



Council of the  
European Union

Brussels, 8 October 2018  
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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: 8 October 2018

To: Mr Jeppe TRANHOLM-MIKKELSEN, Secretary-General of the Council of  
the European Union

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No. Cion doc.: COM(2018) 678 final

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Subject: ANNEXES to the proposal for a Council Decision on the conclusion of the  
Sustainable Fisheries Partnership Agreement between the European  
Union and the Kingdom of Morocco, the Implementation Protocol thereto  
and an exchange of letters accompanying the Agreement

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Delegations will find attached document COM(2018) 678 final.

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Encl.: COM(2018) 678 final



Brussels, 8.10.2018  
COM(2018) 678 final

ANNEXES 1 to 2

**ANNEXES**

**to**

**the proposal for a Council Decision**

**on the conclusion of the Sustainable Fisheries Partnership Agreement between the European Union and the Kingdom of Morocco, the Implementation Protocol thereto and an exchange of letters accompanying the Agreement**

## ANNEX I

### **Exchange of letters between the European Union and the Kingdom of Morocco accompanying the Sustainable Fisheries Partnership Agreement between the European Union and the Kingdom of Morocco**

#### *A. Letter from the Union*

Dear Sir/Madam,

I have the honour to refer to the Sustainable Fisheries Partnership Agreement between the European Union and the Kingdom of Morocco ('the Fisheries Agreement') in regard to certain provisions of that Agreement.

Following negotiations, the European Union and the Kingdom of Morocco have agreed as follows:

1. With regard to Western Sahara, the Parties reaffirm their support for the United Nations process and the Secretary-General's efforts to achieve a final political solution in accordance with the principles and objectives of the Charter of the United Nations and on the basis of Security Council resolutions.
2. The Fisheries Agreement is being concluded without prejudice to the Parties' respective positions:
  - for the European Union, references in the Fisheries Agreement to Moroccan laws and regulations are without prejudice to its position concerning the status of the non-self-governing territory of Western Sahara, whose adjacent waters are part of the fishing zone defined in Article 1(h) of the Fisheries Agreement, and its right to self-determination,
  - for the Kingdom of Morocco, the Sahara region is an integral part of the national territory over which it exercises full sovereignty in the same manner as for the rest of the national territory. Morocco considers that any solution to this regional dispute should be based on its autonomy initiative.

I should be obliged if you would confirm that your Government is in agreement with the above.

Please accept, Sir, Madam, the assurance of my highest consideration.

*B. Letter from the Kingdom of Morocco*

Dear Sir/Madam,

I have the honour to acknowledge receipt of your letter of today's date, which reads as follows:

'Dear Sir/Madam,

I have the honour to refer to the Sustainable Fisheries Partnership Agreement between the European Union and the Kingdom of Morocco ('the Fisheries Agreement') in regard to certain provisions of that Agreement.

Following negotiations, the European Union and the Kingdom of Morocco have agreed as follows:

1. With regard to Western Sahara, the Parties reaffirm their support for the United Nations process and the Secretary-General's efforts to achieve a final political solution in accordance with the principles and objectives of the Charter of the United Nations and on the basis of Security Council resolutions.
2. The Fisheries Agreement is concluded without prejudice to the respective positions:
  - for the European Union, references in the Fisheries Agreement to Moroccan laws and regulations are without prejudice to its position concerning the status of the non-self-governing territory of Western Sahara, whose adjacent waters are part of the fishing zone defined in Article 1(h) of the Fisheries Agreement, and its right to self-determination,
  - for the Kingdom of Morocco, the Sahara region is an integral part of the national territory over which it exercises full sovereignty in the same manner as for the rest of the national territory. Morocco considers that any solution to this regional dispute should be based on its autonomy initiative.

I should be obliged if you would confirm that your Government is in agreement with the above.

Please accept, Sir, Madam, the assurance of my highest consideration.'

I am able to confirm that my Government is in agreement with the content of your letter.

Please accept, Sir, Madam, the assurance of my highest consideration.

## **PARTNERSHIP AGREEMENT**

### **on sustainable fisheries between the European Union and the Kingdom of Morocco**

THE EUROPEAN UNION, hereinafter referred to as ‘the Union’, and

THE KINGDOM OF MOROCCO, hereinafter referred to as ‘Morocco’,

Both referred to as ‘the Parties’,

CONSIDERING the close working relationship between the Union and Morocco, particularly in the context of the Euro-Mediterranean Agreement establishing an association between the Union and its Member States, of the one part, and the Kingdom of Morocco, of the other part, and their mutual desire to intensify this relationship;

COMMITTED to strict compliance with international law and fundamental human rights while ensuring mutual benefits for the Parties concerned;

BEARING in mind that this Agreement forms part of their comprehensive partnership covering economic, political and security matters and the fight against irregular migration, including its root causes;

HAVING REGARD TO the United Nations Convention on the Law of the Sea (UNCLOS);

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

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

AIMING, to these ends, to take into account available scientific advice and relevant management plans adopted by the competent regional fisheries management organisations so as to ensure the environmental sustainability of fishing activities and to promote ocean governance internationally;

RESOLVED, for these purposes, to set up a dialogue on matters such as fisheries governance, the fight against illegal, unreported and unregulated fishing and the monitoring, control and surveillance of fishing activities;

AIMING for access to the fishing zone to be based on the activity of the Union fishing fleet and for it to obtain an appropriate share of surplus fishery resources, taking into account the specificity of each Agreement, and to benefit from the technical fishing conditions applying to all fleets;

CONVINCED that the partnership must be based on initiatives and measures which, whether taken jointly or individually, are complementary and consistent with policy and ensure synergy of efforts;

DECIDED, to these ends, to help promote, within the framework of Morocco's sectoral fisheries policy, including in the fishing zone covered by this Agreement, the development of a partnership with a view, in particular, to identifying the most appropriate means of ensuring that this policy is effectively implemented and that economic operators and civil society are involved in the process;

AIMING to lay down the terms and conditions for access to the fishing zone by Union vessels and, in this regard, to ensure that their fishing activities exclusively target available resources, taking into account the fishing capacity of the fleets operating in the zone while paying special attention to the straddling and highly migratory nature of certain species;

DETERMINED to pursue closer economic and social cooperation with a view to establishing and strengthening sustainable fisheries and contributing to improved ocean governance, including by developing investments in line with the country's development objectives involving enterprises of the Parties;

HEREBY AGREE AS FOLLOWS:

## GENERAL PROVISIONS

### *Article 1*

#### *Definitions*

For the purposes of this Agreement, the following definitions shall apply:

- (a) 'authorities of the Kingdom of Morocco' means the Ministry of Agriculture, Sea Fisheries, Rural Development, Water and Forests — Sea Fisheries Department;
- (b) 'Union authorities' means the European Commission;
- (c) 'Agreement' means this Sustainable Fisheries Partnership Agreement between the European Union and the Kingdom of Morocco, the accompanying exchange of letters, the Protocol on the implementation of this Agreement and the Annex and Appendices thereto;
- (d) 'fishing activity' means searching for fish, shooting, setting, towing, hauling of a fishing gear, taking catch on board, transshipping, retaining on board, processing on board, transferring, caging, fattening and landing of fish and fishery products;
- (e) 'fishing vessel' means any vessel equipped for commercial exploitation of marine biological resources;
- (f) 'Union vessel' means a fishing vessel flying the flag of a Member State of the Union and registered in the Union;
- (g) 'shipowner' means the person who is legally responsible for and in charge and control of a fishing vessel;
- (h) 'fishing zone' means the waters of the Eastern Central Atlantic Ocean between the parallels 35° 47' 18" north and 20° 46' 13" north, including the adjacent waters of Western Sahara<sup>1</sup>, covering all management areas. This definition shall not affect any

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<sup>1</sup> The Sahara region according to the Moroccan position.

negotiations on the delimitation of the sea areas of coastal States bordering the fishing zone or the rights of third countries in general;

- (i) 'management area' means an area of activity delimited by geographical coordinates, permitted gears or authorised species;
- (j) 'fishing authorisation' means a fishing licence issued by the authorities of the Kingdom of Morocco to a Union fishing vessel, conferring the right to engage in fishing activities in the fishing zone;
- (k) 'direct fishing authorisation' means a fishing licence issued by the authorities of the Kingdom of Morocco to a Union fishing vessel outside the scope of the Agreement;
- (l) 'stock' means a marine biological resource found in a given area;
- (m) 'fishery products' means aquatic organisms caught as a result of fishing activities;
- (n) 'aquaculture products' means aquatic organisms at any stage of their life cycle resulting from any aquaculture activity or products derived therefrom;
- (o) 'fisheries sector' means the sector of the economy encompassing all activities of production, processing and marketing of fisheries and aquaculture products;
- (p) 'fisherman' means any person engaging in commercial fishing activities recognised by the Parties;
- (q) 'fishing opportunity' means a quantified legal entitlement to fish, expressed in terms of catches or fishing effort;
- (r) 'sustainable fishing' means fishing in line with the objectives and principles laid down by the Code of Conduct for Responsible Fisheries adopted at the Food and Agriculture Organisation (FAO) Conference in 1995.

## *Article 2*

### *Subject matter*

This Agreement sets up a framework for legal, environmental, economic and social governance for fishing activities carried out by Union vessels, laying down in particular:

- (a) the conditions under which Union vessels may engage in fishing activities in the fishing zone;
- (b) economic and financial cooperation in the fisheries sector with a view to establishing a partnership in support of the fisheries sector and strengthening ocean governance;
- (c) administrative cooperation in order to implement the financial contribution;
- (d) scientific and technical cooperation with a view to ensuring the sustainable exploitation of fisheries resources in the fishing zone and developing the fisheries sector;
- (e) cooperation on inspection and surveillance measures for monitoring activities in the fishing zone, so as to ensure that the rules in force are complied with and guarantee that measures aimed at conserving fisheries resources and managing fishing activities are effective, in particular with a view to combating illegal, unreported and unregulated fishing.

### Article 3

#### ***Principles and objectives regarding the implementation of this Agreement***

1. The Parties undertake to promote sustainable fishing in the fishing zone based on the principle of non-discrimination between the different fleets present in that zone.
2. The authorities of the Kingdom of Morocco undertake to ensure that access to the fishing zone is based on the activity of the Union fishing fleet. The authorities of the Kingdom of Morocco shall ensure that the European fleet receives an appropriate share of surplus fishery resources, taking into account the specificity of each agreement. The European fleet shall be granted the same technical fishing conditions as all other fleets.
3. The Parties undertake to inform one another about any fisheries agreements and arrangements entered into with a third party.
4. The Parties agree that Union fishing vessels are only to catch the allowable catch surplus referred to in Article 62(2) and (3) of the UNCLOS, as identified, in a clear and transparent manner, on the basis of available and relevant scientific advice and relevant information exchanged between the Parties on the total fishing effort exerted on the affected stocks by all fleets operating in the fishing zone.
5. With respect to straddling or highly migratory fish stocks, the Parties shall take due account of scientific assessments conducted at regional level as well as conservation and management measures adopted by relevant regional fisheries management organisations to determine the resources available for access.
6. The Parties undertake to ensure that this Agreement is implemented under a legal, environmental, economic and social governance framework with respect to the fishing activities of Union vessels.
7. The Parties undertake, in their mutual interest, to establish a close dialogue, facilitate consultation and inform one another in particular on the implementation of sectoral fisheries policy and ocean governance.
8. The Parties shall also cooperate in carrying out *ex ante*, ongoing and *ex post* evaluations, both jointly and unilaterally, of measures, programmes and actions implemented under this Agreement.
9. The Parties undertake to ensure that the Declaration of the International Labour Organisation (ILO) on fundamental principles and rights at work is fully applicable to all seamen signed on to Union vessels, in particular as regards freedom of association, collective bargaining and the elimination of discrimination in respect of employment and occupation.
10. This Agreement is in line with the Euro-Mediterranean Agreement establishing an association between the European Union and the Kingdom of Morocco of 26 February 1996, hereinafter referred to as 'the Association Agreement'. It helps to meet the general objectives of the Association Agreement and aims to ensure the sustainability of fisheries resources from an ecological, economic and social perspective.
11. The Agreement shall be implemented in accordance with Article 1 of the Association Agreement on developing dialogue and cooperation and Article 2 of the same Agreement concerning the respect for democratic principles and fundamental human rights.



#### *Article 4*

##### *Access to the fishing zone by Union vessels*

The authorities of the Kingdom of Morocco undertake to authorise Union vessels to engage in fishing activities in the fishing zone in accordance with this Agreement.

#### *Article 5*

##### *Conditions for carrying out fishing activities and exclusivity clause*

1. In order to engage in fishing activities in the fishing zone covered by this Agreement, Union vessels must be in possession of a fishing authorisation issued under this Agreement. Any fishing activity outside the framework of this Agreement shall be prohibited.
2. The authorities of the Kingdom of Morocco shall not issue fishing authorisations to Union vessels other than under this Agreement. It shall be prohibited to issue any fishing authorisation to Union vessels outside the framework of this agreement, in particular in the form of direct authorisations.
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 Protocol and the Annex and Appendices thereto.
4. The Parties shall ensure the proper implementation of these procedures and conditions by way of appropriate administrative cooperation between their competent authorities.

#### *Article 6*

##### *Laws and regulations governing fishing activities*

1. With a view to ensuring a regulatory framework for sustainable fishing, Union vessels operating in the fishing zone shall comply with the Moroccan laws and regulations governing fishing activities in that zone, unless otherwise provided for in this Agreement. The authorities of the Kingdom of Morocco shall notify the Union authorities of the applicable laws and regulations no later than one month prior to the application of this Agreement.
2. The Union undertakes to take all appropriate measures to ensure that its vessels comply with this Agreement and with the notified laws and regulations, and that the monitoring, control and surveillance measures relating to fishing activities under this Agreement are effectively applied.  
  
Union vessels must cooperate with the authorities of the Kingdom of Morocco responsible for monitoring, control and surveillance.
3. The Parties shall inform one another before adopting any general decision that may have a bearing on the activities of Union vessels under this Agreement. The Parties shall notify one another of any changes in their respective fisheries policy or legislation with a potential impact on the activities of Union vessels under this Agreement.

Any amendments to legislation affecting the activities of Union vessels in the fishing zone shall be enforceable with respect to Union vessels from the 60th day, save in exceptional cases where this time limit is not applicable, after the Union authorities have received the notification from Morocco.

## GENERAL COMMITMENTS AND OBLIGATIONS

### *Article 7*

#### ***Partnership***

The Parties agree to strengthen their partnership, including in the fields of scientific cooperation, cooperation between economic operators, cooperation in the area of monitoring, control and surveillance (MCS), combating illegal, unreported and unregulated (IUU) fishing, and administrative cooperation aimed at implementing a sustainable fisheries policy.

### *Article 8*

#### ***Scientific cooperation***

1. During the period covered by the Agreement, the Parties shall cooperate to monitor the state of resources in the fishing zone. To this end, a joint scientific meeting shall be set up, to be held once a year alternately in the Union and in Morocco.
2. Based on the conclusions of the scientific meeting and the best available scientific advice, the Parties shall consult each other in the Joint Committee provided for in Article 13 and, where necessary and by mutual agreement, take measures to ensure the sustainable management of fisheries resources.
3. The Parties undertake to consult each other, either directly or within the relevant international organisations, on the management and conservation of living resources and to cooperate with respect to scientific research in this field.

### *Article 9*

#### ***Cooperation between economic operators***

1. The Parties shall encourage economic, scientific and technical cooperation in the fisheries sector and related sectors. They shall consult one another in order to facilitate and promote various measures that might be taken to this end.
2. The Parties undertake to promote the exchange of information on fishing techniques and gear, preservation methods and the industrial processing of fisheries products.
3. The Parties shall endeavour to create conditions favourable to the promotion of relations between their enterprises in the technical, economic and commercial spheres, by helping to create an environment favourable to the development of business and investment.
4. The Parties shall encourage, in particular, the promotion of investments in their mutual interest, in compliance with the legislation in force.

### *Article 10*

#### ***Cooperation in the area of monitoring, control and surveillance and combating illegal, unreported and unregulated fishing***

1. The Parties undertake to cooperate in the area of monitoring, control and surveillance of fishing activities in the fishing zone and to combat illegal, unreported and unregulated fishing with a view to establishing sustainable fishing.
2. The authorities of the Kingdom of Morocco shall ensure that the provisions relating to fisheries inspection laid down in this Agreement and in the Protocol hereto are applied effectively. Union vessels shall cooperate with the Moroccan authorities responsible for carrying out such inspections.

## *Article 11*

### ***Administrative cooperation***

To ensure that measures for the conservation and management of fishery resources are effective, the Parties shall:

- put in place administrative cooperation with a view to ensuring that Union vessels comply with the provisions of this Agreement, in particular those referred to in Article 6;
- cooperate to prevent and combat illegal fishing, in particular through the exchange of information and close administrative cooperation.

## *Article 12*

### ***Financial contribution***

1. The financial contribution is defined in the Protocol and the Annex and Appendices thereto.

2. The financial contribution referred to in paragraph 1 shall include:

- (a) financial compensation granted by the Union for access by Union vessels to the fishing zone;
- (b) fees to be paid by the owners of the Union vessels;
- (c) sectoral support granted by the Union towards the implementation of a sustainable fisheries policy and ocean governance, subject to annual and multiannual programming.

3. The financial contribution granted by the Union shall be paid each year in accordance with the Protocol.

4. The Parties shall seek a fair geographical and social distribution of the socio-economic benefits arising from this Agreement, in particular in terms of infrastructure, basic social services, the setting-up of businesses, vocational training and programmes aimed at developing and modernising the fisheries sector, to ensure that this distribution benefits the relevant populations in a way that is proportionate to the fishing activities.

5. The amount of the financial contribution referred to in paragraph 2(a) may be revised by the Joint Committee if:

- (a) the fishing opportunities granted to Union vessels are reduced, in particular for the purposes of managing the stocks concerned where this is considered necessary for the conservation and sustainable exploitation of resources on the basis of the best available scientific advice;
- (b) the fishing opportunities granted to Union vessels are increased if, according to the best available scientific advice, the state of resources so permits;
- (c) the agreement is suspended or terminated pursuant to Articles 20 and 21 thereof.

6. The financial contribution referred to in paragraph 2(c) shall be:

- (a) dissociated from the payments regarding access costs referred to in paragraph 2(a) and (b);
- (b) determined and conditioned by the achievement of the objectives of sectoral support in accordance with the Protocol and the annual and multiannual programming for its implementation.

7. The amount of the financial contribution referred to in paragraph 2(c) may be reviewed by the Joint Committee in the case of a reassessment of the terms of financial support for sectoral policy implementation.

## **INSTITUTIONAL PROVISIONS**

### *Article 13*

#### ***Joint Committee***

1. A Joint Committee shall be set up, made up of representatives of the Parties. It shall be responsible for monitoring the application of this Agreement and may amend the Protocol and the Annex and Appendices thereto.

2. The Joint Committee shall:

- (a) monitor the performance, interpretation and application of this Agreement, in particular the definition of the annual and multiannual programming referred to in Article 12(6)(b) and the evaluation of its implementation;
- (b) define and evaluate the annual and multiannual programming of the financial contribution referred to in Article 12(2)(c);
- (c) examine the geographical and social distribution of socio-economic benefits to the relevant populations as referred to in Article 12(4);
- (d) provide the necessary liaison for matters of mutual interest relating to fisheries;
- (e) act as a forum for the amicable settlement of any disputes regarding the interpretation or application of this Agreement.

3. The Joint Committee may approve amendments to the Protocol and the Annex and Appendices thereto concerning:

- (a) an adjustment of the fishing opportunities and, as a consequence, of the financial contribution referred to in Article 12(2)(a) and (b);
- (b) the sectoral support arrangements and, as a consequence, the financial contribution referred to in Article 12(2)(c);
- (c) the technical conditions and arrangements under which Union vessels carry out their fishing activities;
- (d) any other function that the Parties decide, by mutual agreement, to confer on it, including with regard to combating IUU fishing and ocean governance.

5. The Joint Committee shall meet at least once a year, alternately in Morocco and in the Union or as otherwise agreed by the Parties, and shall be chaired by the Party hosting the meeting. It shall hold a special meeting at the request of either Party.

The conclusions of Joint Committee meetings shall be recorded in minutes signed by the Parties.

6. The Joint Committee may adopt its own rules of procedure.

### *Article 14*

#### ***Area of application***

This Agreement shall apply to the territories subject, on the one hand, to the Treaty establishing the European Union and, on the other hand, to the laws and regulations referred to in Article 6(1).

## **FINAL PROVISIONS**

### *Article 15*

#### ***Dispute settlement***

The Parties shall consult each other on any dispute concerning the interpretation or application of this Agreement.

### *Article 16*

#### ***Status of the Protocol, Annex, Appendices and Exchange of Letters***

The Protocol and the Annex and Appendices thereto and the Exchange of Letters accompanying this Agreement shall form an integral part of the Agreement and shall also be governed by these final provisions.

### *Article 17*

#### ***Language and entry into force***

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

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

### *Article 18*

#### ***Duration***

This Agreement shall apply for an unlimited period.

### *Article 19*

#### ***Provisional application***

This Agreement may be applied on a provisional basis from the date of signature authorised by the Council of the Union where the Parties have mutually agreed to this in an exchange of notifications.

### *Article 20*

#### ***Suspension***

1. Application of this Agreement may be suspended at the initiative of either one of the Parties in one or more of the following cases:

- (a) where circumstances, other than natural phenomena, arise which are beyond the reasonable control of one of the Parties and are such as to prevent fishing in the fishing zone;
- (b) where a dispute arises between the Parties over the interpretation or implementation of this Agreement, in particular as regards compliance with Articles 6, 10 and 12;

- (c) where one of the Parties fails to comply with this Agreement;
- (d) where the sectoral policy that led to the conclusion of this Agreement changes significantly, triggering a request by either one of the Parties to amend it.

2. Suspension of application of this Agreement shall be notified by the interested Party to the other Party in writing and shall take effect 3 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 3 months.

3. Where 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. Once such settlement is reached, implementation of the Agreement shall resume and the amount of the financial contribution referred to in Article 12(2) shall, unless otherwise agreed, be reduced proportionately and *pro rata temporis* according to the period during which implementation of the Agreement was suspended.

#### *Article 21*

#### ***Termination***

1. This Agreement may be terminated at the initiative of either one of the Parties in one or more of the following cases:

- (a) where circumstances, other than natural phenomena, arise which are beyond the reasonable control of one of the Parties and are such as to prevent fishing in the fishing zone;
- (b) in the event of degradation of the stocks concerned;
- (c) in the event of reduced exploitation of the fishing opportunities granted to Union vessels;
- (d) where undertakings made by the Parties with regard to combating IUU fishing are not complied with;
- (e) where a dispute arises between the Parties over the interpretation or implementation of this Agreement;
- (f) where one of the Parties fails to comply with this Agreement;
- (g) where the sectoral policy which led to the conclusion of this Agreement changes significantly, triggering a request by either one of the Parties to amend it.

2. Termination of the Agreement shall be notified by the Party concerned to the other Party in writing and shall take effect 6 months after receipt of notification except if the Parties decide, by mutual agreement, to extend this period.

3. The Parties shall consult each other from the time when termination is notified with a view to finding an amicable settlement to their dispute within 6 months.

4. Payment of the financial contribution referred to in Article 12 for the year in which the termination takes effect shall be reduced proportionately and *pro rata temporis*. Such a reduction shall also apply if either Party terminates the provisional application.

*Article 22*

***Review***

The Parties agree to review this Agreement in order to take into account any changes in the legal, environmental, economic and social governance framework that may affect Union fishing activities.

*Article 23*

***Repeal***

The Fisheries Partnership Agreement between the European Community and the Kingdom of Morocco which entered into force on 28 February 2007 is hereby repealed.

## **PROTOCOL**

### **on the implementation of the Sustainable Fisheries Partnership Agreement between the European Union and the Kingdom of Morocco**

#### *Article 1*

##### ***Definitions***

For the purposes of this Protocol, the definitions laid down in Article 1 of the Agreement shall apply, except as amended below and supplemented as follows:

1. 'Fisheries Agreement' means the Sustainable Fisheries Partnership Agreement between the European Union and the Kingdom of Morocco and the accompanying exchange of letters;
2. 'Protocol' means this implementing protocol to the Fisheries Agreement and the Annex and Appendices hereto;
3. 'landing' means the unloading of any quantity of fisheries products from on board a fishing vessel to land;
4. 'transhipment' means the unloading of all or some of the fisheries products on board a vessel to another vessel;
5. 'observer' means any person authorised by a national authority, in accordance with the Annex, to observe the implementation of the rules applicable to a fishing activity, or to observe the activity for scientific purposes;
6. 'fishing licence' means an administrative authorisation issued by the Department to the shipowner against an annual fee, entitling it to fish in the management area during the period for which it was granted;
7. 'operator' means a natural or legal person who operates or holds an undertaking carrying out activities related to any stage of the production, processing, marketing, distribution or retailing of fisheries and aquaculture products;
8. 'Delegation' means the Delegation of the European Union to Morocco;
9. 'Department' means the Sea Fisheries Department of the Ministry of Agriculture, Sea Fisheries, Rural Development, Water and Forests.

#### *Article 2*

##### ***Objective***

The purpose of this Protocol is to implement the provisions of the Fisheries Agreement, laying down in particular the conditions for access by Union vessels to the fishing zone defined in Article 1(h) thereof, and the implementing provisions of the Sustainable Fisheries Partnership.

#### *Article 3*

##### ***Fishing opportunities***

1. From the date of application of this Protocol and for the period set out in Article 16, the following fishing opportunities are granted pursuant to Article 5 of the Fisheries Agreement:
  - (a) for the category 'Small-scale pelagic fishing with seines, north': 22 vessels, hereinafter referred to as 'Category 1';



- (b) for the category ‘Small-scale fishing with bottom longlines, north’: 35 vessels, hereinafter referred to as ‘Category 2’;
- (c) for the category ‘Small-scale pole-and-line fishing, south’: 10 vessels, hereinafter referred to as ‘Category 3’;
- (d) for the category ‘Demersal fishing with bottom trawls and bottom longlines, south’: 16 vessels, hereinafter referred to as ‘Category 4’;
- (e) for the category ‘Small-scale tuna fishing with poles’: 27 vessels, hereinafter referred to as ‘Category 5’;
- (f) for the category ‘Industrial pelagic or semi-pelagic trawling and purse seining’: an annual quota of:
  - (i) 85 000 tonnes for the first year of application, 18 vessels,
  - (ii) 90 000 tonnes for the second year of application, 18 vessels,
  - (iii) 100 000 tonnes for the third and fourth years of application, 18 vessels,hereinafter referred to as ‘Category 6’.

2. Paragraph 1 shall apply subject to the provisions of Articles 5, 10 and 20 of this Protocol.

3. Under Article 5 of the Fisheries Agreement, Union vessels must be in possession of a fishing licence issued under this Protocol and in accordance with the Annex and Appendices in order to engage in fishing activities in the fishing zone.

4. The Parties agree to exchange information in the Joint Committees on catches or on the total fishing effort exerted on the stocks concerned by all the fleets operating in the fishing zone as required by Article 3(4) of the Fisheries Agreement.

#### *Article 4*

##### ***Financial contribution***

1. The total annual value of the Protocol is estimated at:

1.1. EUR 48 100 000 for the first year of application. This amount can be broken down as follows:

- (a) EUR 37 000 000 from the financial contribution referred to in Article 12 of the Fisheries Agreement, allocated as follows:
  - (i) EUR 19 100 000 as financial compensation for access by Union vessels to the fishing zone, as referred to in Article 12(2)(a) of the Fisheries Agreement;
  - (ii) EUR 17 900 000 as sectoral support as referred to in Article 12(2)(c) of the Fisheries Agreement;
- (b) EUR 11 100 000 corresponding to the estimated fees payable by shipowners, as referred to in Article 12(2)(b) of the Fisheries Agreement.

1.2. EUR 50 400 000 for the second year of application. This amount can be broken down as follows:

- (a) EUR 38 800 000 from the financial contribution referred to in Article 12 of the Fisheries Agreement, allocated as follows:

- (i) EUR 20 000 000 as financial compensation for access by Union vessels to the fishing zone, as referred to in Article 12(2)(a) of the Fisheries Agreement;
    - (ii) EUR 18 800 000 as sectoral support as referred to in Article 12(2)(c) of the Fisheries Agreement;
  - (b) EUR 11 600 000 corresponding to the estimated fees payable by shipowners, as referred to in Article 12(2)(b) of the Fisheries Agreement.
- 1.3. EUR 55 100 000 for the third and fourth years of application. This amount can be broken down as follows:
- (a) EUR 42 400 000 from the financial contribution referred to in Article 12 of the Fisheries Agreement, allocated as follows:
    - (i) EUR 21 900 000 as financial compensation for access by Union vessels to the fishing zone, as referred to in Article 12(2)(a) of the Fisheries Agreement;
    - (ii) EUR 20 500 000 as sectoral support as referred to in Article 12(2)(c) of the Fisheries Agreement;
  - (b) EUR 12 700 000 corresponding to the estimated fees payable by shipowners, as referred to in Article 12(2)(b) of the Fisheries Agreement.
2. Pursuant to Article 12 of the Fisheries Agreement and in particular paragraph 4 thereof, and subject to the provisions of Article 5, the authorities of the Kingdom of Morocco shall allocate the financial contribution in accordance with the provisions of Articles 6 and 7 of this Protocol.
3. Paragraph 1 shall apply subject to the provisions of Articles 5, 10, 18, 19 and 20 of this Protocol.
4. The financial contribution referred to in Article 12(2)(a) and (c) of the Fisheries Agreement shall be paid to the Treasurer-General of the Kingdom of Morocco into a dedicated account opened with the Public Treasury of the Kingdom of Morocco, the references of which shall be communicated by the authorities of the Kingdom of Morocco.

#### *Article 5*

#### ***Adjustment of fishing opportunities***

1. The fishing opportunities referred to in Article 3 of this Protocol may be adjusted by the Joint Committee in accordance with Article 13(3)(a) of the Fisheries Agreement, by mutual agreement and insofar as the adjustment does not prejudice the sustainability of resources in the fishing zone. The adjustment may relate to the number of vessels, the target species or the quota allocated under Article 3 for each category.
  2. In accordance with Article 12(5) of the Fisheries Agreement, if fishing opportunities are increased or reduced, the financial compensation provided for in Article 12(2)(a) of the Agreement shall be adjusted proportionately to the fishing opportunities, *pro rata temporis* and on the basis of the estimated value of catches for the categories concerned. The adjustment is subject to approval by the Joint Committee.
- However, there can be no increase in fishing opportunities corresponding to twice the financial compensation paid by the Union under Article 12(2)(a) of the Fisheries Agreement.

## Article 6

### ***Financial compensation for access to the fishing zone and fees to be paid by shipowners***

1. The financial compensation referred to in Article 12(2)(a) and the fees referred to in Article 12(2)(b) of the Fisheries Agreement shall be subject to a fair geographical and social distribution of the socio-economic benefits to ensure that the compensation benefits the relevant populations, in accordance with Article 12(4) of the Agreement.
2. No later than 3 months after the date of application of this Protocol, the authorities of the Kingdom of Morocco shall present a method ensuring the geographical and social distribution referred to in paragraph 1 and a distribution key for the allocated amounts, which shall be examined by the Joint Committee.
3. Any significant changes in the geographical and social distribution shall be examined by the Parties in the Joint Committee.
4. Each year the authorities of the Kingdom of Morocco shall present, within 3 months, an annual report on the geographical and social distribution in the previous financial year.
5. Before the expiry of this Protocol, the authorities of the Kingdom of Morocco shall submit a final report on the geographical and social distribution of the amounts referred to in paragraph 1.

## Article 7

### ***Allocation of sectoral support***

1. The sectoral support referred to in Article 12(2)(c) of the Fisheries Agreement shall contribute to developing and implementing sectoral policy as part of the national development strategy for the fisheries sector.
2. No later than 3 months after the date of application of this Protocol, the Joint Committee shall agree on a multiannual sectoral programme and detailed implementing rules comprising, in particular:
  - (a) annual and multiannual guidelines for the use of the amount granted as sectoral support in accordance with Article 12(4) of the Fisheries Agreement;
  - (b) annual and multiannual objectives to be achieved with the aim of developing sustainable fishing activities, taking account of the priorities of the authorities of the Kingdom of Morocco set out in its national sectoral policy;
  - (c) criteria, reports and procedures, including budgetary and financial indicators, and inspection and audit methods to be used to assess the results obtained on an annual basis.
3. Any amendment to those guidelines, objectives, criteria and indicators are subject to approval by the Parties in the Joint Committee.
4. The authorities of the Kingdom of Morocco shall present an annual report on progress made in projects implemented in the context of sectoral support, which shall be examined by the Joint Committee. The structure of the report shall be determined by the Joint Committee at the latest 3 months after the date of application of this Protocol.
5. Once projects are completed, the authorities of the Kingdom of Morocco shall present, according to their nature and duration, an implementation report to be examined by the Joint Committee. The content of this report shall be defined by the Joint Committee.

6. Before the Protocol expires, the authorities of the Kingdom of Morocco shall submit a final report on the implementation of sectoral support under this Protocol, including the elements referred to in the preceding paragraphs.

7. The Parties shall, if necessary, continue to monitor the implementation of sectoral support for up to 6 months after the expiry, suspension or termination of this Protocol as provided for herein. However, to allow monitoring of sectoral support for a given action or project to be extended for an additional period of up to 6 months, account shall be taken of any previous validation by the Joint Committee of that action or project.

8. The Parties shall draw up a communication and visibility plan relating to the Fisheries Agreement. The plan shall be subject to approval by the first Joint Committee.

#### *Article 8*

##### *Payments*

1. The financial contribution provided for in Article 12(2)(a) of the Fisheries Agreement shall be paid:

- (a) for the first year, no later than 2 months after the meeting of the Joint Committee approving the allocation method referred to in Article 6(2);
- (b) for subsequent years, on the anniversary date of the application of this Protocol, subject to analysis by the Joint Committee in accordance with paragraphs 4 and 5.

2. The financial contribution provided for in Article 12(2)(c) of the Fisheries Agreement shall be paid:

- (a) for the first year, no later than 2 months after the Joint Committee has approved the annual and multiannual programming provided for in Article 7(2) of this Protocol;
- (b) for subsequent years, 2 months after approval by the Joint Committee of the results achieved in the previous year and of the annual programming for the following financial year.

3. The fees due from shipowners shall be paid as provided for in Chapter I, Section E, of the Annex to this Protocol.

4. Each year the Joint Committee shall confirm that the results achieved are consistent with the programming and that payments are consistent with the geographical and social distribution key.

5. If the results achieved are not consistent with the programming or the method referred to in Article 6(2) and (3), including as regards geographical and social distribution, the payments and the related fishing activities may be adjusted or, as the case may be, partially or totally suspended. In such cases the Parties shall continue to consult each other, and the payments and related fishing activities shall resume once fulfilment of the conditions laid down in paragraph 4 is confirmed by the Joint Committee.

#### *Article 9*

##### *Scientific coordination*

1. In accordance with Articles 3 and 8 of the Fisheries Agreement the Parties undertake to hold scientific meetings, on a regular basis or when the need arises, to examine issues of a scientific nature and, if necessary and at the request of the Joint Committee, the estimated first-sale value of catches at the place of landing or in end markets.

2. The mandate, composition and running of these scientific meetings shall be laid down by the Joint Committee.

#### *Article 10*

##### ***Scientific fishing campaigns***

For research purposes and to advance scientific and technical knowledge, a scientific fishing campaign may be conducted in the fishing zone at the request of the Joint Committee. The arrangements for implementing the scientific fishing campaign shall be set out in more detail in accordance with Chapter III of the Annex to this Protocol.

#### *Article 11*

##### ***Cooperation between economic operators***

The Parties shall, in accordance with the applicable legislation and regulations, promote contacts and help ensure cooperation between economic operators in the following areas:

- (a) development of fisheries-related industries, in particular naval construction and repair and the manufacturing of fishing gear and materials;
- (b) promoting the exchange of professional expertise and training of managers in the sea fishing sector;
- (c) sale of fishery products;
- (d) marketing;
- (e) aquaculture and the blue economy.

#### *Article 12*

##### ***Failure to comply with provisions of and obligations under this Protocol***

In accordance with the provisions of this Protocol and the legislation in force in the fishing zone, the authorities of the Kingdom of Morocco reserve the right to apply penalties as provided for in the Annex in the event of non-compliance with the provisions of this Protocol and obligations arising from its application.

#### *Article 13*

##### ***Electronic data exchange***

The Parties undertake to set up as soon as possible the systems, such as ERS, that are necessary to ensure the electronic exchange of all information and documents linked to the technical management of this Protocol, such as data on catches, VMS positions and notifications of entry into and exit from the zone by Union vessels operating under this Fisheries Agreement.

#### *Article 14*

##### ***Confidentiality***

1. The Parties undertake to ensure that all nominative data relating to Union fishing vessels and their fishing activities obtained under the Agreement, including data collected by observers, are processed in accordance with confidentiality and data protection principles.

2. The Parties shall ensure that only aggregated data relating to fishing activities in the fishing zone are made public.
3. Data which may be considered confidential shall be used by the competent authorities exclusively for the purposes of implementing the Agreement and for fisheries management, control and monitoring.
4. With regard to personal data transmitted by the Union, appropriate safeguards and legal remedies may be established by the Joint Committee in accordance with the General Data Protection Regulation.

#### *Article 15*

##### ***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.

#### *Article 16*

##### ***Duration***

Notwithstanding Article 18 of the Fisheries Agreement, this Protocol shall apply for a period of 4 years from the date of its entry into force or, as the case may be, of its provisional application.

#### *Article 17*

##### ***Provisional application***

This Agreement may be applied on a provisional basis from the date of signature authorised by the Council of the Union where the Parties have mutually agreed to this in an exchange of notifications.

#### *Article 18*

##### ***Suspension***

Application of this Protocol may be suspended at the initiative of either one of the Parties in accordance with Article 20 of the Fisheries Agreement.

#### *Article 19*

##### ***Termination***

This Protocol may be terminated at the initiative of either one of the Parties in accordance with the provisions of Article 21 of the Fisheries Agreement.

#### *Article 20*

##### ***Review***

This Protocol may be reviewed at the initiative of either one of the Parties in accordance with the provisions of Article 22 of the Fisheries Agreement.

**ANNEX**  
**CONDITIONS FOR FISHING ACTIVITIES BY UNION VESSELS IN THE FISHING ZONE**

**CHAPTER I**

**PROVISIONS ON LICENCE APPLICATIONS AND THE ISSUING OF LICENCES**

**A. LICENCE APPLICATIONS**

1. Only eligible vessels may obtain a licence to fish in the fishing zone.
2. In order for a vessel to be eligible, the owner, the master and the vessel itself must not be banned from fishing in the fishing zone, nor may the vessel be legally listed as an IUU vessel.
3. They must be in compliance with the legislation in force and have fulfilled all prior obligations arising from their fishing activities in the fishing zone.
4. The Union authorities shall submit to the Sea Fisheries Department of the Ministry of Agriculture, Sea Fisheries, Rural Development, Water and Forests (hereinafter referred to as 'the Department') the lists of vessels applying to engage in fishing activities within the limits laid down in the datasheets annexed to the Protocol, at least 20 days before the licences applied for are due to become valid.

These lists shall:

- (a) be sent to the Department by electronic mail using addresses to be communicated, by exchange of letters, before the date of application of the Protocol;
  - (b) state the number of vessels per fishing category and management area and, for each vessel, its main characteristics, the amounts to be paid broken down by heading and the gear(s) to be used during the period applied for and, for category 6, the requested quota in tonnes of catches in the form of monthly forecasts.
5. With respect to category 6, if, in any given month, catches
- (a) reach the vessel's provisional monthly quota before the end of the month in question, the shipowner may send the Department, via the Union authorities, an adjusted provisional monthly catch forecast and a request for an extension of its provisional monthly quota;
  - (b) remain below the vessel's provisional monthly quota, the corresponding amount of the quota or fee shall be carried forward to the next period of activity in the current calendar year.
6. Individual licence applications, grouped by fishing category, shall be submitted to the Department at the same time as the lists referred to above, based on the sample form provided in Appendix 1.
7. Each licence application shall be accompanied by the following documents:
- (a) a copy of the tonnage certificate, duly certified by the flag State;
  - (b) a recent digital colour photograph, with a minimum graphic resolution of 1 400 × 1 050 pixels, authenticated according to the procedures in force in the flag State, showing a lateral view of the vessel in its current state with the letters and registration numbers clearly visible. The photograph shall be at least 15 cm by 10 cm in size;

- (c) proof of payment of the annual fees for the fishing licence as defined by the applicable legislation and of fees and observer expenses as set out in Section E below;
- (d) any other documents or certificates required under the specific provisions applicable to the type of vessel concerned pursuant to this Protocol.

8. Where a licence is renewed year after year under this Protocol in respect of a vessel whose technical characteristics have not changed, the renewal application shall only be accompanied by proof of payment of the fishing licence fees, other fees and the observers' expenses.

9. The licence application forms and all documents referred to in paragraph 6 above that contain information necessary for the drawing-up of fishing licences shall be submitted by the Union authorities to the Department by electronic mail.

## **B. ISSUING OF LICENCES**

1. The Department shall issue fishing licences to the Union authorities, via the EU Delegation to Morocco ('the Delegation') for all vessels within 15 days of receipt of all the documents referred to in point 6 above.

2. If applicable, the Department shall notify the Union authorities of the reasons why a licence application has been refused.

3. Fishing licences shall be drawn up in accordance with the information in the datasheets in Appendix 2, and shall mention in particular the management area, the distance from the coast, information relating to the system for continuous satellite positioning and tracking (serial number of the VMS transponder), the authorised gears, the main species, authorised mesh sizes, allowable by-catches and, for category 6, the vessel's provisional monthly catch quotas.

4. The vessel's provisional monthly quota may be extended, subject to the catch limits laid down in the relevant datasheet.

5. Fishing licences shall be issued only for vessels having complied with all the administrative formalities required in this regard.

6. The Parties shall seek agreement on promoting the introduction of an electronic licence system.

## **C. VALIDITY AND USE OF LICENCES**

1. Except for the first year, which begins on the date of application and ends on 31 December at the latest, fishing licences shall be valid for a period of:

- (a) one calendar year (category 5), corresponding to the period from the date on which the licence becomes valid until 31 December;
- (b) one quarter (categories 1, 2, 3 and 4), corresponding to one of the three-month periods beginning on 1 January, 1 April, 1 July or 1 October;
- (c) one month (category 6), corresponding to the period from the date on which the licence becomes valid until the end of the month.

For the last year of application, which begins on 1 January and ends on the date of expiry of the Protocol, the above periods shall, as the case may be, effectively be shortened as a result of the Protocol's expiry.



2. A fishing licence shall be valid only for the period covered by the fees paid and for the management area, type of gear and fishing category specified in the licence.
3. A fishing licence shall be issued for a given vessel and shall not be transferable. However, in the event of proven *force majeure*, such as the loss or prolonged immobilisation of a vessel due to a serious technical failure, duly established by the competent authorities of the flag State, a vessel's licence shall be cancelled if the Union authorities so request. A new licence shall be issued as soon as possible under the provisions on licence applications and the issue of licences to another vessel belonging to the same category with a tonnage not exceeding that of the vessel whose licence was cancelled.
4. If a licence is cancelled, the shipowner or their agent shall return the cancelled fishing licence to the Department.
5. A fishing licence must be held on board the vessel at all times and presented to the inspection authorities each time an inspection takes place.

#### **D. FISHING LICENCE FEES AND OTHER FEES**

1. Annual fishing licence fees shall be set out in the Moroccan laws and regulations governing fishing activities in the fishing zone.
2. Licence fees shall cover the calendar year in which the licence is issued and shall be payable when the first licence for that year is applied for. The amounts of such licence fees shall include all related fees and taxes, with the exception of port taxes and service charges.
3. In addition to the fishing licence fees, other fees shall be calculated for each vessel on the basis of the rates set out in the datasheets in Appendix 2.
4. The fees shall be calculated pro-rata to the period for which the fishing licence is effectively valid, taking into account any biological recovery periods.

#### **E. TERMS OF PAYMENT**

1. Fishing licence fees, other fees and observers' expenses shall be payable, in the name of the Ministerial Treasurer of the Ministry of Agriculture, Sea Fisheries, Rural Development, Water and Forests, into bank account No 0018100078000 20110750201 at the Bank Al Maghrib (Morocco) before fishing licences are issued.
2. The fee for catches of category 5 vessels shall be paid as follows:
  - (a) The amount of the flat-rate advance (EUR 7 000 per vessel) referred to in the datasheet shall be paid before the fishing activity begins.
  - (b) The advance shall be calculated pro-rata to the duration of the validity of the licence.
  - (c) The Union authorities shall submit to the Department, before 30 June, a statement of the fees due for the previous year, on the basis of each shipowner's catch reporting, verified and validated by the competent authorities of the flag State and by the authorities of the Kingdom of Morocco.
  - (d) For the last year of application, the statement of the fees due for the previous fishing year shall be notified within 4 months of expiry of the Protocol.
  - (e) The final statement shall be sent to the shipowners concerned, who shall have 30 days to discharge their financial obligations from the date the Department notifies its approval of the figures. Proof of payment by the shipowner, made out in euros in the name of the Treasurer-General of Morocco and paid into the account mentioned in

paragraph 1, shall be sent to the Department by the Union authorities no later than one and a half months after that notification.

- (f) However, if the amount of the final statement is less than the advance mentioned above, the difference shall not be reimbursable.
- (g) Shipowners shall take all necessary steps to ensure that any additional payments are paid within the time limit set out in point (e).
- (h) Failure by a shipowner to comply with the obligations set out in point (e) shall result in automatic suspension of its fishing licence until such obligations have been met.

3. The fees relating to quotas assigned to category 6 trawlers are to be paid as follows:

- (a) the fee for the vessel's provisional monthly quota requested by the owner shall be paid before the fishing activity begins;
- (b) if the provisional monthly quota referred to in point 5 of Section A is extended, the fee covering the extension must be received by the authorities of the Kingdom of Morocco before fishing resumes;
- (c) if the provisional monthly quota and any extension are exceeded, the amount of the fee corresponding to the excess volume shall be increased by a factor of 3. The monthly balance, calculated on the basis of actual catches, shall be paid within 2 months of the month in which the catches were made.

## **CHAPTER II**

### **MANAGEMENT AREAS**

1. The management areas for each fishing category shall be set out in detail in the datasheets in Appendix 2.
2. Before the date of application of this Protocol, the authorities of the Kingdom of Morocco shall communicate to the Union authorities the geographical coordinates of the management areas and any areas within them where fishing is banned.
3. This information shall be transmitted electronically, in decimal form N/S DD.ddd (WGS84).
4. Any changes to these coordinates must be notified immediately.
5. The Union may, if necessary, request further information on those coordinates.

## **CHAPTER III**

### **ARRANGEMENTS FOR IMPLEMENTING SCIENTIFIC FISHING**

1. The Parties shall jointly decide on
  - (a) the European operators that will carry out the scientific fishing campaign;
  - (b) the most appropriate period for this purpose; and
  - (c) the conditions that will apply.
2. To facilitate exploratory work by vessels, the Department shall forward any available scientific data and other basic data.
3. The Parties shall agree on a scientific protocol to be used as a basis for the scientific fishing campaign, which shall be forwarded to the operators concerned.
4. The campaign duration shall be a minimum of 3 and a maximum of 6 months, unless otherwise agreed by the Parties.

5. The Union authorities shall send the authorities of the Kingdom of Morocco an application for a fishing licence for the scientific fishing campaign, accompanied by a technical file specifying:

- (a) the technical characteristics of the vessel;
- (b) the level of expertise of the vessel's officers with respect to fishing;
- (c) the proposal for the technical parameters of the campaign (duration, gear, exploration areas, etc.);
- (d) the form of funding.

6. If necessary, the Department shall set up a dialogue regarding technical and financial aspects with the Union authorities, and possibly with the shipowners concerned.

7. Before the start of the scientific fishing campaign, the Union vessel shall report to a port designated by the authorities of the Kingdom of Morocco for inspections, including those provided for in Chapter VIII, point 1 of this Annex.

8. Before the start of the campaign, the shipowners shall submit the following to the Department and to the Union authorities:

- (a) reports of catches already on board;
- (b) the technical characteristics of the fishing gear to be used during the campaign;
- (c) assurance that they will comply with the applicable regulatory requirements.

9. During the campaign, the shipowners concerned shall:

- (a) send the Department and the Union authorities a weekly report on catches 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 course by VMS;
- (c) ensure that a scientific observer of Moroccan nationality or chosen by the authorities of the Kingdom of Morocco is present on board in accordance with the provisions on observers set out in Chapter VII. Unless the Parties agree otherwise, the vessel shall never be obliged to put into harbour more than once every 2 months;
- (d) submit their vessel for inspection before it leaves the fishing zone if the authorities of the Kingdom of Morocco so request,
- (e) comply with Moroccan fishing laws and regulations. Catches, including by-catches, made during the scientific fishing campaign shall remain the property of the shipowner, provided they comply with the arrangements put in place in this regard by the Joint Committee and with the scientific protocol.

10. The Department shall appoint a contact person responsible for addressing any unforeseen problems that might hinder the conduct of the scientific fishing campaign.

## **CHAPTER IV**

### **SATELLITE MONITORING (VESSEL MONITORING SYSTEM – VMS)**

#### **A. GENERAL PROVISIONS**

1. Moroccan regulations governing the operation of satellite tracking and positioning devices shall apply to Union vessels operating or intending to operate in the fishing zone under this

Protocol. The flag State shall ensure that vessels flying its flag comply with the provisions of those regulations.

2. The activity of any Union vessel authorised under this Protocol must be monitored on a continuous basis, in particular by means of a satellite-based vessel monitoring system (VMS). More detailed monitoring arrangements shall be laid down by the Joint Committee.

3. The VMS system of vessels subject to satellite monitoring under this Protocol shall automatically notify vessel positions to the fisheries monitoring centre (*Centre de Surveillance et de Contrôle des Pêches* – CSCP) of their flag State, which shall transmit them to the Moroccan CSCP.

4. The flag State and the authorities of the Kingdom of Morocco shall each designate a VMS correspondent who shall act as the point of contact.

- (a) The CSCP of the flag State and of Morocco shall, prior to the date of application of the Protocol, communicate the coordinates (name, address, telephone, telex, email) of their respective VMS correspondent.
- (b) Any changes to the contact details of the VMS correspondent must be notified immediately.

The contact points, whose contact details shall be communicated before the date of application of this Protocol, shall exchange all relevant information on the vessels' equipment, the transmission protocols and any other function necessary for satellite monitoring.

## **B. VMS DATA**

1. All position reports of a vessel which is fishing under the Fisheries Agreement and is subject to satellite tracking under this Protocol shall, once it has entered the fishing zone, be transmitted immediately by the CSCP of the flag State to the Moroccan CSCP. These messages shall be sent as follows:

- (a) electronically using a secure protocol;
- (b) with a frequency of 2 hours or less;
- (c) in the format indicated in Appendix 3.

2. The NAF format shall be used until the changeover to the new UN-CEFACT format. The authorities of the Kingdom of Morocco shall determine the period necessary for the changeover to the UN-CEFACT format in the FLUX protocol, taking into account any technical constraints as regards integrating this new format and the FLUX protocol. They shall define the trial period required before a transition can be made to effective use of the new format and the FLUX protocol. Once these trials have been successfully completed, the Parties shall, as soon as possible, set the effective date of application jointly, in the Joint Committee or by exchange of letters.

3. Each position message shall contain:

- (a) the vessel identification;
- (b) the most recent geographical position of the vessel (longitude, latitude), with a margin of error of less than 100 metres, and with a confidence interval of 99 %;
- (c) the date and time the position is recorded;
- (d) the vessel's speed and course.

4. VMS positions shall be encoded using:

- (a) the code 'ENT' for the first position recorded after entry into the fishing zone;
- (b) the code 'POS' for all following positions;
- (c) the code 'EXI' for the first position recorded after exit from the fishing zone;
- (d) the code 'MAN' for positions transmitted manually in accordance with Section C, paragraph 3.

5. The CSCP of the flag State shall ensure the automatic processing and electronic transmission of position messages. Position messages shall be securely recorded and stored in a database for a period of 3 years. However, in the event of technical constraints this period may be shortened by mutual agreement.

6. The components of the software and hardware of the satellite monitoring equipment used must be:

- (a) reliable, not allowing positions to be falsified or any manual manipulation;
- (b) fully automatic and operational at all times regardless of environmental and weather conditions.

7. It is forbidden to move, disconnect, destroy, damage or render inoperative the continuous tracking system using satellite communications placed on board the vessel for the purposes of data transmission or to intentionally alter, divert or falsify data transmitted or recorded by such a system.

8. Masters of vessels shall at all times ensure that:

- (a) data are not altered;
- (b) the antenna or antennas connected to the satellite-tracking equipment are not obstructed in any way;
- (c) the power supply of the satellite-tracking equipment is not interrupted;
- (d) the satellite-tracking equipment is not removed from the vessel.

9. The Parties agree to exchange, for monitoring and inspection purposes, information relating to the equipment used where necessary and upon request.

#### **C. TECHNICAL BREAKDOWN OR FAILURE AFFECTING A VESSEL'S MONITORING EQUIPMENT**

1. The Department and the Union authorities must be immediately informed by the flag State of any technical breakdown or failure affecting the equipment used for the continuous monitoring by satellite installed on board a fishing vessel.

2. The defective equipment must be replaced within 10 working days of the failure being notified by the flag State to the Moroccan CSCP. After that period, the vessel in question must return to a port designated by the authorities of the Kingdom of Morocco for regulatory follow-up and repair, or leave the zone provided that the flag State has sent the inspection report on the defective equipment to the Moroccan CSCP and informed it of the reasons for the breakdown.

3. Until such time as the equipment has been replaced, the master of the vessel shall send a global position report every 4 hours manually by electronic mail, radio or fax to the CSCP of the flag State, stating the positions recorded by the master of the vessel under the conditions referred to in Section B.

4. These manual messages shall be immediately recorded by the CSCP of the flag State in the database referred to in Section B, paragraph 5 and transmitted without delay by the CSCP of the flag State to the Moroccan CSCP, using the same protocol and format as described in Appendix 3.

#### **D. NON-RECEPTION OF VMS DATA BY THE MOROCCAN CSCP**

1. If the Moroccan CSCP establishes that the flag State is not transmitting the information specified in Section B, the Union authorities and the flag State concerned shall be informed thereof immediately.

2. The CSCP of the flag State and/or the Moroccan CSCP shall immediately inform each other of any operational anomaly relating to the communication and reception of position messages in order to find a technical solution as soon as possible. The authorities of the Union shall be informed of the solution found by the two CSCPs.

3. Any messages not transmitted during this downtime shall be re-broadcast as soon as communication between the CSCP of the flag State concerned and the Moroccan CSCP is re-established.

4. The CSCP of the flag State and the Moroccan CSCP shall agree, prior to the date of application of this Protocol, on the alternative means of electronic communication to be used in order to transmit VMS data in the event of a communication failure between the CSCPs, and shall immediately inform each other of any changes thereto.

5. Communication failures between the Moroccan CSCP and Union flag States should not affect the normal operation of vessels' fishing activities. However, the type of transmission agreed under paragraph 4 must be used immediately.

6. The authorities of the Kingdom of Morocco shall keep their competent inspection services informed to ensure that Union vessels are not considered non-compliant because of a failure to transmit VMS data which is down to the CSCP or the means of transmission agreed under paragraph 4.

#### **E. PROTECTION OF VMS DATA**

1. All monitoring data communicated by one Party to the other in accordance with these provisions shall be used by the authorities of the Kingdom of Morocco exclusively for the monitoring, control and surveillance of EU fishing vessels engaged in fishing under this Agreement, or for research studies carried out by Morocco in the context of fisheries management and development.

2. This information may not under any circumstances or for any reason be communicated to third parties.

3. In the event of a dispute over the interpretation or application of these provisions, the Parties shall consult each other in the Joint Committee provided for in Article 13 of the Agreement, which shall decide on the matter.

4. The Parties agree to amend these provisions in the Joint Committee if necessary.

## **CHAPTER V**

### **CATCH REPORTING**

#### **A. FISHING LOGBOOK**

1. The master of a vessel shall be required to use the fishing logbook for which templates are provided in Appendices 4 and 5, and to keep it up to date in accordance with the provisions set out in the explanatory note to that logbook.
2. The shipowner shall be required to forward a copy of the logbook to its competent authorities no later than 15 days after catches have been landed. Those authorities shall immediately forward the copies to the Union authorities and the Department. The fishing logbook must be completed and transmitted even if no catches are made.
3. Failure by a shipowner to comply with the obligations set out in paragraphs 1 and 2 above shall result in automatic suspension of the fishing licence until such obligations have been met. The authorities of the Union shall be informed without delay of any such decision.

#### **B. QUARTERLY CATCH REPORTING**

1. By the end of the third month of each quarter, the Union authorities shall submit to the Department their data regarding quantities caught by Union vessels in the previous quarter, using the templates provided in Appendices 6 and 7.
2. This information shall be broken down by month and by category for each vessel and each species specified in the logbook.
3. The data shall also be sent to the Department in a computer file in a format compatible with software used by the Department.

#### **C. RELIABILITY OF DATA**

The information in the documents referred to in Sections A and B above must reflect the actual fishing situation so that it can be used, among other data, as a basis for monitoring stock trends.

#### **D. TRANSITION TO AN ELECTRONIC SYSTEM**

1. Until the changeover to the new UN-CEFACT format using the Commission's FLUX network, all catch and reporting data shall be transmitted through an electronic exchange ('Electronic Reporting System' — ERS) via the Commission's Data Exchange Highway (DEH) in XML EU\_ERS 3.1.0 format.
2. During the first 6 months of the Protocol the Parties shall conduct the necessary trials to ensure that the ERS is operational.
3. The Parties intend to implement this system and to replace paper-based fishing logbooks and catch reporting by ERS data at the end of the trial period, which they may agree to extend if necessary.
4. The Parties shall, by mutual agreement, use the ERS transmission mode and format set out in technical provisions to be defined and further specified by exchange of letters before the date of application of this Protocol.

## **E. LANDINGS OUTSIDE MOROCCO**

The shipowner shall send landing declarations for catches made under this Protocol to its competent authorities no later than 15 days after the catches are landed. They shall send a copy, within the same period, to the Delegation and to the authorities of the Kingdom of Morocco using addresses to be communicated, by exchange of letters, before the date of application of this Protocol.

Failure by the shipowner to comply with these obligations shall result in automatic suspension of its fishing licence until such obligations have been met. The authorities of the Union shall be informed without delay of any such decision.

## **CHAPTER VI**

### **SIGNING-ON OF MOROCCAN SEAMEN**

1. A shipowner having been awarded a fishing licence under this Agreement shall sign on Moroccan seamen, as provided for in the datasheets in Appendix 2, for the duration of their activity in the fishing zone.
2. The shipowner may select the seamen they take on board their vessels:
  - (a) either from the official list of successful candidates of maritime training schools transmitted by the Department to the Union authorities and forwarded by them to the flag States concerned. The list is updated on 1 February every year. The shipowner is free to select the candidates with the best expertise and most suitable experience from the list of successful applicants;
  - (b) or from seamen who have been taken on board Union vessels under previous protocols.
3. Employment contracts for the Moroccan seamen shall be drawn up between the shipowners' agent(s) and the seamen and/or their trade unions or representatives in consultation with the authorities of the Kingdom of Morocco, and a copy of the contract shall be given to the parties who signed it. The contracts shall guarantee the seamen the social security cover applicable to them, including life assurance and sickness and accident insurance.
4. The shipowner or its representative must send a copy of the contract to the Department via the Delegation.
5. The shipowner or agent shall inform the Department, via the Delegation, of the names of the Moroccan seamen taken on board each vessel, mentioning their position in the crew.
6. The Delegation shall send the Department, on 1 February and 1 August, a half-yearly summary of the Moroccan seamen taken on board each Union vessel, with details of their registration.
7. Moroccan seamen's wages shall be paid by the shipowners. They shall be fixed, before licences are issued, by mutual agreement between the shipowners or their agents and the Moroccan seamen concerned or their representatives. However, wages of Moroccan seamen may not be lower than those payable to Moroccan crews and shall comply with ILO standards and under no circumstances be below those standards.
8. If one or more seamen employed on board fail to report at the time agreed for the vessel's departure, the master shall be permitted to start the planned trip once they have informed the



competent authorities in the port of embarkation of the shortfall in the number of seamen required and updated the crew list. Those authorities shall inform the Department thereof.

9. The shipowner shall take all necessary steps to ensure that the required number of seamen are signed on by the vessel by the next trip at the latest.

10. Where Moroccan seamen are not signed on for reasons other than that specified in the previous point, the shipowner concerned shall be required to pay, within a maximum of 3 months, a flat-rate amount of EUR 20 per Moroccan seaman not taken on board and per day of fishing in the fishing zone.

11. This amount shall be used for the training of Moroccan fishermen and shall be paid into bank account No 0018100078000 20110750201 at Bank Al Maghrib (Morocco).

12. Except as provided for in point 8, repeated failure by a shipowner to sign on the requisite number of Moroccan seamen shall result in automatic suspension of the vessel's fishing licence until this obligation has been met. The Delegation shall be informed without delay of any such decision.

## **CHAPTER VII**

### **OBSERVATION OF FISHING**

1. Vessels authorised to fish in the fishing zone under this Protocol shall take on board observers appointed as 'scientific observers' by the authorities of the Kingdom of Morocco. The results of these observers' work may be used for scientific and/or inspection purposes.

2. The coverage rate and duration of such observation are specified per category in the datasheets in Appendix 2.

3. Appointed observers shall be taken on board under the following conditions:

(a) The Department shall draw up a list of vessels designated to take an observer on board and a list of appointed observers. These lists shall be sent to the Delegation as soon as they have been drawn up.

(b) The Department shall inform the shipowners concerned, through the Delegation, of the name of the observer appointed to be taken on board their vessel at the time the licence is issued, or no later than 15 days before the observer is due to embark.

4. The arrangements for taking the observer on board shall be agreed between the shipowner or its agent and the authorities of the Kingdom of Morocco.

5. The shipowner concerned shall make known the date and the port designated by the authorities of the Kingdom of Morocco for taking the observer on board no later than 2 weeks before the boarding is due to take place.

6. The observer shall be taken on board at a port chosen by the shipowner at the beginning of the first trip in the fishing zone after the list of designated ships has been notified.

7. Where the observer is taken on board in a foreign country, their travel expenses shall be borne by the shipowner. Should a vessel with an observer on board leave the fishing zone, all measures must be taken to ensure the observer's return to Morocco as soon as possible at the shipowner's expense.

8. If the observer remains inactive during a trip due to failure by the shipowner to meet their commitments, the shipowner shall pay the observer's travel expenses and daily allowances, equal to those received by Moroccan national officials of an equivalent grade, for each day of inactivity. Similarly, in the event of a delay in embarkation which is due to the shipowner, the shipowner shall pay the observer the daily allowances described above.

9. Any amendment to the rules on daily allowances shall be notified to the Delegation no later than 2 months before it enters into force.

10. If the observer is not present at the time and place agreed and during the 12 hours following the time agreed, the shipowner shall be automatically absolved of his duty to take the observer on board.

11. Observers shall be treated on board as officers. They shall carry out the following tasks:

- (a) observe the vessels' fishing activities;
- (b) verify the position of vessels engaged in fishing operations;
- (c) perform biological sampling in the context of scientific programmes;
- (d) record the fishing gear used;
- (e) verify the data on catches in the fishing zone recorded in the logbook;
- (f) verify the by-catch rates and estimate the quantity of discards of species of marketable fin-fish, crustaceans and cephalopods;
- (g) report fishing data by fax or electronically, including the quantity of catches and by-catches on board.

12. The master shall do everything in their power to ensure the physical safety and welfare of the observer during the performance of their duties.

13. The observer shall be offered every facility needed to carry out their duties. The master shall facilitate the observer's access to the means of communication needed to discharge their duties, to documents directly concerned with the vessel's fishing activities, in particular the logbook and the navigation log, and to any part of the vessel as required to allow the observer to accomplish their tasks.

14. While on board, the observer shall:

- (a) take all appropriate steps to ensure that the manner of their boarding and their presence on board neither interrupt nor hamper fishing operations,
- (b) take care of the material and equipment on board and respect the confidentiality of all documents belonging to the vessel.

15. At the end of the observation period and before leaving the vessel, the observer shall draw up an activity report to be transmitted to the authorities of the Kingdom of Morocco, with a copy to the Delegation. The scientific observer shall sign it in the presence of the master, who may add or have added to it any observations considered relevant, followed by the master's signature. A copy of the report shall be handed to the master when the observer is put ashore.

16. The observer shall be provided with board and lodging at the shipowner's expense in the same conditions as officers, within the confines of the structure of the vessel.

17. The observer's salary and social contributions shall be borne by the authorities of the Kingdom of Morocco.

18. In order to cover the costs arising from the presence of observers on board vessels, in addition to the fee payable by shipowners, provision is also made for 'observers' expenses' to be paid, calculated at the rate of EUR 5.50 per GT per quarter and per vessel fishing in the fishing zone. These costs shall be paid in accordance with the payment terms set out in Chapter I, Section E of this Annex.

19. Failure by the shipowner to comply with the obligations set out in the previous paragraphs shall lead to suspension of its fishing licence until such time as the obligations have been met. The Delegation shall be informed without delay of any such decision.

## **CHAPTER VIII**

### **MONITORING AND INSPECTION**

#### **A. TECHNICAL INSPECTIONS**

1. Once every calendar year, and after any change to their technical characteristics or following a request for a change of fishing category necessitating the use of a different type of fishing gear, Union vessels holding a licence under this Protocol shall report to a port designated by the authorities of the Kingdom of Morocco to undergo the technical inspections provided for by the applicable regulations. Such technical inspections shall take place within 48 hours of the vessel arriving in port.

2. Once the technical inspection has been completed, the master of the vessel shall be issued with a certificate of conformity with the same period of validity as the licence. The certificate shall be automatically extended for vessels renewing their licence in the course of the calendar year. However, the maximum validity may not exceed one year. This certificate must be kept on board at all times.

3. A technical inspection takes place to verify that the vessel's technical characteristics and gear are in compliance and its satellite tracking and positioning device in working order, and to ensure that the provisions relating to the Moroccan crew have been complied with.

4. Charges for technical inspections are payable by the shipowner, and shall be set according to the scale laid down in the Moroccan regulations. They may not be higher than the amount normally paid by other vessels for the same services.

5. Failure by the shipowner to comply with paragraphs 1, 2 and 3 above shall result in automatic suspension of its fishing licence until such time as the obligations have been met. The Delegation shall be informed without delay of any such decision.

#### **B. ENTERING AND LEAVING THE ZONE**

1. Union vessels holding a licence under this Protocol shall notify the Department by electronic mail, at least 6 hours in advance, of their intention to enter or leave the fishing zone, together with the following information:

- (a) the date and time of transmission;
- (b) the position of the vessel in accordance with Chapter IV, Section B;
- (c) the weight in kilograms and catches per species held on board, identified using the Alpha-3 code;
- (d) messages such as 'catches on entry' (COE) and 'catches on exit' (COX).

2. For category 1 and 2 vessels the notification period referred to in paragraph 1 shall be reduced to 1 hour.

3. This information should preferably be sent by electronic mail or fax, the details of which shall be communicated by exchange of letters before the date of application of this Protocol.

4. The final exit from the fishing zone of category 6 vessels shall be subject to the Department's prior authorisation. This authorisation shall be issued within 24 hours of the

request being made by the ship's master or agent, with the exception of a request arriving on the day before a weekend where the authorisation shall be issued on the following Monday. If authorisation is withheld, the Department shall notify the owner of the vessel and the Union authorities without delay of the reasons for such refusal.

5. A vessel found to be fishing without having informed the Department shall be regarded as a vessel without a licence.

6. The owner shall indicate the fax and telephone numbers of the vessel and the master's email address on the fishing licence application form.

### **C. INSPECTION PROCEDURES**

1. The master of a Union fishing vessel holding a licence under this Protocol shall allow any Moroccan official responsible for checking and monitoring fishing activities to board the vessel and shall facilitate the discharge of their duties.

2. These officials shall not remain on board for longer than is necessary for the discharge of their duties.

3. An inspection report shall be drawn up by the inspector after each inspection. The report shall be co-signed by the master of the vessel, who shall be entitled to add comments. A copy shall be issued to the master.

### **D. BOARDING**

1. The Department shall inform the Delegation as soon as possible, and at the latest within 48 hours, of any boarding of a Union vessel that takes place in the fishing zone.

2. The Union authorities shall at the same time receive a brief report on the circumstances and the reasons that led to the boarding.

3. The master shall take the vessel to the port indicated by the authorities of the Kingdom of Morocco responsible for inspections. A vessel in breach of Moroccan sea fishing regulations shall be kept in port until all regulatory formalities have been completed.

### **E. STATEMENT OF INFRINGEMENT**

1. Once an infringement has been recorded in the report drawn up by the authorities of the Kingdom of Morocco responsible for inspections, the master of the vessel shall sign that document. If the master refuses or is prevented from signing, this shall be recorded in the report.

2. This signature, or the lack thereof, shall not prejudice the rights of the master or any defence which he may make to the alleged infringement.

### **F. SETTLEMENT OF INFRINGEMENTS**

1. Before any judicial procedure is initiated, an attempt shall be made to resolve the recorded infringement by means of an amicable settlement in accordance with Moroccan fisheries regulations.

Acceptance of the amicable settlement procedure shall be given no later than 3 working days after receipt of the shipowner's duly submitted request in this regard. Such acceptance shall be evidenced by the drawing-up of a collection document issued to the shipowner for payment of the amount due within a specific time limit. If payment is made within that time limit the

settlement shall be considered final, and if the time limit is exceeded the Department will take legal action.

2. In the event of an amicable settlement, the amount of the fine shall be determined in accordance with Moroccan fisheries regulations.

3. If the case cannot be settled by amicable settlement and is brought before a competent judicial body, a bank security, sufficient to guarantee enforcement of the financial penalties, shall be deposited by the shipowner in a bank account at the Bank Al Maghrib (Morocco) which shall be communicated by exchange of letters before the date of application of this Protocol.

4. The bank security shall be irrevocable until the legal proceedings have been concluded. If the legal proceedings end without a conviction it shall be released at once. Similarly, in the event of a conviction leading to a fine of less than the security lodged, the balance shall be released by the authorities of the Kingdom of Morocco.

5. The vessel shall be authorised to leave the port:

- (a) once the obligations arising under the amicable settlement have been fulfilled; or
- (b) when the bank security referred to in paragraph 3 above has been lodged and accepted by the authorities of the Kingdom of Morocco, pending completion of the legal proceedings.

## **G. TRANSHIPMENT**

1. Any transhipment of catches at sea shall be prohibited in the fishing zone. However, category 6 vessels wishing to tranship catches in the fishing zone may do so in or off a port designated by the authorities of the Kingdom of Morocco provided the Department has given its authorisation. Such transhipment shall take place under the supervision of the observer or of a representative of the Delegation for sea fisheries and the inspection authorities. Any person infringing this provision shall be liable to the penalties provided for by the applicable Moroccan regulations.

2. Before any transhipment, the owner of the vessel must submit the following information to the Department at least 72 hours in advance:

- (a) the names of the transshipping fishing vessels;
- (b) the name of the cargo vessel, its flag, registration number and call sign;
- (c) the tonnage to be transhipped by species,
- (d) the destination of catches;
- (e) the date and day of transhipment.

3. The Moroccan Party reserves the right to refuse transhipment if the carrier vessel has carried out IUU fishing inside or outside the fishing zone.

4. Transhipment shall be considered as an exit from the fishing zone. Vessels must therefore report their catches to the Department and state whether they intend to continue fishing or leave the fishing zone.

5. The master of a Union category 6 vessel that has been granted a licence under this Protocol and is engaged in landing or transhipment operations in a port designated by the authorities of the Kingdom of Morocco shall allow and facilitate the inspection of such operations by

Moroccan inspectors. A certificate shall be issued to the master of the vessel following each inspection at port.

## **H. JOINT MONITORING OF FISHING**

1. The Parties shall set up a system for the monitoring and observation of landing checks aimed at improving the effectiveness of such checks so as to ensure compliance with the provisions of this Protocol.
2. The practical arrangements for this joint monitoring shall be laid down jointly by the Parties' competent authorities. The Parties shall subsequently draw up an annual joint monitoring plan.
3. The Parties shall designate their representative(s) in the joint monitoring and scheduled audit planning by notifying their name(s) to the other Party. The Department shall submit this information 1 month in advance.
4. The representative of the authorities of the Kingdom of Morocco shall attend, as an observer, inspections carried out by the Member States' national inspection authorities of landings by vessels which have operated in the fishing zone.
5. The representative shall accompany national inspection officials during their inspections in ports, on board vessels, in dock, at first-sale auctions and in fish wholesalers' shops, cold stores and other premises for landing and storing fish before it is placed on the market, and shall have access to documents checked during these inspections.
6. The representative of the authorities of the Kingdom of Morocco shall draw up and submit a report on all inspections attended. A copy of the report shall be sent to the Delegation. The authorities of the Kingdom of Morocco reserve the right to use the information collected during such inspections for regulatory control purposes.
7. At the request of the Union authorities, EU fishing inspectors may attend as observers inspections carried out by the authorities of the Kingdom of Morocco on landing operations by EU vessels in ports designated by the authorities of the Kingdom of Morocco.

## **CHAPTER IX LANDING OF CATCHES**

### **A. PRINCIPLE**

The Parties agree, in the interest of increased integration to encourage joint development of their respective fisheries sectors, to adopt the following measures concerning the landing in ports designated by the authorities of the Kingdom of Morocco of a proportion of catches made in the fishing zone by Union vessels granted a licence under this Protocol.

### **B. DEFINITION**

All of the following operations shall be subject to compulsory landing:

1. Landing of fresh products for transit by land, generating all taxes linked to the activity carried out at port but no *ad valorem* tax;
2. Transshipment at or off a port of frozen products or landing at port in containers;

3. Landing of fresh or frozen products under a contract between a Union shipowner and an operator ('shipowner-manufacturer contract');
4. Landing of fresh or frozen products to be sold in auction halls or by the *Comptoir d'agrégage du poisson industriel* (CAPI).

### **C. IMPLEMENTING RULES**

The proportion of the catch which is subject to compulsory landing is set out in the datasheets attached to this Protocol.

### **D. FINANCIAL INCENTIVES**

Union category 5 vessels, RSW vessels and category 6 purse seiners holding a fishing licence under this Protocol which carry out landings in a Moroccan port over and above the mandatory landings rate set out in the datasheets may benefit from a 5 % reduction in the fee for each tonne landed above the mandatory threshold, provided that the landed products pass through the auction hall and are not transhipped and/or transited.

Shipowners who carry out landings in ports outside Morocco are required to submit sales notes to the Department for the purposes of checking quantities not landed in Morocco.

The measurable economic and social impact of such landings, as well as any private partnerships set up between Moroccans and Europeans in fisheries-related sectors, will be assessed in the Joint Committee.

### **E. PENALTIES IN THE EVENT OF NON-COMPLIANCE WITH THE LANDING REQUIREMENTS**

Vessels in categories subject to compulsory landing which fail to comply with the requirements set out in the relevant datasheets may be made subject to a 15 % increase of the next fee to be paid. Higher penalties shall be set by the Joint Committee for repeated offences.

Penalties imposed for not complying with the landing requirement shall be calculated in terms of the period of validity of the fishing licence for each fishing category (monthly for category 6, quarterly for categories 1 and 4 and annual for category 5).

Higher penalties shall be calculated as follows:

- For categories 1 and 4: increase of the amount of the fee paid quarterly (depending on GT);
- For category 5: increase of the amount of the annual fee;
- For category 6, where fees are paid and licences issued monthly: increase of the amount to be paid for the next fee, linked to the 'quota applied for in tonnes of catches based on monthly forecasts'.

Appendix 1

**MOROCCO - EUROPEAN UNION FISHERIES AGREEMENT**  
**FISHING LICENCE APPLICATION FORM**  
**FISHING CATEGORY NUMBER: ...**

I - APPLICANT

1. Name of shipowner: .....
2. Name of shipowner's association or agent: .....
3. Address of shipowner's association or agent: .....  
.....
4. Telephone: ..... Fax: .....  
Email: .....
5. Name of master: ..... Nationality: ..... Email: .....

II – VESSEL IDENTIFICATION

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

III - TECHNICAL CHARACTERISTICS AND EQUIPMENT

1. Overall length: ..... Width: .....
2. Gross tonnage (GT): ..... Net tonnage: .....
3. Power of main engine in kW: ..... Make: ..... Type: .....
4. Type of vessel: ..... Fishing category: .....
5. Fishing gear: .....
6. Fishing zones: ..... Target species: .....
7. Crew complement: .....
8. Method of preservation on board:    Fresh                       Chilling                       Mixed                       Freezing
9. Freezing capacity in tonnes/24 hours: .....
10. Hold capacity: ..... Number: .....
11. VMS transponder:  
Manufacturer: ..... Model: ..... Serial No.: .....  
Software version: ..... Satellite operator: .....

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

Signature of applicant .....



Appendix 2

**FISHING DATASHEET NO 1**

**SMALL-SCALE SEINING, NORTH**

Number of vessels authorised	22
Authorised gear	Seine  Maximum permitted size: 500 m × 90 m  Ban on fishing with lampara nets
Type of vessel	Vessels of less than 150 GT
Fee	EUR 75/GT per quarter
Management area	Northern limit: Parallel 35°47'18"N  Southern limit: Parallel 34°18'00"N  An extension of up to latitude 33°25'00"N is permitted for five vessels at once, operating on a rotation system, subject to scientific observation  and  beyond 2 nautical miles
Target species	Sardine, anchovy and other small pelagic species
Landing in a port designated by Morocco	30 % of declared catches per vessel and per quarter
Limits on by-catches	maximum 3 %
Biological rest period	February and March
Observers	<u>Vessels of less than 100 GT</u> : One observer taken on board for at most 10 trips per year  <u>Vessels of 100 GT or more but less than 150 GT</u> : One observer taken on board for at most one trip in four  When there is an observer on board, the number of Moroccan seamen signed on is reduced accordingly.
Signing-on of seamen	Three Moroccan seaman per vessel

Comments	The southward extension of the activity of five seiners to latitude 33°25'00"N is to be reviewed 1 year after application to measure the result of any interaction with the national fleet and the impact on resources.
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## FISHING DATASHEET NO 2

### SMALL-SCALE, BOTTOM LONGLINE FISHING, NORTH:

Number of authorised vessels	35 vessels, of which: <ul style="list-style-type: none"> <li>▪ 32 vessels of less than 40 GT</li> <li>▪ three vessels of 40 GT or more but less than 150 GT</li> </ul>
Authorised gear	Bottom longlines for vessels of less than 40 GT: 10 000 hooks, 5 bottom longlines  Bottom longlines for vessels of 40 GT or more but less than 150 GT: 15 000 hooks, 8 bottom longlines
Type of vessel	Longliner of less than 40 GT  Longliner of 40 GT or more but less than 150 GT
Fee	EUR 67/GT per quarter
Management area	Northern limit: Parallel 35°47'18"N  Southern limit: Parallel 34°18'00"N  An extension of up to latitude 33°25'00"N is permitted for four vessels at once, operating on a rotation system, subject to scientific observation.  and  beyond 6 nautical miles
Target species	Demersal shelf fish
Landing in a port designated by Morocco	On a voluntary basis
Limits on by-catches	0 % of swordfish and surface sharks
Biological rest period	15 March – 15 May
Observers	<u>Vessels of less than 100 GT</u> : One observer taken on board for at most 10 trips per year  <u>Vessels of 100 GT or more but less than 150 GT</u> : One observer taken on board for at most of 25 % of vessels authorised each quarter, or for one trip in four per vessel  When there is an observer on board, the number of Moroccan seamen signed on is reduced accordingly.

Signing-on of seamen	<u>Vessels of less than 100 GT: Voluntary</u> <u>Vessels of 100 GT or more but less than 150 GT: One Moroccan seaman per vessel</u>
Comments	The southward extension of the activity of four seiners to latitude 33°25'00"N shall be reviewed 1 year after application to measure the result of any interaction with the national fleet and the impact on resources.

### FISHING DATASHEET NO 3

#### SMALL-SCALE POLE-AND-LINE FISHING, SOUTH

Number of authorised vessels	Maximum 10 vessels
Authorised gear	Pole and line  <u>For catching live bait:</u> seine with 8 mm mesh size
Type of vessel	Overall capacity limited to 800 GT for the category as a whole <ul style="list-style-type: none"> <li>▪ Troller of less than 150 GT</li> <li>▪ Pole-and-line vessel of less than 150 GT</li> </ul>
Fee	EUR 67/GT per quarter
Management area	Northern limit: Parallel 30°40'00"N  Southern limit: parallel 20°46'13"N  and  beyond 3 nautical miles
Target species	Sparidae, rubberlip grunt
Landing in a port designated by Morocco	On a voluntary basis
Limits on by-catches	0 % of cephalopods and crustaceans  5 % of other demersal species
Biological rest period	—
Observers	<u>Vessels of less than 100 GT:</u> One observer taken on board for at most 10 trips per year  <u>Vessels of 100 GT or more but less than 150 GT:</u> One observer taken on board for at most of 25 % of vessels authorised each quarter, or for one trip in four per vessel
Signing-on of seamen	Two Moroccan seamen per vessel
Comments	At the end of the scientific fishing campaign, the Joint Committee will study the possibility of including the creels metier in this category.

## FISHING DATASHEET NO 4

### DEMERSAL FISHING WITH BOTTOM TRAWLS AND BOTTOM LONGLINES, SOUTH

Number of authorised vessels	16 vessels, of which <ul style="list-style-type: none"> <li>▪ maximum 5 trawlers</li> <li>▪ 11 longliners</li> </ul>
Authorised gear	<u>Bottom trawlers:</u> minimum mesh size 70 mm <ul style="list-style-type: none"> <li>▪ doubling of the cod-end is prohibited</li> <li>▪ doubling of the twine forming the cod-end is prohibited</li> </ul> <u>Bottom longliners:</u> maximum 20 000 hooks
Type of vessel	Overall capacity limited to 3 000 GT for trawlers authorised in this category <ul style="list-style-type: none"> <li>▪ Trawler of 750 GT or less</li> <li>▪ Longliner of 150 GT or less</li> </ul>
Fee	EUR 60/GT per quarter
Management area	Northern limit: Parallel 29°00'00"N Southern limit: parallel 20°46'13"N Beyond the 200 m isobath for trawlers or Beyond 12 nautical miles for longliners.
Target species	Black hake, scabbardfish, leerfish/bonito and other demersal fish
Landing in a port designated by Morocco	30 % of declared catches per vessel and per quarter
Limits on by-catches	5 % bottom-dwelling sharks
Biological rest period	Area-related and seasonal bans <ul style="list-style-type: none"> <li>▪ April to May</li> <li>▪ October to December</li> </ul>
Observers	<u>Vessels of less than 100 GT:</u> One observer taken on board for at most 10 trips per year  <u>Vessels of 100 GT or more:</u> One observer taken on board for at most 25 % of vessels authorised per quarter in 2019 and 2020, 33 % in 2021 and 2022 and 40 % in 2023 and 2024, or one trip in four per vessel in 2019 and 2020, one in three in 2021 and 2022 and two in five in 2023 and 2024

Signing-on of seamen	<u>Trawler</u> : eight Moroccan seamen per vessel <u>Longliner</u> : four Moroccan seamen per vessel
Comments	—

**FISHING DATASHEET NO 5**

**POLE OR LINE TUNA FISHING**

Number of authorised vessels	27
Authorised gear	Troll pole and line  <u>For catching live bait:</u> seine with 8 mm mesh size
Type of vessel	Pole-and-line vessels and trollers
Fee	EUR 35/tonne caught
Advance	A flat-rate advance of EUR 7 000 is to be paid when applying for annual licences
Management area	Northern limit: Parallel 35°47'18"N  Southern limit: parallel 20°46'13"N  and  beyond 3 nautical miles, apart from a protected area east of the line connecting the points 33°30'00"N / 7°35'00"W and 35°48'00"N / 6°20'00"W  <u>For catching live bait:</u> beyond 3 nautical miles
Target species	Tunas
Landing in a port designated by Morocco	25% of declared catches should, as far as possible, comprise skipjack ( <i>Katsuwonus pelamis</i> ), bonito ( <i>Sarda sarda</i> ) and frigate mackerel ( <i>Auxis thazard</i> ).
Limits on by-catches	According to ICCAT recommendations
Biological rest period	According to ICCAT recommendations
Observers	According to ICCAT recommendations
Signing-on of seamen	Three Moroccan seaman per vessel
Comments	—



## FISHING DATASHEET NO 6

### INDUSTRIAL PELAGIC OR SEMI-PELAGIC TRAWLING AND PURSE SEINING

Number of authorised vessels	<p>18 vessels, of which</p> <ul style="list-style-type: none"> <li>▪ 10 vessels of 3 000 GT or more but less than 7 765 GT</li> <li>▪ four vessels of 150 GT or more but less than 3 000 GT</li> <li>▪ four vessels of less than 150 GT</li> </ul>
Allocated quota	<p><u>Annual catch limits:</u></p> <ul style="list-style-type: none"> <li>▪ 85 000 tonnes the first year,</li> <li>▪ 90 000 tonnes the second year,</li> <li>▪ 100 000 tonnes the third and fourth years,</li> </ul> <p>applicable to the whole fleet</p> <p><u>Total monthly ceilings:</u></p> <ul style="list-style-type: none"> <li>▪ 0 tonnes/month in January and February for the entire duration of the Protocol</li> <li>▪ 7 420 tonnes/month in March (first year)</li> <li>▪ 7 791 tonnes/month in March (second year)</li> <li>▪ 8 414 tonnes/month in March (third and fourth years)</li> <li>▪ 10 600 tonnes/month from April to June (first year)</li> <li>▪ 11 130 tonnes/month from April to June (second year)</li> <li>▪ 12 020 tonnes/month from April to June (third and fourth years)</li> <li>▪ 15 900 tonnes/month in July (first year)</li> <li>▪ 16 695 tonnes/month in July (second year)</li> <li>▪ 18 031 tonnes/month in July (third and fourth years)</li> <li>▪ 18 020 tonnes/month from August to October (first year)</li> <li>▪ 18 921 tonnes/month from August to October (second year)</li> <li>▪ 20 435 tonnes/month from August to October (third and fourth years)</li> <li>▪ 13 780 tonnes/month in November (first year)</li> <li>▪ 14 469 tonnes/month in November (second year)</li> <li>▪ 15 627 tonnes/month in November (third and</li> </ul>

	<p>fourth years)</p> <ul style="list-style-type: none"> <li>▪ 10 600 tonnes/month in December (first year)</li> <li>▪ 11 130 tonnes/month in December (second year)</li> <li>▪ 12 020 tonnes/month in December (third and fourth years)</li> </ul> <p>For vessels with cold stores (trawlers and seiners) landing at Dakhla port, catches are limited to 200 tonnes per trip between April and June and to 250 tonnes per trip between July and December.</p>
Authorised gear	<p><u>Pelagic or semi-pelagic trawler:</u></p> <p>The minimum size of the stretched mesh of the pelagic or semi-pelagic trawl is 40 mm.</p> <p>The bag of the pelagic or semi-pelagic 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.</p> <p>Strengthening or doubling the bag by any other means is prohibited and the trawl may in no case target species other than the authorised small pelagic species.</p> <p><u>Small pelagics purse seine:</u></p> <p>Maximum permitted size: 1 000 m x 140 m.</p>
Type of vessel	<p>Industrial pelagic freezer trawler</p> <p>Industrial pelagic trawler with cold stores</p> <p>Small pelagics purse seiner with cold stores</p>
Fee	<p><u>For industrial pelagic freezer trawlers:</u></p> <p>EUR 110/tonne paid in advance on a monthly basis</p> <p><u>For pelagic trawlers and seiners with cold stores:</u></p> <p>EUR 55/tonne paid in advance on a monthly basis</p> <p>Fees will be increased by a factor of 3 if authorised catches</p>

	are exceeded
Management area	Northern limit: parallel 26°07'00"N Southern limit: parallel 20°46'13"N beyond 15 nautical miles for freezer trawlers beyond 12 nautical miles for trawlers and seiners with cold stores
Target species	Sardine, sardinella, mackerel, horse mackerel and anchovy <ul style="list-style-type: none"> <li>▪ Horse mackerel/mackerel/anchovy: 58 %</li> <li>▪ Sardines/sardinella: 40 %</li> </ul> Horse mackerel and mackerel may not account for more than 15 % of total monthly catches from April to June.
Landing in a port designated by Morocco	25 % of declared catches
Limits on by-catches	Maximum 2 % of by-catch species The Moroccan regulations on 'small pelagic fisheries in the South Atlantic' lists the permitted by-catch species.
Biological rest period	Authorised fishing vessels must stop all fishing activities in the authorised fishing zone during biological recovery periods laid down by the Department.
Observers	One scientific observer shall be taken on board per vessel throughout its period of activity in the management area.
Signing-on of seamen	<u>Vessels of less than 150 GT:</u> two Moroccan seamen <u>Vessels between 150 and 1 500 GT:</u> four Moroccan seamen <u>Vessels between 1 500 and 5 000 GT:</u> ten Moroccan seamen <u>Vessels between 5 000 and 7 765 GT:</u> 16 Moroccan seamen
Comments	Industrial processing of catches into fishmeal and/or fish oil is strictly prohibited. However, damaged or spoiled fish and the waste resulting from handling catches may be processed into fishmeal or fish oil without exceeding the maximum threshold of 5 % of total allowable catches.

Appendix 3

**COMMUNICATION OF VMS MESSAGES TO MOROCCO**

**POSITION REPORT**

**Mandatory data to be transmitted in position reports sent in NAF format**

Data	Code	Mandatory/optional	Content
Start of record	SR	M	System detail indicating start of record
Addressee	AD	M	Message detail – Addressee Alpha-3 country code (ISO-3166)
From	FR	M	Message detail – Sender Alpha-3 country code (ISO-3166)
Flag State	FS	M	Message detail – Flag State Alpha-3 code (ISO-3166)
Type of message	TM	M	Message detail – Type of message (ENT, POS, EXI, MAN)
Radio call sign	RC	M	Vessel detail – Vessel international radio call sign (IRCS)
Contracting party internal reference number	IR	M	Vessel detail – Unique contracting party Alpha-3 code (ISO-3166) followed by number
External registration number	XR	M	Vessel detail – Number on side of vessel (ISO 8859.1)
Latitude	LT	M	Vessel position detail – Position in degrees and decimal degrees N/S DD.ddd (WGS84)
Longitude	LG	M	Vessel position detail – Position in degrees and decimal degrees E/W DD.ddd (WGS84)
Course	CO	M	Vessel course 360° scale
Speed	SP	M	Vessel speed in knots multiplied by 10
Date	DA	M	Vessel position detail – Date of record of UTC position (YYYYMMDD)
Time	TI	M	Vessel position detail – Time of recording UTC position (HHMM)
End of record	ER	M	System detail indicating end of record

The following information is required at the time of transmission to allow the Moroccan CSCP to identify the issuing CSCP:

IP address of the CSCP server and/or DNS references

SSL certificate (complete chain of certification authorities)

Each data transmission is structured as follows:

Characters used must comply with ISO 8859.1.

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

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

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

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

#### **Mandatory data to be transmitted in position reports sent in UN-CEFACT format:**

<b>Data</b>	<b>Mandatory/optional</b>	<b>Comments</b>
Addressee	M	Message detail — Addressee Alpha-3 country code (ISO-3166) Note: Part of the FLUX TL envelope
From	M	Message detail — Sender Alpha-3 country code (ISO-3166)
Unique message identifier	M	UUID according to RFC 4122 defined by IETF
Date and time of transmission	M	Date and time when the message was created in UTC according to ISO 8601, using the format YYYY-MM-DD- hh:mm:ss
Flag State	M	Message detail – Flag of flag State, Alpha-3 country code (ISO-3166)
Type of message	M	Message detail – Message type (ENTRY, POS, EXIT, MANUAL)
Radio call sign	M	Vessel detail – Vessel international radio call sign (IRCS)
Contracting party internal reference number	M	Vessel detail – Unique contracting party number (Alpha-3 country code (ISO-3166)) followed by number
External registration number	M	Vessel detail – Number on side of vessel (ISO 8859.1)
Latitude	M	Vessel position detail – Position in degrees and decimal degrees DD.ddd (WGS-84) Positive coordinates for positions north of the Equator; Negative coordinates for positions south of the Equator.

Longitude	M	Vessel position detail – Position in degrees and decimals DD.ddd (WGS-84) Positive coordinates east of the Greenwich meridian; Negative coordinates west of the Greenwich meridian.
Course	M	Vessel course 360° scale
Speed	M	Vessel speed in tenths of knots
Date and time	M	Vessel position detail – date and time of recording UTC position (YYYYMMDD) (HHMM)

The transmission of data in UN/CEFACT format is to be structured in the manner set out in the Implementation Paper issued by the European Commission before the date of application of the Protocol.



Appendix 5

**FISHING LOGBOOK (VESSELS OTHER THAN TUNA VESSELS)**

Vessel name: .....  
 Radio call sign .....  
 Type of fishing .....  
 Name of master .....

Departed from .....  
 Returned to .....

Day | | | | | Date  
 Month | | | | | h | | | | |  
 Year | | | | | Time | | | | |

Gear code | | | | | Minimum mesh size | | | | | Gear measurements | | | | | Master's signature

Date	Statistical sector	Number of fishing operations	Duration of fishing (hours)	Estimate of quantities caught per species: whole fish (kg)										Total weight of catches: whole fish (kg)	Total weight of processed fish (kg)	Total weight of fish roe (kg)	Total weight of fish meal (kg)
				Species name	FAO Code												
Total fish landed in a port designated by the authorities of the Kingdom of Morocco (kg)																	
Total fish landed in EU or third country port (kg)																	



Appendix 6

QUARTERLY CATCH REPORTING (INDUSTRIAL PELAGIC VESSELS)

SFPA: MOROCCO  
 YEAR — QUARTER

Vessel name

Flag State

Catches in tonnes

Species name	FAO Code	January	February	March	April	May	June	July	August	September	October	November	December	Total
Pilchard														
Mackerel														
Atlantic horse mackerel														
Sardinella														
Anchovy														
<b>By-catches</b>														
<b>Total</b>														
<b>Fish meal and oil</b>														
<b>Total fish landed or transhipped at a port designated by the authorities of the Kingdom of Morocco</b>														
<b>Total fish landed or transhipped at EU or third country port</b>														
<b>Number of fishing days</b>														

Appendix 7

QUARTERLY CATCH REPORTING (VESSELS OTHER THAN INDUSTRIAL PELAGIC VESSELS)

SFPA: MOROCCO  
 YEAR — QUARTER



Vessel name

Flag State

Catches in kg

Species name	FAO Code	January	February	March	April	May	June	July	August	September	October	November	December	Total
Total														
Total fish landed in a port designated by the authorities of the Kingdom of Morocco														
Total fish landed in EU or third country port														
Number of fishing days														

## ANNEX II

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

1. The Commission shall be authorised to negotiate with the Kingdom of Morocco and, where appropriate and subject to compliance with point 3, agree on amendments to the Protocol in respect of the following issues:
  - (a) adjustment of the fishing opportunities and, as a consequence, of the financial contribution referred to in Article 12(2)(a) and (b) of the Fisheries Agreement;
  - (b) sectoral support arrangements and, as a consequence, the financial contribution referred to in Article 12(2)(c) of the Fisheries Agreement;
  - (c) the technical conditions and arrangements under which Union vessels carry out their fishing activities.
  
2. Within the Joint Committee set up under the Agreement, the Union shall:
  - (a) act in accordance with its objectives in regard to the common fisheries policy;
  - (b) promote positions that are consistent with the relevant rules adopted by regional fisheries management organisations and take account of joint management by coastal States.
  
3. When a decision on amendments to the Protocol referred to in point 1 is 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.
  
4. To that 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.