as much information as possible about the vessel and its activity at the time it was sighted. Observation reports are sent without delay to the competent authority of the Cook Islands with a copy to the Flag State FMC.
3. The Cook Islands authority will submit as soon as possible to the Union any observation report in their possession relating to fishing vessels engaged in activities that may constitute IUU activity in the fishery waters of Cook Islands.

*Appendices to this Annex*

Appendix 1 – Competent Authorities’ Contact Details

Appendix 2 – Fishing Authorisation Application Form

Appendix 3 – Fishing Logbook Sheet

Appendix 4 – Communication Format Reports Templates

## **Competent Authorities Contact Details**

### **EU Contact Details**

#### **1. Union Authorities**

Address: Mare B3 – Bilateral Agreements and Fisheries Control in International Waters  
Rue Joseph II, 79, 01/079  
1049 Brussels

E-mail: [mare-b3@ec.europa.eu](mailto:mare-b3@ec.europa.eu)

Telephone: (+32) 229 69 493

Fax: (+32) 229 514 33

#### **2. Union Licensing Unit**

Address: D4 - Unité Gestion intégrée des données halieutiques  
Rue Joseph II, 99  
B - 1049 Bruxelles

E-mail: [mare-licences@ec.europa.eu](mailto:mare-licences@ec.europa.eu)

Telephone: (+32) 229 91 262

#### **3. Spanish Fishing Monitoring Centre (FMC)**

Address: Centro de Seguimiento Pesquero  
Sección Sistema Localización Buques  
Subdirección General de Control e Inspección - Secretaria General de Pesca  
C/ Velazquez 147, planta baja. Madrid

Telephone : (+34) 913 471 559

E-mail: [csp@magrama.es](mailto:csp@magrama.es)



## Cook Islands Contact Details

### 1. Fishing Authority

Address: Ministry of Marine Resources  
Avarua, PO Box 85, Rarotonga  
Cook Islands

E-mail: [rar@mmr.gov.ck](mailto:rar@mmr.gov.ck)

Telephone: (+682) 29 730

Fax: (+682) 29 721

### 2. Licensing Authority

Address: Ministry of Marine Resources  
Avarua, PO Box 85, Rarotonga  
Cook Islands

E-mail: [licensing@mmr.gov.ck](mailto:licensing@mmr.gov.ck)

Telephone: (+682) 29 730

Fax: (+682) 29 721

### 3. Fishing Monitoring Centre (FMC)

Address: Ministry of Marine Resources  
Avarua, PO Box 85, Rarotonga  
Cook Islands

E-mail: [a.jones@mmr.gov.ck](mailto:a.jones@mmr.gov.ck)

Telephone: (+682) 29 730

Fax: (+682) 29 721

### 4. Cook Islands Focal point

Name: Ben Ponia, Secretary of Marine Resources

E-mail: [b.ponia@mmr.gov.ck](mailto:b.ponia@mmr.gov.ck)

Mobile Phone: (+682) 555 24

## FORM A

## GOVERNMENT OF THE COOK ISLANDS



## Marine Resources Act 2005

## APPLICATION FOR A FISHING VESSEL LICENSE

(Marine Resources (Licensing) Regulations 2012 - Regulation 4 )

- INSTRUCTIONS:** \* Clearly mark the boxes  where appropriate
- \* Answer all the questions on this form either by filling in the spaces provided or checking the appropriate answer
  - \* Underline surname or family name
  - \* Address means complete mailing address
  - \* All units Metric; Please specify if other units used

- 
1.  Cook Islands Fishing Vessel Licence  Foreign Fishing Vessel Licence  
 License (or 'Local/Cook Islands Owned' Fishing Vessel License (or Charter Fishing Vessel License)
- 

## 2. Vessel Details

Name of Vessel:

Country of Registration (Flag):

International Radio Call Sign:

Flag State Registration Number:

**PREVIOUS VESSEL DETAILS (IF APPLICABLE)**

Previous Name of Vessel:

Last Country of Registration (Flag):

Last Radio Call Sign:

Last Flag State Registration Number:

Year Change Occurred:

**VESSEL SPECIFICATIONS**

Gross Registered Tonnage (GRT):  Length Overall:

Country Built:  Year Built:

Hull Material:

Aluminium  Fibreglass  Steel  Wood  
 Other - specify

Engine Make/Model:  Total Engine Power:

Total Fuel Carrying Capacity:  Rated Speed (knots):

Total Storage Capacity:  Normal Crew Compliment:

Storage Methods:

Brine  Freezer/Air Coils  Ice  Refrigerated Sea Water

**WARNING: It is an offence, punishable by a fine, to make a false, incomplete or misleading statement. A license will not be issued, or a license issued on the basis of this application is liable to cancellation, if any of the information given is false, incomplete or misleading.**

**VESSEL TYPE**

|  |  |   |
|--|--|---|
| <input type="checkbox"/> Single Purse Seiner | <input type="checkbox"/> Longliner               | <input type="checkbox"/> Fish Carrier     |
| <i>Group Purse Seiner:</i>                   | <input type="checkbox"/> Pole and Line           | <input type="checkbox"/> Other – specify: |
| <input type="checkbox"/> Mothership          | <input type="checkbox"/> Trawler                 | <input type="text"/>                      |
| <input type="checkbox"/> Net Boat            | <input type="checkbox"/> Troller                 |   |
| <input type="checkbox"/> Search Boat         | <input type="checkbox"/> Bottom/Deep Sea Fishing |   |

**VESSEL CHARTERER/OPERATOR/OWNER/MASTER/CAPTAIN**

Charterer/Operator:

|         |                      |
|---------|----------------------|
| Name    | <input type="text"/> |
| Address | <input type="text"/> |
|         | <input type="text"/> |
|         | <input type="text"/> |

Owner:

|         |                      |
|---------|----------------------|
| Name    | <input type="text"/> |
| Address | <input type="text"/> |
|         | <input type="text"/> |
|         | <input type="text"/> |

Master/Captain:

|         |                      |
|---------|----------------------|
| Name    | <input type="text"/> |
| Address | <input type="text"/> |
|         | <input type="text"/> |
|         | <input type="text"/> |

Fishing Master:

|         |                      |
|---------|----------------------|
| Name    | <input type="text"/> |
| Address | <input type="text"/> |
|         | <input type="text"/> |
|         | <input type="text"/> |

1 Is the owner or charterer the subject of proceedings under the bankruptcy laws of any jurisdiction? If "Yes", please give details (attach details on a separate sheet).  **Yes**  **No**

2 Has the vessel ever been used in an offence against the Marine Resources Act? If "Yes", please give details (attach details on a separate sheet).  **Yes**  **No**

3 Does the vessel hold current fishing licenses elsewhere in the region? If "Yes", please specify the licensing countr(y)(ies) and license number(s).  **Yes**  **No**

Country \_\_\_\_\_

License No. \_\_\_\_\_

4 Provide details of any joint ventures or other contractual arrangements with Government of the Cook Islands or any Cook Islands Nationals in connection with the proposed fishing operations such that;

a) the Companies shall supply a statement, setting out full details of the joint venture between the Companies, jointly or severally, relating to the Company's vessels (attach details);

b) the Companies shall supply the Minister for Marine Resources with a business plan, showing full details of the proposed fishing, export and marketing operations of the Companies including projected costs and financial statements (attach details).

5 Is there currently in force an access agreement between the Government of the Cook Islands and the Government of the Flag State of the vessel in respect of which this application is made or with an association representing foreign fishing vessel owners or charterers of which the owner or charterer of the vessel is a member?  **Yes**  **No**

---

VESSEL INMARSAT ALC DETAILS

Is there a FFA VMS type approved ALC installed on the vessel? If "Yes", give details below.  *Yes*  *No*

Inmarsat mobile unit number:  Name of Installer:

Inmarsat unit serial number:  Contact Details:

Make/Model:

Software Version:

**WARNING: It is an offence, punishable by a fine, to make a false, incomplete or misleading statement. A license will not be issued, or a license issued on the basis of this application is liable to cancellation, if any of the information given is false, incomplete or misleading.**

APPLICANT DETAILS

Name :  Tick as appropriate: Authorised Agent

Address:   
  
 Charterer/Operator   
Owner

Phone:  Fax:

E-mail:

## APPLICANT DECLARATION

I hereby apply for a fishing vessel licence in respect of the .....  
**(Cook Islands Fishing Vessel / Foreign Fishing Vessel)** described above. I declare that the above information is true, complete and correct. I understand I am required to report immediately to the Secretary of Marine Resources any changes to the information given on this form within seven (7) days and further understand that failure to do so may render me liable to prosecution.

**Applicant**

**Date**

### 3. Attachments Checklist

Attach the following documentation to your application:

- Cook Islands Shipping Registration Certificate
- FFA Certificate of Registration
- Demise Charter Agreement / Fishing Charter Agreement
- Recent Photograph of the vessel and markings and identification (port and starboard shots of the whole vessel and a stern shot – not older than six months)
- Certified Schematic and Stowage Plans (*a.k.a. General Arrangements Plan*)
- Crew list and details
- Copies of any other fishing license/permit currently valid in another zone

*This application is to be forwarded to the Secretary, Ministry of Marine Resources at the address shown below and is to be accompanied by the prescribed application fee.*

The Secretary

Ministry of Marine Resources

P.O. Box 85

Avarua

Cook Islands

Telephone: (682) 28721

Fax: (682) 29721

**WARNING: It is an offence, punishable by a fine, to make a false, incomplete or misleading statement. A license will not be issued, or a license issued on the basis of this application is liable to cancellation, if any of the information given is false, incomplete or misleading.**



## Communication Format Reports Templates

### 1. ENTRY REPORT (COE)<sup>1</sup>

| Content                                    | Transmission       |
|--|--------------------|
| Destination of message                     |                    |
| Action code                                | COE                |
| Vessel Name                                |                    |
| IRCS                                       |                    |
| Position of entry                          | LT/LG              |
| Date and Time (UTC) of entry               | DD/MM/YYYY – HH:MM |
| Quantity (Mt) of fish on board per specie: |                    |
| Yellowfin (YFT)                            | (Mt)               |
| Bigeye Tuna                                | (Mt)               |
| Skipjack (SKJ)                             | (Mt)               |
| Others (Specify)                           | (Mt)               |

### 2. EXIT REPORT (COX)<sup>2</sup>

| Content                                    | Transmission       |
|--|--------------------|
| Destination of message                     |                    |
| Action code                                | COX                |
| Vessel Name                                |                    |
| IRCS                                       |                    |
| Position of exit                           | LT/LG              |
| Date and Time (UTC) of exit                | DD/MM/YYYY – HH:MM |
| Quantity (Mt) of fish on board per specie: |                    |
| Yellowfin (YFT)                            | (Mt)               |
| Bigeye Tuna                                | (Mt)               |
| Skipjack (SKJ)                             | (Mt)               |
| Others (Specify)                           | (Mt)               |

### 3. CATCH REPORT (CAT) FORMAT ONCE INSIDE FISHING AREAS WITHIN COOK ISLANDS WATERS<sup>3</sup>

| Content                                    | Transmission       |
|--|--------------------|
| Destination of message                     |                    |
| Action code                                | CAT                |
| Vessel Name                                |                    |
| IRCS                                       |                    |
| Date and Time (UTC) of report              | DD/MM/YYYY – HH:MM |
| Quantity (Mt) of fish on board per specie: |                    |
| Yellowfin (YFT)                            | (Mt)               |
| Bigeye Tuna                                | (Mt)               |
| Skipjack (SKJ)                             | (Mt)               |
| Others (Specify)                           | (Mt)               |
| Number of sets made since last report      |                    |

<sup>1</sup> Sent twenty four (24) hours before entering fishing areas within the fishery waters of the Cook Islands.

<sup>2</sup> Sent twenty four (24) hours before exiting fishing areas within the fishery waters of the Cook Islands.

<sup>3</sup> Weekly after entering fishing areas within the fishery waters of the Cook Islands.



**4. ALL REPORTS SHALL BE TRANSMITTED TO THE COMPETENT AUTHORITY THROUGH THE FOLLOWING CONTACTS:**

- a. E-mail: [a.jones@mmr.gov.ck](mailto:a.jones@mmr.gov.ck)
- b. Fax: (+682) 29721

### ANNEX III

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

- (1) The Commission shall be authorised to negotiate with Government of the Cook Islands and, where appropriate and subject to complying with point 3 of this Annex, agree on modifications to the Protocol in respect of the following issues:
  - (a) review of fishing opportunities in accordance with Articles 5 and 6 of the Protocol;
  - (b) decision on the modalities of the sectoral support in accordance with Article 3 of the Protocol;
  - (c) technical provisions of the Protocol and the Annex thereto falling within the powers of the Joint Committee in accordance with Article 6(3) of the Protocol.
- (2) In the Joint Committee established under the Agreement, the Union shall:
  - (a) act in accordance with the objectives pursued by the Union within the framework of the Common Fisheries Policy;
  - (b) follow the Council Conclusions of 19 March 2012 on a Communication on the external dimension of the Common Fisheries Policy;
  - (c) promote positions that are consistent with the relevant rules adopted by Regional Fisheries Management Organisations and in the context of joint management by coastal States.
- (3) When a decision on modifications to the Protocol referred to in point 1 is foreseen to be adopted during a Joint Committee Meeting, the necessary steps shall be taken so as to ensure that the position to be expressed on behalf of the Union takes account of the latest statistical, biological and other relevant information transmitted to the Commission.

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

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

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

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