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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 Islamic Republic of Mauritania and of the Implementing Protocol thereto

ANNEX I

PARTNERSHIP AGREEMENT

on sustainable fisheries between the European Union and the Islamic Republic of Mauritania

THE EUROPEAN UNION,

Hereinafter referred to as the 'Union', and

THE ISLAMIC REPUBLIC OF MAURITANIA,

Hereinafter referred to as 'Mauritania',

Referred to collectively as the 'Parties' and individually as the 'Party';

CONSIDERING the close working relationship between the Union and Mauritania, particularly in the context of the Cotonou Agreement establishing a close working relationship between the European Community and its Member States, of the one part, and Mauritania, of the other part, or of the agreement between the European Union and the ACP countries that will succeed the Cotonou Agreement on the date of its provisional application or entry into force, 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;

HAVING REGARD TO the United Nations Convention on the Law of the Sea (UNCLOS) concluded in Montego Bay in 1982;

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

RECOGNISING the importance of the Agreement on Port State Measures to Prevent, Deter and Eliminate Illegal, Unreported and Unregulated Fishing, and intending to take all the necessary measures to implement it effectively;

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

AIMING, to these ends, to take into account available and relevant 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 control, monitoring and surveillance of fishing activities;

AIMING for access to the fishing zone to be commensurate with the activity of the Union fishing fleet and for the European fleet to obtain an appropriate share of surplus fishery resources, under the same technical fishing conditions that apply to all fleets;

CONVINCED that the partnership must be based on measures which, whether taken jointly or separately by each of the Parties, are complementary and ensure consistency and synergy of effort;

DECIDED, within the framework of Mauritania's sectoral fisheries policy, to promote the 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, 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;

AWARE of the role played by the sea fisheries sector and related industries in the economic and social development of Mauritania and in various regions of the Union;

RESOLVED 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 Mauritania's development objectives and involving enterprises of both Parties;

HAVE AGREED AS FOLLOWS:

GENERAL PROVISIONS

Article 1

Definitions

For the purposes of this Agreement:

(a) 'Mauritanian authorities' means the Ministry of Fisheries and the Maritime Economy;

(b) 'Union authorities' means the European Commission;

(c) ‘Agreement’ means this Sustainable Fisheries Partnership Agreement between the European Union and the Islamic Republic of Mauritania, the Protocol implementing the Sustainable Fisheries Partnership Agreement between the European Union and the Islamic Republic of Mauritania and the Annexes and Appendices thereto;

(d) ‘fishing activity’ means searching for fish, shooting, setting, towing or hauling fishing gear, taking catch on board, transhipping, 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 any fishing vessel flying the flag of a Member State of the Union and registered in the Union;

(g) ‘vessel owner’ means the person who is legally responsible for and in charge and control of a fishing vessel;

(h) ‘fishing zone’ means the waters under the sovereignty or jurisdiction of the Islamic Republic of Mauritania. The fishing activities by Union vessels provided for in this Agreement shall be carried out only in the zones in which fishing is authorised under Mauritanian law. This definition shall not affect any 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 types of gear or authorised species;

(j) ‘fishing authorisation’ means a fishing licence issued by the Mauritanian authorities to a Union fishing vessel, conferring the right to engage in fishing activities in the fishing zone;

(k) ‘stock’ means a marine biological resource found in a given area;

(l) ‘fishery products’ means aquatic organisms caught as a result of fishing activities;

(m) ‘aquaculture products’ means aquatic organisms resulting from aquaculture activities, at any stage of their life cycle, or products derived therefrom;

(n) ‘fisheries sector’ means the sector of the economy encompassing all activities of production, processing and marketing of fishery and aquaculture products;

(o) ‘fishing opportunity’ means a quantified legal entitlement to fish, expressed in terms of catches or number of vessels;

(p) ‘sustainable fishing’ means fishing in accordance with the objectives and principles laid down by the Code of Conduct for Responsible Fisheries adopted at the FAO Conference in 1995.

Article 2

Subject matter

This Agreement establishes a framework for legal, environmental, economic and social governance of fishing activities carried out by Union fishing 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, as defined in Article 13(2)(b) and (c);

(d) scientific and technical cooperation with a view to ensuring the sustainable exploitation of fishery resources in the fishing zone and developing the fisheries sector;

(e) cooperation on control 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 fishery 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 on the basis of the principle of non-discrimination between the different fleets present in that zone.

2. The Mauritanian authorities undertake to ensure that access to the fishing zone is commensurate with the activity of the Union fishing fleet. Mauritania is committed to ensuring that the European fleet will obtain an appropriate share of surplus fishery resources. The European fleet shall be granted the same technical fishing and access conditions that apply to all fleets.

3. In the interest of transparency, Mauritania undertakes to make public and exchange information relating to any agreement authorising foreign vessels in its fishing zone and the resulting fishing effort, in particular the number

of fishing authorisations issued, the catches reported and the authorised fishing zones.

4. The Parties agree that Union fishing vessels are to catch only 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 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 implement the Agreement in accordance with Article 9 of the Cotonou Partnership Agreement, or the corresponding article of the agreement between the European Union and the ACP countries that will succeed the Cotonou Agreement on the date of its provisional application or entry into force, concerning the essential elements of human rights, democratic principles and the rule of law, and the fundamental elements of good governance.

7. The Parties undertake, in their mutual interest, to establish a close dialogue, facilitate consultation and inform one another, in particular, about the implementation of sectoral fisheries policy and ocean governance.

8. The Parties shall consult one another before taking any decision that could affect the activities of Union vessels under this Agreement.

9. The Parties undertake to ensure that the Declaration of the International Labour Organization (ILO) on fundamental principles and rights at work is fully applicable to all seafarers 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. The Parties shall also cooperate in carrying out *ex ante*, ongoing and *ex post* evaluations of measures, programmes and actions implemented on the basis of this Agreement.

Article 4

Access to the fishing zone by Union vessels

The Mauritanian authorities 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. Union vessels may engage in fishing activities in the fishing zone covered by this Agreement only if they hold a fishing authorisation issued under this Agreement. Any fishing activity outside the framework of this Agreement is prohibited.

2. The Mauritanian authorities shall issue fishing authorisations to Union vessels exclusively under this Agreement. It is 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 vessel owners shall be as set out in the Protocol and the Annexes and Appendices thereto.

4. The Parties shall ensure the proper implementation of these conditions and arrangements by means 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 Mauritanian laws and regulations governing fishing activities in that zone, unless otherwise provided for in this Agreement. The Mauritanian authorities shall notify the Union authorities of the applicable laws and regulations no later than 1 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.

3. Union vessels must cooperate with the Mauritanian authorities responsible for monitoring, control and surveillance.

4. The Parties shall inform one another of any general decision that may have a bearing on the activities of Union vessels under this Agreement. The Parties shall notify one another in advance of any changes to their respective fisheries policy or legislation with a potential impact on the activities of Union vessels under this Agreement.

5. 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 following receipt by the Union authorities of the notification from Mauritania, save in exceptional cases where this time limit is not applicable.

Article 7

Partnership

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

Article 8

Scientific cooperation

1. During the period covered by this Agreement, the Parties shall cooperate in order to monitor the state of resources in the fishing zone and, for that purpose, undertake to provide access to the available data. To that end, a joint scientific meeting is to be established, to be held once a year in ordinary session, alternately in the Union and in Mauritania.

2. On the basis of the conclusions of the scientific meeting and in the light of the best available scientific advice, the Parties shall consult each other in the Joint Committee provided for in Article 14 and, where necessary and by mutual agreement, take measures to ensure the sustainable management of fishery resources.

3. The Parties undertake to consult each other, either directly or within the relevant international organisations, to ensure the management and conservation of biological resources and to cooperate with respect to scientific research in this field.

Article 9

Regional cooperation

1. The Parties undertake to cooperate within the regional fisheries management organisations (RFMOs) and regional fisheries organisations (RFOs) of which they are members in order to promote the conservation and sustainable management of biological resources and to ensure that fishing activities do not adversely affect the marine ecosystem.

2. In the context of meetings of the RFMOs and RFOs of which they are members, the Parties also undertake to consult each other regularly before and during such meetings, including on the possibility of submitting joint proposals within those organisations.

Article 10

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 the various measures that might be taken to this end.

2. The Parties undertake to promote the exchange of information on fishing techniques and gear, preservation methods and the industrial processing of fishery 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 11

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. Mauritania shall ensure the effective implementation of the fisheries control provisions provided for in this Agreement and in the Protocol hereto. Union vessels shall cooperate with the Mauritian authorities responsible for carrying out such control.

GENERAL COMMITMENTS AND OBLIGATIONS

Article 12

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;

– cooperate to prevent and combat illegal fishing, in particular through the exchange of information and close administrative cooperation.

Article 13

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 comprise:

(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, promotion of the fisheries sector and ocean governance, subject to annual and multiannual programming.

3. The financial contribution granted by the Union shall be paid in accordance with the procedure laid down by the Protocol.

4. 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 fishing 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; or

(b) the fishing opportunities granted to Union vessels are increased, where the best available scientific advice concurs that the state of resources so permits;

(c) the Agreement is suspended or terminated as provided for in Articles 21 or 22 hereof.

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

(a) separate from the payments relating to access costs referred to in paragraph 2(a) and (b);

(b) determined by, and conditional upon, achievement of the objectives of sectoral support in accordance with the Protocol and the annual and multiannual programming for its implementation.

6. The amount of the financial contribution referred to in paragraph 2(c) may be revised by the Joint Committee in the event of a reassessment of the terms of financial support for implementing sectoral policy.

INSTITUTIONAL PROVISIONS

Article 14

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 Annexes and Appendices thereto.

2. The Joint Committee shall:

(a) monitor the performance, interpretation and application of this Agreement;

(b) define and evaluate the annual and multiannual programming of the financial contribution referred to in Article 13(2)(c);

(c) provide the necessary liaison for matters of mutual interest relating to fisheries;

(d) act as a forum for the amicable settlement of any disputes arising from the interpretation or application of this Agreement.

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

(a) adjustment of the fishing opportunities and, consequently, of the corresponding financial contribution referred to in Article 13(2)(a) and (b);

(b) the sectoral support arrangements and, consequently, the corresponding financial contribution referred to in Article 13(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 illegal fishing, administrative cooperation and ocean governance.

4. The Joint Committee shall meet at least once a year, alternately in Mauritania 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 both Parties.

5. The Joint Committee may take decisions by exchange of letter, where appropriate.

Article 15

Area of Application

This Agreement shall apply, on the one hand, to the territories subject to the Treaty on European Union and, on the other hand, to the territory of Mauritania and the waters under Mauritanian jurisdiction.

Article 16

Dispute resolution

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

Article 17

Status of the Protocol, Annexes, and Appendices

The Protocol, the Annexes and the Appendices thereto shall form an integral part of this Agreement and shall also be governed by these final provisions.

Article 18

Language and entry into force

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

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

FINAL PROVISIONS

Article 19

Duration

This Agreement shall apply for 6 years from the date of its entry into force; it shall be tacitly renewed, unless notice of termination is given in accordance with Article 22.

Article 20

Provisional application

Signature of this Agreement by the Parties shall entail its provisional application prior to its entry into force, unless either Party decides, at the time of signature, that the Agreement should not apply provisionally.

Article 21

Suspension

1. Application of this Agreement may be suspended at the initiative of either Party if one or more of the following situations applies:

(a) circumstances, other than natural phenomena, arise which are beyond the reasonable control of one of the Parties and are such as to prevent fishing activities in the fishing zone;

(b) a dispute arises between the Parties over the interpretation or implementation of this Agreement;

(c) there is a violation, by one of the Parties, of the provisions of this Agreement, in particular Article 3(6), concerning respect for human rights;

(d) the sectoral policy that led to the conclusion of this Agreement changes significantly, triggering a request by one of the Parties to amend it.

2. Suspension of application of this Agreement shall be notified by the Party concerned to the other Party in writing and shall take effect 3 months after receipt of the notification. Dispatch of that 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 13(2) shall, unless otherwise agreed, be reduced proportionately and *pro rata temporis* according to the period during which the Agreement was suspended.

Article 22

Termination

1. This Agreement may be terminated at the initiative of either Party if one or more of the following situations applies:

(a) circumstances, other than natural phenomena, arise which are beyond the reasonable control of one of the Parties and are such as to prevent fishing activities in the fishing zone;

(b) there is a decline in the stocks concerned;

(c) there is a reduction in use of the fishing opportunities granted to Union vessels;

(d) there is a violation of the commitments entered into by the Parties with regard to combating illegal, unreported and unregulated fishing;

(e) a dispute arises between the Parties over the interpretation or implementation of this Agreement and no amicable settlement has been reached within six (6) months;

(f) one of the Parties fails to comply with this Agreement;

(g) the sectoral policy that led to the conclusion of this Agreement changes significantly, triggering a request by one of the Parties to amend it which has not been fulfilled within six (6) months.

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 the

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 13 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 23

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 24

Repeal

The Fisheries Partnership Agreement between the European Community and the Islamic Republic of Mauritania which entered into force on 8 August 2008 is repealed.

PROTOCOL

implementing the Sustainable Fisheries Partnership Agreement between the European Union and the Islamic Republic of Mauritania

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 Islamic Republic of Mauritania;

2. 'Protocol' means this Protocol implementing the Fisheries Agreement and the Annexes and Appendices hereto;

3. 'landing' means the unloading of any quantity of fishery products from on board a fishing vessel to land;

4. 'transhipment' means the unloading of all or any fishery 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 fishing activity for scientific purposes;

6. 'fishing licence' means an administrative authorisation issued by the Department to the vessel owner against payment of fees and conferring the right to fish during the period in respect of which it was granted;

7. 'fishing opportunity' means a quantified legal entitlement to fish, expressed in terms of catches and/or fishing effort;

8. 'operator' means a natural or legal person who operates or holds an undertaking carrying out an activity related to any stage of the production, processing, marketing, distribution and retail of fishery and aquaculture products;

9. 'Delegation' means the Delegation of the European Union to Mauritania;

10. 'Ministry' means the Ministry of Fisheries and the Maritime Economy;

11. 'agent' is as defined in Article 538 of the Merchant Shipping Code of the Islamic Republic of Mauritania.

Article 2

Objective

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

Article 3

Fishing opportunities

1. From the date of application of this Protocol and for the period defined in Article 20, the fishing opportunities granted under Article 5 of the Fisheries Agreement shall be as laid down in the table attached to this Protocol and in keeping with the conditions stipulated in the datasheets contained in Annex 1 to this Protocol.

2. Paragraph 1 shall apply subject to the provisions of Articles 7, 10 and 23 of this Protocol.

3. Under Article 5 of the Fisheries Agreement, Union vessels may engage in fishing activities in the fishing zone only if they hold a fishing authorisation, in the form of a fishing licence issued under this Protocol and in accordance with the Annex and Appendices.

Article 4

Overall fishing effort in Mauritanian waters and transparency

1. Access to fishery resources in the Mauritanian fishing zones shall be granted to foreign fleets to the extent that there is a surplus within the meaning of Article 62 of the United Nations Convention on the Law of the Sea[1] and having taken into account the operating capacity of the national Mauritanian fleets.

2. In accordance with Mauritanian law, the objectives to be achieved in terms of sustainable development and management and total allowable catches shall be set by the Mauritanian Government for each fishery, following the advice of the body responsible for oceanographic research in Mauritania and the competent regional fisheries management organisations.

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

3. This Protocol shall guarantee Union fleets priority access to available surpluses in the Mauritanian fishing zone. The fishing opportunities allocated to Union fleets, as set out in Article 3 of this Protocol, shall come from the available surpluses and shall have priority over fishing opportunities allocated to other foreign fleets authorised to fish in the Mauritanian fishing zone.

4. All technical measures for the conservation, development and management of resources, as well as the financial arrangements, fees, public financial contribution and any other rights to which the issuing of fishing authorisations are subject, as specified for each fishery in Annex 1 to this Protocol, shall apply to all foreign industrial fleets operating in the Mauritanian fishing zones under technical conditions similar to those applicable to the Union fleets.

5. Mauritania undertakes to make public any public or private agreements granting foreign vessels access to its fishing zone, including:

— the countries or other entities participating in the agreement;

— the period(s) covered by the agreement;

— the number of vessels and types of gear authorised;

— the species or stocks authorised for fishing, including any catch limit applicable;

— the required reporting, monitoring, control and surveillance measures;

— a copy of the written agreement.

6. For the purposes of the implementation of paragraphs 4 and 5 above, Mauritania shall, each year, provide the Union with a detailed report indicating the number of fishing authorisations for each fishing category granted to vessels flying the flag of other third countries, the corresponding authorised catch volumes, the volumes actually caught and the financial and technical arrangements for providing such vessels with access to the Mauritanian fishing zone. That report shall be examined by the Joint Committee and may be made available to the Independent Joint Scientific Committee referred to in Article 9.

7. The template for the report referred to in paragraph 6 is set out in Annex 3 to this Protocol.

Article 5

Financial contribution

A. Financial contribution for access

1. For the period referred to in Article 20, the annual financial contribution for access referred to in Article 13(a) of the Agreement shall be EUR 57 500 000 per year, without prejudice to paragraphs 4 and 6, and subject to paragraph 10.

2. For the first year of application of the Protocol, the Union shall pay the financial contribution for access in two instalments:

(a) an amount of EUR 50 000 000 shall be paid no later than 90 days after the date of provisional application of the Protocol;

(b) an amount of EUR 7 500 000 shall be paid within 60 days of the Joint Committee's approval of the management plan for small pelagic species in the Mauritanian fishing zone as referred to in Article 9(9).

3. For the second year of application, the financial contribution referred to in paragraph 1 shall be paid by the Union no later than the anniversary date of the first day of application of the Protocol.

4. From the third year of application of the Protocol, the financial contribution for access shall be determined following the procedure provided for in Article 7.

5. For the following years, the financial contribution for access determined in accordance with paragraph 4 shall be paid in full no later than the anniversary date of the first day of application of the Protocol.

6. For fishing categories 4 and 5 (tuna vessels), if catches made by Union tuna vessels in the Mauritanian fishing zone exceed the reference tonnage stipulated for each of those categories in Appendix 2, the Union shall pay an amount of EUR 45 for each additional tonne caught, in addition to the financial contribution referred to in paragraphs 1 to 3, without prejudice to the fee to be borne by vessel owners as indicated in the relevant datasheets. However, the amount paid by the Union in respect of that excess catch must not exceed an amount equivalent to twice the corresponding reference tonnage. If the catches made by Union vessels amount to more than twice the corresponding reference tonnage, the amount due in respect of the quantity in excess of that limit shall be paid the following year.

7. The fees payable by vessel owners are set out in Annex 1 and in the datasheets in Appendix 2 to this Protocol. They shall be paid by vessel owners in accordance with the relevant provisions of Annex 1 and Appendix 2.

8. The financial contribution for access referred to in the preceding paragraphs shall be paid to the Public Treasury of the Islamic Republic of Mauritania. It shall be entered in the State budget and shall be subject to the rules and procedures for the management of Mauritania's public finances.

9. Each year, no more than 3 months before the date on which payment is due, the Mauritanian authorities shall notify the Union of the details of the bank accounts referred to in paragraph 7.

10. The Mauritanian authorities shall have sole responsibility for the use of the financial contribution referred to in the preceding paragraphs.

11. This Article shall apply subject to Articles 7, 9, 10, 11 and 13 of this Protocol.

B. Financial contribution for sectoral support

12. For the period referred to in Article 20, the total financial contribution granted by the Union as sectoral support, as referred to in Article 13(2)(b) of the Agreement, shall be: EUR 16 500 000. The annual breakdown of this amount shall be decided by the Joint Committee in accordance with the procedures laid down in Article 8 and Annex 2.

13. The financial contribution referred to in paragraph 1 shall be allocated jointly by Mauritania and the Union in accordance with the procedures laid down in Article 8 and Annex 2 to this Protocol.

14. The financial contribution referred to in paragraph 12 shall be paid by the Union in accordance with the procedures laid down in Article 8 and Annex 2.

15. Each year, no more than 3 months before the date on which payment is due, the Mauritanian authorities shall notify the Union of the details of the bank accounts referred to in Article 8(12).

16. The financial contribution referred to in paragraph 1 shall be entered in the State budget and shall be subject to the rules and procedures for the management of Mauritania's public finances. It shall take into account the principles of sound financial management, in particular the principle of economy, efficiency and effectiveness, while respecting, in particular, the principles of transparency, proportionality, non-discrimination and equal treatment.

17. Actions and projects financed by sectoral support may be audited by the European Commission and the European Court of Auditors and investigated by the European Anti-Fraud Office.

18. Paragraph 12 of this Article shall apply subject to Articles 13, 14, 15, 21 and 23 of this Protocol.

Article 6

Monitoring of total allowable catches and reference tonnages

1. The total allowable catches (categories 1, 2, 2a, 3, 6, 7 and 8) and the reference tonnages (categories 4 and 5) are set out in the datasheets contained in Annex 1 to this Protocol. They are determined on the basis of the calendar year (1 January to 31 December of the year in question). If the first and the last period of application of the Protocol do not correspond to a calendar year, the total allowable catches shall be determined *pro rata temporis* and taking account, for each fishing category, of trends in the distribution of catches throughout the year.

2. With the exception of categories 4 and 5 (tuna-fishing categories), to which reference tonnages apply, and the specific provisions applicable to the total allowable catch in category 6, the total catches made by Union fishing vessels in the Mauritanian fishing zone must not exceed the total allowable catches. If the total allowable catches are exceeded, the rules on the deduction of quotas applicable under Union legislation shall be applied.

3. In accordance with paragraph 2, Mauritania and the Union shall jointly monitor the activity of Union fishing vessels in the Mauritanian fishing zone in order to ensure that the total allowable catches referred to above are appropriately managed. In the course of that monitoring, Mauritania and the Union shall inform each other as soon as the Union fishing vessels operating in the Mauritanian fishing zone have caught 80% of the total allowable catch for the corresponding fishing category. The Union shall accordingly inform Member States thereof.

4. Once catch levels have reached 80% of the relevant total allowable catch, Mauritania and the Union shall monitor catches made by Union fishing vessels on a daily basis. Mauritania and the Union shall inform each other as soon as the relevant total allowable catch has been reached. The Union shall accordingly inform the Member States thereof with a view to the cessation of fishing activities.

Article 7

Adjustment of fishing opportunities

1. Without prejudice to paragraph 2, and at the request of the Parties, the fishing opportunities referred to in Article 3 of this Protocol may be adjusted by the Joint Committee in accordance with Article 14(3)(a) of the Fisheries Agreement and Article 11 of this Protocol, by mutual agreement and insofar as the adjustment is consistent with the sustainability of resources in the fishing zone. That adjustment may relate to the number of Union vessels, the target species or the quotas allocated under Article 3 of this Protocol for each category, shall take account of the real activities of the European fleet in the fishing zone and shall result in the adjustment of the corresponding financial contribution.

2. In accordance with paragraph 1, and no later than 6 months before the end of the second year of application of the Protocol, the Joint Committee shall conduct a first assessment of the utilisation of fishing opportunities by Union vessels operating in the fishing zone.

3. However, following an adjustment as referred to in paragraph 1, fishing opportunities cannot be increased to an extent involving an increase greater than or equal to twice the financial compensation paid by the Union as referred to in Article 5(1).

Article 8

Sectoral support

1. The sectoral support referred to in Article 13(2)(c) of the Fisheries Agreement and Article 5(2)(b) of this Protocol shall contribute to the implementation of the sectoral fisheries policy drawn up by the Islamic Republic of Mauritania.

2. That financial support shall contribute to developing sustainable fishing in the Islamic Republic of Mauritania, independently of the arrangements for access by European Union vessels to the Mauritanian fishing zone. It shall contribute to the implementation of national strategies for sustainable development in the fisheries sector and to the protection of the environment, coastal areas and marine protected areas.

3. No later than 6 months after the date of application of this Protocol, the Joint Committee shall agree a multiannual sectoral programme and detailed implementing arrangements comprising, in particular:

(a) annual and multiannual guidelines for the use of the amount specifically granted as sectoral support in accordance with Article 13(5) 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 set by the authorities of the Islamic Republic of Mauritania in its national sectoral policy;

(c) the 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.

4. Any amendment to those guidelines, objectives, criteria and indicators shall be subject to approval by the Parties in the Joint Committee.

5. The authorities of the Islamic Republic of Mauritania shall submit an annual report on the progress made in projects implemented in the context of sectoral support,

which shall be examined by the Joint Committee. The structure of that report is set out in Annex 2.

6. Prior to the expiry of this Protocol, the authorities of the Islamic Republic of Mauritania shall submit a final report on the implementation of the sectoral support provided for under this Protocol.

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, any action or project that has received the prior approval of the Joint Committee shall be taken into account to allow a possible extension of monitoring of sectoral support for a further period of up to six (6) months for that action or project.

8. Sectoral support shall be implemented with the support of a coordination unit with responsibility for following up the decision of the Joint Committee, whose tasks are set out in Annex 2. Measures to support the work of the coordination unit may be identified on the basis of a decision by the Joint Committee and financed, where appropriate, by means of a specific sectoral support allocation.

9. The financial support referred to in paragraph 1 above is intended for specific, jointly identified actions and projects. It may not be used to cover the operating expenses of beneficiaries, with the exception, where appropriate, of the allocation referred to in paragraph 8, which is intended for measures supporting the coordination unit.

10. The Parties shall draw up a communication and visibility plan with respect to the Fisheries Agreement. The plan shall be subject to approval at the first meeting of the Joint Committee.

11. The financial contribution for sectoral support, provided for in Article 13(2)(c) of the 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 8(3) of this Protocol;

(b) for subsequent years, no later than 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.

12. Sectoral support funds shall be paid by the European Union into a Public Treasury account with the Central Bank of Mauritania, which shall transfer those funds as soon as possible to the special-purpose account opened with the Central Bank of Mauritania in the name of the Ministry of Fisheries and the Maritime Economy (MPEM) and used solely for sectoral support. The Mauritanian authorities shall notify

the European Union of the details of that bank account upon the entry into force of the Protocol.

13. The financial support referred to in paragraph 1 shall be transferred by the European Union in annual instalments. The decision to disburse instalments shall be made on the basis of the Joint Committee's assessment of the level of performance, in accordance with Article 7(2) and Article 15(1)(b) of the Agreement, and subject to the submission of the annual progress report referred to in paragraph 5 and to the holding of the annual workshop referred to in paragraph 14. The practical implementing arrangements shall be laid down in accordance with paragraphs 3 and 4 of this Article and Annex 2 to this Protocol. If appropriate, those practical arrangements may be laid down in more detail or revised by the Joint Committee.

14. Beneficiaries of sectoral support shall be invited by the Parties, once a year, to participate in a workshop presenting and scheduling the actions financed by means of sectoral support.

15. With the exception of the allocation referred to in paragraph 8, which is intended for measures to support the work of the coordination unit, the financial support referred to in paragraph 1 may be paid only when the amounts paid by the European Union as sectoral support in respect of 2015–2019, 2019–2020 and 2020–2021 have been fully transferred to the special-purpose account referred to in paragraph 12 and have been fully committed in accordance with the relevant joint programming.

Article 9

Scientific cooperation to ensure sustainable fishing

1. The Parties undertake to promote responsible fishing in the Mauritanian fishing zone based on the principles of sustainable exploitation of fishery resources and marine ecosystems.

2. In accordance with Articles 3 and 8 of the 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.

3. During the period covered by this Protocol, the Parties shall cooperate to monitor the state of resources and fisheries in the Mauritanian fishing zone. For this purpose, the Independent Joint Scientific Committee shall meet at least once a year, alternately in Mauritania and in the Union.

4. The Independent Joint Scientific Committee shall adopt its rules of procedure during its first meeting. Those rules of procedure shall be subject to approval by the Joint Committee.

5. Further to Article 8(1) and (3) of the Agreement, participation in the Independent Joint Scientific Committee may be extended, as far as necessary, to include experts from the scientific institutions of the Member States and third countries, as well as observers, stakeholder representatives or representatives of regional fisheries management organisations, such as CECAF (the Fishery Committee for the Eastern Central Atlantic).

6. The remit of the Independent Joint Scientific Committee shall cover, in particular, the following activities:

(a) drawing up an annual scientific report on the fisheries covered by this Protocol and producing the relevant stock assessments. When drawing up its report, the Independent Joint Scientific Committee shall take full account of information relating to the activities of the national Mauritanian fleets and other foreign fleets, as well as any measures and management plans adopted by Mauritania;

(b) identifying and proposing to the Joint Committee the implementation of programmes or actions designed to improve understanding of the dynamics of fisheries, the state of resources and changes to marine ecosystems;

(c) studying scientific questions which arise in the course of implementing this Protocol and, if necessary following a referral to the Joint Committee, adopting a scientific opinion under a procedure agreed by consensus within the Committee;

(d) compiling and analysing data on fishing effort, catches and sales for each segment of the national fishing fleets, both Union and non-Union, which operate in the Mauritanian fishing zone with respect to the resources and fisheries covered by this Protocol;

(e) designing and scheduling the performance of the annual stock surveys, including joint scientific voyages, in order to determine the surpluses, fishing opportunities and exploitation options which guarantee the conservation of resources and the ecosystem of which they are part;

(f) formulating, on its own initiative or in response to a request from the Joint Committee or one of the Parties, any scientific opinions relating to objectives, strategies and management measures that are judged necessary for the sustainable exploitation of the stocks and fisheries covered by this Protocol;

(g) proposing, where appropriate, in the Joint Committee, a programme for revising the fishing opportunities in accordance with Article 7 of this Protocol.

7. For the purposes of implementing paragraphs 2, 3 and 6, and further to the provisions of Article 4(6), Mauritania shall provide the Independent Joint Scientific Committee and the Union with a detailed report each year, specifying, for each fishing category, the number of vessels flying the Mauritanian flag authorised to fish,

the corresponding authorised catch volumes, the volumes actually caught and any relevant information concerning the fisheries management measures adopted and implemented by Mauritania.

8. Tuna vessels shall comply with all the recommendations adopted by the International Commission for the Conservation of Atlantic Tunas (ICCAT).

9. No later than 6 months after the date of application of the Protocol, Mauritania shall adopt a sustainable fisheries management plan for small pelagic species, applicable to all fleets operating in Mauritanian waters. That plan shall be notified to the Union no later than 1 month prior to its application. It may be assessed by the Joint Scientific Committee where appropriate.

Article 10

Scientific fishing, exploratory fishing and new fishing opportunities

1. Scientific fishing

1.1. The Joint Committee may authorise scientific voyages for the purpose of collecting data and information on biological resources and marine ecosystems and involving Union and/or Mauritanian vessels on the basis of the advice of the Independent Joint Scientific Committee. Such voyages shall be conducted under the joint responsibility of the Mauritanian and European scientific research institutes.

1.2. The arrangements for equipping and chartering Union and/or Mauritanian vessels shall be decided by the Parties in Joint Committee meetings for each such voyage.

1.3. The results of those voyages shall be used to improve stock assessments and to allow appropriate management measures to be adopted.

1.4. In the case of category 8 (cephalopods), the results of the scientific programme and/or evaluations carried out in accordance with Article 9 may lead to revision of the catch limit and conservation measures applicable to Union vessels.

2. Exploratory fishing

2.1. Should Union fishing vessels be interested in fishing activities not provided for in Article 3, the Parties shall consult each other in the Joint Committee on whether to grant authorisation for those new activities in accordance with Article 5(2) of the Agreement. Where appropriate, the Joint Committee shall agree on the conditions applicable to those new fishing opportunities and, if necessary, amend this Protocol and the Annex hereto in accordance with Article 7 hereof.

2.2. The fishing authorisation referred to in paragraph 2.1 shall be granted in the light of the best scientific advice available at national and regional level and, where

appropriate, on the basis of the results of scientific voyages approved by the Independent Joint Scientific Committee.

2.3. Following the consultations referred to in paragraph 2.1, the Joint Committee may authorise exploratory fishing voyages in the Mauritanian fishing zone to test the technical feasibility and the economic viability of new fisheries. To this end, it shall determine the species, conditions and any other appropriate parameters on a case-by-case basis in accordance with the provisions of Chapter XI of Annex 1 to this Protocol. The Parties shall carry out exploratory fishing in accordance with the conditions laid down by the Independent Joint Scientific Committee.

Article 11

Joint Committee

1. In addition to the responsibilities delegated to the Joint Committee in accordance with Article 14 of the Agreement, the Joint Committee shall have decision-making powers to approve amendments to this Protocol, and the Annexes and Appendices hereto, with regard to:

(a) revising the fishing opportunities, where appropriate, and, consequently, the corresponding financial contribution;

(b) the arrangements for sectoral support as provided for in Article 8 and Annex 2;

(c) the conditions governing fishing activities by Union vessels.

2. In the case referred to in paragraph 1(a), the financial contribution shall be adjusted proportionately and *pro rata temporis*.

3. Any amendments to the Protocol, Annexes and Appendices in accordance with paragraph 1 shall be subject to a decision by the Joint Committee. That decision shall enter into force on the date on which the Parties notify each other that they have completed the procedures necessary for its adoption.

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

5. The Joint Committee shall be convened for the first time no later than three (3) months after the provisional application of this Protocol.

Article 12

Cooperation between economic operators

In accordance with the legislation and regulations in force, the Parties shall promote contacts and help ensure cooperation between economic operators, including as regards the sectoral support referred to in Article 8, in the following areas:

(a) developing the Nouadhibou Free Zone, or any other zones deemed necessary;

(b) developing marine protected areas (Banc d'Arguin and Diawling national parks);

(c) port management;

(d) developing fishing industries for human consumption;

(e) shipbuilding and repair and the manufacturing of fishing gear and materials;

(f) developing exchanges to improve professional training, particularly in the fisheries sector, fisheries management, aquaculture and inland fishing, shipyards, and maritime surveillance and fisheries control;

(g) sale and marketing of fishery products;

(h) aquaculture and the blue economy.

Article 13

Termination due to reduced utilisation of fishing opportunities

Where there is found to be a reduced level of utilisation of fishing opportunities, the Union shall notify Mauritania, by letter, of its intention to terminate the Protocol. Termination shall take effect within four (4) months of the notification. This Article may be activated where no agreement is reached on the extent of the revision of the fishing opportunities and adjustment of the financial contribution referred to in Article 7.

Article 14

Suspension

Application of this Protocol may be suspended at the initiative of either Party in accordance with Article 21 of the Fisheries Agreement.

Article 15

Suspension and revision of the financial contribution and sectoral support

1. The financial contribution, as referred to in Article 13, may be revised or suspended if one or more of the following conditions apply:

(a) unusual circumstances, other than natural phenomena, which prevent fishing activities in the Mauritanian fishing zone;

(b) significant changes in the formulation or implementation of the fisheries policy of either one of the Parties which affect the provisions of this Protocol;

(c) activation of the consultation mechanisms provided for in Article 96 of the Cotonou Agreement, or of the agreement between the Union and the ACP countries that will succeed the Cotonou Agreement on the date of its provisional application or entry into force, owing to violation of one of the essential and fundamental elements of human rights set out in Article 9 of that Agreement.

2. The Union may revise or suspend payment of the sectoral support provided for in Article 8 of this Protocol, in whole or in part, if the conditions laid down in paragraph 1(b) and (c) apply, in the event of failure to implement that sectoral support or if the results obtained are inconsistent with the programming, following an evaluation carried out by the Joint Committee.

3. Payment of the financial contribution provided for in Article 5 shall resume, after consultation and agreement between the Parties, as soon as the situation that existed prior to the events referred to in paragraph 1 has been restored and/or if the results of the implementation of the financial support referred to in paragraph 2 so warrant. Nevertheless, payment of the financial support provided for in Article 8 cannot be triggered more than six (6) months after expiry of the Protocol.

Article 16

Electronic data exchange

1. The Parties shall ensure that systems are put in place for monitoring and electronic exchange of all information and documents linked to the technical management of this Protocol with regard to the activities of the Union fleet, as set out in Annex 1.

2. The electronic version of a document shall be considered equivalent to the paper version in every respect.

3. Mauritania and the Union shall inform each other without delay of any malfunction of an electronic system. Information and documents relating to the implementation of the Agreement shall, in that case, automatically be replaced by their paper version in accordance with Annex 1.

Article 17

Confidentiality

1. The Parties undertake to ensure that all commercially sensitive and personal data relating to Union vessels and their fishing activities obtained within the context of the Fisheries Agreement, including data collected by observers, are processed in accordance with confidentiality and data protection principles.

2. The data shall be used by the competent authorities solely for the purposes of implementing the Fisheries Agreement, and in particular for management, scientific research and fisheries monitoring, control and surveillance (MCS).

3. In order to ensure proper implementation of the Protocol, several categories of personal data shall be processed:

(a) identification and contact data;

(b) the activities of a vessel or relating to a vessel, its position and movements, its fishing activity or fishing-related activity;

(c) data relating to vessel owners and operators (position or rank), masters, and crew members;

(d) any other data relating to the subject matter of the Agreement.

4. Personal data shall not be kept for longer than is necessary for the purpose for which they were exchanged, up to a maximum of 10 years, unless the personal data are necessary to follow up an infringement, inspection or judicial or administrative proceedings. In such cases, the personal data may be stored for 20 years. If personal data are kept for longer, they shall be anonymised.

5. The Parties shall ensure that only aggregated data relating to fishing activities in the fishing zone are made public.

6. The authorities responsible for data processing shall be the European Commission or the flag Member State, for the Union, and the Ministry, for Mauritania.

7. Appropriate safeguards and legal remedies may be established by the Joint Committee.

Article 18

Failure to comply with provisions and obligations of this Protocol

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

Article 19

Provisional application

This Protocol may be applied on a provisional basis by mutual agreement, as notified in an exchange of notifications between the Parties, with effect from the date of authorised signature by the Council of Ministers of the European Union.

Article 20

Duration

Notwithstanding Article 19 of the Agreement, this Protocol shall apply for a period of 5 years from the date of its entry into force or, as the case may be, the date of its provisional application.

Article 21

Termination

This Protocol may be terminated at the initiative of either Party in accordance with the provisions of Article 22 of the Fisheries Agreement.

Article 22

Entry into force

This Protocol 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 23

Review

This Protocol may be reviewed at the initiative of either Party in accordance with the provisions of Article 23 of the Fisheries Agreement.

Table of fishing categories as referred to in Article 3(1)

Fishing categories		**Total allowable catches and reference tonnages**
1.	Vessels fishing for crustaceans other than spiny lobster and crab	5 000 tonnes
2.	Trawlers (non-freezer) and bottom longliners fishing for black hake	6 000 tonnes
2a	Trawlers (freezer) fishing for black hake	Black hake: 3 500 tonnes

		Squid: 1 450 tonnes Cuttlefish: 600 tonnes
3.	Vessels fishing for demersal species other than black hake with gear other than trawls	3 000 tonnes
4.	Tuna seiners	14 000 tonnes (reference tonnage)
5.	Pole-and-line tuna vessels and surface longliners	7 000 tonnes (reference tonnage)
6.	Pelagic freezer trawlers	225 000 tonnes *
7.	Non-freezer pelagic vessels	15 000 tonnes **
8.	Cephalopods	[p.m.] tonnes
* This figure may be exceeded by a 10% margin without any impact on the financial contribution paid by the Union for access.		
** If these fishing opportunities are utilised, they shall be deducted from the total allowable catch provided for in category 6.		
On the basis of the scientific advice available, the Parties may agree within the Joint Committee on the allocation of fishing opportunities for freezer trawlers targeting demersal species in respect of which a surplus has been identified.		

ANNEX 1

CONDITIONS GOVERNING FISHING ACTIVITIES BY EUROPEAN UNION VESSELS IN MAURITANIAN FISHING ZONES

CHAPTER I

GENERAL PROVISIONS

1. Designation of the competent authority

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

– For the European Union: the European Commission, where applicable via the European Union Delegation in Nouakchott (focal point); hereinafter referred to as the 'Union';

– For Mauritania: the Ministry of Fisheries and the Maritime Economy (MPEM), hereinafter referred to as the 'Ministry'.

2. Mauritanian fishing zone

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

3. Vessel identification

3.1. The identification marks of all Union vessels must conform to the relevant Union legislation. The Ministry must be notified of such legislation before the provisional application of the Protocol. The Ministry must be notified of any amendment to the legislation at least 1 month before its entry into force.

3.2. Any vessel which conceals its markings, name or registration shall be liable to the penalties provided for by Mauritanian law.

4. Bank accounts

The financial sums payable by Union vessels shall be paid to the Mauritanian Public Treasury into accounts opened for that purpose with the General Treasury of Mauritania.

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

5. Methods of payment

Payments shall be made in euros as follows:

— for fees: to the Mauritanian Treasury by transfer to one of the bank accounts referred to in paragraph 4;

— for fees relating to the parafiscal charge referred to in paragraph 3 of Chapter III: to the Mauritanian Coast Guard by transfer to one of the bank accounts referred to in paragraph 4;

— for fines: to the Mauritanian Treasury by transfer to one of the bank accounts referred to in paragraph 4.

6. Designation of an agent

Any Union vessel operating under the Agreement must be represented by an agent resident in Mauritania.

CHAPTER II

LICENCES

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

1. Licence applications

1.1. The Union shall submit licence applications to the Ministry by electronic means, within the limits specified in the datasheets included in the Protocol.

1.2. Licence applications shall be transmitted twenty (20) calendar days before the start of the period of validity of the licences requested.

1.3. The Union may also submit vessel lists to the Ministry by electronic means twenty (20) calendar days before the start of the period of validity of the licences requested.

1.4. Those lists shall specify, by fishing category:

(a) the number of vessels;

(b) for each vessel, its main technical characteristics specified in Appendix 3, as they appear in the register of Union fishing vessels;

(c) types of fishing gear;

(d) the amount of payments due, broken down by heading;

(e) the number of Mauritanian seafarers to be taken on board in accordance with Chapter IX of this Annex.

1.5. When renewing a licence under this Protocol on a quarterly or yearly basis for a vessel whose technical characteristics have not been changed, the renewal application shall be accompanied only by proof of payment of the fees and the parafiscal charge.

2. Documents required for licence applications

2.1. The Union shall submit a licence application to the Ministry for each vessel, including:

- the information set out in Appendix 3,

- proof of payment of the licence fee and the parafiscal charge.

2.2. For a first licence application to fish in Mauritania, the following documents shall also be provided in electronic format:

(a) a copy, certified by the flag state, of the international tonnage certificate, specifying the tonnage of the vessel in GT as certified by recognised international bodies;

(b) a recent (less than 1 year old) colour photograph, certified by the competent authorities of the flag state, showing a side view of the vessel in its current state, in which the name of the vessel appears, along with the vessel's international radio call sign, where appropriate. If sent in electronic format, the photograph shall have a minimum resolution of 72 dpi (1 400 × 1 050 pixels). If sent in paper format, it shall have a minimum size of 15 × 10 cm;

(c) the information required under Mauritanian law for inclusion in the Mauritanian National Vessel Register. Such inclusion shall not entail any registration fee. The inspection provided for in connection with inclusion in the National Vessel Register shall be of a purely administrative nature.

2.3. Any alteration to the tonnage of a vessel shall oblige the owner of the vessel concerned to submit a copy of the new international tonnage certificate (in GT) and any relevant supporting documents, in particular a copy of the application lodged by the vessel owner with the competent authorities, the agreement of those authorities and the details of the changes made. Where the structure or external appearance of the vessel is changed, a new photograph must also be submitted.

3. Eligibility to fish

3.1. Applications for fishing licences shall be lodged only for those vessels for which the documents required under paragraphs 2.1 and, where appropriate, 2.2 above have been sent.

3.2. Each vessel wishing to engage in fishing activities under this Protocol must be entered in the Union fishing vessels register and be eligible for fishing in the Mauritanian fishing zone. The vessel must not be listed as an IUU vessel.

3.3. For a vessel to be eligible, neither the owner nor the master nor the vessel itself must be banned from fishing in Mauritania. They must be in order vis-à-vis the Mauritanian authorities insofar as they must have met all prior obligations arising from their fishing activities in Mauritania.

4. Issuing of licences

4.1. The Ministry shall issue licences to the vessels within ten (10) calendar days of receipt of a complete application and subject to confirmation of payment by receipt issued by the Public Treasury.

4.2. The originals of the licences shall be available from the competent departments within the Ministry. A scanned photocopy of those originals shall be sent by the Ministry to the Union (EU Delegation and European Commission) by electronic means.

4.3. The licences shall also indicate the period of validity, the vessel's technical characteristics, the number of Mauritanian and foreign seafarers and the payment references of the fees.

4.4. Vessels receiving a licence shall be entered on the list of vessels authorised to fish, which shall be sent simultaneously and without delay to the Mauritanian Coast Guard and the Union.

Licence applications that have been refused shall be notified by the Ministry to the Union. Where appropriate, the Ministry shall provide a credit note against payments relating to these, after deduction of the balance of any outstanding unpaid fines.

4.5. A fishing licence must be held on board the vessel to which it was issued at all times and presented to the inspection authorities each time an inspection takes place. On a transitional basis, for a maximum period of 30 calendar days after the date of issue of the licence, the vessel shall be authorised to hold a copy of the licence during its activities in Mauritania, provided that the vessel is included in the list of authorised vessels referred to in paragraph 4.4. That copy shall, in that case, be considered to be equivalent to the original.

5. Validity and utilisation of licences

5.1. A licence shall be valid only for the period covered by the fee paid under the terms laid down in the technical datasheet for the category in question.

Licences shall be issued for periods of 3 or 12 months, depending on the category:

– 3 months for vessels in categories 1 (shrimp vessels), 2, 2a, 3 (demersal vessels) and 6 (vessels targeting small pelagic species);

– 12 months for vessels in categories 4 and 5 (tuna vessels). They shall be renewable.

The validity of the licences shall start on the first day of the period requested.

The period of validity of the 3-month licences for vessels in categories 1 (shrimp vessels), 2, 2a, 3 (demersal vessels), 6 and 7 (small pelagic species) shall commence on 1 January, 1 April, 1 July or 1 October, with the exception of the first period, which shall start on the date of provisional application of the Protocol. The validity of category 4 and 5 licences shall correspond to periods of 1 calendar year, from 1 January to 31 December.

The first period of the Protocol shall start on the date of its provisional application and shall end on 31 December of the same year.

The validity of all licences shall end at the end of the period of application of the Protocol.

Licences may not start to run during one annual period and expire during the next.

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

5.2. The issuing of a licence does not automatically mean the vessel will be present in the Mauritanian fishing zone during the period of validity of the licence.

5.3. Licences shall be issued for a given vessel. They shall be non-transferable. However, in the event of the loss or prolonged immobilisation of a vessel due to a serious technical failure or *force majeure*, the licence of the initial vessel shall be

replaced by a licence for another vessel of the same fishing category, on condition that the gross tonnage (GT) authorised for that category is not exceeded.

5.4. The owner of the damaged vessel, or the owner's representative, shall return the fishing licence to the Ministry for cancellation.

5.5. Any additional payments needed for the replacement of the licence shall be made before the replacement licence is issued.

6. Technical inspection

6.1. Once a year, and after any alteration in tonnage or changes to the fishing category necessitating the use of a different type of gear, all Union vessels shall report to the port of Nouadhibou to undergo the inspections required by the Mauritanian legislation in force. Such inspections shall take place within no more than 48 hours of the vessel's arrival in port.

6.2. In the case of tuna seiners, pole-and-line vessels and surface longliners, each vessel operating under the Agreement for the first time shall be presented for the inspections required by the Mauritanian legislation in force before receiving its licence. Those inspections may be carried out in a foreign port to be agreed. All charges linked to those inspections shall be borne by the vessel owner.

6.3. Once the technical inspection has been completed satisfactorily, the master of the vessel shall be issued with a certificate of conformity having the same period of validity as the licence, which shall be automatically extended, free of charge, in the case of vessels renewing their licence in the course of the year. That certificate must be kept on board at all times. For pelagic vessels, the certificate shall specify the vessel's capacity to tranship.

6.4. The purpose of the technical inspection is to check the conformity of the vessel's technical characteristics and gear and to verify that the provisions relating to its Mauritanian crew have been complied with.

6.5. Charges for inspections shall be payable by vessel owners and shall be set according to the scale laid down by Mauritanian law and communicated to the Union before the start of application of the Protocol. They must not be higher than the amount normally paid by other vessels for the same services.

6.6. Failure to comply with any of the provisions of paragraphs 6.1 or 6.2 above shall result in suspension of the validity of the licence and render the vessel liable to the applicable penalties until the vessel owner has met such obligations.

CHAPTER III

FEES

1. Fees

1.1. Fees shall be calculated for each vessel under the conditions and on the basis of the rates laid down in the datasheets included in the Protocol. The amounts of those fees shall include all related fees and taxes, with the exception of the parafiscal charge, port taxes and service charges.

1.2. The fees shall be calculated by the Ministry, taking into account the catches (in kg of live weight) indicated in the fishing logbooks and corrected during controls, and in accordance with the datasheet contained in Appendix 2.

1.3. The statement of fees shall be notified by the Ministry to the vessel owners or their agents within 1 month of the end of the validity of the licences. At the same time, a copy of that statement shall be sent to the Union.

1.4. The fees shall be calculated in proportion to the actual duration of validity of the fishing licence, taking into account any biological recovery periods. Where the actual period of validity of the licence is reduced by more than 1 month for reasons that arose after payment of the fee, paragraph 1.5 below shall apply.

1.5. The fees shall be paid by transfer to one of the bank accounts referred to in paragraph 4 of Chapter I. In the event of overpayment, the Public Treasury of Mauritania shall issue a credit note to the vessel owner or the vessel owner's agent. That credit note may be deducted from a subsequent payment.

1.6. The Union shall draw up a financial statement on the basis of the aggregated catch data in its database and the amounts of fees and advances paid (not including the parafiscal charge) and notify it to Mauritania for verification of consistency with the fees calculated by Mauritania in accordance with paragraph 1.2.

In the event of a disagreement about the amount of fees charged, the Parties shall consult each other without delay, including within the Joint Committee if necessary, and verify the catch declarations and the calculation of the relevant fees.

1.7. The final statement of annual catches shall be agreed on by the Parties in the Joint Committee.

2. Fees in kind

2.1. Union owners of pelagic freezer trawlers and shrimp-fishing vessels (with respect to their by-catches of fish) engaged in fishing activities under this Protocol shall contribute to the policy of fish distribution to people in need, at the rate of 2% of their pelagic catches transhipped or landed following a fishing trip.

2.2. For freezer trawlers in category 6, the 2% shall be calculated on the basis of all catches, regardless of species and irrespective of commercial value, and shall be added to the total allowable catch. Catches which fall under the fee in kind should reflect the species composition of the total catches held on board the vessel at the time of the transhipment of that 2%.

However, for vessels targeting horse mackerel and mackerel, the 2% shall be levied on catches of size L or, failing that, size M.

For vessels in category 1, the 2% shall be calculated on the basis of the total fish by-catch.

2.3. Catches falling under the fee in kind shall be handed over to the Société Nationale de Distribution de Poisson (National Company for the Distribution of Fish). A form attesting to the receipt of that fee in kind shall systematically be drawn up and signed by a representative of the Société Nationale de Distribution de Poisson and a copy provided to the master of the vessel.

2.4. Catches falling under the fee in kind may be handed over by landing in dock or by transhipment in the roads. In the case of transhipment in the roads, the vessels used for landing such catches must be fully adapted to the operations required, in order to ensure that they proceed smoothly. The master of the pelagic vessel, in consultation with its agent and with the Société Nationale de Distribution de Poisson, may choose the Mauritanian vessel best suited to carrying out those operations.

2.5. In the event of a manifest risk to or breach of the safety of the fishing vessel, the Mauritanian vessel or their crews, the master of the fishing vessel may refuse to land the catches using the aforementioned Mauritanian vessel. The master shall then refer the matter to the representative of the Société Nationale de Distribution de Poisson, who shall assign another vessel.

2.6. The landing of catches falling under the fee in kind must be planned and organised in such a way as not to unduly disrupt the smooth operation of the fishing vessel's activities.

2.7. If there is insufficient storage capacity at the point where catches are landed, the master of the fishing vessel shall be completely and definitively released from the obligation to land the fee in kind for the fishing trip in question. A certificate will then be issued by the representative of the Société Nationale de Distribution de Poisson, certifying that the fee in kind could not be landed owing to a lack of onshore storage space. Catches not landed owing to insufficient storage capacity and kept on board must be deducted from the total allowable catch.

2.8. The fee in kind expressly excludes any other form of imposed contribution. Under no circumstances may it give rise to conversion into a monetary equivalent, nor may it result in the constitution of a debt.

2.9. Catches corresponding to the fee in kind shall be taken over by the Société Nationale de Distribution de Poisson and distributed to people in need under the conditions laid down by Mauritanian legislation.

2.10. The Société Nationale de Distribution de Poisson shall draw up a report each year on the use of this fee in kind, its recipients, the quantities distributed and the conditions for their distribution. That report shall be examined by the Joint Committee.

2.11. In the event of difficulty implementing these provisions, the Parties shall consult each other, including within the Joint Committee, in order to share all relevant information concerning implementation and in order to identify the most appropriate solutions to address the difficulties.

3. Parafiscal charge

3.1. Under the decree[2] establishing the parafiscal charge, the rates of that charge for fishing vessels, payable in local currency, are as follows:

Fishing category (crustaceans, cephalopods and demersal species): applicable to categories 1, 2, 2a and 3

[2] Decree No 2006-010 of 17 February 2006.

Tonnage (GT)	Amount per quarter (MRU)
< 99	5 000
100–200	10 000
201–400	20 000
401–600	40 000
> 600	60 000

Fishing category (highly migratory and pelagic): applicable to categories 4, 5, 6 and 7

Tonnage	Amount per month (MRU)
< 2 000	5 000
2 001–3 000	15 000
3 001–5 000	50 000
5 001–7 000	75 000
7 001–9 000	100 000
> 9 000	130 000

3.2. With the exception of categories 4 and 5, the parafiscal charge shall be payable on the basis of a full quarter or multiple thereof, irrespective of whether a biological recovery period falls within that period.

3.3. The exchange rate (MRU/EUR) to be used for payment of the parafiscal charge for a calendar year shall be the average rate for the previous year, as calculated by the Central Bank of Mauritania and transmitted by the Ministry not later than 1 December of the year preceding the application thereof. If no exchange rate is communicated, the previous rate shall apply.

3.4. A quarter shall correspond to one of the 3-month periods beginning on 1 October, 1 January, 1 April or 1 July, except for the first and the last period of the Protocol.

4. Specific conditions applicable to tuna vessels

4.1. Catch declarations drawn up by each master of a tuna vessel and transmitted to the Mauritanian Coast Guard daily via the ERS shall be used by the national scientific institutes IRD (Institut de Recherche pour le Développement), IEO (Instituto Español de Oceanografía) and IPMA (Instituto Portugues Mar e Atmosfera). They shall also be provided to the IMROP (Institut Mauritanien de Recherches Océanographiques et des Pêches) annually by the Union by electronic means.

4.2. For each tuna-fishing vessel, the Union shall draw up, on the basis of the aggregated catch data in its database, the applicable fees and advances paid and a final statement of fees owed by the vessel in respect of its annual season for the previous calendar year.

4.3. The Union shall notify that final statement to Mauritania and to the vessel owner before 30 June of the year following the year in which the catches were made.

4.4. Mauritania may contest the final statement, on the basis of documentary proof, within 30 working days of its being sent. In the event of disagreement, the Parties shall consult each other in the Joint Committee. If Mauritania does not object within 30 days, the final statement shall be considered to be adopted.

4.5. Where the final statement is greater than the flat-rate fee paid in advance to obtain the licence, the vessel owner shall pay the outstanding balance within 45 days of the approval of the statement by Mauritania. Where the amount of the final statement is less than the advance flat-rate fee, the remaining amount may not be reclaimed by the vessel owner.

4.6. The parafiscal charge shall be paid in proportion to the time spent in the Mauritanian fishery zone. The corresponding monthly payments shall be deemed to cover periods of 30 days' actual fishing. This provision preserves the indivisible nature of the charge and, consequently, the monthly payment shall be due in respect of any period begun.

4.7. A vessel which has fished for 1 to 30 days over the year shall pay the charge in respect of 1 month. The second monthly payment of this charge shall be due after the first period of 30 days and so on. Additional monthly payments shall be made no later than 10 days after the first day of each additional period.

CHAPTER IV

CATCH REPORTING

1. Electronic reporting system (ERS)

1.1. The Parties undertake to implement and maintain the IT systems that are necessary to ensure the electronic exchange of all information relating to the implementation of the Agreement.

1.2. The flag state and Mauritania shall each designate an ERS correspondent to act as the contact point for matters relating to the implementation of these provisions, notify each other of the contact details of their ERS correspondent and, where appropriate, update that information without delay.

1.3. The Parties agree that the ERS 3.1 standard will initially be used for the exchange of logbook data but that the UN/FLUX (United Nations / Fisheries Language for

Universal eXchange) standard referred to in Appendix 8 is subsequently to be implemented (FLUX ERS).

1.4. Detailed arrangements for implementing the various electronic exchanges shall be laid down and approved by the Parties within the Joint Committee, in particular for reporting catches through the electronic recording and reporting system (ERS).

1.5. Once the ERS is fully functional, a vessel not equipped with an ERS shall not be authorised to engage in fishing activities under this Protocol.

1.6. Mauritania and the Union shall inform each other immediately of any malfunction of an IT system that prevents communication between the fisheries monitoring centres (FMCs). In such cases, the provisions of paragraph 4 shall apply.

2. Fishing logbook: general provisions

2.1. The master of a Union vessel carrying out fishing activities under this Protocol shall keep an electronic fishing logbook integrated into an electronic recording and reporting system (ERS).

2.2. The master shall be responsible for the accuracy of the data recorded in the electronic fishing logbook. The fishing logbook shall contain at least the information set out in paragraph 3.3, comply with the provisions agreed between the Parties and take account of the relevant ICCAT resolutions and recommendations.

2.3. The flag state and Mauritania shall ensure that they have the necessary IT equipment and software to automatically transmit ERS data and shall implement the necessary procedures to ensure that they function correctly.

2.4. The flag state shall ensure that the data are received and recorded in a computer database enabling the data to be stored securely for at least 36 months after the start of the fishing trip.

2.5. The flag state's FMC shall ensure that fishing logbooks are automatically made available through the ERS to the Mauritanian Coast Guard (GCM) on a daily basis for the period during which the vessel is present in the fishing zone, even in the event of a zero catch.

2.6. Failure to comply with any of the above provisions relating to the vessel shall entail, without prejudice to the penalties laid down by Mauritanian law, automatic suspension of the fishing licence until the vessel owner has met such obligations.

3. Electronic logbook data

3.1. Every day, the master shall record the estimated quantities of each species caught and kept on board, or thrown back into the sea, for each fishing operation. The estimated quantities of a species caught or discarded shall be recorded regardless of weight.

3.2. If the vessel is present but does not carry out any fishing activities, its position at 23.59 shall be recorded.

3.3. The fishing logbook data shall be transmitted automatically and on a daily basis to the fisheries monitoring centre (FMC) of the flag state. The information transmitted shall include at least the following:

(a) the IMO or CFR (Union fishing fleet register) identification numbers and the name of the vessel;

(b) the date and time of departure from and arrival at the Mauritanian port;

(c) the FAO 3-alpha code of each species;

(d) the relevant geographical area in which the catches were made;

(e) the date and time of the catches;

(g) the type of gear and technical specifications;

(h) the estimated quantities of each species kept on board, in kilograms of live weight equivalent or, where appropriate, the number of individual fish; and

(i) the estimated quantities of each species discarded, in kilograms of live weight equivalent or, where appropriate, the number of individual fish.

4. Technical breakdown or failure affecting the vessel's on-board recording and transmission of electronic reports

4.1. The flag state's FMC and the GCM shall inform each other immediately of any event likely to affect the transmission of ERS data from one or more vessels.

4.2. If the GCM does not receive the data to be transmitted by a vessel, it shall inform the flag state's FMC immediately. The flag state's FMC shall promptly investigate the reasons for this non-receipt of ERS data and inform the GCM of the result of its investigations.

4.3. Where a failure occurs in the transmission between the vessel and the flag state's FMC, the flag state's FMC shall notify this immediately to the master or the operator of the vessel or, failing this, to their representative. On receipt of that notification, the master of the vessel shall transmit the missing data to the competent authorities of the flag state by any appropriate means of telecommunication each day, no later than 23.59.

4.4. In the event of a failure of the electronic transmission system installed on board the vessel, the master or the operator of the vessel shall ensure that the ERS is repaired or replaced within 7 days of detecting the failure. Once that deadline has passed, the vessel shall no longer be authorised to fish in the fishing zone and must leave it or call at a Mauritanian port within 24 hours. The vessel shall not be authorised to leave that port or return to the fishing zone until the FMC of its flag state has established that the ERS system is functioning correctly again.

4.5. If the non-receipt of the ERS data by Mauritania is caused by the failure of the electronic systems under Union or Mauritanian control, the Party in question shall promptly take any action necessary to resolve that failure as soon as possible. The other Party shall be notified as soon as the problem has been resolved.

4.6. Every 24 hours, the flag state's FMC shall send the GCM all the daily ERS data for its fleet received since the last transmission to Mauritania, using any electronic means of communication available. Subject to compliance with this provision, fishing activities shall not be prohibited. The flag state's FMC shall ensure that the missing data are entered in the electronic database referred to in paragraph 2.5

and are available to the GCM once the automatic communication service has been re-established

4.7. The same procedure shall be applied in the event of maintenance operations lasting more than 24 hours and affecting the systems under Union control.

4.8. The Union shall inform the GCM of its maintenance operations. Mauritania shall inform its competent monitoring services.

4.9. Pending re-establishment of normal service, Union vessels shall not be considered to be in breach of their obligation to transmit their ERS data.

5. Supplementary fishing log (landing or transhipment declarations)

5.1. The master shall transmit the landing or transhipment data required by this Agreement to the Mauritanian competent authority by means of the electronic recording and reporting system (ERS).

5.2. In the event of a landing in a Mauritanian port, or a transhipment in a Mauritanian port or in the roads off a Mauritanian port, prior notification shall be sent via the ERS.

5.3. Failure to comply with any of the provisions of paragraph 6.1 or 6.2 above shall entail automatic suspension of the fishing licence by Mauritania, who shall inform the operator thereof, until the vessel owner has met such obligations.

6. Reliability of data for scientific purposes

6.1. The information in the documents referred to in the preceding paragraphs must reflect the actual fishing situation so that it can be used as one of the bases for monitoring changes in fisheries resources.

6.2. The Mauritanian legislation in force concerning the minimum sizes of catches kept on board shall apply. It is provided in Appendix 5. It may, however, be amended on the basis of relevant scientific research findings.

6.3. A list of the conversion factors applicable to without head/whole and/or eviscerated/whole catches is provided in Appendix 6. That list may be amended on the basis of relevant scientific research findings.

7. Tolerance of discrepancies

Tolerance of any discrepancy between the catches declared in the fishing logbook and the assessment of those catches on the basis of a representative sample during inspection at sea or on landing shall be:

10% for non-freezer vessels;

4% for freezer-vessels, including pelagic vessels.

Differences shall be calculated in live weight equivalent. Furthermore, no tolerance shall be allowed for the number of crates.

8. By-catches

By-catches are specified in the datasheets which are part of this Protocol. The percentage by-catch shall be calculated at the end of each fishing trip, unless otherwise indicated in those datasheets. Any vessel exceeding the authorised by-catch rates shall be liable to penalties.

In line with ICCAT recommendations, the Parties shall endeavour to reduce the accidental impact of fishing activities on turtles and sea birds by implementing measures to maximise the chance of survival of individual turtles and sea birds caught by accident.

9. Prohibited species

In accordance with the Convention on Migratory Species and with ICCAT resolutions, it is prohibited to fish for giant manta ray (*Manta birostris*), basking shark (*Cetorhinus maximus*), great white shark (*Carcharodon carcharias*), bigeye thresher shark (*Alopias superciliosus*), hammerhead sharks in the Sphyrnidae family (with the exception of the bonnethead shark), oceanic whitetip shark (*Carcharhinus longimanus*), silky shark (*Carcharhinus falciformis*) and whale shark (*Rhincodon typus*).

In accordance with EU legislation, it is prohibited to remove shark fins on board vessels or to keep on board, tranship or land shark fins. Without prejudice to the above, shark fins may be partially sliced through and folded against the carcass in order to facilitate on-board storage, but must not be removed from the carcass before landing.

10. Quarterly aggregated catch reporting

10.1. Before the end of each quarter, the Union shall provide the Mauritanian authorities with the aggregated data referred to in Article 8(3) of this Protocol, for the previous quarters of the current year, indicating the quantities of catches per vessel, per month of catch, and per species, extracted from the European Commission's database, along with the places of landings. The data shall be provisional and evolving, taking into account, where appropriate, the observer data provided on an annual basis.

10.2. Mauritania shall analyse the aggregated data and report any major inconsistencies with the fishing logbook data received. The flag states shall investigate the inconsistencies reported and update the data as necessary. Cases of persistent inconsistencies between data sources shall be submitted to the Joint Committee with a view to finding a solution.

10.3. The conversion factors applicable as regards without head/whole catches and/or eviscerated/whole catches are provided in Appendix 6.

CHAPTER V

LANDINGS AND TRANSHIPMENTS

1. Landings

Vessels from the demersal, shrimp and non-freezer pelagic fleets shall be under a landing obligation, without prejudice to the following derogations:

1.1. The demersal fleet shall be under the obligation to land their catches in a Mauritanian port (unless a derogation applies).

1.2. Specific derogations shall be granted to the shrimp fleet at the vessel owner's request during periods of very hot weather.

1.3. The landing obligation does not necessarily entail a storage or processing obligation.

1.4. The non-freezer pelagic fleet shall be under a landing obligation within the limits of the reception capacity of the processing units in Mauritania and actual market demand.

1.5. The last trip (the trip preceding the vessel's departure from Mauritanian fishing zones for a period lasting not less than 3 months) shall not be subject to the landing obligation. For shrimp trawlers, this period shall be 2 months. However, the provisions of paragraph 1.9 of Chapter VI shall apply.

1.6. The master of a Union vessel shall notify the Mauritanian Coast Guard and the port authorities of the Mauritanian port in which they wish to land their catch, preferably via the ERS or, failing that, by email, with a copy to the Union Delegation, at least 24 hours before landing, specifying the following:

(a) the name of the fishing vessel which is to land;
(b) the planned date and time of the landing;
(c) the port of landing;
(d) the quantity (in kilograms of live weight) of each species to be landed (identified by its FAO 3-alpha code).

1.7. For tuna vessels, in accordance with ICCAT Recommendation No 18-09, the advance request for port entry referred to above shall be sent at least 72 hours before the estimated time of arrival at the port.

1.8. In response to the above notification, the Mauritanian Coast Guard shall, within the next 12 hours, notify its consent to the master of the vessel or the master's representative by return fax or email, with a copy to the Union Delegation.

1.9. Union vessels landing in a Mauritanian port shall be exempt from all taxes or charges having an equivalent effect other than port fees and charges which apply on the same terms to Mauritanian vessels.

1.10. The fishery products landed shall be under customs control arrangements in accordance with Mauritanian legislation. They shall therefore be exempt from all customs procedures and duties or charges having an equivalent effect when they enter the Mauritanian port or at the time of export, and shall be treated as 'temporarily admitted goods' ('temporary storage').

1.11. Vessel owners shall decide on the destination of their vessels' production. It may be processed, stored under customs control, sold in Mauritania or exported (in foreign currency).

1.2. Sales in Mauritania intended for the Mauritanian market shall be subject to the same charges and levies as Mauritanian fishery products.

1.13. Profits may be exported without additional charges (exemption from customs duties and charges having an equivalent effect).

2. Transhipment

2.1. Any pelagic freezer trawler with the capacity to tranship, as attested by the certificate of conformity referred to in paragraph 6.3 of Chapter II of this Annex, shall be under the obligation to tranship in dock or in the roads off a Mauritanian port, with the exception of the last trip.

2.2. In the context of economic development projects reflecting the objectives of Article 12 of the Protocol, the Mauritanian authorities may consider changes to the arrangements for landings and transhipment operations. The Parties shall discuss this issue within the Joint Committee.

2.3. Union vessels transhipping in a Mauritanian port shall be exempt from all taxes or charges having an equivalent effect other than port fees and charges which apply on the same terms to Mauritanian vessels.

2.4. The last trip (the trip preceding the vessel's departure from Mauritanian fishing zones for a period lasting not less than 3 months) shall not be subject to the transhipment obligation.

2.5. The master of a Union vessel shall notify the Mauritanian Coast Guard and the port authorities of the port in which they wish to tranship their catch, preferably via the ERS or, failing that, by email, with a copy to the Union Delegation, at least 24 hours (48 hours for tuna vessels[3]) before transhipment, specifying the following:

(a) the name of the fishing vessel which is to tranship and that of the carrier vessel;

(b) the planned date and time of the transhipment;

(c) the quantity (in kilograms of live weight) of each species to be transhipped (identified by its FAO 3-alpha code).

2.6. In response to the above notification the Mauritanian Coast Guard shall, within the next 12 hours, notify its consent to the master of the vessel or the master's representative by return fax or email, with a copy to the Union Delegation.

2.7. Mauritania reserves the right to refuse transhipment if the carrier vessel has carried out illegal, undeclared or unregulated fishing inside or outside Mauritanian fishing zones.

3. Derogations from the landing obligations

In the event of *force majeure*, such as technical difficulties or transit difficulties encountered at the border when transporting fresh fishery products by land, the operators concerned may, exceptionally, activate the following derogation procedure:

[3] see ICCAT 16/15.

- the operator shall immediately inform its national authorities, the European authorities (the Union Delegation in Nouakchott and DG MARE) and the Mauritanian Coast Guard of a blockage at the border;

- the European authorities shall ask the Mauritanian authorities to initiate the derogation procedure and send a list of the vessels concerned to the Mauritanian Coast Guard;

- once the derogation procedure has been initiated, the operators concerned may request authorisation from the Mauritanian Coast Guard to land their catches of fresh fishery products in a non-Mauritanian port;

- the Mauritanian Coast Guard shall, as soon as possible, appoint officers to check the vessel(s) concerned in the roads off a Mauritanian port or embark two inspectors to accompany the vessel to the port of landing;

- at the end of the landing operations, the inspectors shall be brought back to their original place of embarkation by the operator.

This procedure shall apply without prejudice to the other exemptions provided for in paragraph 1.

CHAPTER VI

CONTROL

1. Entering and leaving the Mauritanian fishing zone

1.1. Any entry into or departure from the Mauritanian fishing zone by a Union vessel holding a fishing authorisation must be notified to Mauritania at the latest 36 hours before entry or exit, with the exception of tuna seiners, pole-and-line tuna vessels and longliners, in respect of which this period is reduced to 6 hours.

1.2. When notifying its entry or exit, the vessel shall notify in particular:

(a) the vessel's name;

(b) the vessel's call sign;

(c) the estimated date (dd/mm/yyyy), time (UTC) and crossing point (deg/min/sec);

(d) the quantity of each species held on board, identified by its FAO 3-alpha code and expressed in kilograms of live weight or, if necessary, the number of individual fish;

(e) the product presentation.

1.3. Notification shall be given preferably via the ERS or, failing that, by email, fax or radio, to an email address, a telephone number or a frequency notified by Mauritania, as indicated in Appendix 10. Mauritania shall immediately confirm receipt of that notification.

1.4. If sent by email, the vessel's entry and exit information shall also be sent simultaneously to the Union's Delegation to Mauritania, at the email address indicated in Appendix 12.

1.5. Mauritania shall immediately inform the vessels concerned and the Union of any change to the email address, telephone number or transmission frequency.

1.6. Any vessel found to be fishing in the Mauritanian fishing zone without having previously notified its presence shall be liable to the penalties provided for by the Mauritanian legislation in force.

1.7. The entry and exit reports shall be kept for a period of at least 1 year following the date of notification.

1.8. During their presence in the Mauritanian fishing zone, Union vessels shall continuously monitor international call frequencies (VHF Channel 16 or HF 2 182 KHz).

1.9. Before leaving the fishing zone, vessels at the end of a fishing trip shall be subject to a check by the competent authorities, on the basis of sampling, in the roads off the ports of Nouadhibou or Nouakchott.

1.10. Those checks should not take more than 6 hours for pelagic vessels (categories 6 and 7) or more than 3 hours for other categories, unless there are exceptional circumstances.

1.11. Failure to comply with the above paragraphs shall result in imposition of the penalties provided for by Mauritanian law.

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

2. Provisions relating to inspections at sea and in port

2.1. Mauritania shall take the necessary measures to ensure that inspections carried out at sea and in port on board Union vessels under this Agreement:

(a) are performed by vessels and/or Mauritanian inspectors who are clearly authorised and identified as being assigned by Mauritania to fisheries control. Inspectors must be trained in fisheries control and must carry a service card issued by Mauritania, indicating their identity and qualification;

(b) under no circumstances compromise the safety of the vessel and crew.

2.2. For the purposes of an inspection at sea, inspectors may not board the Union vessel without prior notice being given by VHF radio or using the International Code of Signals. All means of transport used for the inspection must clearly and visibly display an official pennant or symbol indicating that they are engaged in fishery inspection on behalf of Mauritania.

2.3. The master of the Union vessel shall allow the inspectors to come on board and carry out their work. The master must cooperate with the fisheries inspectors.

2.4. The inspection shall be carried out by a number of inspectors appropriate to the circumstances of the inspection, who shall provide proof of their identity and qualification before carrying out the inspection.

2.5. Inspectors may examine all areas, equipment, fishing gear, catches, documents and records of transmissions that they consider to be necessary in order to verify compliance with this Agreement. They may also question the master, crew members

or any other person on board the vessel being inspected. They may make copies of any document considered to be relevant.

2.6. Inspectors may not interfere with the right of the master of the Union vessel to communicate with the owner and/or the authority of the flag state of the vessel.

2.7. The inspectors shall stay on board the Union vessel only for as long as is necessary to carry out the tasks linked to the inspection. In any event, the duration of an inspection must not exceed 3 hours for pelagic vessels and 1.5 hours for other categories, unless absolutely necessary.

2.8. The inspectors shall conduct the inspection in such a way as to minimise the impact on the vessel, its fishing activity and cargo, and on landing or transhipment operations.

2.9. Mauritania shall ensure that any complaint relating to the inspection of a Union vessel is handled fairly and thoroughly in accordance with national law.

2.10. Mauritania may allow the Union to participate in inspections at sea and in port as an observer.

2.11. At the end of each inspection, the inspectors shall draw up an inspection report containing the result of the inspection, any infringements detected and any subsequent measures to be taken by Mauritania.

2.12. The master of the Union vessel shall have the right to add comments to the inspection report.

2.13. The inspection report must be signed by the head of the inspection team who drew up the report and by the master of the Union vessel. The signature of the master merely serves to acknowledge receipt of a copy of the report. Should the master refuse to sign the inspection report, the master must write the reasons for refusal on the inspection report, along with the statement 'refused to sign'.

2.14. If the inspection report is written by hand, the handwriting must be legible and in indelible ink.

2.15. The inspectors shall provide the master of the Union vessel with a copy of the inspection report before leaving the vessel. Mauritania shall send a copy of the inspection report to the Union within 7 days (inspections at sea) or 48 hours (inspections in port) of the inspection, irrespective of the findings.

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

3.1. The Parties may decide to set up a mutual observation system for controls on land and at sea. To this end, they shall designate representatives, who shall attend control operations and inspections carried out by the respective national inspection authorities and may make observations on the implementation of this Protocol.

3.2. These representatives must possess:

— a professional qualification;

— appropriate experience in the field of fisheries; and

— thorough knowledge of the provisions of the Agreement and of this Protocol.

3.3. Inspections shall be carried out by the national inspection authorities and the representatives in attendance may not, on their own initiative, exercise the powers of inspection conferred on national officials.

3.4. When the representatives accompany national inspection officials, they shall have access to the vessels, premises and documents subject to inspection by those officials, in order to collect data (not containing named references) necessary for the accomplishment of their tasks.

3.5. The representatives shall accompany the national inspection authorities on their visits to the ports, on board vessels in dock, and to public auction houses, fish wholesalers' shops, cold stores and other premises for landing and storing fish before it is placed on the market.

3.6. The representatives shall draw up and submit a report every 4 months detailing the inspections attended. That report shall be addressed to the competent authorities. A copy shall be supplied by those authorities to the other Party.

3.7. The Parties may decide to carry out joint inspections.

3.8. The representative on joint control operations shall respect the plant and equipment on board the vessel, as well as any other installations, and the confidentiality of all documents to which access is provided. The Parties agree to maintain the highest standards of confidentiality during such operations.

3.9. This programme shall be implemented in Union ports of landing and in Mauritanian ports.

3.10. Each Party shall bear the costs of its representative on joint control operations, including travel and board.

4. Participatory surveillance in the fight against IUU fishing

4.1. In order to strengthen the fight against IUU fishing, masters of Union fishing vessels shall report the presence of any vessels in the Mauritanian fishing zone engaged in suspicious activities that may constitute IUU fishing, providing as much information as possible about what has been sighted. Sighting reports shall be sent without delay by electronic means to the authorities of the Islamic Republic of Mauritania (Mauritanian Coast Guard) and to the competent authority of the flag state of the sighting vessel, which shall forward them immediately to the Union or to the body designated by it.

4.2. Mauritania shall send the Union any sighting reports that it has regarding Union fishing vessels engaged in activities that may constitute IUU fishing in the Mauritanian fishing zone.

CHAPTER VII

INFRINGEMENTS

1. Inspection report and statement of infringement

1.1. Any allegation of an infringement by a Union vessel must be based on objective and material findings made by inspectors concerning the facts of that infringement. There can be no presumption of an infringement.

1.2. The inspection report must be signed by the master of the vessel, who may note any reservations and will immediately be provided with a copy of the report by the inspection team, in accordance with paragraph 2.15 of Chapter VI. Signature of the report shall not prejudice the rights of the master or any defence which the master may make against the alleged infringement.

1.3. The statement of infringement shall be drawn up faithfully on the basis of the infringements found and entered in the inspection report drawn up following the checks on the vessel by the head of the unit that carried out those checks. It must be accompanied by all material evidence objectively substantiating the alleged infringement.

1.4. The conformity of the vessel's characteristics ascertained during the technical inspection (Chapter II) shall be taken into account during such checks.

2. Notification of the infringement

2.1. In the event of an infringement, the Mauritanian Coast Guard shall serve the statement of infringement on the vessel's representative by post as soon as possible, along with the inspection report. The Mauritanian Coast Guard shall inform the Union thereof as soon as possible by electronic means and forward the relevant documents.

2.2. In the event of an infringement which cannot be brought to an end at sea, the master shall, at the request of the competent inspection authority, take the vessel to the designated port (re-routing). The Mauritanian Coast Guard shall inform the Union thereof without delay. In the event of an infringement acknowledged by the master which can be brought to an end at sea, the vessel shall continue fishing. In both cases, the vessel shall continue fishing once the infringement is brought to an end.

3. Resolution of an infringement without rerouting

3.1. In accordance with this Protocol, infringements may be settled either out of court or by legal proceedings.

3.2. Prior to the resolution of the infringement and at the latest 48 hours after the infringement has been notified, the Union shall receive from Mauritania all detailed information regarding the facts of the infringement and any follow-up action.

3.3. The Settlement Committee shall be convened by the Mauritanian Coast Guard. All information concerning out-of-court settlements or legal proceedings relating to infringements committed by Union vessels shall be sent to the Union as soon as possible. If necessary, and by derogation granted by the Chair of the Settlement Committee, the vessel owner may be represented in the committee by two persons. The vessel owner may put forward arguments and produce any additional information relating to the circumstances of the case.

3.4. The outcome of the Settlement Committee shall be notified as soon as possible by electronic means to the vessel owner or the owner's representative and to the Union, through the Delegation.

3.5. Any fine must be paid by transfer no later than 30 days after the settlement. Where a vessel intends to leave the Mauritanian fishing zone, it may do so only once the payment has become effective. A Public Treasury receipt or, failing that, on non-working days, a SWIFT bank transfer certified by the Central Bank of Mauritania, shall serve as proof of payment of the fine.

3.6. If the out-of-court settlement proceedings have not reached a successful conclusion, the Ministry shall refer the matter to the Public Prosecutor of the Islamic Republic of Mauritania as soon as possible. In the case of an injunction leading to a fine, the fine must be paid by transfer no later than 30 days after the injunction. A Public Treasury receipt or, failing that, on non-working days, a SWIFT bank transfer certified by the Central Bank of Mauritania, shall serve as proof of payment of the fine.

4. Resolution of an infringement with rerouting

4.1. A vessel that has been rerouted following identification of an infringement shall be kept in port until completion of the out-of-court settlement proceedings.

4.2. Before any legal proceedings, attempts shall be made to resolve the alleged infringement out of court under the conditions laid down in paragraphs 3.3 to 3.5. That procedure shall be completed no more than 3 working days after the start of rerouting.

4.3. Prior to the out-of-court settlement proceedings and no later than 48 hours after the start of rerouting, the Union shall receive from Mauritania all detailed information regarding the facts of the infringement and any follow-up action.

4.4. If the out-of-court settlement proceedings have not reached a successful conclusion, the Ministry shall refer the matter to the Public Prosecutor of Mauritania without delay. In the case of an injunction leading to a fine, the fine must be paid in accordance with paragraph 3.6.

4.5. In accordance with the legislation in force, the vessel owner shall lodge a bank security, set by the competent authority or the court with jurisdiction within 72 hours of the end of the out-of-court settlement proceedings, taking into account the costs incurred as a result of boarding and the fines and compensation payable by those responsible for the infringement. 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 competent Mauritanian authorities.

4.6. The vessel shall be released:

(a) once the obligations arising under the out-of-court settlement procedure have been fulfilled; or

(b) when the bank security referred to in paragraph 4.5 above has been lodged and accepted by the Ministry, pending completion of the legal proceedings. A Public Treasury receipt or, failing that, on non-working days, a SWIFT bank transfer certified by the Central Bank of Mauritania, shall serve as proof of payment of the security.

5. Exchanges of information on checks and infringements

The Parties undertake to strengthen the procedures necessary to ensure continuous dialogue on control activities, ongoing infringement cases, the results of out-of-court settlement proceedings and legal proceedings and any difficulties linked to the performance of checks and follow-up action relating to infringement cases.

CHAPTER VIII

SATELLITE MONITORING SYSTEM (VMS)

1. Vessel position messages – VMS

Without prejudice to the Union legislation applicable to European vessels in relation to VMS, Union vessels must be equipped with a satellite monitoring system (Vessel Monitoring System – VMS) applicable in Mauritania when in the Mauritanian fishing zone. That system must ensure automatic and continuous communication of their position, at all times, to the monitoring centre of the Mauritanian Coast Guard (GCM).

2. Procedures for transmissions to the Mauritanian Coast Guard

2.1. Each position message must contain the following information:

(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 a confidence interval of 99%;

(c) the date and time the position is recorded;

(d) the speed and the course of the vessel.

2.2. The monitoring system must comply with the specifications set out in Appendix 7.

2.3. Mauritania's FMC shall ensure automatic processing of position messages.

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

3.1. The master shall ensure, at all times, that the VMS of the vessel is fully operational and that the position messages are correctly transmitted to FMCs of Mauritania and the flag state.

3.2. Where the continuous satellite monitoring equipment installed on board a fishing vessel develops a technical fault or breaks down, the master of the vessel shall inform Mauritania without delay of any malfunctioning of the transmission and reception of position messages, with a view to finding a technical solution as soon as possible. The master shall transmit the information specified in paragraph 2.1 to the GCM, the master's respondent on land and the FMC of the flag state by email, radio or fax every 4 hours.

3.3. In the event of a breakdown or malfunction of the on-board VMS, the master and/or owner shall ensure the VMS is repaired or replaced within a maximum of 5 days. Where this deadline is not met, the vessel in question must return to a Mauritanian port. If the vessel puts in at a Mauritanian port within that 5-day period, it may resume fishing activity in the Mauritanian fishing zone only once its VMS is in perfect working order.

3.4. The master of the vessel shall be deemed responsible if a vessel's VMS is found to have been tampered with in order to disrupt its operation or falsify its position messages. Any infringement shall be subject to the penalties provided for by Mauritanian law.

3.5. Following a technical failure in its VMS, a fishing vessel may leave port only if it receives authorisation from Mauritania in response to a request by the flag state communicated via the Union Delegation.

4. Vessel position through polling

The VMS terminal must, at all times, be able to respond to a polling request from the Mauritanian FMC (polling department). At each request, the VMS terminal must be able to provide the current position data of the fishing vessel in real time. The aim is to obtain real-time positions in addition to the statutory positions (one position per hour).

CHAPTER IX

SIGNING-ON OF MAURITANIAN SEAFARERS

1. When fishing in the Mauritanian fishing zone, each Union fishing vessel shall sign on qualified seafarers selected by the vessel's agent, in agreement with the vessel owner, from the names on the list updated by the competent authorities of the Islamic Republic of Mauritania and drawn up on the basis of the criteria set out in Appendix 11. The number of seafarers to be signed on is specified in paragraph 1 of Appendix 11.

2. The competent authorities of the Islamic Republic of Mauritania shall, each month, provide vessel owners or their agents with a list of the qualified seafarers designated by the competent Mauritanian authorities. If the vessel owner, with the competent Mauritanian authorities acting as intermediary, finds no qualified seafarers available on the list, the vessel owner shall, in accordance with the guidelines laid down, be released from this obligation and the related obligations laid down in this Chapter, including payment of the flat-rate compensation provided for in paragraph 11.

3. Where possible, vessel owners shall sign on trainees instead of meeting the above obligation to sign on Mauritanian seafarers. Qualified trainees may be selected by the Union vessel's agent, in agreement with the vessel owner, from the names on the list submitted by the competent Mauritanian authorities.

4. The vessel's owner or agent shall inform the competent Mauritanian authorities of the names and details of the Mauritanian seafarers to be signed on to the Union vessel concerned, stating their position in the crew list for each voyage in accordance with Appendix 11.

5. The International Labour Organization (ILO) Declaration on Fundamental Principles and Rights at Work and other relevant ILO Conventions shall apply as of right to Mauritanian seafarers signed on by Union vessels. This concerns, in particular, freedom of association and effective recognition of the right to collective bargaining, elimination of discrimination in respect of employment and occupation, and working and living conditions on-board fishing vessels.

6. When signing on Mauritanian seafarers, employment contracts shall be drawn up between the vessel owners' agent and the seafarers in consultation with the competent Mauritanian authorities. Such contracts shall guarantee Mauritanian seafarers the social security cover due to them under the law applicable to their contract, including sickness and accident insurance, pension benefits, holiday pay and end-of-contract compensation, as well as the basic wage to be paid pursuant to the provisions of this Chapter. Employment contracts shall meet the requirements laid down in Appendix 11. The signatories and the competent Mauritanian authorities shall be given a copy of the contract, in accordance with Appendix 11.

7. Where Mauritanian seafarers are signed on, their wages shall be paid by the vessel owners. The basic wage conditions, i.e. the minimum wage before the addition of bonuses, granted to Mauritanian seafarers shall be set either on the basis of Mauritanian legislation or on the basis of the ILO minimum standard for seafarers, whichever is the highest. The other benefits shall not be lower than those applicable to seafarers from other African Caribbean and Pacific (ACP) countries performing similar duties.

8. The agent shall be regarded as the vessel owner's local representative.

9. Where applicable, the costs of taking Mauritanian seafarers aboard and putting them ashore and of repatriating them between the port of boarding or landing and their usual place of residence shall be borne by the vessel owner.

10. All Mauritanian seafarers employed on board Union vessels must report to the master of the designated vessel on the day before the proposed embarkation date. If a Mauritanian seafarer fails to report for embarkation at the agreed time and date, vessel owners shall automatically be released from their obligation to board the seafarer.

11. Where the number of qualified Mauritanian seafarers on board a Union vessel does not reach the minimum specified in paragraph 1 for reasons other than those referred to in paragraph 10, the vessel owner shall pay flat-rate compensation of EUR 20 per seafarer not embarked per day of fishing activities in the Mauritanian fishing zone. The flat-rate amount shall be paid to the Mauritanian authorities within 90 days of the end of the period of validity of the fishing authorisation.

12. In the event of difficulty implementing the provisions of this chapter, the Parties shall consult each other, including within the Joint Committee, in order to share all relevant information concerning implementation and in order to identify the most appropriate solutions to address those difficulties.

CHAPTER X

SCIENTIFIC OBSERVERS

1. A system for scientific observation on board Union vessels shall be established. For tuna vessels, that system shall be in line with the relevant recommendations adopted by ICCAT.

2. Union vessels authorised to fish in the Mauritanian fishing zone under this Protocol shall take on board observers appointed as 'scientific observers' by the Mauritanian authorities. The results of the work carried out by those observers may be used for scientific purposes only.

3. The Parties undertake to take on board observers in the numbers and at the intervals laid down in the datasheets in Appendix 2. The vessels that must take on board Mauritanian scientific observers shall be mutually agreed by the Parties, with the exception of tuna vessels [seiners], which shall board observers at the request of the Ministry. There shall be only one scientific observer at a time per vessel.

4. With the exception of category 6 (small pelagic species), the period spent on board a vessel by a scientific observer shall be no longer than the length of a fishing trip. However, at the express request of one of the Parties, this embarkation may be spread over several trips, depending on the average duration of the trips planned for a particular vessel.

5. The Ministry shall inform the Union via the Delegation of the names of the designated scientific observers, provided with the requisite documents, at least 7 working days before the scheduled date of their embarkation.

6. All costs arising from the activities of scientific observers, including their salary, emoluments and allowances, shall be borne by the Ministry.

7. The Ministry shall make all necessary arrangements for the embarkation and landing of the scientific observer.

8. Scientific observers shall enjoy the same treatment on board as the vessel's officers.

9. Scientific observers shall be offered every facility needed to carry out their duties. The master shall give them access to the means of communication needed for the discharge of their duties, to documents directly concerned with the vessel's fishing activities, i.e. the fishing log, the supplementary fishing log and the navigation log, and to those parts of the vessel necessary to facilitate the exercise of their tasks as observer.

10. Scientific observers must report to the master of the designated vessel the day before the selected date of embarkation. Should the scientific observer not appear, the master of the vessel shall inform the Ministry and the Union. In this case, the vessel is entitled to leave port. However, the Ministry may subsequently, without delay and at its own expense, arrange the boarding of a new scientific observer, without disrupting fishing by the vessel.

11. Scientific observers must have:

    (a) a mission order drawn up by the scientific institution,

    (b) appropriate experience in the field of fisheries, and

    (c) a thorough knowledge of the scientific observation protocol approved by the JSC and the provisions of this Protocol regarding scientific observation.

12. Scientific observers shall, for scientific purposes, ensure the collection of data on the fishing activities of Union vessels operating in the Mauritanian

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

(a) observe the fishing activities of the vessels,

(b) check the position of vessels engaged in fishing operations,

(c) perform biological sampling in the context of scientific programmes,

(d) record particulars of the fishing gear and the mesh sizes of the nets used.

13. Observation shall be confined to fishing activities and related activities governed by this Protocol.

14. In accordance with paragraph 3, the Parties agree that, as far as possible, observers shall be taken on board for the entire trip (embarkation at the beginning and disembarkation at the end), so as to be able to use data covering complete fishing trips for weightings and so as to avoid interruptions that could disrupt the dynamics of commercial fishing activities.

15. The Parties also agree to plan observations so that they cover the yearly fishing cycle (January to December).

16. In order to optimise efforts and avoid overlaps, or even duplications, in terms of time and space, the Parties shall ensure coordination between national (SFPAs), regional and European observation programmes. To this end, they shall implement a joint rotation system for these programmes (one observer per vessel per trip).

17. Observers should be replaced between trips so that they do not work for excessively long periods of time.

18. The working methods, the aspects to be considered by the scientific observer and the tasks to be performed by the observer are described in the Manuals for the use of scientific observers on board vessels in West African waters, for the following four types of fishing: shrimp, hake, cephalopod and pelagic fishing.

19. At the end of the observation period and before leaving the vessel, the scientific observer shall draw up a report in accordance with the model in Appendix 11 to this Annex. The scientific observer shall sign it in the presence of the master, who may add or cause to be added to it any observations considered relevant, followed by the master's signature. A copy of the report shall be given to the master of the vessel when the scientific observer is put ashore, as well as to the Ministry and the European Union.

CHAPTER XI

DETAILS OF IMPLEMENTATION OF EXPLORATORY FISHING

1. The Parties shall decide jointly on (i) which European operators may practise exploratory fishing, (ii) the most favourable period for such fishing, and (iii) the conditions applicable. To facilitate exploratory work by vessels, the Ministry shall forward any available scientific data and other basic data. The

Parties shall agree on the scientific protocol to be used as a basis for such exploratory fishing, which shall be forwarded to the operators concerned.

2. The Mauritanian fishing sector shall be closely involved (coordination and dialogue on the conditions for implementing exploratory fishing).

3. The duration of the voyages shall be a minimum of 3 months and maximum of 6 months, unless otherwise agreed by the Parties.

4. The Union shall notify Mauritania of requests for licences for exploratory fishing. It shall provide a technical dossier specifying:

   (a) the technical characteristics of the vessel;

   (b) the level of expertise of the vessel's officers with respect to the fishery concerned;

   (c) the proposed technical parameters of the voyage (duration, gear, exploration areas, etc.);

   (d) the means of funding.

5. If necessary, Mauritania shall organise a dialogue regarding the technical and financial aspects with the Union, and possibly with the vessel owners concerned.

6. Before the start of the exploratory fishing voyage, the Union vessel shall report to a Mauritanian port for inspections as provided for in paragraph 6 of Chapter II of this Annex.

7. Before the start of the voyage, the vessel owners shall provide Mauritania and the Union with:

   (a) a declaration of the catches already on board,

   (b) the technical characteristics of the fishing gear to be used during the voyage,

   (c) an assurance that they will comply with Mauritanian fisheries legislation.

8. During the voyage, the vessel owners concerned shall:

   (a) send to the Ministry and to the Union a weekly report on the catches made per day and per haul, specifying the technical parameters of the voyage (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 Mauritanian nationality or chosen by the Mauritanian authorities is on board. The role of the observer shall be to gather scientific information from the catches, and to take samples of the catches. Observers shall be treated in the same way as the vessel's officers, and the vessel owner shall cover their living costs during their stay on board the vessel. The decision on the time spent on board by the observer, the length of stay and the port of embarkation and disembarkation shall be taken in agreement with the Mauritanian

authorities. Unless the Parties decide otherwise, the vessel shall never be obliged to put into port more than once every 2 months;

(d) submit their vessel to an inspection before leaving the Mauritanian fishing zone if requested to do so by the Mauritanian authorities;

(e) comply with the Mauritanian fisheries legislation.

9. The catches, including by-catches, made during the scientific voyage shall remain the property of the vessel owner, provided they comply with the provisions made to this end by the Joint Committee and the provisions of the scientific protocol.

10. The Ministry shall appoint a contact person responsible for addressing any unforeseen problems that might hinder the development of exploratory fishing.

Appendices

(1) Limits of the Mauritanian fishing zone

(2) Datasheets

(3) Fishing licence application form

(4) List of information regarding the Fishing Logbook of the Islamic Republic of Mauritania

(5) Legislation in force on minimum sizes of catches kept on board

(6) List of conversion factors

(7) Communication of VMS messages to Mauritania

(8) Protocol for the management of the ERS

(9) Report of the scientific observer

(10) Contact details for the competent Union and Mauritanian authorities

(11) Signing-on of Mauritanian seafarers

ANNEX 2

Implementation of financial support to promote responsible and sustainable fishing

Objective

1. The objective of the sectoral support component of the Sustainable Fisheries Partnership Agreement (SFPA) and Protocol between the European Union (EU) and Mauritania shall be to help implement Mauritania's sectoral fisheries policy.

2. This component shall be in addition to the national budget allocated to the Mauritanian Ministry of Fisheries and the Maritime Economy (MPEM) to implement its fisheries development policy.

3. The principle of conditionality reflected in the Protocol shall apply, i.e. sectoral support payments shall be made in annual instalments, depending on the progress made and the results achieved.

4. The programmes implemented under the sectoral support component shall be given the necessary publicity and visibility, thus strengthening the partnership between Mauritania and the EU.

5. The sectoral support component shall contribute to advancing Mauritania's commitment to the sustainable management of resources, the protection of marine and coastal areas, transparency of fishing activities, the improvement of food and nutrition security among the population, and the creation of added value and jobs in Mauritania.

6. More specifically, the sectoral support component shall encourage responsible fishing in waters under Mauritanian jurisdiction, in order to ensure the protection and sustainable exploitation of fishery resources, thereby strengthening the contribution of the fisheries sector to food security, job creation and economic development.

Transparency and traceability of funds in relation to sectoral support

7. The amount of the financial contribution associated with sectoral support transferred by the EU to Mauritania shall be set each year in its Finance Law.

8. Those funds shall be allocated to the MPEM and shall be clearly separated from the compensation payable for access to the fishing zone.

9. Sectoral support funds shall be transferred to a Mauritanian Public Treasury account in accordance with Article 8(12).

10. The EU shall notify Mauritania of the transfer of the instalment of sectoral support when the relevant bank transaction is executed.

11. Mauritania shall inform the EU of the allocation of the instalment of sectoral support into the special-purpose account referred to in Article 8(12) of the Protocol.

Annual and multiannual programming

12. The MPEM shall prepare a detailed proposal for a multiannual sectoral programme for the use of sectoral support funds for the duration of the Protocol, which will help Mauritania to implement part of its national fisheries development policy.

13. The proposed multiannual sectoral programme shall focus on a number of actions and associated projects which are in line with the national priorities and take account of Mauritania's management, implementing and communication capacity in relation to sectoral support funds.

14. The proposed multiannual sectoral programme shall identify, for the duration of the Protocol, (i) the objectives pursued on an annual and multiannual basis, (ii) the baseline situation at the beginning of the implementation period, (iii) the activities envisaged, (iv) their costs, (v) the institution/body/department responsible for their implementation, (vi) the expected results, (vii) the relevant indicators for measuring those results, (viii) the verification sources, and (ix) an indicative implementation timetable with budget breakdown (annual and multiannual).

15. In accordance with Article 8 of the Protocol, the financial support for the promotion of responsible and sustainable fishing comprises the following eight areas of action:

Area 1: Conservation of the marine and coastal environment

Area 2: Strengthening the monitoring, control and surveillance of fisheries activities

Area 3: Strengthening scientific research

Area 4: Strengthening the sector's information system

Area 5: Hygiene and quality of fishery products

Area 6: Infrastructures to promote human consumption of fishery products

Area 7: Support for artisanal fisheries and coastal communities

Area 8: Technical assistance

16. The proposed multiannual sectoral programme shall be examined by the Joint Committee (JC).

17. For each subsequent year, Mauritania shall submit an annual work programme to the EU no later than 30 days before the JC meeting. Should it be necessary to update the multiannual sectoral programme, paragraph 49 shall apply.

Implementing terms and conditions

18. Mauritania shall continuously monitor the implementation of the multiannual sectoral programme. Mauritania shall be responsible for implementing the multiannual sectoral programme adopted by the JC. Once sectoral support funds have been transferred, they shall be used in accordance with the rules and procedures for the management of the public finances of Mauritania, and the Government of Mauritania shall be responsible for managing the resources transferred.

19. In accordance with Article 8(8) of the Protocol, sectoral support shall be implemented with the support of a coordination unit, with responsibility for monitoring implementation of the JC's decisions.

20. The coordination unit shall be appointed by the Minister responsible for fisheries.

21. Sectoral support funds are intended for specific, jointly identified actions and projects. They may not be used to cover the operating expenses of the Ministry or other beneficiaries, with the exception of the allocation intended for specific approved measures for the benefit of the coordination unit referred to in paragraph 20.

22. The coordination unit referred to in paragraph 20 may receive an allocation specifically intended for the measures referred to in Article 8(8) of the Protocol, the annual amount of which must be determined in the JC.

23. The coordination unit shall provide support for the implementation of sectoral support and ensure that actions are implemented in accordance with the rules and procedures for the management of the public finances of Mauritania. It shall regularly inform the Joint Committee thereof.

24. The coordination unit shall be involved in identifying projects and actions eligible for funding with sectoral support and beneficiary organisations. It shall work with them to prepare the multiannual programme for sectoral support referred to in paragraph 14 and submit it to the JC for approval.

25. The coordination unit shall organise implementation in collaboration with the beneficiaries, whatever their supervisory authority, monitor the implementation of the approved actions and projects and report on them to the Joint Committee.

26. Once implementation of a project is under way, any changes to the actions being funded, the guidelines, the objectives, the criteria or the evaluation indicators must be approved by both Parties within the JC. Such approval is an essential condition for the transfer, by the EU, of the instalment following the amendment.

27. Meetings to monitor the implementation of sectoral support shall be held between the coordination unit, the Secretary-General of the MPEM and the designated representative of the EU Delegation to Mauritania. They shall take place at least quarterly. Minutes of those meetings shall be taken by the coordination unit, approved by those present at the meeting and forwarded to the JC for approval.

28. The designated representative of the EU Delegation to Mauritania shall regularly carry out field missions, together with the competent national

authorities, to assess progress made in implementing the multiannual sectoral programme. During those missions, the representative shall have access to all relevant documents necessary to verify the progress of the activities, in particular those identified as verification sources.

Reports and feedback workshop

29. An annual progress report on the implementation of the multiannual sectoral programme shall be drawn up by Mauritania and submitted to the EU no later than 30 days before the annual JC meeting.

30. The annual progress report shall include all the necessary information to enable the JC to take informed decisions on subsequent disbursements of EU sectoral support funds.

31. In this respect, the annual progress report shall specify the actions implemented and the progress made with regard to the indicators selected in relation to the agreed objectives (achieved, partially achieved or not achieved). The difficulties encountered in achieving the objectives and the corrective measures taken should be described.

32. The verification sources listed in the multiannual sectoral programme shall be attached to the annual report where possible and relevant.

33. The annual progress report shall also give details of the level of financial uptake of sectoral support. In this respect, the budget implementation data processed by the Ministry of Finance with regard to the use of sectoral support funds shall be made available.

34. Furthermore, the coordination unit shall work with the beneficiary organisations to prepare and submit a final report to the JC for each of the actions and projects that have been completed with sectoral support. The final report shall include, in particular, an indication of the economic and social impact achieved or expected, and the effects on fishery resources, jobs and investment. The template for this report is provided at the end of this Annex.

35. The reports referred to in paragraphs 30 and 34 shall be adopted by both Parties at the JC meeting following the implementing period of the annual activities or the project in question, respectively.

36. Before the expiry of this Protocol, Mauritania shall also submit a final report on the implementation of the sectoral support provided for under this Protocol, including the information referred to in the above paragraphs and the final programming document for the sectoral support completed and finalised.

37. If necessary, the Parties shall continue to monitor the implementation of the sectoral support beyond the expiry of this Protocol or, as the case may be, in the event of its suspension in accordance with Article 14 of this Protocol. However, any amounts not paid by the Union before the expiry of the Protocol shall be made available for a period of 6 months following the expiry of the Protocol to enable full use of the funds, failing which any unused funds shall be cancelled.

38. Beneficiaries of support shall be invited by the Parties, at least once a year, to participate in a workshop presenting and scheduling the actions financed by means of sectoral support.

39. If necessary, and following a decision by the JC, independent consultants may be recruited directly by the EU with a specific mandate to carry out external monitoring and evaluation of the results of the multiannual sectoral programme. The terms of reference of that mandate shall be drawn up by the EU and approved by the JC.

Disbursement criteria

40. The first instalment of the sectoral support funds provided for in the Protocol shall be paid in full no later than 2 months after the JC's decision adopting the multiannual sectoral programme, as referred to in Article 8(11)(a).

41. The EU reserves the right to revise and/or suspend the disbursement of sectoral support funds, in whole or in part, if the annual evaluation by the JC finds that the results achieved deviate significantly from the programme or in the event of failure to comply with the arrangements for the implementation of sectoral support laid down by the JC.

42. For subsequent years, sectoral support funds shall be paid in annual instalments, depending on the level of financial uptake and progress towards the annual objectives agreed in the multiannual sectoral programme for the previous year.

43. A financial uptake of 75% in terms of commitments of sectoral support funds in the first instalment shall lead to the payment of 75% of the sectoral support in relation to the second instalment, provided that there is clear progress towards achieving the annual objectives and expected results as set out in the annual and multiannual programmes. However, the second instalment shall be paid in full only if the payment level is at least equal to 60% of the amount specified in the programme for the first year.

44. If, at the end of the first year of implementation, the financial uptake is less than 75% in terms of commitments, payment of the second instalment of sectoral support shall be suspended until commitments of funds allocated in the first instalment have reached 75%. Mauritania shall have a 6-month extension to reach that level of commitments.

45. If, after the 6-month extension, commitments are still lower than 75%, payment for the second year shall nevertheless be made. However, the underutilised amount of sectoral support for the first year shall be deducted from the overall allocation of support referred to in Article 8.

46. Transfer of subsequent instalments of sectoral support by the EU shall be conditional upon approval of the reports referred to in paragraphs 30, 35 and 36 by the JC and the holding of the workshop referred to in paragraph 39.

47. For subsequent years of implementation of the multiannual sectoral programme, the same rules shall apply (paragraphs 43 to 46). The threshold for the level of financial commitments required to trigger full payment in subsequent years shall be 75% of the sectoral support funds accumulated

over the years of implementation of the Protocol. Otherwise, paragraph 46 shall apply and the underutilised amount shall be deducted.

Revision

48. Once the multiannual sectoral programme has been approved by the first JC, changes can be considered only where they are duly justified. Amendments shall be adopted by the Parties at the JC meeting, or by the other means indicated in paragraph 50.

49. A proposal to amend the objectives, actions, timetable, financing, indicators, annual objectives and verification sources under the multiannual sectoral programme must be submitted in writing at least 2 months before the JC meeting for approval by the Parties.

50. However, in urgent cases, Mauritania may request discussions regarding the possibility of amending the sectoral programme originally adopted. The EU shall reply to that request within 30 days of the date of receipt of the duly justified letter requesting the amendment. Following the discussions that take place on the basis of that request, the Parties shall decide whether it is necessary to convene an extraordinary meeting of the JC or whether it is appropriate to deal with the request by correspondence or by videoconference. If the latter procedure is chosen, the agreed amendments shall be officially noted at the next JC meeting.

Visibility of activities

51. Unless otherwise agreed, Mauritania shall ensure that each activity implemented under the sectoral support component of the SFPA is subject to appropriate communication and visibility measures that allow the benefits of the Agreement to be highlighted. Mauritania shall be responsible for defining those measures, with the EU's agreement.

52. The visibility of projects and activities under the sectoral support component may be ensured by, for example:

– public notices on the projects and activities to be carried out,

– television and radio reports and press releases giving updates on the projects and activities,

– publication of reports and completed studies,

– use of EU publicity hoardings,

– attendance by staff of the EU Delegation to Mauritania at openings, conferences and other events,

– attendance by the EU ambassador at official inauguration ceremonies,

– joint missions by representatives of Mauritania and the EU regarding the implementation of projects and activities on the ground.

53. Projects and activities shall be included in the MPEM's activity report.

54. Mauritania and the EU shall jointly ensure the visibility of actions financed by sectoral support under the previous protocols – in particular the 2015–2021 protocol – and under this Protocol, if necessary with operational support from the coordination unit.

TEMPLATE

ANNUAL PROGRESS REPORT – Progress made on projects

I. Projects commenced with sectoral support in the course of the year

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

Project 1

Project description

Progress made with the project to date

Reminder of previous disbursements made under the project and of the instalment of sectoral support earmarked for the project

Reminder/update on expected economic impact

Project 2

Project description

Progress made with the project to date

Reminder of previous disbursements made under the project and of the instalment of sectoral support earmarked for the project

Reminder/update on expected economic impact

Project N

Project description

Progress made with the project to date

Reminder of previous disbursements made under the project and of the instalment of sectoral support earmarked for the project

Reminder/update on expected economic impact

II. Summary of projects commenced during year N

The summary table below shows to what extent the monitoring indicators set for the current year have been met, along with the financial flows for the projects, in the following format:

Project	**Total amount earmarked for the project (EUR)**	**Amounts committed in year N (MRU)**	**Amounts paid during the year (MRU)**	**Monitoring indicator for the duration of the project**	**Indicator target for year N**	**Percentage achievement during year N**
Project 1						
Project 2						
Project N						
Total						

III. Presentation of projects for year N+1

The table below shows the actions to be implemented during the following year (year N + 1):

Project	**Total amount earmarked for the project (EUR)**	**Actions to be started in year N+1**	**Amounts to be committed in year N+1**	**Amounts already allocated to the project up to year N**	**Monitoring indicator**	**Reminder of percentage achievement of the indicator during year N-1**	**Indicator target for year N+1**
Project 1							
Project 2							
Project N							
Total							

ANNEX 3

MONITORING OF FISHING EFFORT IN THE MAURITANIAN EEZ

TEMPLATE

ANNUAL REPORT[4] ON FISHING ACTIVITIES IN THE EEZ OF THE ISLAMIC REPUBLIC OF MAURITANIA

[DATE OF THE REPORT]

1. INTRODUCTION

This report has been drawn up in accordance with Article 4 of the Protocol, in order to ensure regular monitoring of fishing effort in the Mauritanian fishing zone and to verify changes in the surplus, within the meaning of Article 62 of the United Nations Convention on the Law of the Sea, after taking into account the operating capacity of the Mauritanian national fleets.

2. PERIOD

This report covers the following annual period: 1 January 202x to 31 December 202y.

3. VESSELS OPERATING IN THE EEZ DURING THAT PERIOD

The number of fishing vessels granted fishing licences to operate in the Mauritanian EEZ during the reference period is shown in the following table:

TABLE 1 – Allocation of licences by type of fishing and by regime

TYPE OF FISHING (1)	**NATIONAL REGIME (2)**		**INTERNATIONAL REGIME (3)**
	number of Mauritanian-flagged vessels	**number of foreign-flagged vessels**	
Artisanal fishing	**A**	**E**	**i**
Coastal fishing	**B**	**F**	**j**
Deep-sea fishing	**C**	**G**	**k**
Totals	**d =a+b+c**	**h =e+f+g**	**l =i+j+k**
Subtotal of Mauritanian-flagged vessels	**D**		
Subtotal of foreign-flagged vessels		**m=h+l**	

[4] See Article 4(6) of the Protocol.

Total number of vessels operating in the EEZ	**n=d+m**

(1) Ref. Article 13 of Decree No 2015-159 implementing Law No 017-2015 on the fisheries code, or any texts replacing it.

(2) Ref. Article 26 of Decree No 2015-159 implementing Law No 017-2015 on the fisheries code, or any texts replacing it.

(3) Ref. Article 27 of Decree No 2015-159 implementing Law No 017-2015 on the fisheries code, or any texts replacing it.

4. TOTAL ALLOWABLE CATCHES

Pursuant to Article 4(2) of the Protocol, the total allowable catches, determined in accordance with Mauritanian Law[5], are set out in the following tables:

TABLE 2 – Allocation of TACs (overall and by regime) by type of fishing, resource category and type of licence.

Type of fishing	**Resource category**	**Type of licence**	**Form in which rights are held**	**Total allowable catch (TAC)**	**Allocation of TACs**	
				Total (t)	**national regime (t)**	**international regime (t)**
Artisanal fishing	**A1. Cephalopods**	**Artisanal cephalopod**	**Collective quotas**			
	A2. Crustaceans	**Artisanal crustacean fishing**	**Collective quotas**			
	A3. Groundfish (demersal species)	**Artisanal demersal fishing**	**Collective quotas**			
	A4. Pelagic species	**Artisanal pelagic fishing**	**Collective quotas**			
Coastal fishing	**C1. Cephalopods**	**Coastal cephalopod fishing**	**Individual quota**			
	C2. Crustaceans	**Coastal crustacean fishing**	**Individual quota**			
	C3. Groundfish (demersal species)	**Coastal demersal fishing**	**Individual quota**			
	C4. Pelagic species	**Coastal fishing, pelagic segment 1:**	**Individual quota**			

5 Ref. Article 12 et seq. of Law No 017-2015 of 29 July 2015 on the fisheries code.

		seiners of less than 26 m				
		Coastal fishing, pelagic segment 2: seiners of 26 to 40 m				
		Coastal fishing, pelagic segment 3: seiners and pelagic trawlers of 40 to 60 m				
Deep-sea fishing	**H1. Pelagic species**	**Deep-sea pelagic**	**Individual quota**			
	H2. Tuna	**Deep-sea tuna fishing**	**Individual quota**			
	H3. Cephalopods	**Deep-sea cephalopod fishing**	**Individual quota**			
	H4. Shrimp	**Deep-sea shrimp fishing**	**Individual quota**			
	H5. Hake	**Deep-sea hake fishing**	**Individual quota**			
	H6. Demersal fish other than hake	**Deep-sea demersal fishing**	**Individual quota**			
	H7. Pink spiny lobster	**Deep-sea fishing for pink spiny lobster**	**Individual quota**			
	H8. Red crab	**Deep-sea fishing for red crab**	**Individual quota**			
	H9. Other molluscs	**Deep-sea fishing for other molluscs**	**Collective quotas and number of authorised units**			
TOTALS						

TABLE 3 – Allocation of TACs by type of fishing and resource category

Resource category	(sub)category	Artisanal fishing	Coastal fishing	Deep-sea fishing	Total TACs by category
Cephalopods					
Crustaceans	Shrimp				
	Pink spiny lobster				

	Red crab				
Demersal fish	Hake				
	Demersal fish other than hake				
Tunas					
Pelagic fish					
Algae and other molluscs					

5. FISHING AUTHORISATIONS ISSUED FOR VESSELS OPERATING IN THE MAURITANIAN EEZ UNDER THE NATIONAL REGIME

This part of the report contains detailed data on vessels operating under the national regime within the meaning of Article 26 of Decree No 2015-159 implementing Law No 017-2015 on the fisheries code, or any texts replacing it.

The information is set out, for each fishing category[6] concerned, with reference to the data contained in Tables 1, 2 and 3. For each category, that information relates to:

(a) the legal framework for the exploitation of resources in the category concerned;

(b) the fishing authorisations granted to vessels under the national regime: number, periods covered (annual/2-month/3-month licences), number of licences allocated for each period, flags concerned;

(c) a copy of the licence template used for each category;

(d) the types of gear authorised;

(e) the total allowable catches (TACs): number and volume of individual TACs, annual total of individual TACs allocated;

(f) the management measures adopted and implemented by Mauritania;

(g) the technical arrangements (conservation, development, management);

(h) the financial arrangements (cost of obtaining the fishing licence, fees and other rights) for granting these vessels access to the Mauritanian fishing zone;

(i) the required reporting, monitoring, control and surveillance measures;

6. FISHERIES AGREEMENTS OR CONVENTIONS UNDER WHICH FOREIGN VESSELS ARE GRANTED ACCESS TO THE MAURITANIAN EEZ

This part of the report contains detailed data on vessels operating under the international regime within the meaning of Article 27 of Decree No 2015-159 implementing Law No 017-2015 on the fisheries code, or any texts replacing it.

6 'Category' as referred to in Mauritanian law – ref. footnote to Table 1.

In accordance with Article 4(5) of the Protocol, agreements (either public or private) concluded by the Islamic Republic of Mauritania to allow foreign vessels access to its EEZ in the period [1 January 202X to 31 December 202Y] are published on the website of the Ministry of Fisheries and Fishery Resources at the following link: [*insert link and date updated*]

The information is set out, for each fishing category concerned, with reference to the data contained in Tables 1, 2 and 3.
The agreements/conventions are as follows:
[list all agreements concluded / in force, providing the following information for each agreement or convention:]

(a) the title of the agreement or convention and the countries or other entities that are parties to the agreement;

(b) the period(s) covered by the agreement;

(c) the number of vessels and the types of gear authorised, broken down by type of fishing (artisanal fishing, coastal fishing, deep-sea fishing) and the frequency of issue of the licences;

(d) the species or stocks authorised for fishing, including any catch limit applicable;

(e) the required reporting, monitoring, control and surveillance measures;

(f) the technical and financial arrangements;

(g) a copy of the written agreement;

(h) a copy of the licence template used for each category.

7. CATCHES MADE IN THE EEZ

This part of the report contains detailed data on the catches made by all vessels operating in the Mauritanian EEZ (under both regimes).

The information is set out in the following tables, with reference to the fishing categories established by the Protocol. Additional tables may be added for fishing categories not covered by the Protocol.

This information may be sent to the Joint Scientific Committee in accordance with Article 4(6) of the Protocol.

Category 1 – Crustaceans

General information on fishing intensity									
	National regime			International regime			TOTALS		
	number of vessels	total capacity (GT)	total capacity (kW)	number of vessels	total capacity (GT)	total capacity (kW)	number of vessels	total capacity (GT)	total capacity (kW)
artisanal fishing									
coastal fishing									
deep-sea fishing									
TOTALS									

Effort (in fishing days [fd]) by the EU fleets and any other fleets engaging in a fishing metier provided for in category 1					
	National regime	International regime			TOTALS
	number of days	number of days (EU)	number of days (others)	number of days (total for foreign vessels)	
artisanal fishing					
coastal fishing					
deep-sea fishing					
TOTALS					

Catches (in tonnes) by the EU fleets and any other fleets engaging in a fishing metier provided for in category 1					
	National regime	International regime			TOTALS
	tonnes	tonnes (EU)	tonnes (others)	tonnes (total for foreign vessels)	
SPECIES					
Parapenaeus longirostris					
Penaeus spp.					
Aristeus varidens					
Chaceon maritae					
Other crustaceans					
Other					
TOTAL					

Catch per unit of effort (CPUE – in kg per fishing day) calculated for the EU fleets and any other fleets engaging in a fishing metier provided for in category 1					
	National regime	International regime			CPUE
	CPUE (national vessels)	CPUE (EU)	CPUE (others)	CPUE (foreign vessels)	

CPUE = catches (kg)/day					

[REPEAT THIS TEMPLATE FOR ALL OTHER CATEGORIES COVERED BY THE PROTOCOL]

APPENDIX 1

LIMITS OF THE MAURITANIAN FISHING ZONE

Points	Coordinates
0	20°46.0 N 17°03.0 W
1	20°46.0 N 20°36.4 W
2	20°18.0 N 20°34.2 W
3	19°49.3 N 20°27.92 W
4	19°20.0 N 20°13.9 W
5	19°01.0 N 20°06.7 W
6	18°44.2 N 20°00.0 W
7	18°34.9 N 19°56.0 W
8	18°28.8 N 19°53.8 W
9	18°24.0 N 19°51.5 W
10	18°18.8 N 19°49.0 W
11	18°13.4 N 19°47.0 W
12	18°07.8 N 19°44.2 W
13	18°02.5 N 19°42.1 W
14	17°53.3 N 19°38.0 W
15	17°44.1 N 19°38.0 W
16	17°31.9 N 19°38.0 W
17	17°26.8 N 19°37.9 W
18	17°06.0 N 19°36.8 W
19	17°00.0 N 19°32.1 W
20	16°38.0 N 19°33.2 W
21	16°28.5 N 19°32.5 W
22	16°17.0 N 19°32.5 W
23	16°04.0 N 19°33.5 W
24	16°04.0 N 16°30.6 W

APPENDIX 2

DATASHEETS

FISHING CATEGORY 1:
VESSELS FISHING FOR CRUSTACEANS OTHER THAN SPINY LOBSTER

1. Fishing zone

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

Points	Coordinates	
1	**20°46.30 N**	**17°03.00 W**
2	**20°40.00 N**	**17°08.30 W**
3	**20°10.12 N**	**17°16.12 W**
4	**19°35.24 N**	**16°51.00 W**
5	**19°19.12 N**	**16°45.36 W**
6	**19°19.12 N**	**16°41.24 W**
7	**19°00.00 N**	**16°22.00 W**
8	**18°55.00 N**	**16°21.00 W**
9	**18°45.00 N**	**16°19.00 W**
10	**18°35.00 N**	**16°16.00 W**
11	**18°27.00 N**	**16°13.00 W**
12	**17°59.00 N**	**16°11.00 W**
13	**17°50.00 N**	**16°11.00 W**
14	**17°50.00 N**	**16°08.00 W**
15	**17°41.00 N**	**16°09.00 W**
16	**17°33.00 N**	**16°10.00 W**
17	**17°12.00 N**	**16°18.00 W**
18	**17°02.00 N**	**16°23.00 W**
19	**16°58.00 N**	**16°24.00 W**
20	**16°54.00 N**	**16°27.00 W**
21	**16°38.00 N**	**16°32.00 W**
22	**16°26.00 N**	**16°34.00 W**
23	**16°20.00 N**	**16°37.00 W**
24	**16°16.00 N**	**16°37.00 W**
25	**16°04.00 N**	**16°36.00 W**

The Joint Committee may authorise scientific voyages, as provided for in Article 10 of the Protocol, in order to evaluate possible changes to the fishing zone.

2. Authorised gear

Bottom shrimp trawl, including those fitted with a tickler chain or any other selective device.

The tickler chain is an integral part of the rigging of shrimp trawlers equipped with outriggers. It consists of a single length of chain, with links of no more than 12 mm in diameter, fastened between the trawl boards ahead of the foot rope.

The mandatory use of selective devices is subject to a decision of the Joint Committee based on a joint scientific, technical and economic assessment.

Doubling of the cod-end is prohibited.

Doubling of the twine forming the cod-end is prohibited.

Protective aprons are authorised.

Minimum authorised mesh size: 50 mm

3. Minimum sizes of target species

For deep-water shrimp, the minimum size is to be measured from the tip of the rostrum to the end of the tail. The tip of the rostrum is an extension of the carapace, which is situated in the anterior median portion of the cephalothorax.

Deep-water shrimps: deep-water rose shrimp (*Parapenaeus longirostris* – FAO code DPS) – 6 cm

Coastal shrimps: white shrimp (*Penaeus notialis* – FAO code: SOP) and common shrimp (*Penaeus kerathurus* – FAO code: TGS) – a maximum of 200 individuals/kg

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

4. By-catches

Authorised	Prohibited
• 15% fish, of which 2% payment in kind • 10% crabs • 8% cephalopods	Spiny lobsters

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

5. Fishing opportunities / fees

Frequency	Quarterly licences – annual TAC
Total allowable catch (in tonnes of live weight equivalent)	5 000 t/year (crustaceans other than spiny lobster)
Number of vessels	The number of vessels authorised at the same time must not exceed 15.
Fee and advance payment	EUR 450/t
	The fee is to be calculated at the end of each period of 3 months in which the vessel is authorised to fish, taking into account the catches of the target species made during that period. The granting of the licence is conditional upon payment of an advance of EUR 1 500 per vessel, which is to be paid at the beginning of each 3-month authorisation period. It is deducted from the amount calculated in accordance with the first paragraph.

6. Other comments

The fees are fixed for the entire period of application of the Protocol.

Biological recovery periods – authorised fishing vessels must observe all biological recovery periods set by the Department in the authorised fishing zone on the basis of the best scientific advice, ceasing all fishing activity there. In this context, as provided for in Article 6(4) of this Agreement, Mauritania must notify the Union in advance of any changes to its legislation with a potential impact on the activities of Union vessels. By way of derogation from Article 6(5) of this Agreement, a decision

setting a biological recovery period is enforceable against Union vessels from the 30th day following receipt by the Union authorities of the notification from Mauritania, save in exceptional cases where this time limit is not applicable.
7. **Scientific observers**
Given the length of fishing trips (between 45 and 60 days), observers must cover **one trip per quarter, i.e. four trips per year.**

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

1. Fishing zone

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

Points	Coordinates	
1	20°46.3N	17°03.0W
2	20°36.0N	17°11.0W
3	20°36.0N	17°36.0W
4	20°03.0N	17°36.0W
5	19°45.7N	17°03.0W
6	19°29.0N	16°51.5W
7	19°15.6N	16°51.5W
8	19°15.6N	16°49.6W
9	19°08.0N	16°45.0W
10	19°06.0N	16°44.0W
11	19°05.0N	16°43.0W
12	18°54.0N	16°31.0W
13	18°41.0N	16°27.8W
14	18°34.0N	16°26.0W
15	18°12.0N	16°21.0W
16	17°59.0N	16°21.0W
17	17°50.0N	16°21.0W
18	17°50.0N	16°14.0W
19	17°44.0N	16°15.0W
20	17°37.0N	16°16.0W
21	17°02.0N	16°29.0W
22	16°37.0N	16°39.0W
23	16°30.0N	16°40.0W
24	16°20.0N	16°43.0W
25	16°04.0N	16°43.0W

The Joint Committee may authorise scientific voyages, as provided for in Article 10 of the Protocol, in order to evaluate possible changes to the fishing zone.

2. Authorised gear

Bottom-set longline.

Bottom trawl for hake

Doubling of the cod-end is prohibited.

Doubling of the twine forming the cod-end is prohibited.

Minimum authorised mesh size: 70 mm (trawl)

3. Minimum sizes of target species

For fish, the minimum size is to be measured from the tip of the snout to the end of the caudal fin (total length) (see Appendix 5).

The Joint Committee may determine the minimum size for species not listed above.	
4. By-catches	
Authorised	Prohibited
Trawlers: 25% fish and 5% crustaceans Longliners: 50% fish	Cephalopods (other than those of the Ommastrephidae family, such as squid: *Todarodes sagittatus* – FAO code: SQE, and *Todaropsis eblanae* – FAO code: TDQ).
The Joint Committee may determine by-catch rates for species not listed above.	
5. Fishing opportunities / fees	
Frequency	Quarterly licences – annual TAC
Total allowable catch (tonnes):	6 000 t/year of black hake (main target species): *Merluccius senegalensis* (FAO code: HKM) and *Merluccius polli* (FAO code: HKB)
Number of vessels	The number of vessels authorised at the same time must not exceed four.
Fee and advance payment	EUR 100/t
	The fee is to be calculated at the end of each period of 3 months in which the vessel is authorised to fish, taking into account the catches of the target species made during that period. The granting of the licence is conditional upon payment of an advance of EUR 1 000 per vessel, which is to be paid at the beginning of each 3-month authorisation period. It is deducted from the amount calculated in accordance with the first paragraph.
6. Other comments	
The fees are fixed for the entire period of application of the Protocol. Fish oil obtained on board may be kept on board, landed and sold, where appropriate. Biological recovery periods – authorised fishing vessels must observe all biological recovery periods set by the Department in the authorised fishing zone on the basis of the best scientific advice, ceasing all fishing activity there. In this context, as provided for in Article 6(4) of this Agreement, Mauritania must notify the Union in advance of any changes to its legislation with a potential impact on the activities of Union vessels. By way of derogation from Article 6(5) of this Agreement, a decision setting a biological recovery period is enforceable against Union vessels from the 30th day following receipt by the Union authorities of the notification from Mauritania, save in exceptional cases where this time limit is not applicable.	
7. Scientific observers	
To cover the entire yearly fishing cycle (January to December), **one fishing trip (usually 6 days) must be observed per month**. The frequency of observations depends on the type of fishing trip: Fishing trips usually last 6 days, since the fish are sold fresh. To cover the yearly cycle (January to December), it is recommended to observe one fishing trip per month.	

FISHING CATEGORY 2a:
BLACK HAKE (FREEZER) TRAWLERS

1. Fishing zone

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

Points	Coordinates	
1	20°46.3N	17°03.0W
2	20°36.0N	17°11.0W
3	20°36.0N	17°36.0W
4	20°03.0N	17°36.0W
5	19°45.7N	17°03.0W
6	19°29.0N	16°51.5W
7	19°15.6N	16°51.5W
8	19°15.6N	16°49.6W
9	19°08.0 N	16°45.0 W
10	19°06.0 N	16°44.0 W
11	19°05.0N	16°43.0 W
12	18°54.0 N	16°31.0 W
13	18°41.0 N	16°27.8 W
14	18°34.0 N	16°26.0 W
15	18°12.0 N	16°21.0 W
16	17°59.0 N	16°21.0 W
17	17°50.0N	16°21.0W
18	17°50.0 N	16°14.0 W
19	17°44.0 N	16°15.0 W
20	17°37.0 N	16°16.0 W
21	17°02.0 N	16°29.0 W
22	16°37.0 N	16°39.0 W
23	16°30.0 N	16°40.0 W
24	16°20.0 N	16°43.0 W
25	16°04.0N	16°43.0 W

The Joint Committee may authorise scientific voyages, as provided for in Article 10 of the Protocol, in order to evaluate possible changes to the fishing zone.

2. Authorised gear

– Bottom trawl for hake

– Doubling of the cod-end is prohibited.

– Doubling of the twine forming the cod-end is prohibited.

– Minimum authorised mesh size: 70 mm (trawl)

3. Minimum sizes of target species

For fish, the minimum size is to be measured from the tip of the snout to the end of the caudal fin (total length) (see Appendix 5).

<table>
<tr><td colspan="3">The Joint Committee may determine the minimum size for species not listed above.</td></tr>
<tr><td colspan="3">4. By-catches</td></tr>
<tr><td colspan="2">Authorised</td><td>Prohibited</td></tr>
<tr><td colspan="2">25% demersal fish (other than black hake)</td><td>Octopus (Octopus vulgaris – FAO code: OCC), cephalopods (other than those of the Ommastrephidae family, such as squid: Todarodes sagittatus – FAO code: SQE, and Todaropsis eblanae – FAO code: TDQ) and crustaceans.</td></tr>
<tr><td colspan="3">The Joint Committee may determine by-catch rates for species not listed above.</td></tr>
<tr><td colspan="3">5. Fishing opportunities / fees</td></tr>
<tr><td>Frequency</td><td colspan="2">Quarterly licences – annual TAC</td></tr>
<tr><td rowspan="2">Total allowable catch (in tonnes of live weight equivalent)</td><td>3 500 t/year</td><td>black hake (Merluccius senegalensis – FAO code: HKM and Merluccius polli – FAO code: HKB)</td></tr>
<tr><td>1 450 t/year
600 t/year</td><td>squid (secondary target species)
cuttlefish (secondary target species)</td></tr>
<tr><td>Number of vessels</td><td colspan="2">The number of vessels authorised at the same time must not exceed six.</td></tr>
<tr><td rowspan="5">Fees</td><td colspan="2">EUR 100/t for black hake</td></tr>
<tr><td colspan="2">EUR 575/t for squid</td></tr>
<tr><td colspan="2">EUR 250/t for cuttlefish</td></tr>
<tr><td colspan="2">EUR 90/t for by-catch</td></tr>
<tr><td colspan="2">The fee is to be calculated at the end of each period of 3 months in which the vessel is authorised to fish, taking into account the catches of the target species made during that period.
The granting of the licence is conditional upon payment of an advance of EUR 1 000 per vessel, which is to be paid at the beginning of each 3-month authorisation period. It is deducted from the amount calculated in accordance with the first paragraph.</td></tr>
<tr><td colspan="3">6. Scientific observers – category 2a: freezer trawlers</td></tr>
<tr><td colspan="3">Given that fishing trips by freezer trawlers are longer (25–35 days), observers must cover one trip per quarter, i.e. four trips per year, to cover the whole annual cycle.</td></tr>
<tr><td colspan="3">7. Other comments</td></tr>
<tr><td colspan="3">The fees are fixed for the entire period of application of the Protocol.
Fish oil obtained on board may be kept on board, landed and sold, where appropriate.
Biological recovery periods – authorised fishing vessels must observe all biological recovery periods set by the Department in the authorised fishing zone on the basis of the best scientific advice, ceasing all fishing activity there. In this context, as provided for in Article 6(4) of this Agreement, Mauritania must notify the Union in advance of any changes to its legislation with a potential impact on the activities of Union vessels. By way of derogation from Article 6(5) of this Agreement, a decision setting a biological recovery period is enforceable against Union vessels from the 30th day following receipt by the Union authorities of the notification from Mauritania, save in exceptional cases where this time limit is not applicable.</td></tr>
</table>

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

1. Fishing zone

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

Points	Coordinates	
1	20°46.0 N	17°06.0 W
2	19°48.5 N	16°45.0 W
3	19°21.0 N	16°45.0 W
4	19°15.0 N	16°31.0 W
5	19°13.2 N	16°30.0 W
6	19°10.5 N	16°26.0 W
7	19°09.0 N	16°33.5 W
8	18°46.0 N	16°12.8 W
9	18°37.4 N	16°10.7 W
10	18°34.0 N	16°10.0 W
11	18°27.0 N	16°07.0 W
12	17°59.0 N	16°05.0 W
13	17°57.8 N	16°04.0 W
14	17°46.0 N	16°06.0 W
15	17°33.0 N	16°08.0 W
16	17°12.0 N	16°15.0 W
17	16°39.0 N	16°29.0 W
18	16°18.0 N	16°34.0 W
19	16°16.0 N	16°34.0 W
20	16°13.0 N	16°34.0 W
21	16°04.0 N	16°33.0 W

The Joint Committee may authorise scientific voyages, as provided for in Article 10 of the Protocol, in order to evaluate possible changes to the fishing zone.

2. Authorised gear

Longline

Fixed gillnets with a maximum depth of 7 m and a maximum length of 100 m. Polyamide monofilament is prohibited

Handline

Creels

Seine for fishing for live bait

Minimum authorised mesh size:

120 mm for gillnets

20 mm for live-bait fishing nets

3. Minimum sizes of target species		
For fish, the minimum size is to be measured from the tip of the snout to the end of the caudal fin (total length) (see Appendix 5).		
The Joint Committee may determine the minimum size for species not listed above on the basis of scientific advice.		
4. By-catches		
Authorised		Prohibited
10% of the total for the authorised target species or group of species (live weight)		
The Joint Committee may determine by-catch rates for species not listed above.		
5. Fishing opportunities / fees		
Frequency	Quarterly licences – annual TAC	
Total allowable catch (tonnes)	3 000 t/year	
Number of vessels	The number of authorised vessels fishing at the same time shall not exceed 6.	
Fees	EUR 105/t	
	The fee is to be calculated at the end of each period of 3 months in which the vessel is authorised to fish, taking into account the catches of the target species made during that period. The granting of the licence is conditional upon payment of an advance of EUR 1 000 per vessel, which is to be paid at the beginning of each 3-month authorisation period. It is deducted from the amount calculated in accordance with the first paragraph.	
6. Other comments		
The fees are fixed for the entire period of application of the Protocol. Seines may be used only to fish for bait for use in line and creel fishing. Use of creels is authorised for no more than seven vessels of under 135 GT each. Biological recovery periods – authorised fishing vessels must observe all biological recovery periods set by the Department in the authorised fishing zone on the basis of the best scientific advice, ceasing all fishing activity there. In this context, as provided for in Article 6(4) of this Agreement, Mauritania must notify the Union in advance of any changes to its legislation with a potential impact on the activities of Union vessels. By way of derogation from Article 6(5) of this Agreement, a decision setting a biological recovery period is enforceable against Union vessels from the 30th day following receipt by the Union authorities of the notification from Mauritania, save in exceptional cases where this time limit is not applicable.		
7. Scientific observers – category 3		
According to scientific advice by the Joint Scientific Committee (JSC) in 2019, collection of data should be increased for all demersal fisheries operating in the Mauritanian EEZ by: taking scientific observers on board EU longliners; collecting data about the pomfret (*Brama brama* – FAO code: POA);		

taking demersal resources into account in catches by the artisanal segment;

characterising discards and by-catches.

Scientific observations are needed to ensure monitoring of fishing activity, in particular with regard to:

the breakdown of catches by species and gear;

the size structure of species landed by fishers;

characterisation of discards and by-catches.

To this end, observers must cover **one fishing trip per quarter**.

FISHING CATEGORY 4: TUNA SEINERS

1. Fishing zone

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

Points	Coordinates	
1	**20°46.0 N**	**17°35.0W**
2	**19°21.0N**	**17°03.0 W**
3	**19°07.0N**	**16°58.5W**
4	**18°52.0 N**	**16°45.0W**
5	**18°42.0 N**	**16°41.0 W**
6	**18°35.0 N**	**16°39.0 W**
7	**18°26.0 N**	**16°37.0 W**
8	**18°22.5 N**	**16°36.0W**
9	**17°59.0 N**	**16°33.0W**
10	**17°46.0 N**	**16°33.0 W**
11	**17°36.0 N**	**16°36.0 W**
12	**17°15.0 N**	**16°45.0 W**
13	**16°52.0 N**	**16°54.0 W**
14	**16°38.5 N**	**16°57.0 W**
15	**16°30.5N**	**16°58.5 W**
16	**16°23.0 N**	**17°02.0 W**
17	**16°11.0 N**	**17°02.0W**
18	**16°04.0 N**	**17°02.0W**

2. Authorised gear

Seine

3. Minimum sizes of target species

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

The Joint Committee may determine the minimum size for species not listed in Appendix 5.

4. By-catches

Authorised	Prohibited
-	In accordance with the relevant ICCAT and FAO recommendations, fishing for the following species is prohibited: basking shark (*Cetorhinus maximus* – FAO code: BSK), great white shark (*Carcharodon carcharias* – FAO code: WSH), sand tiger shark (*Carcharias taurus* – FAO code: CCT) and tope shark (*Galeorhinus galeus* – FAO code: GAG).

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

5. Fishing opportunities / fees	
Reference tonnage	14 000 tonnes of highly migratory and associated species
Number of vessels authorised	29 tuna seiners
Annual flat-rate fee	EUR 1 750 per tuna seiner vessel
Part calculated on the basis of catches	EUR 75/t for the first, second and third years, EUR 80/t for the fourth and fifth years
Support vessels	Authorisation fee for support vessels: EUR 3 500 per vessel per year
6. Other comments	
The fees are fixed for the entire period of application of the Protocol. The ICCAT recommendations on sharks and fish aggregating devices (FADs) apply.	

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

1. Fishing zone

Surface longliners

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

Points	Coordinates	
1	20°46.0 N	17°35.0 W
2	19°21.0 N	17°03.0 W
3	19°07.0 N	16°58.5 W
4	18°52.0 N	16°45.0 W
5	18°42.0 N	16°41.0 W
6	18°35.0 N	16°39.0 W
7	18°26.0 N	16°37.0 W
8	18°22.5 N	16°36.0 W
9	17°59.0 N	16°33.0 W
10	17°46.0 N	16°33.0 W
11	17°36.0 N	16°36.0 W
12	17°15.0 N	16°45.0 W
13	16°52.0 N	16°54.0 W
14	16°38.5 N	16°57.0 W
15	16°30.5 N	16°58.5 W
16	16°23.0 N	17°02.0 W
17	16°11.0 N	17°02.0 W
18	16°04.0 N	17°02.0 W

Pole-and-line tuna vessels

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

Points	Coordinates	
1	20°46.0 N	17°18.0 W
2	19°21.0 N	16°47.0 W
3	19°21.0 N	16°44.0 W
4	19°10.0 N	16°40.0 W
5	18°58.0 N	16°26.0 W
6	18°43.0 N	16°22.0 W
7	18°36.0 N	16°20.5 W
8	18°18.0 N	16°15.0 W
9	18°02.5 N	16°14.0 W
10	17°34.0 N	16°17.5 W
11	16°56.0 N	16°33.0 W
12	16°22.0 N	16°43.0 W
13	16°04.0 N	16°43.0 W

Live-bait fishing

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

Points	Coordinates	
1	20°46.0 N	17°06.0 W
2	19°48.5 N	16°45.0 W
3	19°21.0 N	16°45.0 W
4	19°15.0 N	16°31.0 W
5	19°13.2 N	16°30.0 W
6	19°10.5 N	16°26.0 W
7	19°09.0 N	16°33.5 W
8	18°46.0 N	16°12.8 W
9	18°37.4 N	16°10.7 W
10	18°34.0 N	16°10.0 W
11	18°27.0 N	16°07.0 W
12	17°59.0 N	16°05.0 W
13	17°57.8 N	16°04.0 W
14	17°46.0 N	16°06.0 W
15	17°33.0 N	16°08.0 W
16	17°12.0 N	16°15.0 W
17	16°39.0 N	16°29.0 W
18	16°18.0 N	16°34.0 W
19	16°16.0 N	16°34.0 W
20	16°13.0 N	16°34.0 W
21	16°04.0 N	16°33.0 W

2. Authorised gear

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

Surface longliners: surface longline

3. Minimum authorised mesh size:

16 mm (live-bait fishing)

4. Minimum sizes of target species:

For fish, the minimum size is to be measured from the tip of the snout to the end of the caudal fin (total length) (see Appendix 5).

The Joint Committee may determine the minimum size for species not listed in Appendix 5.

5. By-catches

Authorised	Prohibited
--	In accordance with the relevant ICCAT and FAO recommendations, fishing for the

	following species is prohibited: basking shark (*Cetorhinus maximus* – FAO code: BSK), great white shark (*Carcharodon carcharias* – FAO code: WSH), sand tiger shark (*Carcharias taurus* – FAO code: CCT) and tope shark (*Galeorhinus galeus* – FAO code: GAG).
The Joint Committee may determine by-catch rates for species not listed above.	
6. Fishing opportunities / fees	
Reference tonnage	7 000 tonnes of highly migratory and associated species
Number of vessels authorised	15 pole-and-line tuna vessels or longliners
Annual flat-rate fee	• EUR 2 500 per pole-and-line tuna vessel and • EUR 3 500 per surface long-liner
Part calculated on the basis of catches	EUR 75/t for the first, second and third years, EUR 80/t for the fourth and fifth years.
7. Other comments	
The fees are fixed for the entire period of application of the Protocol. **Live-bait fishing** Fishing for live bait is limited to a number of days per month to be laid down by the Joint Committee. The start and end of such fishing must be notified to the Mauritanian Coast Guard. The Parties shall agree on the practical arrangements to allow this category to fish or collect the live bait needed for fishing by these vessels. Should such activities be carried out in sensitive areas or with non-conventional gear, these arrangements shall be laid down on the basis of IMROP recommendations and in agreement with the Mauritanian Coast Guard.	

FISHING CATEGORY 6:
PELAGIC FREEZER TRAWLERS

1. Fishing zone

I. From the first day of application of this Protocol until the adoption by Mauritania and notification to the Union of the management plan for small pelagic fisheries as referred to in Article 9(9) of this Protocol, fishing is authorised to the west of a line defined as follows:

(a) North of latitude 19°00.00N: the lines between the following points:

20°46.00N	17°13.00W
20°36.00N	17°17.00W
20°36.00N	17°30.00W
20°21.50N	17°30.00W
20°10.00N	17°35.00W
20°00.00N	17°30.00W
19°45.00N	17°05.00W
19°00.00N	16°34.50W
19°00.00N	16°39.50W

(b) South of latitude 19°00.00N as far as 17°30N, at 20 nautical miles calculated from the low-water mark.

(c) South of latitude 17°30N : the lines between the following points:

17°30.00N	16°17.00W
17°12.00N	16°23.00W
16°36.00N	16°42.00W
16°13.00N	16°40.00W
16°04.00N	16°41.00W

Where zones are calculated on the basis of the low-water mark, the Joint Committee may replace the lines delimiting the zones with a series of geographical coordinates.

II. From the adoption by Mauritania and notification to the Union of the management plan for small pelagic fisheries as referred to in Article 9(9) of this Protocol, the fishing zone is located to the west of the line connecting the following points:

Points	**Coordinates**	
1	**20°46.00N**	**17°13.00W**
2	**20°36.00N**	**17°17.00W**
3	**20°36.00N**	**17°24.00W**
4	**20°10.00N**	**17°33.00W**
5	**19°57.00N**	**17°25.00W**
6	**19°46.00N**	**17°04.00W**
7	**19°21.00N**	**16°51.00W**
8	**19°12.00N**	**16°44.00W**
9	**19°09.05N**	**16°43.00W**
10	**19°07.80N**	**16°42.05W**
11	**18°59.65N**	**16°29.85W**
12	**18°51.90N**	**16°26.65W**
13	**18°34.60N**	**16°22.95W**

14	**18°33.90N**	**16°22.70W**
15	**18°19.95N**	**16°18.85W**
16	**17°59.80N**	**16°17.70W**
17	**17°33.00N**	**16°20.20W**
18	**17°30.00N**	**16°21.00W**
19	**17°30.00N**	**16°17.00W**
20	**17°12.00N**	**16°23.50W**
21	**16°36.00N**	**16°42.00W**
22	**16°13.00N**	**16°40.00W**
23	**16°04.00N**	**16°41.00W**

Fishing is authorised in the zone delimited by the following points from December to March inclusive. That seasonal pattern may be modified by the Joint Committee after consulting the Joint Scientific Committee.

Points	**Coordinates**	
1	**20°46.00N**	**17°13.00W**
2	**20°36.00N**	**17°17.00W**
3	**20°36.00N**	**17°11.00W**
4	**20°46.00N**	**17°03.00W**

2. Authorised gear

Pelagic trawl

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

3. Minimum authorised mesh size:

40 mm

4. Minimum sizes of target species:

For fish, the minimum size is to be measured from the tip of the snout to the end of the caudal fin (total length) (see Appendix 5).

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

5. By-catches

Authorised	Prohibited
3% of the total for the authorised target species or group of species (live weight)	Crustaceans and cephalopods, except squid (*Loligo vulgaris* – FAO code: SQR)

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

6. Fishing opportunities / fees	
Frequency	Quarterly licence – annual TAC
Total allowable catch (tonnes)	225 000 tonnes of small pelagic species, which may be exceeded by a margin of 10% without any impact on the financial contribution paid by the European Union for access
Number of vessels	The number of vessels authorised at the same time must not exceed 19.
Fees	EUR 75/t for sardines and sardinellas EUR 140/t for horse mackerel and mackerel EUR 123/t for other pelagic species[7]
	The fee is to be calculated at the end of each period of 3 months in which the vessel is authorised to fish, taking into account the catches of the target species made during that period. The granting of the licence is conditional upon payment of an advance of EUR 5 000 per vessel, which is to be paid at the beginning of each 3-month authorisation period in which the vessel is authorised to fish. It is deducted from the amount calculated in accordance with the first paragraph.
Owners of Union pelagic freezer trawlers are to contribute to the policy of fish distribution to people in need, at the rate of 2% of their catch at the end of a fishing trip.	
7. Scientific observers	
The presence of two Mauritanian scientific observers is mandatory on board all vessels in this category; they are required to measure the fish below deck while simultaneously monitoring by-catches on the fishing deck. If full coverage of all fishing trips by observers is not feasible, all pelagic trawlers must take on board a team of two scientific observers at least when requested to do so by the Mauritanian Oceanographic and Fisheries Research Institute (IMROP). If a trawler refuses to take on board scientific observers, it will not be authorised to leave port. IMROP must put in place balanced sampling of the different fleet segments. The number of missions depends on the total effort (total number of trawlers in the zone) and the variability of the catches in terms of space and time. In addition to on-board observations, observations on land are also organised by Mauritania. The data thus collected are made available to the JSC and to CECAF. Samples are taken each month and at each landing site throughout the sub-region. The minimum sampling rate is at least one sample (of at least of 100 individuals per 1 000 tonnes of catch) – ref. CECAF 2019.	
8. Other comments	
The fees are fixed for the entire period of application of the Protocol. Unused category 7 fishing opportunities may be used at a rate of a maximum of two licences per month. Biological recovery periods – authorised fishing vessels must observe all biological recovery	

[7] Other than sardines, sardinellas, horse mackerel and mackerel.

periods set by the Department in the authorised fishing zone on the basis of the best scientific advice, ceasing all fishing activity there. In this context, as provided for in Article 6(4) of this Agreement, Mauritania must notify the Union in advance of any changes to its legislation with a potential impact on the activities of Union vessels. By way of derogation from Article 6(5) of this Agreement, a decision setting a biological recovery period is enforceable against Union vessels from the 30th day following receipt by the Union authorities of the notification from Mauritania, save in exceptional cases where this time limit is not applicable.

FISHING CATEGORY 7:
NON-FREEZER PELAGIC VESSELS

1. Fishing zone

I. From the first day of application of this Protocol until the adoption by Mauritania and notification to the Union of the management plan for small pelagic fisheries as referred to in Article 9(9) of this Protocol, fishing is authorised to the west of a line defined as follows:

(a) North of latitude 19°00.00N: the lines between the following points:

20°46.00N	17°13.00W
20°36.00N	17°17.00W
20°36.00N	17°30.00W
20°21.50N	17°30.00W
20°10.00N	17°35.00W
20°00.00N	17°30.00W
19°45.00N	17°05.00W
19°00.00N	16°34.50W
19°00.00N	16°39.50W

(b) South of latitude 19°00.00N as far as 17°30N, at 20 nautical miles calculated from the low-water mark.

(c) South of latitude 17°30N : the lines between the following points:

17°30.00N	16°17.00W
17°12.00N	16°23.00W
16°36.00N	16°42.00W
16°13.00N	16°40.00W
16°04.00N	16°41.00W

Where zones are calculated on the basis of the low-water mark, the Joint Committee may replace the lines delimiting the zones with a series of geographical coordinates.

II. From the adoption by Mauritania and notification to the Union of the management plan for small pelagic fisheries as referred to in Article 9(9) of this Protocol, the fishing zone is located to the west of the line connecting the following points:

Points	Coordinates	
1	**20°46.00N**	**17°13.00W**
2	**20°36.00N**	**17°17.00W**
3	**20°36.00N**	**17°24.00W**
4	**20°10.00N**	**17°33.00W**
5	**19°57.00N**	**17°25.00W**
6	**19°46.00N**	**17°04.00W**
7	**19°21.00N**	**16°51.00W**
8	**19°12.00N**	**16°44.00W**
9	**19°09.05N**	**16°43.00W**
10	**19°07.80N**	**16°42.05W**
11	**18°59.65N**	**16°29.85W**
12	**18°51.90N**	**16°26.65W**
13	**18°34.60N**	**16°22.95W**

14	**18°33.90N**	**16°22.70W**
15	**18°19.95N**	**16°18.85W**
16	**17°59.80N**	**16°17.70W**
17	**17°33.00N**	**16°20.20W**
18	**17°30.00N**	**16°21.00W**
19	**17°30.00N**	**16°17.00W**
20	**17°12.00N**	**16°23.50W**
21	**16°36.00N**	**16°42.00W**
22	**16°13.00N**	**16°40.00W**
23	**16°04.00N**	**16°41.00W**

Fishing is authorised in the zone delimited by the following points from December to March. That seasonal pattern may be modified by the Joint Committee after consulting the Joint Scientific Committee.

Points	**Coordinates**	
1	**20°46.00N**	**17°13.00W**
2	**20°36.00N**	**17°17.00W**
3	**20°36.00N**	**17°11.00W**
4	**20°46.00N**	**17°03.00W**

The fishing zone may be modified by the Joint Committee after consulting the Joint Scientific Committee.

2. Authorised gear

Pelagic trawl and industrial purse seine:

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

3. Minimum authorised mesh size:

40 mm for trawls and 20 mm for seines.

4. Minimum sizes of target species

For fish, the minimum size is to be measured from the tip of the snout to the end of the caudal fin (total length) (see Appendix 5).

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

5. By-catches

Authorised	Prohibited
3% of the total for the authorised target species or group of species (live weight)	Crustaceans and cephalopods, except squid

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

6. Fishing opportunities / fees	
Total allowable catch (tonnes)	15 000 tonnes per year of small pelagic species If these fishing opportunities are utilised, they are to be deducted from the total allowable catch provided for in category 6.
Number of vessels	The number of vessels authorised at the same time must not exceed two, equivalent to two quarterly licences for pelagic freezer trawlers of category 6.
Frequency	Quarterly licence – annual TAC
Fees	EUR 75/t for sardines and sardinellas EUR 140/t for horse mackerel and mackerel EUR 123/t for other pelagic species
	The fee is to be calculated at the end of each period of 3 months in which the vessel is authorised to fish, taking into account the catches of the target species made during that period. The granting of the licence is conditional upon payment of an advance of EUR 5 000/t, which is to be paid at the beginning of each 3-month authorisation period in which the vessel is authorised to fish. It is deducted from the amount calculated in accordance with the first paragraph.
7. Other comments	
The fees are fixed for the entire period of application of the Protocol. Biological recovery periods – authorised fishing vessels must observe all biological recovery periods set by the Department in the authorised fishing zone on the basis of the best scientific advice, ceasing all fishing activity there. In this context, as provided for in Article 6(4) of this Agreement, Mauritania must notify the Union in advance of any changes to its legislation with a potential impact on the activities of Union vessels. By way of derogation from Article 6(5) of this Agreement, a decision setting a biological recovery period is enforceable against Union vessels from the 30th day following receipt by the Union authorities of the notification from Mauritania, save in exceptional cases where this time limit is not applicable.	

FISHING CATEGORY 8: CEPHALOPODS		
1. Fishing zone		
p.m.		
2. Authorised gear		
p.m.		
3. Minimum authorised mesh		
p.m.		
4. By-catches		
Authorised	Prohibited	
p.m.	p.m.	
5. Authorised tonnage / fees		
Period	Year 1	Year 2
Volume of authorised catches (in tonnes)	p.m.	p.m.
Fees	p.m.	p.m.
6. Comments		
p.m.		

APPENDIX 3

FISHING LICENCE APPLICATION FORM

I – APPLICANT

1. Name of vessel owner: .....
2. Address of vessel owner: ……
3. Tel.:..... Fax: ..... Email: .....
4. Name of the vessel owner's association or agent: .....
5. Address of association or agent: .....

   .....

6. Tel.:..... Fax: .....Email: .....
5. Name of master: ..... Nationality: .....

II – VESSEL AND IDENTIFICATION

1. Vessel name: .....
2. Flag state: .....
3. External registration number: .....
4. CFR number: …….
5. IMO No (if applicable): ……
6. ICCAT record number (category 4 and 5 and support vessels)
4. Home port: .....
5. Year and place of construction: .....
6. Radio call sign: ..... Call frequency: .....
7. Hull construction material: Steel □ Wood □ Polyester □ Other □
8. VMS transponder: Serial No: ……..... Model(s): …….. Identification code

Satellite operator(s): ……..

III - TECHNICAL CHARACTERISTICS AND EQUIPMENT

1. Overall length: ..... Width: .....
2. Tonnage (GT): .....
3. Power of main engine in kW: ..... Make: ..... Type: .....
4. Type of vessel: ..... Fishing category: .....
5. Fishing gear: .....
6. Crew complement: ..... of which Mauritanian fishers:
7. Method of preservation on board: Fresh □ Cold storage □ Mixed □ Freezing □
8. Freezing capacity in tonnes/24 hours: .....
9. Hold capacity: ..... Number: .....
10. Fishing authorisation requested for the period from (dd/mm/yyyy): …/…/… to: …/…/…

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

Signature of applicant .....

APPENDIX 4

LIST OF INFORMATION REGARDING THE FISHING LOGBOOK OF THE ISLAMIC REPUBLIC OF MAURITANIA

1. INFORMATION ABOUT THE FISHING TRIP: INFORMATION TRANSMITTED AT THE END OF THE TRIP

(a) Names and registration of vessel

(b) Flag state of vessel

(c) Type of concession

(d) Fishing segment

(e) Authorised types of gear

(f) Date put to sea

(g) Date returned to port

(h) Quantity of each species and commercial category

2. INFORMATION FOR EACH FISHING OPERATION

(a) Date

(b) Start time of operation

(c) Duration of the operation

(d) Gear used

(e) Latitude

(f) Longitude

(g) Estimated total catch before sorting

(h) Catch retained by species: the species listed below must always be declared whenever they are encountered, whatever the quantity caught

(i) Surface water temperature (optional)

(j) Wind speed and direction (optional)

(k) Sea state (rough, moderately rough, calm) (optional)

SCIENTIFIC NAME	FAO_ Code	COMMERCIAL NAME	ARABIC NAME	FRENCH NAME	ENGLISH NAME
ALECTIS ALEXANDRINUS	ALA	SALBA	يردنكسا لمج	Cordonnier bossu	Alexandria pompano

SCIENTIFIC NAME	FAO_ Code	COMMERCIAL NAME	ARABIC NAME	FRENCH NAME	ENGLISH NAME
ARGYROSOMUS REGIUS	MGR	CORVINA	راقسم	Maigre commun	Meagre
ARISTEUS VARIDENS	ARV	ALISTADO	يربمج	Gambon rayé	Striped red shrimp
ARIUS spp	AWX	MACHARON	طقلا ةكمسـ	Machoiron	Cat fish
BRACHYDEUTERUS AURITUS	GRB	PELLON	عرصـ	Lippu pelon	Bigeye grunt
BRANCHIOSTEGUS SEMIFASCIATUS	TIS	AMADAI	ءاملا لقبـ	Tile zèbre	Zebre tilefish
BROTULA BARBATA	BRD	BERTORELLA	لايتوربـ	Brotule barbée	Bearded brotula
CAMPOGRAMMA GLAYCOS	VAD	LICHE	لدرقلا كمسـ	Liche lirio	Vadigo
CHELIDONICHTHYS LUCERNA	GUU	GALLE	توصمـ بعرمـ	Grondin perlon	Tub gurnard
CHLOROSCOMBRUS CHRYSURUS	BUA	SAR PLAT	ربموبـ ضايبـ	Sapater	Atlantic bumper
CONGER CONGER	COE	CANGRJO	يبرولأا رحبلا سيلقنأ	Congre d'Europe	European conger
CYMBIUM CYMBIUM	YBC	CYMBIUM	ينوزلحـ مطخـ	Volute trompe de cochon	Pig's snout volute
CYNOGLOSSUS CADENATI	YOI	LENGUA	ينـاغلا ىسومـ كمسـ	Sole langue du Ghana	Ghanaian tonguesole
CARANX RHONCHUS	HMY	CHINCHARD JAUNE	رفصأ روخاشـ	Carangue jone	scad, false scad, tenfinned horse mackerel

SCIENTIFIC NAME	FAO_ Code	COMMERCIAL NAME	ARABIC NAME	FRENCH NAME	ENGLISH NAME
DENTEX DENTEX	DEC	RENKODAI	(عئاش ننسم) صأصب	Denté commun	Common dentex
DENTEX MACROPHTHALMUS	DEL	CACHICHO	(ظحاج ننسم) قلحب	Denté à gros yeux	Large-eye dentex
DENTEX SPP	DEX	DANTEX	ننسم	Denté	Dentex
DICENTRARCHUS PUNCTATUS	SPU	BAILA	طقرأ صوراق	Bar tacheté	Spotted seabass
DICOLOGLOSSA CUNEATA	CET	ACEDIA	ينيفسإ لوصـ	Céteau	Wedge sole
DIPLODUS SARGUS	SWA	SARGO	سوغرسـ	Sar commun	White seabream
ENGRAULIS ENCRASICOLUS	ANE	ANCHOVA	ةجوشنأ	Anchois	European anchovy
EPINEPHELUS AENEUS	GPW	CHERNE	ضيبأ روماه	Mérou blanc	White grouper
EPINEPHELUS COSTAE	EPK	ABAE	روماه	Mérou badèche	Golden grouper, Alexandia seabass
EPINEPHELUS GOREENSIS	EEG	MEROU	يدرو روماه	Mérou de Gorée	Dungat grouper
EPINEPHELUS	GPX	BADECH	روماه	Badech	Grouper
ETHMALOSA FIMBRIATA	BOA	OBO	وبولأا ةكمسـ	Ethmalose d'Afrique	Bonga shad
GERYON MARITEA	GER	BOCA	رحبلا ناطرسـ	Géryon Ouest-Africain	West African gryon
HOLOTHURIS SP	HFT	CONCOMBRE	رحبلا رايخـ	Concombre de mer	Sea cucumber

SCIENTIFIC NAME	FAO_ Code	COMMERCIAL NAME	ARABIC NAME	FRENCH NAME	ENGLISH NAME
KATSUWONUS PELAMIS	SKJ	LISTAO (BONITE)	رحبلا طخطم تينوب	Listao	Skipjack tuna
LEPTOCHARIAS SMITHII	CLL	CAZON	مافشلا ريبك رحبلا بلك	Missole barbue	Barbeled houndshark
LITHOGNATHUS MORMYRUS	SSB	HERRERA	طخطم معشد	Marbré	Sand steenbras
LIZA AURATA	MGA	CABEZOTE	نابهد يرود	Mulet doré	Golden grey mullet
LOLIGO VULGARIS	SQR	CALAMAR	رابحد	Encornet	European squid
LOPHIUS SPP	MVA	RAPE	رحبلا تيرفع كمسد يقيرفلاا	Baudroie africaine	Shortspine African angler
MERLUCCIUS SPP (POLI ET SENEGALENSIS)	HKE	MERLUSSA	عئاشد يلزاذ	Merlu	Hake
MERLUCCIUS MERLUCCIUS	HKE	MERLUSSA	عئاشد يلزاذ	Merlu	Hake
MUGIL CEPHALUS	MUF	HUEVAS	سأرلا ريبك يرود	Mulet à grosse tête	Flathead grey mullet
MULLUS BARBATUS	MUT	SALMONETTE	يلمر ميهاربإ نالطلس	Rouget de vase	Red mullet
MURAENA HELENA	MMH	MORINA	انيروم	Morina	Morina
MUSTELUS MUSTELUS	SMD	TOLLO	معاذ بلك	Missole lisse	Smooth-hound
OCTOPUS VULGARIS	OCC	TAKO	طوبطخأ	Pieuvre	Common octopus
OMMASTREPHES BARTRAMI	OFJ	POTA	حنجملا رابحلا	Encornet volant	Neon flying squid
ORCYNOPSIS UNICOLOR	BOP	PALOMETE	ةطسبنم ةنوت	Palomète	Plain bonito
PAGELLUS ACARNE	SBA	BESUGO	ةطقنوبأ ناجرم	Pageot acarne	Axillary seabream

SCIENTIFIC NAME	FAO_ Code	COMMERCIAL NAME	ARABIC NAME	FRENCH NAME	ENGLISH NAME
PAGELLUS BELLOTTII	PAR	PAGEOT	رمحأ ناجرم	Pageot à tache rouge	Red pandora
PALINURUS MAURITANICUS	PSL	CABEZA LANGOSTA ROSE	يناتيروملا رحبلا دارج	Langouste rose	Pink spiny lobster
PANULIRUS REGIUS	LOY	CABEZA LANGOSTA	رضخلأا رحبلا دارج	Langouste royale	Royal spiny lobster
PARAPENAEUS LONGIROSTRIS	DPS	GAMBA	يدرو سديرق ،يربمج	Crevette rose du large	Deep-water rose shrimp
SOLEA LASCARIS	SOS	SOLLA	يلمر لوصـ	Sole	Flatfish
PENAEUS KERATHURUS	TGS	CAMARON	ططخم يربمج	Caramote	Caramote prawn
PENAEUS NOTIALIS	SOP	LANGOSTINO	يدرو يربمج	Crevette rose du Sud	Southern pink shrimp
PLECTORHINCHUS MEDITERRANEUS	GBR	BURRO	طسوتملا ناجرم	Diagramme	Rubberlip grunt
PENTANEMUS QUINQUARIUS	PET	TROTA	يكلملا ناطبقلا	Capitaine royal	Royal threadfin
POMADASYS SPP	BGX	CROCUS	بعرم	Grondeur	Grunts
POMADASYS INCISUS	BGR	RONCADOR	نولم بعرم ،قراطسة	Grondeur métis	Bastard grunt
POMATOMUS SALTATRIX	BLU	SALMON	يبرغم صورق ،رابنغ ،طيخلا عطاق	Tassergal	Bluefish

SCIENTIFIC NAME	FAO_ Code	COMMERCIAL NAME	ARABIC NAME	FRENCH NAME	ENGLISH NAME
PSETTODES BELCHERI	SOT	PERRO	سرتلا ةكمسدوقارلا	Turbot épineux tacheté	Spottail spiny turbot
PSEUDOTOLITHUS SENEGALENSIS	PSS	CORVINATO	نذلأا ةيصح	Otolithe	Casava croaker, captain fish
PSEUDOTOLITHUS BRACHYGNATHUS	CKL	CAPITAIN	نطبقلا كمس	Otolithe gabo	Law croaker
PSEUDOTOLITHUS SENEGALENSIS	PSS	CAPITAINE SENEG	ةيلاغنسلا نذلأا ةيصح	Otolithe sénégalais	Cassava croaker
PSEUDOTOLITHUS TYPUS	PTY	CAPITAINE TYPUS	اكناذ نذلا ةيصح	Otolithe nanka	Longneck croaker
RAJA SPP	SKA	RAYA	ةيار	Pocheteaux et raies raja nca	Raja rays nei
RHINOBATOS SPP	GUZ	GUITARE	ةراثيقلا ةكمس	Raie guitare	Guitarfish
SARDA SARDA	BON	PALAMIDA	طخطملا طيسلابلا ،لازغ	Bonite à dos rayé	Atlantic bonito
SARDINA PILCHARDUS	PIL	SARDINE	يبروأ نيدرس	Sardine	Sardine, Pilchard
SARDINELLA AURITA	SAA	SARDINALLE	موربم نيدرس	Allache	Round sardinella
SCOMBER JAPONICUS	MAS	MACKEREL	ينابسا يرمقس إ (ليركاملا)	Maquereau espagnol	Chub mackerel
SCORPAENA SPP	SCS	RASCACIO	قولهـ	Rascasses nca	Scorpionfishes, rockfishes nei

SCIENTIFIC NAME	FAO_ Code	COMMERCIAL NAME	ARABIC NAME	FRENCH NAME	ENGLISH NAME
SCYLLARUS ARCTUS	SCY	CIGALE	زيزلا	Petite cigale	Lesser slipper lobster
SEPIA OFFICINALIS	CTC	MONGO	جديبسلا	Seiche commune	Common cuttlefish
SERATHEREDON MELANOPTERON	TILAP	TILAPIA		Tilapia	Blackchin tilapia
SOLEA LASCARIS	SOS	PELUDA	يبارتلا ىسوم كمسد	Sole-pole	Sand sole
SOLEA SENEGALENSIS	OAL	LENGUADO RUBIO	يللاغنيسلا ىسوما كمسد	Sole du Sénégal	Senegalese sole
SOLEA SOLEA	SOL	LENGUADO	عئاشلا ىسوم كمسد	Sole commune	Sole
PAGRUS AURATUS	GSU	DORADA	جاجة	Dorade royale	Gilt-head bream
PAGRUS AURIGA	REA	ROKERA	ططخم جاجة	Pagre rayé	Redbanded seabream
PAGRUS PAGRUS	RPG	Pagre	عئاشلا جاجة	Pagre rouge	Red porgy
SPHYRAENA BARRACUDA	GBA	PICODA	رييكلا رحبلا روجنز	Barracuda	Great barracuda
SPONDYLIOSOMA CANTHARUS	BRB	CHOPA	يدامر نامجرم ،سّير	Dorade grise	Black seabream
SQUALUS ACANTHIAS	DGS	CANE	راتخملا رحبلا بلك	Aiguillat commun	Picked dogfish
STROMATEUS FIATOLA	BLB	FOULLA	سلملأا كمسلا ،ةديبز	Fiatole	Blue butterfish
SYNAPTURA CADENATI	YNY	LENGUADO TIGRE	ططخملا ىسوم كمسد	Sole-ruardon du Golfe	Guinean sole

SCIENTIFIC NAME	FAO_ Code	COMMERCIAL NAME	ARABIC NAME	FRENCH NAME	ENGLISH NAME
THUNNUS OBESUS	BET	THON	ةنوت	Thon obèse(=Patudo)	Bigeye tuna
TRACHURUS TRACHURUS	HOM	CHINCHARD	يبروأ روخاش	Chinchard d'Europe	Atlantic horse mackerel
TRACHURUS TRECAE	HMZ	CHINCHARD NOIR	دوسأ روخاش	Chinchard du Cunène	Cunene horse mackerel
TRICHIURUS LEPTURUS	LHT	SABLE	يضفمازح ،فيس	Poisson-sabre commun	Largehead hairtail
UMBRINA SPP	UBS	BOURROUGATO	ةلقبلا	Ombrines nca	Drums nei
URANOSCOPUS SPP	URA	RATA	ةموب	Uranoscopes	Stargazers
ZENOPSIS CONCHIFER	JOS	PLATIDA	ةيضفلا ءاملا ةجاجد	Saint Pierre argenté	Silvery John dory
ZEUS FABER MAURITANICUS	JOD	PIETRO	ةيبهذلا ءاملا ةجاجد	Saint Pierre	John dory
SARDINELLA MADERNSIS	SAE			Sardinelle plate	
BRAMA BRAMA	POA	palometa		Grande castagnole	Atlantic pomfret
PSEUDUPANAEUS PRAYENSIS	GOA	Salmonete		Rouget	Goatfish
SCHEDOPHILUS OVALIS	HDV	Choupa	يروُطاربمُا دوسأ كمسد	Rouffe impérial	Imperial blackfish
SPARUS CAERULEOSTICTUS	BSC	Daurade rose		Pagre à points bleus	Gilt-head

SCIENTIFIC NAME	FAO_ Code	COMMERCIAL NAME	ARABIC NAME	FRENCH NAME	ENGLISH NAME
OTHER SQUIDS					
OTHER CUTTLEFISH					
OTHER DEMERSAL FISH					
OTHER PELAGIC FISH					
OTHER CRUSTACEANS					
OTHER MOLLUSCS					

APPENDIX 5

Legislation[8] in force on minimum sizes of catches kept on board

'Section III: Minimum sizes and weights of species'

The minimum dimensions of species must be measured:

– for fish, from the tip of the snout to the end of the caudal fin (total length);

– for cephalopods, the length of the body alone (mantle) without tentacles;

– for crustaceans, from the tip of the rostrum to the end of the tail.

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

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

– For saltwater fish:

Sardinella (*Sardinella aurita* and *Sardinella maderensis*)	18 cm
European sardine (*Sardina pilchardus*)	16 cm
Scads and horse mackerels (*Trachurus* spp.)	19 cm
Yellow horse mackerel (*Decapturus rhonchus*)	19 cm
Chub mackerel (*Scomber japonicus*)	25 cm
Gilt-head seabream (*Sparus auratus*)	20 cm
Blue-spotted seabream (*Sparus coeruleostictus*)	23 cm
Red-banded seabream (*Sparus auriga*), red porgy (*Sparus pagrus*)	23 cm
Dentex (*Dentex* spp.)	15 cm
Red pandora (*Pagellus bellottii*, *Pagellus acarne*)	19 cm
Rubberlip grunt (*Plectorhynchus mediterraneus*)	25 cm
Black grouper	25 cm
Brown meagre (*Sciana umbra*)	25 cm
Meagre (*Argirosomus regius*) and cassava croaker (*Pseudotholithus senegalensis*)	70 cm
Groupers (*Epinephelus* spp.)	40 cm
Bluefish (*Pomatomus saltator*)	30 cm
West African goatfish (*Pseudupeneus prayensis*)	17 cm
Mullet (*Mugil* spp.)	20 cm
Houndshark (*Mustelus mustelus*, *Leptocharias smithi*)	60 cm
Spotted seabass (*Dicentrarchus punctatus*)	20 cm
Tongue-sole (*Cynoglossus canariensis*, *Cynoglossus monodi*)	20 cm

[8] Ref. Decree No 2015-159 of 1 October 2015 implementing the fisheries code.

Tongue-sole (*Cynoglossus cadenati, Cynoglossus senegalensis*)	30 cm
Hake (*Merluccius* spp.)	30 cm

For cephalopods:

Octopus (*Octopus vulgaris*)	500 g (eviscerated)
Squid (*Loligo vulgaris*)	13 cm
Cuttlefish (*Sepia officinalis*)	13 cm
African cuttlefish (*Sepia bertheloti*)	07 cm

For crustaceans:

Royal spiny lobster (*Panulirus regius*)	21 cm
Pink spiny lobster (*Palinurus mauritanicus*)	23 cm
Deepwater rose shrimps (*Parapenaeus longirostris*)	06 cm
West African geryon, red crab (*Geryon maritae*)	06 cm
Southern pink shrimp, caramote prawn (*Penaeus notialis, Penaeus kerathurus*)	200 indv/kg maximum

The list in paragraph 2 may be revised in order to harmonise the minimum sizes at regional level.

APPENDIX 6

List of conversion factors

CONVERSION RATE TO BE APPLIED TO FINISHED FISHERY PRODUCTS PROCESSED ON BOARD TRAWLERS

Product	Processing method	Conversion rate
Hake Without head, eviscerated	Hand or machine cutting	1.510
Sardinella		
Without head	Hand cutting	1.416
Without head, eviscerated	Hand cutting	1.675
Without head, eviscerated	Machine cutting	1.795
Mackerel		
Without head	Hand cutting	1.406
Without head, eviscerated	Hand cutting	1.582
Without head	Machine cutting	1.445
Without head, eviscerated	Machine cutting	1.661
Scabbard fish		
Without head, eviscerated	Hand cutting	1.323
Slices	Hand cutting	1.340
Without head, eviscerated (special cut)	Hand cutting	1.473
Sardine		
Without head	Hand cutting	1.416
Without head, eviscerated	Hand cutting	1.704
Without head, eviscerated	Machine cutting	1.828
Horse mackerel		
Without head	Hand cutting	1.570
Without head	Machine cutting	1.634
Without head, eviscerated	Hand cutting	1.862
Without head, eviscerated	Machine cutting	1.953

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

APPENDIX 7

Communication of VMS messages to Mauritania

POSITION REPORT

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

2. In addition to the above information, the Mauritania's FMC must be able to receive the various VMS alerts listed below:

Type of message	Indicative code	Comment
Loss of GNSS signal	GPS_LOSS (Loss of GPS signal)	This message is sent when the GNSS module of the VMS terminal has not been able to obtain a GNSS position
Recovery of GNSS signal	GPS_RECOVERY (Signal GPS is Back)	This message is sent when the GNSS module of the VMS terminal has obtained a GNSS position following a GPS_LOSS
External Power Supply ON	POWER_UP (Reconnected from main power)	This message is sent when the external power supply switches on
External Power Supply OFF	POWER_DOWN (disconnected from main power)	This message is sent when the external power supply is cut off and the VMS terminal is powered by battery
End of operation of battery mode	LAST_ON_BATTERY (Battery Fault)	This message is sent just before the VMS terminal stops operating when the battery has run down
Request for current position (polling)	PING	Response to a request for the current position of the VMS terminal (polling)
Positions stored during network loss	DATALOGGER	Message sent upon recovery of the satellite network. This message contains the position reports stored during the period in which connection to the network was lost.
Intrusion alert	INTRUSION	This message is sent when the dome of the VMS terminal is opened
Cable disconnection signal	DOME DISMOUNTING	This message is sent when the cable connecting the dome to the junction box is disconnected

APPENDIX 8

USE OF UN/FLUX STANDARD AND EU FLUX NETWORK

1. The Parties agree to an eventual changeover from the ERS 3.1 standard to the UN/FLUX (United Nations / Fisheries Language for Universal eXchange) standard and the EU FLUX exchange network for exchanging vessel positions, electronic logbooks and fishing authorisation data.

2. Any amendments to the UN/FLUX standard shall be implemented within a time limit set by the Joint Committee on the basis of technical provisions provided by the European Commission, where appropriate by exchange of letters.

3. Detailed arrangements for implementing the various electronic exchanges shall be set out, where necessary, in an implementation document prepared by the European Commission and approved by the Joint Committee.

4. Transitional measures may be used until the changeover to the UN/FLUX standard for each component (positions, fishing logbook, authorisations). The Mauritanian authorities shall determine the period necessary for this transition, taking account of any technical constraints. They shall define the trial period required before the changeover to effective use of the UN/FLUX standard. 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.

APPENDIX 9

REPORT OF THE SCIENTIFIC OBSERVER

Name of observer: .....

Vessel: ..... Nationality: .....
Number and port of registration: .....
Identity marking: ....., Tonnage: ..... GT, Power: ..... hp
Licence: ..... No: ..... Type: .....
Name of master: .....Nationality: .....

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

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

Observer's estimate

Overall production (kg): ...., declared in fishing log/logbook: .....
By-catches: species ....., estimated rate: .....%
Discards: species: ....., quantity (kg): .....

Species retained						
Quantity (kg)						
Species retained						
Quantity (kg)						

Observer's findings:

Nature of findings:	Date	Position.

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

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

Observer's signature .....

Master's comments
.....
.....
.....
Copy of report received on ..... Master's signature.....

Report forwarded to .....
Capacity: .....

APPENDIX 10

CONTACT DETAILS FOR THE COMPETENT EUROPEAN UNION AND MAURITANIAN AUTHORITIES

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

EUROPEAN UNION

- European Commission – Directorate-General for Maritime Affairs and Fisheries (DG MARE)

- European Union Delegation – Nouakchott (Mauritania)

MAURITANIA

- Ministry of Fisheries and the Maritime Economy

- Mauritanian Coast Guard

- Regional Maritime Directorates

APPENDIX 11
Signing-on of Mauritanian seafarers

1. Required number of Mauritanian seafarers to be taken on board

1.1. The minimum number of Mauritanian seafarers to be taken on board in accordance with paragraph 1 of Chapter IV of the Annex is as follows.

(a) for tuna-seiners, one per vessel;

(b) for pole-and-line tuna vessels and tuna longliners, three per vessel;

(c) for shrimp and demersal vessels, 60% of the crew, rounded downwards, officers (master of the vessel, assistant master or coaster master, assistant engineer and chief engineer) not being included in this figure;

(d) for all pelagic trawlers, 60% of staff involved in production duties (factory, packaging and freezing), as indicated on the vessel's crew plan duly endorsed by the competent authority of the flag state. Where two observers are required to be taken on board, one of the two shall be deducted from the minimum number of Mauritanian seafarers;

(e) at the request of the Mauritanian authorities, the signing on of Mauritanian trainee officers shall be encouraged to support the Ministry's training and qualification policy. If the vessel owner signs on Mauritanian trainee officers, the number of such officers shall be deducted from the minimum number of Mauritanian seafarers required under the preceding paragraphs.

1.2. The owner of a fishing vessel referred to in paragraph 1.3(d) may make use of the required number of Mauritanian seafarers in the context of a documented on-board/on-land rotation system planned together with the maritime authority, allowing the owner to manage the fishing vessel responsibly and effectively, in accordance with the measures adopted by the flag state under national law and in accordance with Union law.

1.3. In accordance with paragraph 4 of Chapter IV of the Annex, the master must keep a record of the seafarers working on board the vessel by means of a crew list duly signed by the master or another person authorised by the master. The crew list must be kept up-to-date and include at least the following details for each fisher:

(a) rank or rating;

(b) nationality;

(c) date and place of birth;

(d) nature and number of identity document.

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

2. Requirements for access by Mauritanian seafarers to Union fishing vessels

2.1. The Ministry shall ensure that the list referred to in paragraph 2 of Chapter IV of the Annex includes details for each fisher, giving at least their family name and given name, date of birth, place of birth, fishing qualifications and documents, and experience.

2.2. The Ministry shall ensure that each seafarer entered in the list referred to in paragraph 2 of Chapter IV of the Annex complies with at least the following requirements:

(a) being familiar with the basic safety vocabulary in one of the following working languages: French, Spanish or English;

(b) holding a valid Mauritanian passport;

(c) holding a valid Mauritanian seafarer's book or equivalent document;

(d) holding and being in possession of a valid certificate stating that they have received basic training on safety at sea for fishing vessel personnel in accordance with current international standards, in particular the International Maritime Organization's STCW-F Convention on Standards of Training, Certification and Watchkeeping for Fishing Vessel Personnel;

(e) holding a valid medical certificate attesting to their fitness to perform their duties on board fishing vessels and stating that they do not suffer from any contagious diseases or disorders which could compromise the safety and health of other persons on board; the medical examination must be conducted in accordance with international standards in force and must include a X-ray examinations for tuberculosis;

(f) holding a record, which may be part of the book or document referred to in paragraph 2.2(c), detailing the skills that they have acquired and the name and type of each fishing vessel they have served on, along with their rank or function on board and the length of their service on board;

(g) holding a certificate attesting to their knowledge of one of the languages indicated in paragraph (a) above;

(h) holding an original duly signed copy of their seafarer's employment contract;

(i) being in possession of any further documents required by the fishing vessel's flag state or the fishing vessel owner.

2.3. Each document referred to in paragraph 2.2(c) to (i), inclusive, shall be issued in the official language or languages of the Islamic Republic of Mauritania or the country of issue and shall be accompanied by a translation into English.

2.4. In accordance with current international standards, each document referred to in paragraph 2.2(c) to (i) shall be considered valid only if it fully complies with paragraph 2.3, has been duly signed and has not expired at the time of embarkation, and if the fishing vessel's flag state has ensured that the training or examination in respect of which the document has been issued fully complies with the flag state's requirements.

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

2.5. Mauritanian seafarers shall present the documents listed in paragraph 2.2 to the master upon request for inspection. The master may keep copies of the said documents for administrative purposes.

2.6. The owner of the fishing vessel, or the master acting on behalf of the owner, has the right to refuse a Mauritanian seafarer permission to embark on board the Union fishing vessel if the requirements set out in paragraphs 2.2 to 2.4 have not been complied with.

3. Employment contracts for Mauritanian seafarers

Such contracts must contain at least the following information:

(a) the seafarer's family name and given name(s), date of birth or age, and place of birth;
(b) the place and date of conclusion of the agreement;
(c) the name and registration number of the fishing vessel or vessels on board which the seafarer undertakes to work;
(d) the name of the employer or fishing vessel owner or other party to the agreement;
(e) the capacity in which the fisher is to be employed or engaged;
(f) if possible, the date on which and the place at which the fisher is required to report on board for service;
(g) the amount of the seafarer's wage or, if paid a share of the proceeds, the seafarer's percentage share and the calculation method, or, if a mixed wage system is used, the amount of the wage, the percentage share and the calculation method, and any agreed minimum wage;
(h) the termination of the agreement and the conditions to which it is subject, namely:

(i) if the agreement has been concluded for a definite period, the date set for its expiry;

(ii) if the agreement has been concluded for a voyage, the agreed port of destination at which the agreement will terminate and an indication of how long after arrival at that destination the fisher will be discharged;

(iii) if the agreement has been concluded for an indefinite period, the conditions under which either party may terminate the agreement, as well as the required period of notice, which shall not be shorter for the employer, fishing vessel owner or any other party than for the fisher;

(i) the protection in the event of work-related sickness, injury or death of the fisher;
(i) the amount of paid annual leave or the formula used for calculating leave, where applicable;
(k) the health and social security coverage and benefit to be provided to the fisher by the employer, the fishing vessel owner or other party to the fisher's employment agreement, as the case may be;
(l) the fisher's entitlement to repatriation;
(m) a reference to the collective bargaining agreement, where applicable;
(n) the minimum periods of rest.

4. Information to be provided to the Ministry

4.1. Each Union flag state shall inform the Ministry, through a list established and maintained by the Union, of its competent authority referred to in paragraph 2.4.

4.2. In view of paragraph 2.2(d) and (h), the flag state shall duly inform the Ministry, through the Union, of its requirements concerning any further documents to be held by seafarers signed on or employed on board fishing vessels flying its flag.

4.3. The fishing vessel owner, or the agent acting on the owner's behalf, shall keep the Ministry informed of the Mauritanian fishers taken on board the vessel to work by means of the crew list referred to in paragraph 1.3.

4.4. The Ministry shall provide the fishing vessel owner, or the agent acting on the owner's behalf, with a signed receipt immediately upon receipt of the information set out in paragraph 4.3.

4.5. The fishing vessel owner, or the agent acting on the owner's behalf, shall send a copy of the fisher's employment contract directly to the Ministry within 2 months of its signature.

4.6. The Ministry shall provide the fishing vessel owner, or the agent acting on the owner's behalf, with a signed receipt immediately upon receipt of the copy of the fisher's employment contract in accordance with paragraph 4.5.

ANNEX II

PROCEDURE FOR THE APPROVAL OF AMENDMENTS TO THE PROTOCOL TO BE ADOPTED BY THE JOINT COMMITTEE

Where the Joint Committee is asked to adopt amendments to the Protocol in accordance with Article 11(1) of the Protocol implementing the Sustainable Fisheries Partnership Agreement between the European Union and the Islamic Republic of Mauritania, the Commission is authorised to approve the proposed amendments on behalf of the Union, under the following conditions:

(1) The Commission shall ensure that the approval on behalf of the Union:

(a) is in accordance with the objectives of the common fisheries policy;

(b) is consistent with the relevant rules adopted by regional fisheries management organisations and takes account of joint management by coastal states;

(c) takes account of the latest statistical, biological and other relevant information sent to the Commission.

(2) Before approving the proposed amendments on behalf of the Union, the Commission shall submit them to the Council in sufficient time before the relevant Joint Committee meeting.

(3) The Council shall assess whether the proposed amendments comply with the criteria laid down in point 1 of this Annex.

(4) Unless a number of Member States equivalent to a blocking minority of the Council, in accordance with Article 16(4) of the Treaty on European Union, object to the proposed amendments, the Commission shall approve them on behalf of the Union. If there is such a blocking minority, the Commission shall reject the proposed amendments on behalf of the Union.

(5) If, in the course of subsequent meetings of the Joint Committee, including on the spot, it is impossible to reach an agreement, the matter shall be referred back to the Council, in accordance with the procedure set out in points 2 to 4, in order for the Union position to take account of new factors.

(6) The Commission is invited to take, in due time, any steps necessary to follow up on the decision of the Joint Committee, including, where appropriate, publishing the relevant decision in the *Official Journal of the European Union* and submitting any proposal necessary for the implementation of that decision.

As regards other matters which do not concern amendments to the Protocol, in accordance with Article 11(1) of the Protocol implementing the Sustainable Fisheries Partnership Agreement between the European Union and the Islamic Republic of Mauritania, the position to be adopted by the Union within the Joint Committee shall be determined in accordance with the Treaties and established working practices.