EUROPEAN
COMMISSION

Brussels, 28.4.2023
COM(2023) 218 final

ANNEXES 1 to 2

ANNEXES

to the

proposal for a COUNCIL DECISION

on the signing, on behalf of the European Union, and provisional application of a Sustainable Fisheries Partnership Agreement between the European Union and the Republic of Madagascar and the Implementing Protocol thereto (2023-2027)

ANNEX 1

Sustainable Fisheries Partnership Agreement between the European Union and the Republic of Madagascar

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

THE REPUBLIC OF MADAGASCAR, hereinafter referred to as 'Madagascar',

Both referred to as 'the Parties',

CONSIDERING the close working relationship between the Union and Madagascar, particularly in the context of relations between the African, Caribbean and Pacific (ACP) States and the European Union, and their mutual desire to strengthen that relationship,

COMMITTED to strict compliance with international law, fundamental human rights and the sovereignty of Madagascar and the EU Member States,

HAVING REGARD TO the United Nations Convention on the Law of the Sea (UNCLOS) of 10 December 1982 and the sovereign rights of Madagascar over natural resources in its fishing zone resulting therefrom,

HAVING REGARD TO the 1995 Agreement on the Conservation and Management of Straddling Fish Stocks and Highly Migratory Fish Stocks,

AWARE of the importance of the principles enshrined in the Code of Conduct for Responsible Fisheries adopted at the Food and Agriculture Organization (FAO) Conference in 1995, the Port State Measures Agreement (PSMA), which entered into force in 2016, and the International Plan of Action to Prevent, Deter and Eliminate Illegal, Unreported and Unregulated Fishing (IPOA-IUU) adopted on 2 March 2001,

DETERMINED to take the necessary measures to implement them,

DETERMINED to take into account the resolutions and recommendations adopted by the Indian Ocean Tuna Commission (IOTC) and the other regional organisations concerned,

AIMING, for these purposes, to take into account available and relevant scientific opinions 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 to establish 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, the integrity of the marine environment and the sustainable management of marine resources,

AIMING to comply with the principle of non-discrimination for all similar fishing fleets present in the fishing zone,

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 of policies and synergy of efforts, in the mutual and equitable interest of the Union and Madagascar, including for the local population and fishing industry,

DECIDED, to these ends, to contribute, within the framework of Madagascar's sectoral fisheries policy, towards promoting the development of a partnership with a view, in particular, to identifying the most appropriate means of ensuring that this policy is implemented effectively and that economic operators and civil society are involved in the process,

AIMING to lay down the terms and conditions for access to Madagascar's fishing zone by Union vessels and to ensure, in this regard, that their fishing activities target only the allowable catch surplus, taking into account the fishing capacity of the fleets operating in the zone, while paying special attention to the highly migratory nature of certain species,

RESOLVED to pursue closer and more equitable economic and social cooperation with a view to establishing and strengthening sustainable fisheries and contributing to improved ocean governance and the development of fisheries-related blue economy activities, including by developing investments in line with Madagascar'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) 'Agreement' means this Sustainable Fisheries Partnership Agreement between the European Union and the Republic of Madagascar;

(b) '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;

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

(d) 'fishing authorisation' means a fishing licence issued by the Malagasy authorities to a Union fishing vessel, conferring the right to engage in fishing activities in the fishing zone;

(e) 'Union authorities' means the European Commission or, where appropriate, the Delegation of the European Union to Madagascar;

(f) 'Malagasy Authority' means the Ministry responsible for fisheries;

(g) 'landing' means the unloading on land of any quantity of fishery products from a fishing vessel;

(h) 'support vessel' means any Union vessel, other than a craft carried on board, which facilitates, assists or prepares fishing operations, is not equipped for fishing and is not used for transhipment operations;

(i) 'Union vessel' means any fishing or support vessel flying the flag of an EU Member State and registered in the Union;

(j) 'fishing vessel' means any vessel equipped for commercial exploitation of marine biological resources;

(k) 'operator' means a natural or legal person who operates or holds an undertaking carrying out activities related to any stage of the production, processing, marketing, distribution or retailing of fishery and aquaculture products;

(l) ‘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;

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

(n) ‘fishery products’ means aquatic organisms caught as a result of fishing activities, including by-catches;

(o) ‘Protocol’ means the text laying down detailed rules for implementing the Sustainable Fisheries Partnership Agreement between the European Union and the Republic of Madagascar and its Annex and Appendices;

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

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

(r) ‘transhipment’ means the transfer of fishery products from one vessel to another;

(s) ‘fishing zone’ means the part of the waters under the sovereignty and jurisdiction of Madagascar in which Madagascar authorises European Union fishing vessels to engage in fishing activities.

Article 2
Object

The aim of the Agreement is to establish a partnership and a framework for legal, environmental, economic and social governance in the area of fisheries, laying down in particular:

(a) the conditions for fishing activities carried out by Union fishing vessels in Madagascar’s fishing zone;

(b) economic and financial cooperation in support of the fisheries sector and ocean governance;

(c) cooperation contributing to the promotion of the blue economy, in particular through the processing and enhancement of fishery products, the preservation of the integrity of the marine environment and the sustainable management of marine resources;

(d) administrative cooperation in order to implement the financial contribution;

(e) scientific and technical cooperation to ensure the sustainable exploitation of fishery resources in Madagascar;

(f) economic and social cooperation between operators;

(g) cooperation on measures for monitoring, control and surveillance of activities in the fishing zone so as to ensure that the rules are complied with and the measures taken to conserve fishery resources and manage fishing activities are effective, and to combat illegal, unreported and unregulated fishing.

Article 3
Principles of the Agreement

The Parties shall act and implement the Agreement in accordance with the following principles:

1. This Agreement and its implementation, in particular the exercise of fishing activities, shall be carried out in such a way as to ensure a fair distribution of the resulting benefits.

2. The Parties shall act with due respect for sovereignty and sovereign rights within the meaning of Article 56 of UNCLOS.

3. The Parties shall implement this Agreement in accordance with Article 9 of the Cotonou Agreement on essential elements regarding human rights, democratic principles and the rule of law, and the fundamental element regarding good governance, or the corresponding article of any successor agreement between the Union and the ACP countries.

4. The employment and work of fishers on board Union vessels authorised under the Agreement or the Implementing Protocol hereto shall be carried out in accordance with the principles laid down in the instruments applicable to fishers of the International Labour Organization (ILO) and the International Maritime Organization (IMO), in particular the ILO Declaration on Fundamental Principles and Rights at Work (1998), as amended in 2022, and ILO Convention No 188 (the Work in Fishing Convention). These include, in particular, the elimination of forced and child labour, freedom of association, effective recognition of the right to collective bargaining, elimination of discrimination in respect of employment and occupation, a safe and healthy working environment, and decent living and working conditions on board Union fishing vessels.

5. In accordance with the principle of transparency, the Parties shall ensure the public availability of bilateral or multilateral agreements allowing access by foreign vessels to their fishing zone or access by their own vessels to other fishing zones. They undertake to exchange information on the resulting fishing effort, in particular the number of authorisations issued and the catches made.

6. In accordance with the principle of non-discrimination, Madagascar undertakes to apply the same technical and conservation measures to any foreign industrial tuna fleets operating in its fishing zone that have the same characteristics as those covered by this Agreement and the Implementing Protocol hereto. The conditions in question concern the conservation, sustainable exploitation, development and management of resources, financial arrangements, and fees and rights relating to the issuing of fishing authorisations operating in its fishing zone. This provision shall apply as regards financial arrangements without prejudice to any fisheries agreements that Madagascar may conclude with developing countries which are members of the Indian Ocean Commission, including reciprocal agreements.

Article 4
Access to surpluses and scientific advice

1. The Parties agree that Union fishing vessels are to catch only the allowable catch surplus referred to in Article 62(2) and (3) of UNCLOS, as established, in a clear and transparent manner, on the basis of available and relevant scientific opinions and relevant information exchanged between the Parties on the total fishing effort exerted on the affected stocks by all fleets operating in Madagascar's fishing zone.

2. With respect to straddling or highly migratory fish stocks, the Parties shall take due account of the relevant scientific assessments conducted and of available

conservation and management measures to determine the resources available for access.

3. Both Parties shall comply with the conservation and management measures adopted by the relevant regional fisheries management organisations (RFMOs), in particular the IOTC, taking due account of regional scientific assessments.

Article 5
Dialogue and consultation

1. The Parties undertake, in their mutual interest, to establish a close dialogue, facilitate consultation and inform each other, in particular, of the implementation of sectoral fisheries policy, ocean governance and the promotion of the blue economy.

2. The Parties shall cooperate in carrying out evaluations of measures, programmes and actions implemented on the basis of the Agreement.

RIGHTS AND OBLIGATIONS OF THE PARTIES

Article 6
Access to the fishing zone by Union vessels

The Malagasy Authority shall authorise Union vessels to engage in fishing activities in Madagascar's fishing zone in accordance with this Agreement and under the conditions laid down in the Protocol.

Article 7
Conditions for carrying out fishing activities and exclusivity clause

1. Union vessels may engage in fishing activities in Madagascar's fishing zone only if they hold a fishing authorisation issued under this Agreement. Any fishing activity by Union vessels outside the framework of this Agreement shall be prohibited.

2. The procedure for obtaining a fishing authorisation for a vessel, the fees applicable and the conditions for payment by the vessel owner are set out in the Protocol.

3. The Parties shall ensure the proper implementation of these conditions and arrangements by means of appropriate administrative cooperation between their competent authorities.

Article 8
Legislation applicable to fishing activities

1. The activities of Union vessels operating in Madagascar's fishing zone shall be subject to the applicable Malagasy legislation, unless otherwise provided for under the Agreement or the Protocol hereto. The Malagasy Authority shall inform the Union authorities of the applicable legislation.

2. Madagascar undertakes to take all appropriate measures to ensure that the fisheries monitoring, control and surveillance measures provided for in the Agreement are applied effectively, without prejudice to the responsibilities of the flag State of Union vessels. Union vessels shall cooperate with the Malagasy authority responsible for carrying out such monitoring, control and surveillance activities.

3. The Malagasy Authority shall notify the Union authorities of any changes to existing legislation or of any new legislation that may affect the activities of Union vessels. Such legislation shall be enforceable with respect to Union vessels from the 60th day following that on which the notification is received by the Union authorities. If, however, the Malagasy Authority states that the situation is urgent when it submits its notification, the above-mentioned period prior to enforceability shall be reduced to 7 calendar days.

4. The Union undertakes to take all appropriate measures to ensure that its vessels comply with the provisions of the Agreement and the Malagasy legislation governing fisheries.

5. The Union authorities shall inform the Malagasy Authority, no later than 60 days before their entry into force, of any changes in Union legislation that may affect the activities of Union vessels and the interests of Madagascar under the Agreement.

Article 9
Scientific and technical cooperation

1. The Parties shall cooperate in scientific and technical matters in order to regularly assess the state of fishery resources in Malagasy waters, contribute to the conservation of the marine environment and strengthen national research capacities.

2. The Parties shall endeavour to consult each other within the IOTC or other relevant RFMOs in order to strengthen the management and conservation of marine biological resources at regional level and cooperate in related scientific research in Madagascar's fishing zone.

3. The Parties may, where appropriate, agree to hold a joint scientific meeting to discuss any relevant scientific or technical issue in order to ensure that marine biological resources are sustainably exploited.

4. The Parties shall, in the light of the best available and relevant scientific advice, consult each other within the Joint Committee provided for in Article 14 in order to adopt, where appropriate and by mutual agreement, measures to achieve the objective referred to in paragraph 1.

Article 10
Economic and social cooperation

1. The Parties undertake to promote economic, technical, technological and commercial cooperation in the fisheries sector and related sectors, including certain areas of the blue economy. They shall consult each other 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 and enhancement of fishery products.

3. The Parties shall endeavour to create conditions favourable to the promotion of relations between their enterprises in the technical, technological, economic and commercial spheres by helping to create an environment favourable to the development of business and investment.

4. The Parties shall encourage the promotion of investment in compliance with the Malagasy and EU legislation in force.

5. The Parties shall promote and facilitate landings of catches by Union vessels in Madagascar. Union vessels shall endeavour to give preference to procuring in Madagascar the supplies and services required for their operations.

6. The Parties shall encourage both human and institutional capacity-building in the fisheries sector in order to improve the level of training and develop skills so as to contribute to sustainable fishing activities in Madagascar.

Article 11
Cooperation in the area of monitoring, control and surveillance and combating illegal, unreported and unregulated (IUU) fishing

The Parties undertake to cooperate in the monitoring, control and surveillance of fishing activities in the fishing zone and to combat IUU fishing with a view to establishing sustainable fishing.

Madagascar shall ensure that the provisions concerning monitoring, control and surveillance of fisheries provided for in the Agreement, the Protocol hereto and Malagasy legislation are applied effectively. Union vessels shall cooperate with the Malagasy authority responsible for carrying out such operations.

Article 12
Administrative cooperation

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

– put in place administrative cooperation with a view to ensuring that Union vessels comply with the provisions of this Agreement and the Protocol;

– cooperate to prevent and combat IUU fishing, in particular through close and regular exchanges of information between the authorities concerned.

Article 13
Financial contribution

1. In accordance with the principles of the Agreement, the Union shall grant Madagascar a financial contribution, the terms and conditions of which are defined in the Protocol.

2. The financial contribution is intended to:

   (a) cover access to Madagascar's fishing zone and its fishery resources, without prejudice to the fees payable by operators of Union vessels;

   (b) contribute, through sectoral support, to the implementation of a sustainable fisheries policy and the promotion of the blue economy by Madagascar.

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

4. The financial contribution for sectoral support shall be separate from the payments for access rights. It shall be implemented through annual and multiannual programmes in accordance with the provisions of the Protocol.

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

(a) the fishing opportunities granted to Union 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 relevant scientific advice; or

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

(c) the Agreement is suspended or terminated as provided for in Articles 20 and 21.

INSTITUTIONAL PROVISIONS

Article 14
Joint Committee

1. A Joint Committee consisting of representatives of the Union authorities and the Malagasy Authority shall be set up.

2. The Joint Committee's functions shall consist, in particular, in:

(a) monitoring the application of the Agreement and, in particular, defining and evaluating the implementation of sectoral support;

(b) providing the necessary liaison for matters of mutual interest relating to fisheries, in particular statistical analysis of data on catches;

(c) serving as a forum for interpreting the Agreement, validating the conditions referred to in Article 21(b) and (c) and amicably settling any disputes arising from the application of the Agreement.

3. The Joint Committee may adopt amendments to the Protocol relating to:

(a) the adjustment of fishing opportunities and, consequently, of the relevant financial contribution;

(b) the arrangements for implementing sectoral support;

(c) the technical conditions and arrangements under which Union vessels carry out their fishing activities;

(d) any other function that the Parties decide, by mutual agreement, to confer on it, including with regard to combating IUU fishing, administrative cooperation and ocean governance.

4. The Joint Committee shall exercise its functions in accordance with the objectives of the Agreement.

5. The Joint Committee shall meet at least once a year, alternately in Madagascar and in the Union, or in another mutually agreed location or by videoconference, and shall be chaired by the Party hosting the meeting. It shall hold a special meeting at the request of either Party, within 1 month of the request being made.

6. Decisions shall be taken by consensus and recorded in the minutes of the meeting. The Joint Committee may, where appropriate, deliberate and take decisions by exchange of letters.

7. The Joint Committee may adopt its operating rules by means of rules of procedure.

Article 15
Area of application of the Agreement

The Agreement shall apply, on the one hand, to the territories in which the Treaty on the Functioning of the European Union is applied and under the conditions laid down in that Treaty and, on the other hand, to the territory of Madagascar and in the waters under the sovereignty and jurisdiction of Madagascar.

FINAL PROVISIONS

Article 16
Settlement of disputes

The Parties shall consult each other within the Joint Committee on any dispute concerning the interpretation or application of the Agreement, without prejudice, if such consultation fails to resolve the dispute, to the possibility of recourse to the jurisdiction of an international body, subject to the consent of both Parties.

Article 17
Entry into force

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.

Article 18
Duration

The Agreement shall apply for a period of 4 years from its provisional application, unless terminated in accordance with Article 21.

Article 19
Provisional application

The Agreement shall apply provisionally from 1 July 2023 subject to signature by the Parties, or from the date of signature if signed after that date.

Article 20
Suspension

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

   (a) circumstances arise which are beyond the reasonable control of one of the Parties and are such as to prevent fishing activities in the fishing zone. In the case of natural phenomena, the Parties shall consult each other to assess the impact on fishing activities and on the implementation of the Protocol;

   (b) a serious dispute between the Parties over the interpretation or implementation of the Agreement remains unresolved;

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

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

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 through the Joint Committee 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. The Parties shall agree to lift the suspension where appropriate.

4. The payment of the financial contribution referred to in Article 13(2) for the period of suspension shall be adjusted following consultation between the Parties. Such adjustment shall also apply if either Party terminates the provisional application.

Article 21
Termination

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

   (a) circumstances arise which are beyond the reasonable control of one of the Parties and are such as to prevent fishing activities in the fishing zone. In the case of natural phenomena, the Parties shall consult each other to assess the impact on fishing activities and on the implementation of the Protocol;

   (b) there is significant variation in the stocks concerned;

   (c) there is a significant 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 serious dispute between the Parties over the interpretation or implementation of the Agreement remains unresolved;

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

   (g) where there are significant changes in the sectoral policy that led to the conclusion of the Agreement.

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. However, in the cases referred to in paragraph 1(b) and (c), notification shall be made after the conditions for termination have been validated by the Joint Committee.

3. The Parties shall consult each other from the time of notification with a view to finding an amicable settlement 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 adjusted following consultation between the Parties. Such adjustment shall also apply if either Party terminates the provisional application.

Article 22
Repeal

The Fisheries Partnership Agreement between the European Community and the Republic of Madagascar which entered into force on 1 January 2007 is repealed.

Article 23
Authentic texts

This Agreement is drawn up in duplicate in the Bulgarian, Croatian, Czech, Danish, Dutch, English, Estonian, 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.

ANNEX 2

PROTOCOL
on the implementation of the Sustainable Fisheries Partnership Agreement between the European Union and the Republic of Madagascar (2023-2027)

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:

'observer' means any person authorised by a national authority to observe its fishing activity on board a fishing vessel and to collect data quantifying or qualifying the results of that activity;

'fish aggregating device (FAD)' means a permanent, semi-permanent or temporary object, structure or device made of any material, human-made or natural, that is deployed or tracked for the purpose of aggregating target tuna species for subsequent capture.

Article 2
Purpose

The purpose of this Protocol is to implement the provisions of the Agreement by laying down, in particular, the conditions governing access by Union vessels to Madagascar's fishing zone and the cooperation provided for in Article 2 of the Agreement.

The provisions of the Protocol shall be interpreted and applied in full compliance and consistency with the principles and provisions of the Agreement.

Article 3
Scope

This Protocol shall apply to:

– the activities of Union vessels targeting tuna and tuna-like species in Madagascar's fishing zone;

– the implementation of the areas of cooperation referred to in Article 2 of the Agreement.

Article 4
Fish species and number of authorised vessels

1. The authorised species are tuna and associated species, as listed in Appendix 1 and under the management mandate of the Indian Ocean Tuna Commission (IOTC).

2. Fishing of the following species shall be prohibited:

– species protected by international conventions, including *Cetorhinus maximus*, *Rhincodon typus*, *Carcharodon carcharias*, *Carcharhinus falciformis*, *Carcharhinus longimanus*, *Isurus oxyrinchus*, *Isurus paucus*;

– species whose retention on board, transhipment, landing or full or partial storage is prohibited by the IOTC, in particular species belonging to the *Alopiidae*, *Sphyrnidae* and *Lamnidae* families.

3. Fishing opportunities shall be allocated to 65 Union vessels as follows:

– 32 tuna seiners,

– 13 surface longliners with a tonnage greater than 100 GT,

– 20 surface longliners with a tonnage less than or equal to 100 GT.

4. Paragraph 3 shall apply subject to the provisions of Articles 11 and 12.

Article 5
Duration

This Protocol shall apply for a period of 4 years from the date of its provisional application.

Article 6
Financial contribution

1. For the entire 4-year period, the total estimated value of this Protocol shall be EUR 12 880 000, or EUR 3 220 000 per year. This overall amount shall be broken down as follows:

   – EUR 7 200 000 corresponding to the Union's financial contribution referred to in Article 13 of the Agreement;

   – EUR 5 680 000 corresponding to the estimated value of the vessel owners' contributions.

2. The Union's annual financial contribution shall comprise:

   (a) an annual amount of EUR 700 000, equivalent to a reference tonnage for all species of 14 000 tonnes per year for access to Madagascar's fishing zone;

   (b) a specific amount of EUR 1 100 000 per year for supporting and implementing Madagascar's sectoral fisheries policy. This amount shall be made available to the Ministry responsible for fisheries and administered by the Malagasy agency responsible for fisheries and aquaculture, in accordance with the rules and procedures laid down in compliance with national rules in a manual of procedures drawn up by the Ministry responsible for fisheries and notified to the Union authorities before the Protocol is provisionally applied.

3. Paragraph 1 of this article shall apply subject to Articles 7, 8, 11, 14 and 15 of the Protocol.

4. The financial contribution shall be paid into:

   (a) a Public Treasury account opened with the Central Bank of Madagascar for the part relating to access to Madagascar's fishing zone;

   (b) a bank account intended for sectoral support under the supervision of the Ministry responsible for fisheries, for the part relating to sectoral support.

Details of the bank accounts shall be notified to the Union authorities by the Malagasy Authority before the start of provisional application and shall be confirmed each year.

Article 7

Arrangements for payment of the financial contribution for access to Madagascar's fishing zone

1. If the annual catches of Union vessels, laid down in accordance with Section 1 of Chapter IV of the Annex, exceed the reference tonnage of 14 000 tonnes, the annual financial contribution shall be increased by EUR 50 for each additional tonne.

2. However, the annual amount paid by the European Union for access to Madagascar's fishing zone shall not exceed twice the amount indicated in Article 6(2)(a). Where catches by Union vessels in Madagascar's fishing zone exceed twice the reference tonnage, the amount due for catches exceeding that limit shall be paid the following year.

3. Payment of the financial contribution for access by Union vessels to Madagascar's fishing zone shall be made no later than 90 days after the date of provisional application of this Protocol for the 1st year and no later than the anniversary date of the provisional application of the Protocol for the following years.

4. Madagascar shall have full discretion regarding the use to be made of the financial contribution for access to its fishing zone.

Article 8

Implementation and payment of sectoral support

1. The Joint Committee shall, no later than 3 months after the date of provisional application of this Protocol, adopt a programme for multiannual sectoral support, broken down by year, the general objective of which is to promote responsible and sustainable fishing in Madagascar.

2. The programme shall be set out in a document including, in particular:

2.1. annual and multiannual guidelines for using the specific amount of the financial contribution referred to in Article 6(2)(b);

2.2. the objectives and actions, defined on an annual and multiannual basis, for responsible and sustainable fishing and the blue economy, taking into account Madagascar's priorities, in particular:

– the implementation of the national tuna fisheries management strategy;

– support for small-scale and traditional fishing;

– training of fishers;

– monitoring, control and surveillance of fishing activities and, in particular, combating illegal, unreported and unregulated (IUU) fishing;

– strengthening fisheries research, capacity to manage marine ecosystems and fishery resources; and

– safety of fishery products;

2.3. the criteria and procedures for annually assessing the results obtained, where appropriate by means of indicators.

3. Each year the Malagasy Authority shall submit to the Joint Committee an annual report on progress made in implementing the programme's activities. The report submitted in the previous year shall also include an assessment of the implementation of the programme over the entire duration of the Protocol.

4. Any changes proposed to the programme shall be submitted to the Joint Committee.

5. The financial contribution for sectoral support shall be paid in annual instalments following an analysis carried out by the Joint Committee on the basis of the results of the implementation of the programme.

6. The European Union may suspend, in whole or in part, payment of the financial contribution provided for in Article 6(2)(b) if the Joint Committee's analysis reveals that:

6.1. the results obtained are unsuitable for the programme adopted by the Joint Committee;

6.2. actions under that programme have not been implemented.

7. Following a suspension as provided for in paragraph 6, payment of the financial contribution for sectoral support shall resume only after consultation and agreement between the Parties and once the results of the implementation of the sectoral support are consistent with the programme schedule adopted by the Joint Committee. Nevertheless, payment of the financial contribution for sectoral support may be made no later than 6 months after the Protocol expires.

8. The programme shall continue to be monitored by the Parties until it has been fully implemented.

9. Checks and controls on the use of funds from the contribution referred to in Article 6(2)(b) may be carried out by the audit and control bodies of each Party, including the European Court of Auditors. This shall include a right of access to information, documents and beneficiary sites and facilities.

10. The Malagasy Authority shall implement promotion and communication actions highlighting the achievements funded by the sectoral support and the contribution made by the EU.

Article 9
Scientific cooperation on responsible fishing

1. The Parties undertake to promote responsible fishing in Madagascar's fishing zone through scientific cooperation.

2. The Parties shall exchange all relevant scientific information allowing the state of marine biological resources in Madagascar's fishing zone to be assessed.

3. The joint scientific meeting provided for in Article 9(3) of the Agreement shall bring together the relevant scientists proposed by each Party. The Parties shall provide the necessary data for the work of those scientists. The mandate, composition and running of the joint scientific meeting shall be laid down by the Joint Committee.

4. The joint scientific meeting shall draw up a report, accompanied, where appropriate, by an opinion, submitted to the Joint Committee for consideration and possible adoption of measures, as provided for in Article 9(4) of the Agreement.

Article 10
Economic and social cooperation

1. In order to implement the principles of Article 10 of the Agreement on economic and social cooperation, the Parties shall consult each other regularly within the Joint Committee and shall involve operators and other interested Parties in order to identify

opportunities for cooperation, including with a view to developing trade and investment in the fisheries sector.

2. This consultation shall take account of the development and cooperation programmes of the European Union or other technical and financial partners.

Article 11

Adjustment, by mutual agreement, of fishing opportunities and the arrangements for implementing the Protocol

1. The fishing opportunities referred to in Article 4 may be adjusted by the Joint Committee on the basis of relevant scientific advice and taking account, in particular, of the resolutions and recommendations adopted by the IOTC, so as to ensure sustainable management of the fish species covered by the Protocol, and, where appropriate, subject to an opinion by the joint scientific meeting referred to in Article 9.

2. In such a case, the financial contribution referred to in Article 6(2)(a) may be adjusted pro rata and the necessary amendments shall be made to the Protocol and its Annex.

3. The Joint Committee may amend the provisions of the Protocol relating to the conditions for the exercise of fishing activities and the arrangements for implementing sectoral support.

4. Decisions adopted by the Joint Committee shall have the same legal force as the Protocol, subject to completion of the respective procedures of the Parties.

Article 12

Exploratory fishing surveys and new fishing opportunities

1. The Parties shall encourage exploratory fishing in Madagascar's fishing zone in order to assess the scientific and economic sustainability of a new fishery, in particular as regards species considered to be underexploited or whose stock status is unknown.

2. In accordance with Malagasy legislation, the Malagasy Authority may approve the implementation of an exploratory survey on the basis of a specific technical file adopted by the Joint Committee. The technical file shall specify the species concerned and the appropriate conditions for that survey, taking into account the best available scientific advice and, where appropriate, the scientific opinion obtained pursuant to Article 9.

3. Authorisations of vessels for the exploratory fishing survey shall be granted for a maximum period of 6 months, reduced where necessary according to the recommendations of the scientific opinion. Vessels engaged in exploratory fishing shall comply with the technical file approved by the Malagasy Authority. An observer appointed by the Malagasy Authority and, where appropriate, a scientific observer from the flag State shall be present on board throughout the survey. The observation data collected shall be submitted for analysis and scientific advice in accordance with the provisions of Article 9.

4. The scientific meeting shall submit its opinion on the results of the exploratory surveys to the Joint Committee, which shall decide whether it is appropriate to introduce fishing opportunities for new species until such time as the Protocol expires.

Article 13
Conditions for authorisation and exercise of fishing activities

1. Union vessels may engage in fishing activities in Madagascar's fishing zone only if they hold a fishing authorisation issued by the Malagasy Authority under the Agreement and this Protocol.

2. The Malagasy Authority shall issue authorisations to Union vessels only under the Agreement and this Protocol, the issuing of authorisations to such vessels outside that framework, in particular in the form of direct authorisations, being prohibited.

3. The activities of Union vessels authorised to fish in Madagascar's fishing zone shall be subject to the laws and regulations of Madagascar, unless otherwise provided for under this Protocol.

Article 14
Suspension

1. The implementation of this Protocol, including the fishing activities of vessels and the payment of the financial contribution, may be suspended unilaterally by either Party in the cases provided for in Article 20 of the Agreement.

2. Suspension on the grounds of non-compliance with the conditions provided for in Article 3(3) of the Agreement may take place only if the consultation mechanisms provided for in Article 96 of the Cotonou Agreement relating to violation of essential and fundamental elements of human rights, as defined in Article 9 of that Agreement or the corresponding article of any successor agreement, have been triggered.

3. Suspension of application of the Protocol shall require the interested party to notify its intention in writing at least 1 month before the date on which suspension is due to take effect. Dispatch of that notification shall open consultations between the Parties through the Joint Committee with a view to finding an amicable solution to their dispute.

4. The activities of Union vessels in Madagascar's fishing zone shall be interrupted for the period of suspension. Union vessels shall leave Madagascar's fishing zone within 24 hours of the suspension taking effect.

5. The Parties shall continue to consult each other with a view to finding an amicable settlement to their dispute. Where such a settlement is reached, application of the Protocol shall resume and the amount of any financial compensation shall be agreed by the Joint Committee.

Article 15
Termination

1. In the event of termination of the Protocol in the situations and under the conditions provided for in Article 21 of the Agreement, the party concerned shall notify the other party in writing of its intention to terminate the Protocol at least 6 months before the date on which such termination would take effect.

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

Article 16
Data protection

1. The Parties shall ensure that the data exchanged under the Agreement is used by the competent authority solely for the purpose of implementing the Fisheries Agreement and, in particular, for management purposes and for fisheries monitoring, control and surveillance (MCS).

2. 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, as well as all commercially sensitive information relating to the communication systems used by the Union, is treated as confidential. The Parties shall ensure that only aggregated data relating to fishing activities in the fishing zone is made public.

3. Personal data must be processed lawfully, fairly and in a transparent manner in relation to the data subject.

4. Personal data exchanged under the Agreement shall be processed in accordance with the provisions set out in Appendix 2 to the Annex to the Protocol. Further safeguards and remedies in relation to personal data and data subjects' rights may be established by the Joint Committee.

5. These provisions shall not prevent the Parties from complying with the obligations of regional fisheries management organisations or regional fisheries organisations to transmit and publish vessel data.

Article 17
Electronic data exchange

1. The Parties undertake to put in place as soon as possible the IT systems necessary for the electronic exchange of all information and documents relating to the implementation of the Agreement.

2. The electronic version of a document shall be considered to be equivalent to the paper version in every respect, subject to guarantees as to the authenticity of the document.

3. The arrangements for the implementation and use of these systems to electronically exchange catch data, catch declarations on entry and exit (via the ERS – electronic reporting system) and vessel positions (via the VMS) and to obtain licences are set out in the Annex and the Appendices thereto.

4. The Parties shall inform each other immediately of any malfunction of an IT system. Information and documents relating to the implementation of the Agreement shall, in that case, be replaced by their paper version or transmitted by other means of communication as defined in the Annex to the Protocol.

Article 18
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 19
Provisional application

This Protocol shall apply provisionally from 1 July 2023 subject to signature by the Parties, or from the date of signature if signed after that date.

Article 20
Authentic texts

This Protocol is drawn up in duplicate in the Bulgarian, Croatian, Czech, Danish, Dutch, English, Estonian, 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.

ANNEX
Conditions for the exercise of fishing activities by European Union vessels in Madagascar's fishing zone

CHAPTER I
General provisions

1. DESIGNATION OF THE COMPETENT AUTHORITY

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

– for the EU: the European Commission, where appropriate through the EU Delegation to Madagascar;

– for the Republic of Madagascar: the Ministry responsible for fisheries.

2. FISHING AUTHORISATION

For the purposes of applying the provisions of this Annex, the term 'fishing authorisation' shall be equivalent to 'licence', as defined in Malagasy legislation.

3. MADAGASCAR'S FISHING ZONE

3.1. The geographical coordinates of Madagascar's fishing zone, as defined in Article 1 of the Agreement, and of the baselines are listed in Appendix 3.

3.2 Areas closed to fishing, such as national parks, marine protected areas and fish breeding grounds, are listed in Appendix 3. In the event of changes to the coordinates in Malagasy legislation, the new coordinates shall be communicated by Madagascar.

3.3 European Union vessels shall carry out their fishing activities in waters beyond:

– 20 nautical miles from the baseline for seiners and surface longliners with a tonnage greater than 100 GT and for surface longliners with a tonnage less than or equal to 100 GT for the western facade from Cap d'Ambre to Cape Sainte Marie;

– 12 nautical miles from the baseline for surface longliners with a tonnage less than or equal to 100 GT for the eastern facade from Cap d'Ambre to Cape Sainte Marie.

3.4 A protection area of 3 nautical miles around anchored fish aggregating devices (FADs) used by Malagasy fishers is established, which Union vessels must not enter. The Malagasy Authority shall notify Union vessels of the position of FADs anchored beyond 9 miles.

3.5. The areas of Leven Bank and Castor Bank, the coordinates of which are indicated in Appendix 3, are reserved only for artisanal and small-scale fishing activities in Madagascar.

4. DESIGNATION OF AN AGENT

Any EU vessel owner applying for a fishing authorisation under the Protocol must be represented by an agent resident in Madagascar.

5. PAYMENTS BY VESSEL OWNERS

– The Malagasy Authority shall notify the EU, before the date of provisional application of the Protocol, of the details of the Public Treasury bank accounts into which the various amounts payable by EU vessel owners are to be paid under the Agreement.

– The Malagasy Authority shall notify the Union authorities of any change to those account details.

– The associated bank transfer costs shall be borne by the vessel owners.

6. CONTACTS

The details of the relevant contact points for implementing the Protocol are set out in Appendix 4.

CHAPTER II
Fishing authorisations

1. CONDITION FOR OBTAINING A FISHING AUTHORISATION – ELIGIBLE VESSELS

The fishing authorisations referred to in Article 6 of the Agreement shall be issued on condition that the vessel is entered in the Union register of fishing vessels and is included in the list of authorised fishing vessels of the Indian Ocean Tuna Commission (IOTC). In addition, the master and the vessel must not be prohibited from fishing in Madagascar's fishing zone.

Fishing vessels shall, where appropriate, have their vessel health approved by the competent health authority of their flag State.

2. APPLICATION FOR A FISHING AUTHORISATION

2.1. The Union authorities shall submit to the Malagasy Authority by electronic means an application for fishing authorisation for each vessel wishing to fish under the Agreement.

2.2. Applications shall contain the information listed in Appendix 5.

2.3. All applications for fishing authorisation shall be accompanied by:

– proof of payment of the flat-rate advance fee for the authorisation period and of the specific contribution provided for in point 6 of Chapter III of the Annex;

– a recent digital colour photograph, with a minimum graphic resolution of 1 400 × 1 050 pixels, showing a side view of the vessel;

– an copy of an up-to-date seaworthiness certificate;

– a copy of the contract concluded with a recruitment company approved in Madagascar, as provided for in point 7 of Chapter V.

3. FEE AND FLAT-RATE ADVANCE FEE

3.1. The fee payable for tuna seiners and surface longliners, in euro per tonne caught in Madagascar's fishing zone, is set at EUR 85/tonne for the entire duration of the Protocol.

3.2. Fishing authorisations shall be issued after payment of the following flat-rate advance fees:

For tuna seiners

– EUR 16°150 per vessel, equivalent to the fees due for 190 tonnes per year

For surface longliners with a tonnage greater than 100 GT

– EUR 4°930 per vessel, equivalent to the fees due for 58 tonnes per year

For surface longliners with a tonnage less than or equal to 100 GT

– EUR 3°145 per vessel, equivalent to the fees due for 37 tonnes per year.

3.3. The amount of the flat-rate fee shall include all national and local taxes with the exception of port taxes, landing taxes, transhipment taxes, and charges for the provision of services.

4. ISSUING OF FISHING AUTHORISATIONS

4.1. Once it has received applications for fishing authorisations, Madagascar shall have 20 working days to issue fishing authorisations for European Union fishing vessels whose applications are eligible.

4.2. An electronic copy of the fishing authorisation shall immediately be transmitted to the Union authority and to the vessel owners or their agents. This electronic copy, which is held on board, shall be valid for a period of 45 calendar days after the date of issue of the fishing authorisation. After that period, the original fishing authorisation must be kept on board. The period may be extended in the case of *force majeure*.

4.3. The original fishing authorisations issued shall be sent to the vessel owners or their agent by Madagascar, where appropriate through the EU Delegation to Madagascar.

4.4. Once the fishing authorisation has been issued, Madagascar shall immediately enter the Union vessel in the list of Union vessels authorised to fish in Madagascar's fishing zone. This list shall immediately be sent to the Malagasy fisheries monitoring centre (FMC) and to the Union. Madagascar shall regularly update the list of vessels authorised to fish. The new list shall immediately be sent to the FMC and to the Union.

5. TRANSFER OF FISHING AUTHORISATIONS

5.1. Fishing authorisations shall be issued for a given vessel and shall not be transferable.

5.2. However, at the request of the EU and in the event of proven *force majeure*, in particular the loss or prolonged immobilisation of a vessel due to a serious technical failure, the fishing authorisation of one vessel shall be replaced by a new authorisation for another vessel of the same category as that of the vessel to be replaced, with no further fee being due.

5.3. In that case, the calculation of the level of catches for the purpose of determining any additional payment shall take into account the sum of the total catches of the two vessels in Madagascar's fishing zone.

5.4. The previous authorisation shall cease to be valid on the day on which the replacement authorisation is issued.

5.5. The vessel owner, their agent and the Union authority shall be informed of the replacement of fishing authorisations.

5.6. The owner of the vessel concerned or their agent shall return fishing authorisations which have ceased to be valid to the Malagasy Authority, where appropriate through the EU Delegation to Madagascar.

5.7. The list of authorised vessels shall be updated accordingly by the Malagasy Authority.

6. PERIOD OF VALIDITY OF FISHING AUTHORISATIONS

6.1. Fishing authorisations shall be drawn up for an annual period as follows:

– for the 1st year of application of the Protocol, the period between the date of its provisional application and 31 December of the same year;

– thereafter each complete calendar year;

– for the last year of application of the Protocol, the period between 1 January and the date of expiry of the Protocol.

7. DOCUMENTS TO BE HELD ON BOARD THE VESSEL

The following documents shall be held on board at all times when Union vessels are in Madagascar's fishing zone:

– the original fishing authorisation, or a copy thereof in accordance with the conditions laid down in point 4.2;

– the seaworthiness certificate of the vessel;

– the crew list;

– the electronic fishing logbook;

– the Community fishing licence issued by its flag State;

– a plan of the vessel's capacity, in the form of up-to-date drawings or descriptions of the layout of the fishing vessel, and in particular the number of fish holds, with the storage capacity expressed in cubic metres.

8. SUPPORT VESSELS

8.1. Madagascar shall authorise European Union fishing vessels holding a fishing authorisation to be assisted by support vessels under the conditions and limits laid down by the IOTC. In the event of changes in Malagasy legislation making those limits or conditions more stringent, the amendments to the legislation or the new legislation shall be notified and shall apply in accordance with the provisions of Article 8 of the Agreement.

8.2. Support vessels must fly the flag of an EU Member State and must not be equipped for fishing. The support provided must not include refuelling or the transhipment of catches.

8.3. Support vessels shall, to the extent applicable, be subject to the same procedure governing the sending of applications for fishing authorisations as set out in this Chapter. Madagascar shall draw up a list of authorised support vessels and send it

immediately to the EU.

8.4. The annual licence fee applicable to support vessels shall be EUR 5 000.

9. IMPLEMENTATION OF AN AUTOMATED ELECTRONIC SYSTEM FOR THE MANAGEMENT OF AUTHORISATIONS

9.1. The Parties shall endeavour to use the LICENCE system made available by the European Commission for the electronic transmission of applications for authorisations and notifications of issue.

9.2 On a transitional basis until the Parties use the LICENCE system, electronic exchanges between the Parties shall take place by email.

CHAPTER III
Technical conservation measures

1. European Union vessels authorised in Madagascar's fishing zone shall comply with all technical conservation measures, resolutions and recommendations issued by the IOTC and the Malagasy legislation applicable to them.

2. The applicable technical measures are defined, for each fishing category, in the datasheets contained in Appendix 1.

3. The deployment and use of such artificial drifting FADs shall be authorised under this Agreement. They shall comply with relevant IOTC resolutions and recommendations. In particular, in order to limit their impact on the ecosystems and reduce the amount of synthetic marine litter, the FADs shall be constructed with non-entangling, natural or biodegradable non-plastic materials, with the exception of the beacons. They shall avoid cetaceans, sharks or turtles being caught accidentally.

4. However, Madagascar reserves the right to propose more stringent measures on the basis of reliable scientific recommendations.

5. Moreover, at the start of the fishing season, vessel owners shall inform the Malagasy FMC of the number of FADs that they intend to have deployed by each support vessel in Madagascar's fishing zone. The number of FADs recovered shall also be declared after the end of that season.

6. For the purposes of environmental management and the protection of marine ecosystems in Malagasy waters, Union vessel owners shall annually pay a specific contribution, the total estimated amount of which should be approximately EUR 200 000. The contribution of each vessel shall be based on its gross tonnage and shall amount to EUR 2.50 per GT. The contribution shall be paid together with the advance. The funds shall be administered by the Malagasy agency responsible for fisheries and aquaculture and paid into the bank account intended for sectoral support referred to in Article 6(4)(b) of the Protocol.

7. The Malagasy Authority shall inform the Joint Committee of the action programme financed by this specific contribution and shall report on its use, achievements and impact. It shall promote and ensure the visibility of the activities carried out.

CHAPTER IV

Section 1
Reporting of catches and fishing effort

1. FISHING LOGBOOK

1.1. The master of an EU fishing vessel fishing under the Agreement shall keep a fishing logbook in accordance with the relevant IOTC resolutions.

1.2. The fishing logbook shall be completed by the master for each day the vessel is present in Madagascar's fishing zone.

1.3. On each day the master shall record in the fishing logbook:

— the quantities in kilograms of live weight of each (main or by-catch) species caught and kept on board, identified by its FAO 3-alpha code;

— the quantities expressed in kilograms of live weight or, where appropriate, the number of individual fish of each species discarded;

— zero catches, in accordance with the relevant provisions of the IOTC.

1.4. The vessel owner and its master shall be jointly liable for the accuracy of the data recorded in the fishing logbook.

2. CATCH REPORTING

2.1 The master shall notify the vessel's catch to the Malagasy FMC and the Ministry's statistical service:

– each week while it is present in Madagascar's fishing zone;

– immediately on passing through a Malagasy port;

– within 24 hours of leaving Madagascar's fishing zone without first passing through a Malagasy port.

2.2. If the provisions on catch reporting are not complied with, including if the reporting is non-compliant, Madagascar may suspend the fishing authorisation of the vessel concerned without prejudice to the possible application of penalties provided for in Malagasy legislation. If the offence is repeated, Madagascar may refuse to renew the fishing authorisation.

2.3. The Malagasy Authority shall notify the vessel owner and inform the Union authorities of any penalty imposed in this context.

3. OPERATION OF AN ELECTRONIC REPORTING SYSTEM (ERS) FOR FISHING DATA

The Parties agree to use an electronic system for reporting fishing data based on the guidelines set out in Appendix 6. The Parties shall inform each other when this system is operational. ERS reporting shall then replace the catch reporting provided for in point 2 of this Chapter.

4. QUARTERLY CATCH REPORTING

4.1. The Union authorities shall notify Madagascar, before the end of the 3rd month of each quarter, of the catch data for each category provided for in the Protocol corresponding to the months of the preceding quarter or quarters of the current year. That data shall be presented monthly, by vessel and by species indicated by its FAO code, in accordance with the template in Appendix 7.

4.2. This aggregated data from the fishing logbooks shall be considered provisional until the Union authorities have submitted a final annual statement of catches and fishing effort.

5. STATEMENT OF ANNUAL CATCHES AND FEES FOR UNION VESSELS

5.1. The Union authorities shall draw up a final statement of the annual catches and fees owed by each vessel in respect of its annual season for the previous calendar year, on the basis of catch data validated by the national administrations of the flag States.

5.2. This final statement of catches and fees shall be sent by the Union authorities to the Malagasy Authority for confirmation before 30 April of the year following that in which the catches were made.

5.3. The Malagasy Authority shall notify the Union authorities that it has received those reports and that statement and may request any clarification it deems necessary within 2 months.

5.3.1. In such cases, the Union authorities shall contact the administrations of the flag States and the relevant national institutes of the Union and shall send the Malagasy Authority the additional information requested within 20 working days.

5.3.2 A special meeting of the scientific working group, to which representatives of the relevant national institutes of the Union and Madagascar are invited, may, where appropriate, be called for the purpose of examining the catch data and methodologies used for cross-checking information.

5.4. After receiving the additional information referred to in paragraph 5.3.1, Madagascar shall have 30 working days to contest the annual reporting of catches and the final statement of fees, on the basis of documentary evidence.

5.4.1. If, after that period, the annual reporting of catches and fishing effort and the final statement have not been contested, the Parties shall consider them to have been adopted.

5.4.2. In the event of disagreement, the Parties shall consult each other in the Joint Committee.

5.5. Where the final statement is greater than the flat-rate fee paid in advance to obtain the fishing authorisation, the vessel owner shall pay the outstanding balance to Madagascar no later than 30 days after the Parties have agreed to the statement. 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.

Section 2
Entering and leaving Madagascar's fishing zone

1. Masters of Union fishing vessels operating under the Protocol in Madagascar's fishing zone shall notify the Malagasy FMC at least 3 hours in advance of their intention to enter or leave Madagascar's fishing zone.

2. When notifying entry into or exit from Madagascar's fishing zone, masters of vessels shall also communicate, using the report formats set out in Appendix 8, the estimated position of entry into or exit from the zone and the estimated quantities of each species kept on board, identified by its FAO 3-alpha code and expressed in kilograms of live weight, or, where appropriate, the number of individual fish.

3. Vessel owners and masters not complying with these provisions or making fraudulent reports shall be liable to the penalties provided for in Malagasy legislation.

4. Any vessel found to be fishing without having notified the Malagasy FMC shall be liable to the penalties provided for by Malagasy legislation. The Malagasy Authority may suspend the fishing authorisation of the vessel concerned. If the offence is repeated, it may refuse to renew the fishing authorisation.

5. The vessel's crew list shall be transmitted upon entry into Madagascar's fishing zone.

6. The information shall be communicated either by ERS or by email or radio message to the addresses listed in Appendix 4. The Malagasy Authority shall immediately inform the vessels concerned and the Union authorities of any change in the email address or radio frequency.

7. The Malagasy authorities shall acknowledge receipt of the email by return.

Section 3
Transhipment and landings

1. Any transhipment operation at sea shall be prohibited.

2. Transhipment in a designated port in Madagascar may be carried out after prior authorisation from the Malagasy FMC and under the supervision of the fishing inspectors and the Malagasy fisheries health authority.

3. The designated fishing ports for such transhipment and landing operations are Antsiranana, Toliara, Ehoala, Toamasina and Mahajanga.

4. Owners of a European Union fishing vessel, or their representative, wishing to land or tranship in a Malagasy port shall simultaneously provide the FMC and the port authority in Madagascar, at least 72 hours in advance, with the following information, in accordance with the PSMA, where appropriate by ERS transmission, in particular:

- the name of the fishing vessel to be transhipped or landed and the number of its registration in the IOTC register of fishing vessels;
- the port of transhipment or landing and, where applicable, the name of the cargo vessel;
- the date and time scheduled for the transhipment or landing;

– the quantity of each species to be transhipped or landed, identified by its FAO 3-alpha code and expressed in kilograms of live weight, or, where appropriate, the number of individual fish;

– the presentation and destination of catches transhipped or landed.

These provisions shall be without prejudice to the obligations to provide documents for entry into port to the competent authorities.

5. After examining the information referred to in point 4 and within 24 hours of notification, the Malagasy FMC shall issue the vessel owner or their representative with prior authorisation for transhipment or landing.

6. Transhipment and landing shall be considered as an exit from Madagascar's fishing zone. To that end, the provisions referred to in Section 2 of this Chapter shall apply.

7. Following transhipment or landing, vessel owners or their representative shall notify the FMC and the maritime and port authority of their intention either to continue fishing in Madagascar's fishing zone or to leave the zone.

8. Any transhipment or landing operation not complying with the provisions of points 1 to 7 above shall be prohibited in Madagascar's fishing zone. Any person infringing this provision shall be liable to the penalties provided for in Malagasy law.

9. EU fishing vessels undertake to make part of their by-catch available to local processing companies at local market prices. The Regional Directorates of the Ministry responsible for fisheries in Madagascar shall, at the request of the owners of Union fishing vessels, provide a list of such companies and their contact details.

Section 4
Satellite-based vessel monitoring system (VMS)

1. VESSEL POSITION MESSAGES – VMS

1.1. Union vessels holding an authorisation must be equipped with a satellite-based vessel monitoring system (VMS) to enable automatic and continuous communication of their position, every hour, to the fisheries monitoring centre (FMC) of the flag State.

1.2. Each position message shall be configured in accordance with the format set out in Appendix 9 to this Annex and contain:

– the vessel identification;

– the most recent geographical position of the vessel (longitude, latitude), with a margin of error of less than 500 metres and a confidence interval of 99%;

– the date and time the position is recorded;

– the speed and course of the vessel.

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

1.4. The FMC of the flag State shall ensure the automatic processing and, if necessary, the electronic transmission of the position messages. The position messages shall be

recorded in a secure manner and be saved for a period of 3 years.

2. TRANSMISSION BY THE VESSEL IN THE EVENT OF BREAKDOWN OF THE VMS

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

2.2. Union vessels with a defective VMS shall not be authorised to enter Madagascar's fishing zone.

2.3. The Malagasy FMC must be notified immediately of any breakdown after entry into Madagascar's fishing zone. The VMS of the vessel shall be repaired or replaced within 15 days. After that period, or if it breaks down several times in succession, the vessel shall no longer be authorised to fish in Madagascar's fishing zone.

2.4. Vessels with a defective VMS shall communicate their position messages by email or radio to the FMC of the flag State and Madagascar, at least every 4 hours, providing all the compulsory information listed in paragraph 1.2 of this Section.

3. SECURE COMMUNICATION OF POSITION MESSAGES TO MADAGASCAR

3.1. The FMC of the flag State shall automatically send the position messages of the vessels concerned to the Malagasy FMC. The FMCs of the flag State and Madagascar shall exchange their contact email addresses and inform each other without delay of any change to those addresses.

3.2. Position messages shall be transmitted between the FMCs of the flag State and Madagascar electronically using a secure communication system via the electronic network made available by the European Commission for exchanging fisheries data in a standardised form.

3.3. The Malagasy FMC shall inform the FMC of the flag State of any interruption in the receipt of consecutive position messages from a vessel holding a fishing authorisation, where the vessel concerned has not notified its departure from Madagascar's fishing zone.

4. MALFUNCTION OF THE COMMUNICATION SYSTEM

4.1. The Parties shall ensure that their electronic equipment is compatible with the fishing data reporting standard.

4.2 The Parties shall inform each other without delay of any malfunction of the position message communication systems with a view to finding a technical solution as soon as possible.

4.3. The master 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 Malagasy legislation. The master may not be held liable for any malfunctioning of the communication systems referred to in the previous point.

4.4. The Joint Committee shall deal with any dispute that may arise.

5. REVISION OF THE FREQUENCY OF POSITION MESSAGES

5.1. On the basis of documentary evidence pointing to an infringement, the Malagasy FMC may ask the FMC of the flag State, copying in the Union, to reduce the interval for sending position messages from a vessel to every 30 minutes for a set period of investigation.

5.2. This evidence shall be sent by the Malagasy FMC to the FMC of the flag State and to the Union authorities.

5.3. The FMC of the flag State shall immediately send the position messages to the Malagasy FMC at the reduced frequency.

5.4. The Malagasy FMC shall immediately notify the FMC of the flag State and the EU of the end of the inspection procedure.

5.5. At the end of the set investigation period, the Malagasy FMC shall inform the FMC of the flag State and the EU of any follow-up.

6. VALIDITY OF VMS MESSAGES IN THE CASE OF DISPUTE

The position data provided by the VMS shall be considered reliable in the case of dispute between the Parties.

Section 5
Observers

1. OBSERVATION OF FISHING ACTIVITIES

1.1. The Parties acknowledge the importance of complying with the national observer programme and the obligations arising from the relevant IOTC resolutions with regard to the scientific observer programme.

1.2. For these purposes:

1.2.1. Each vessel shall take on board a fishing observer while it is present in Madagascar's fishing zone. At least 30% of vessels shall take on board observers designated by the competent Malagasy authority. For the remaining 70%, observer coverage shall be organised as appropriate through regional or electronic observer programmes.

1.2.2. Observers shall have the task of ensuring the application of the provisions referred to in point 1.1 or of any other need to collect scientific information identified by the relevant national institute in Madagascar or by the joint scientific working group.

2. DESIGNATED VESSELS AND OBSERVERS

2.1. When fishing authorisations are issued, the Malagasy Authority shall publish and, where appropriate, update a list of vessels selected to take an observer from Madagascar on board in compliance with the objectives referred to in point 1.2.1 above.

2.2. The Malagasy Authority shall send that list by electronic means to the Union authorities and to the vessel owners concerned as soon as it has been published or

updated. If one of the vessels selected has a lack of space that is duly documented as being due to safety requirements, relating, in particular, to acts of piracy, the Malagasy Authority shall amend the list of vessels selected in order to take account of this situation, while ensuring that the objective referred to point 1.2.1 is met.

2.3. Once the list of fishing vessels selected to take an observer on board has been finalised, Madagascar shall at the same time inform the vessel owners concerned, or their agent, of the vessels which must take on board an observer designated in accordance with point 1.2.1.

2.4. Once the embarkation date has been agreed between the Malagasy Authority and the vessel owner selected as referred to in point 7.2 of this Section, Madagascar shall notify the Union and the owner concerned, or their agent, of the name and contact details of the designated observer.

2.5. The Malagasy Authority shall inform the Union authorities and the vessel owners concerned, or their agent, without delay of any changes to the list of designated vessels and observers.

2.6. A Union fishing vessel designated to take an observer on board shall be exempt from that obligation if an observer is already on board and remains there for the entire planned period, provided that the observer is recognised through a regional observer programme to which Madagascar is party.

2.7. Observers shall not spend more time on board a vessel than is necessary to carry out their duties.

3. FINANCIAL CONTRIBUTION BY VESSEL OWNERS

3.1. Vessel owners shall contribute EUR 30 for each day spent on board by each Malagasy observer. This sum shall be paid by the vessel owners to the observers programme administered by the Malagasy FMC.

3.2. All costs of taking Malagasy observers aboard and putting them ashore between the port of embarkation or disembarkation and their usual place of residence shall be borne by the vessel owner.

4. SALARIES AND SOCIAL SECURITY CONTRIBUTIONS OF OBSERVERS

Salaries and social security contributions of observers designated by Madagascar shall be borne by the Malagasy authorities.

5. EMBARKATION CONDITIONS

5.1. The embarkation conditions for observers, in particular how long they remain on board, shall be defined by mutual agreement between vessel owners or their agent and the Malagasy authorities.

5.2. Observers shall be treated on board in the same way as officers. However, account must be taken of the technical structure of the vessel when the observer is received on board.

5.3. Vessel owners shall bear the costs of providing accommodation and food for observers on board.

5.4. Masters shall take all measures for which they are responsible in order to ensure observers' physical safety and welfare.

5.5. Masters shall make available to observers all facilities necessary for the performance of their duties and shall provide them with access to means of communication, documents on board the vessel and documents relating to the vessel's fishing activities, in particular the fishing logbook, freeze log and navigation log, and to the parts of the vessel directly related to their duties.

6. OBSERVERS' OBLIGATIONS

While on board, observers shall:

– take all appropriate measures so as not to interrupt or hinder fishing operations;

– respect on-board property and equipment;

– respect the confidential nature of any document belonging to the vessel.

7. EMBARKATION AND LANDING OF OBSERVERS

7.1. Observers shall be taken on board at a port chosen by the vessel owner.

7.2. Vessel owners or their representative shall give the Malagasy FMC 15 days' notice of the date, time and port of embarkation of observers. The travel and transit costs (including the costs of accommodation and food) incurred by observers taken on board in a foreign country in order to reach the port of embarkation shall be borne by the vessel owner.

7.3. If an observer fails to report for embarkation within 12 hours of the scheduled date and time, the master, the vessel owner or their representative shall immediately notify the Malagasy FMC in order to find a solution by mutual agreement.

7.4. If an observer is not put ashore in a Malagasy port, the vessel owner shall bear the travel and transit costs (including the costs of accommodation and food) incurred by them in order to reach their usual place of residence in Madagascar.

7.5. If a vessel does not arrive at the agreed time at a previously agreed port to take an observer on board, the owner shall pay the costs relating to the observer's inability to board while waiting at the port (accommodation, food).

7.6. If a vessel does not appear, the vessel owner shall immediately inform the Malagasy FMC. The Malagasy authorities may suspend the fishing authorisation of the vessel concerned and apply the penalties provided for by the Malagasy legislation in force, except in cases of *force majeure* notified to the Malagasy FMC. In the latter case, the vessel owner and the Malagasy Authority shall agree a new date for embarkation of the observer, and the vessel must not engage in fishing activities in Madagascar's fishing zone until the observer has been taken on board. Madagascar shall immediately notify the EU and the vessel owner of the measures taken pursuant to this point.

8. DUTIES OF OBSERVERS

8.1. Observers shall perform the following duties:

8.1.1. collating all information relating to the vessel's fishing activities, in particular

as regards:

– the fishing gear used;

– the position of the vessel during fishing operations;

– the volumes or, where appropriate, the number of fish caught for each target species and each associated species, as well as the number of accidental catches and by-catches;

– the estimated number of catches retained on board and discards;

8.1.2. conducting biological sampling provided for in scientific programmes.

8.2. Observers shall communicate their observations, including the number of catches and by-catches on board and any other duties required by the Malagasy FMC, on a daily basis by radio or email while the vessel is operating in Madagascar's fishing zone.

9. OBSERVERS' REPORTS

9.1. Before leaving the vessel, observers shall submit a report on their observations to the master of the vessel. The master of the vessel shall have the right to add comments to the observer's report. The report shall be signed by the observer and the master, who will receive a copy of the report. If the master refuses to sign the observer's report, they must write the reasons for their refusal on the report, along with the words 'refused to sign'.

9.2. Observers shall send their report to the Malagasy FMC, which shall forward a copy of it to the Union authorities within 15 working days of the observer being put ashore.

Section 6
Inspections at sea or in port

1. Inspections at sea in Madagascar's fishing zone, or in port, in dock or in harbour, of European Union vessels holding a valid fishing authorisation shall be carried out by authorised fishing vessels and inspectors from Madagascar.

2. Before going on board a Union vessel, Malagasy inspectors shall inform the master of their intention to carry out an inspection. Before the inspection begins, the inspectors must prove their identity and qualifications and present their mission order.

3. The inspectors shall stay on board the Union vessel only for as long as is necessary to carry out the tasks associated with the inspection. They shall carry out the inspection in such a way as to minimise the impact on the vessel and its fishing activity and cargo.

3.1. Masters of Union vessels shall allow inspectors to come on board and carry out their work.

3.2. At the end of each inspection, the inspectors shall draw up an inspection report. Masters of Union vessels shall have the right to add comments to the inspection report. The inspection report shall be signed by the inspector who drew up the report and the master of the European Union fishing vessel. If the master refuses to sign the inspection report, they must write the reasons for their refusal on the report, along with the words 'refused to sign'.

3.3. Inspectors shall give a copy of the inspection report to the master before leaving an

EU vessel. Madagascar shall send a copy of the inspection report to the Union within a maximum of 8 working days after the inspectors have returned ashore, without prejudice to the provisions referred to in point 1 of Section 7 of this Annex.

4. Madagascar may authorise representatives of the Union or its Member States to participate in an inspection as observers.

5. On the basis of a risk assessment, the Parties may agree to carry out joint inspections on Union vessels, in particular during landing and transhipment operations, in order to ensure compliance with both EU and Malagasy legislation. In the exercise of their duties, inspectors deployed by the Parties shall comply with the provisions on the conduct of inspections laid down in EU and Malagasy legislation, respectively. Such operations shall be carried out under the direction and authority of the Malagasy inspectors. The Parties, in the context of their responsibilities as flag and port States, may decide to cooperate on follow-up actions, in accordance with their applicable legislation. In addition, at the request of the Union authorities, the Malagasy Authority may authorise fisheries inspectors from EU Member States to carry out inspections on Union vessels flying their flag within the limits of their competence under their national law.

Section 7
Infringements

1. HANDLING OF INFRINGEMENTS

1.1. Any infringement committed in Madagascar's fishing zone by a Union vessel shall be the subject of a notification and shall be referred to in an inspection report.

1.2. The notification of the infringement and the penalties imposed on the master or fishing company shall be sent directly to the vessel owners in accordance with the procedures laid down in Malagasy legislation.

1.3. A copy of the inspection report and the notification of the infringement, together with the penalties imposed, shall be transmitted electronically by the Malagasy Authority to the Union within 72 hours.

1.4. The signing of the inspection report by the master, as provided for in point 3.2 of Section 6, shall be without prejudice to the vessel owner's right of defence in respect of the infringement found.

2. DETENTION OF A VESSEL – INFORMATION MEETING

2.1. The Malagasy Authority shall, in application of Malagasy legislation, order any Union vessel found to have committed an infringement to cease its activity in Madagascar's fishing zone and, if the vessel is at sea, to return to a Malagasy port.

2.2. The Malagasy Authority shall notify the Union authorities by electronic means within 24 hours of any detention of a Union vessel. The notification shall refer to the reasons for the arrest and/or detention and be accompanied by evidence of the infringement concerned.

2.3. The Union authorities may ask the Malagasy Authority to organise, as soon as possible after notification that the vessel has been detained, an information meeting to clarify the circumstances which led to the detention and any penalties imposed or intended to be imposed. Representatives of the flag State and the vessel owner may attend that information meeting.

3. PENALTIES FOR INFRINGEMENTS – COMPROMISE PROCEDURE

3.1. The penalty for an established infringement shall be established by Madagascar according to the provisions of Malagasy legislation.

3.2. Where settling the infringement involves legal proceedings, provided that the infringement does not involve a criminal offence, a compromise procedure between the Malagasy Authority and the Union vessel shall take place before the proceedings are launched to determine the terms and level of the penalty. The compromise procedure shall finish at the latest 72 hours after notification that the vessel has been detained.

3.3. A representative of the flag State of the Union vessel may participate in this compromise procedure.

4. LEGAL PROCEEDINGS – BANK SECURITY

4.1. If the compromise procedure fails and the infringement is brought before the competent court, the owner of the vessel that committed the infringement shall deposit a bank security at a bank designated by Madagascar, the amount of which, as set by Madagascar, shall cover the costs associated with the detention of the vessel, the estimated fine and any compensation. The bank security must not be released until the legal proceedings have been concluded.

4.2. The bank security shall be released and returned to the vessel owner as soon as possible after the final judgment has been given and has acquired the authority of *res judicata*:

– in full, if no penalty has been imposed;

– for the amount of the remaining balance, if the penalty is a fine which is lower than the amount of the bank security.

4.3. Madagascar shall inform the Union of the outcome of the legal proceedings within 8 days of the judgment being given.

5. RELEASE OF THE VESSEL AND THE CREW

The vessel and its crew shall be authorised to leave the port once the penalty has been paid in a compromise procedure, or once the bank security has been deposited.

Section 8
Participatory surveillance in the fight against IUU fishing

1. OBJECTIVE

In order to strengthen the monitoring of fishing and the fight against IUU fishing, masters of Union vessels shall report the presence in Madagascar's fishing zone of any vessels which are not on the list provided by Madagascar of foreign vessels authorised to fish in the country's fishing zone.

2. PROCEDURE

2.1. Where the master of a Union fishing vessel observes a fishing vessel engaged in activities that may constitute IUU fishing, they may gather as much information as

possible about this sighting.

2.2. This information shall be sent immediately by electronic means to the Malagasy FMC, to the competent authorities of the flag State of the vessel from which the observation was made, and to the Malagasy authorities, copying in the Union.

3. RECIPROCITY

The Malagasy Authority shall send the Union authorities, as soon as possible, any sighting reports it has on fishing vessels engaged in activities that may constitute IUU fishing in Madagascar's fishing zone.

CHAPTER V

Embarkation of seafarers

1. Principles and objectives underlying the implementation of this Chapter

1.1. The employment and work of seafarers who are nationals of Madagascar on board Union vessels authorised under the Protocol shall be carried out in accordance with the principles laid down in Article 3(4) of the Agreement.

1.2. The Parties undertake to promote the ratification of ILO and IMO conventions applicable to seafarers and to ensure that the implementation of this Chapter is consistent with the principles of those conventions.

1.3. The Parties undertake to promote adequate training of seafarers. Part of the funding earmarked for sectoral support may be used for that purpose.

2. Rules for the embarkation of seafarers from Madagascar

2.1. Vessel owners shall employ seafarers who are nationals of Madagascar to work on board their vessel as crew members for the duration of the vessel's fishing activities in Madagascar's fishing zone.

2.2. For those purposes, the Malagasy Maritime and Port Authority shall send vessel owners a list containing a sufficient number of suitable seafarers who are nationals of Madagascar, meeting the requirements of Appendix 10, and referring to their skill set. If vessel owners are unable to find qualified seafarers available on that list, they shall be exempt from the embarkation requirement under this Chapter after notifying the Malagasy Maritime and Port Authority.

2.3. The minimum number of seafarers to be employed on Union fishing vessels shall be:

- three for each seiner,
- two for each longliner with a tonnage greater than 100 GT.

2.4. Masters shall keep a record of the seafarers working on board their vessel by drawing up a crew list duly signed by the master or any other person authorised by the master. A copy of that record shall be sent to the Malagasy Maritime and Port Authority before the start of fishing trips.

2.5. Vessel owners or the master acting on their behalf shall refuse authorisation to employ on board their vessel Malagasy fishers who do not comply with the requirements laid down in Appendix 10. They shall notify the Malagasy Maritime and Port Authority of that decision.

3. Individual embarkation contracts

3.1. A written individual embarkation contract shall be negotiated and signed between each Malagasy national employed on board and the vessel owner or their representative. The individual contracts may be based on a collective agreement negotiated between the trade unions, in consultation with the competent Malagasy authorities.

3.2. The contracts must comply with the minimum conditions laid down in Appendix 11. Vessel owners or their representatives shall present the contract to the competent Malagasy authority, which shall examine it before embarkation.

3.3. A copy of the contract shall be given to the signatories and to the Malagasy Maritime and Port Authority no later than the 1st working day.

4. Remuneration

4.1. The wages (fixed salary, allowances and various bonuses) of seafarers on board who are nationals of Madagascar shall be paid by the vessel owner.

4.2. The minimum wage paid to seafarers shall be set on the basis of Malagasy legislation, or the ILO standard for seafarers, whichever is higher.

4.3. Wages shall be paid monthly or at shorter regular intervals. Seafarers must have the means to transmit all or part of their payments received, including advances, to their families at no cost.

5. Obligations of vessel owners

5.1. All costs of taking Malagasy nationals aboard and putting them ashore between the port of embarkation or disembarkation and their usual place of residence shall be borne by the vessel owner.

5.2. If the vessel does not arrive at the time and date scheduled for embarkation of a Malagasy national, the vessel owner shall bear the costs (e.g. those of accommodation and food) incurred while waiting in port.

6. Obligations of seafarers

6.1. All Malagasy nationals employed by owners of Union fishing vessels shall report to the master of the designated vessel on the day before their proposed date of embarkation.

6.2. If, as a result of their own actions, a fisher does not arrive at the time and date scheduled for embarkation, the vessel owner shall automatically be released from their obligation to take them on board.

7. Intermediate agents

The owners of Union vessels shall use recruitment companies approved in Madagascar, thus ensuring compliance with this Chapter.

8. Compliance with this Chapter

8.1. The competent authority of both Parties shall ensure that the legislation applicable to seafarers can be accessed easily, in full, transparently and free of charge.

8.2. Under Article 94 of UNCLOS, the authorities of the flag State shall be responsible for the proper application of this Chapter. Those authorities shall exercise their responsibility in accordance with the ILO Guidelines on flag State and port State inspection of working and living conditions on board fishing vessels.

8.3. The Malagasy Maritime and Port Authority shall also ensure that this Chapter is properly applied.

8.4. The Malagasy Authority may refuse to renew the fishing authorisation of any vessel whose owner fails to comply with the obligation to take Malagasy nationals on board.

LIST OF APPENDICES

Appendix 1 – Technical sheet – authorised species

Appendix 2 – Processing of personal data

Appendix 3 – Coordinates of Madagascar's fishing zone, the closed areas of Leven Bank and Castor Bank, and the baselines

Appendix 4 – Details of contact points in Madagascar

Appendix 5 – Information required in applications for authorisation (fishing vessel and support vessel)

Appendix 6 – Guidelines for implementing the electronic reporting system (ERS) for data relating to fishing activities

Appendix 7 – Template for quarterly reporting of aggregated catches

Appendix 8 – Format of entry and exit reports

Appendix 9 – Format of VMS position messages

Appendix 10 – Eligibility conditions for seafarers who are nationals of Madagascar to work on board EU fishing vessels

Appendix 11 – Minimum provisions of contracts of employment for seafarers who are nationals of Madagascar

Appendix 1 – Technical sheet – authorised species

1 – Technical conservation measures	
1.1. Fishing zone	
• Beyond 12 nautical miles from the baseline (only for surface longliners with a tonnage less than 100 GT) on the eastern facade from Cap d'Ambre to Cape Sainte Marie. The longitudinal boundary to be observed shall correspond to the longitude of each of those points set out in Appendix 3, paragraph 3. • Beyond 20 nautical miles from the baseline in other cases. • Fishing zone indicated in Appendix 3. • A protection area of 3 miles around national anchored fish aggregating devices must be observed. • Leven Bank and Castor Bank, the coordinates of which are indicated in Appendix 3, shall be reserved exclusively for artisanal and traditional small-scale fishing activities in Madagascar.	
1.2. Authorised types of gear	
• Seine • Surface longline	
1.3. Authorised species	
Tuna and tuna-like species (tuna, bonito, seerfishes, marlin, swordfish), associated species and fisheries under the management mandate of the Indian Ocean Tuna Commission (IOTC), excluding: — species protected by international conventions; — species whose retention on board, transhipment, landing or full or partial storage is prohibited by the IOTC, in particular species belonging to the *Alopiidae, Sphyrnidae* and *Lamnidae* families; — the following species: *Cetorhinus maximus, Rhincodon typus, Carcharodon carcharias, Carcharhinus falciformis, Carcharhinus longimanus, Isurus oxyrinchus, Isurus paucus.*	
1.4. Catches regulated under quota	
The quantity of sharks authorised to be caught in association with tuna and tuna-like species by surface longliners in Madagascar's fishing zone shall be limited to 220 tonnes per year. If this catch limit is reached, shark fishing shall be closed. Compliance with IOTC recommendations and relevant EU legislation	
2 – Fees to be paid by vessel owners / catch equivalent	
Fee to be paid by vessel owners per tonne caught	• EUR 85/tonne

Flat-rate advances per vessel	• EUR 16 150/year per tuna seiner for a catch tonnage of 190 t • EUR 4 930/year per surface longliner > 100 GT for a catch tonnage of 58 t • EUR 3 145/year per surface longliner ≤ 100 GT for a catch tonnage of 37 t • EUR 5 000/year per support vessel
Number of vessels authorised to fish	• 32 seiner vessels • 13 surface longliner vessels > 100 GT • 20 surface longliner vessels ≤ 100 GT
3 – Other	
Seafarers • Tuna seiners: at least three Malagasy nationals taken on board during the fishing season in Madagascar's fishing zone. • Surface longliners > 100 GT: at least two Malagasy nationals taken on board during the fishing season in Madagascar's fishing zone.	
Specific contribution for environmental management and ecosystem protection: EUR 2.50/GT	
Observers • European Union fishing vessels shall, at the request of the Malagasy authorities, take on board one observer in order to reach the cover rate of 30% of vessels authorised to fish in Madagascar's fishing zone. • The owner of any vessel taking an observer on board shall be asked to pay a contribution of EUR 30 for each day on board. This sum shall be paid to the observers programme administered by the FMC.	

Appendix 2 – Processing of personal data

1. Definitions and scope

1.1. For the purposes of this Appendix, the definitions set out in Article 3 of the Sustainable Fisheries Agreement and the following definitions shall apply:

(a) 'personal data' means any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data;

(b) 'processing' means any operation or set of operations performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction;

(c) 'data breach' means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or otherwise processed.

1.2. The persons concerned by the Protocol are, in particular, natural persons who own fishing vessels, their representatives, the master and crew serving on board fishing vessels operating under the Protocol.

With regard to the implementation of the Protocol, in particular as regards grant applications, monitoring of fishing activities and the fight against illegal fishing, the following data could be exchanged and further processed:

— the identification and contact details of the vessel;

— the activities of a vessel or relating to a vessel, its position and movements, its fishing activity or fishing-related activity, collected through checks, inspections or observers;

— data relating to the owner(s) of the vessel or their representative, such as name, nationality, business contact details and business bank account;

— data relating to the local agent, such as name, nationality and business contact details;

— data relating to masters and crew members, such as name, nationality, position and, in the case of the master, their contact details;

— data relating to seafarers on board, such as name, contact details, training, health certificate.

1.3. The authorities responsible for processing the data are the European Commission and the authority of the flag Member State, for the Union, and the Ministry responsible for fisheries, for Madagascar.

2. Personal data protection safeguards

2.1. Purpose limitation and data minimisation

The personal data requested and transferred under the Protocol shall be adequate, relevant and limited to what is necessary for implementation of the Protocol. The Parties shall exchange personal data under the Protocol only for the specific purposes set out in the Protocol. The data received shall not be further processed in a manner incompatible with those purposes. Upon request, the Malagasy Authority shall inform the Union authorities of how the data provided is used.

2.2. Accuracy

The Parties shall ensure that personal data transferred under the Protocol is accurate, up to date and, where appropriate, regularly updated based on the knowledge of the transferring authority concerned. If one of the Parties finds that the personal data transferred or received is inaccurate, it shall inform the other Party without undue delay.

2.3. Storage limitation

Personal data shall not be kept for longer than is necessary for the purpose for which it was exchanged, up to a maximum of 10 years, unless the personal data is 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 is kept for longer, it shall be anonymised.

2.4. Security and confidentiality

Personal data shall be processed in such a way as to ensure that it is appropriately secure, taking into account the specific risks of processing, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage. The Parties undertake to put in place appropriate technical or organisational measures to ensure that processing is compliant with the provisions of the Protocol. The authorities responsible for processing shall address any data breach and take all measures necessary to mitigate or remedy any adverse effects of a personal data breach. The Malagasy authorities shall notify such a breach to the transferring authority concerned as soon as possible, and the two authorities shall cooperate with each other in a timely manner as necessary for each to comply with its obligations arising from a personal data breach under its national legal framework.

2.5. Both Parties shall ensure that the transferring and receiving authorities take all reasonable steps to ensure that personal data is, as appropriate, rectified or erased without delay if the processing is not compliant with the provisions of the Protocol, in particular because the data is not adequate, relevant or accurate or it is excessive in relation to the purpose of the processing. This shall include the notification of any rectification or erasure to the other Party.

2.6. Transparency

Each Party shall ensure that data subjects are informed of how their personal data will be processed and of their rights under the Annex by means of a general notice, such as the publication of the Protocol, or an individual notice, such as privacy statements to be provided during the fishing licence application process.

2.7. Onward transfer

The Malagasy authorities shall not transfer personal data received under the Protocol to a third party established in a country other than the flag Member States. In exceptional cases where it is deemed necessary, an onward transfer to a third party in a country other than the flag Member State or to an international organisation may be carried out, provided that the transferring authority has given its prior consent and the third party in question provides appropriate assurances consistent with the safeguards in the Annex.

3. Data subject rights

3.1. Access to personal data

At the request of a data subject, the Malagasy authorities must:

(a) confirm to the data subject whether or not personal data relating to the data subject are being processed;

(b) provide information on the purpose of the processing, categories of personal data, storage period (if possible), right to request rectification/deletion, right to lodge a complaint, etc.;

(c) provide a copy of the personal data;

(d) provide general information on the applicable safeguards.

3.2. Correction of personal data

The Malagasy authorities shall, at the request of a data subject, rectify any of the data subject's personal data that is incomplete, inaccurate or obsolete.

3.3. Deletion of personal data

At the request of a data subject, the Malagasy authorities must:

(a) erase any personal data relating to the data subject that has been processed in a manner that is not compliant with the safeguards set out in the Protocol;

(b) erase any personal data relating to the data subject that is no longer necessary for the purposes for which it was lawfully processed.

3.4. Detailed arrangements

The Malagasy authorities shall respond promptly, within a reasonable time frame, to requests from data subjects concerning access to – or rectification or erasure of – their personal data. The Malagasy authorities may take appropriate steps, such as charging reasonable fees to cover administrative costs or refusing to act on a request that is manifestly unfounded or excessive.

3.5. The above rights may be limited if processing is necessary for the prevention, investigation, detection or prosecution of criminal offences or other important supervisory, inspection or regulatory purposes related to the exercise of official authority in such cases. They may also be limited for the protection of data subjects or for the rights and freedoms of others. Such limitations must be provided for by law.

4. Remedies

Data subjects shall have effective and enforceable rights under the applicable legal requirements in the jurisdiction of each authority. The authorities shall provide safeguards to protect personal data through a combination of laws, regulations and their internal policies and procedures. In particular, any complaint against the authorities of the Parties concerning the processing of personal data may be addressed to the European Data Protection Supervisor, in the case of the Union, or to the Malagasy Data Protection Authority, in the case of Madagascar.

Appendix 3 – Coordinates (latitude and longitude) of Madagascar's fishing zone, the closed areas of Leven Bank and Castor Bank, and the baselines

1. **Madagascar's fishing zone**

Point	Latitude (decimal degrees)	Longitude (decimal degrees)		Latitude string	Longitude string
1	−10.3144	49.4408		10° 18' 52" S	049° 26' 27" E
2	−11.0935	50.1877		11° 05' 37" S	050° 11' 16" E
3	−11.5434	50.4776		11° 32' 36" S	050° 28' 39" E
4	−12.7985	53.2164		12° 47' 55" S	053° 12' 59" E
5	−14.0069	52.7392		14° 00' 25" S	052° 44' 21" E
6	−16.1024	52.4145		16° 06' 09" S	052° 24' 52" E
7	−17.3875	52.3847		17° 23' 15" S	052° 23' 05" E
8	−18.2880	52.5550		18° 17' 17" S	052° 33' 18" E
9	−18.7010	52.7866		18° 42' 04" S	052° 47' 12" E
10	−18.8000	52.8000		18° 48' 00" S	052° 47' 60" E
11	−20.4000	52.0000		20° 23' 60" S	052° 00' 00" E
12	−22.3889	51.7197		22° 23' 20" S	051° 43' 11" E
13	−23.2702	51.3943		23° 16' 13" S	051° 23' 39" E
14	−23.6405	51.3390		23° 38' 26" S	051° 20' 20" E
15	−25.1681	50.8964		25° 10' 05" S	050° 53' 47" E
16	−25.4100	50.7773		25° 24' 36" S	050° 46' 38" E
17	−26.2151	50.5157		26° 12' 54" S	050° 30' 57" E
18	−26.9004	50.1112		26° 54' 01" S	050° 06' 40" E
19	−26.9575	50.0255		26° 57' 27" S	050° 01' 32" E
20	−27.4048	49.6781		27° 24' 17" S	049° 40' 41" E
21	−27.7998	49.1927		27° 47' 59" S	049° 11' 34" E
22	−28.1139	48,6014		28° 06' 50" S	048° 36' 05" E
23	−28.7064	46.8002		28° 42' 23" S	046° 48' 01" E
24	−28.8587	46.1839		28° 51' 31" S	046° 11' 02" E
25	−28.9206	45.5510		28° 55' 14" S	045° 33' 04" E
26	−28.9301	44.9085		28° 55' 48" S	044° 54' 31" E
27	−28.8016	44.1090		28° 48' 06" S	044° 06' 32" E
28	−28.2948	42.7551		28° 17' 41" S	042° 45' 18" E
29	−28.0501	42.2459		28° 03' 00" S	042° 14' 45" E
30	−27.8000	41.9000		27° 48' 00" S	041° 53' 60" E
31	−27.5095	41.5404		27° 30' 34" S	041° 32' 25" E
32	−27.0622	41.1644		27° 03' 44" S	041° 09' 52" E
33	−26.4435	40.7183		26° 26' 37" S	040° 43' 06" E
34	−25.7440	40.3590		25° 44' 38" S	040° 21' 32" E
35	−24.8056	41.0598		24° 48' 20" S	041° 03' 35" E
36	−24.2116	41.4440		24° 12' 42" S	041° 26' 38" E
37	−23.6643	41.7153		23° 39' 51" S	041° 42' 55" E
38	−22.6317	41.8386		22° 37' 54" S	041° 50' 19" E
39	−21.7798	41.7652		21° 46' 47" S	041° 45' 55" E
40	−21.3149	41.6927		21° 18' 54" S	041° 41' 34" E
41	−20.9003	41.5831		20° 54' 01" S	041° 34' 59" E

42	−20.6769	41.6124		20° 40' 37" S	041° 36' 45" E
43	−19.6645	41.5654		19° 39' 52" S	041° 33' 55" E
44	−19.2790	41.2489		19° 16' 44" S	041° 14' 56" E
45	−18.6603	42.0531		18° 39' 37" S	042° 03' 11" E
46	−18.0464	42.7813		18° 02' 47" S	042° 46' 53" E
47	−17.7633	43.0335		17° 45' 48" S	043° 02' 01" E
48	−17.2255	43.3119		17° 13' 32" S	043° 18' 43" E
49	−16.7782	43.4356		16° 46' 42" S	043° 26' 08" E
50	−15.3933	42.5195		15° 23' 36" S	042° 31' 10" E
51	−14.4487	43.0263		14° 26' 55" S	043° 01' 35" E
52	−14.4130	43.6069		14° 24' 47" S	043° 36' 25" E
53	−14.5510	44.3684		14° 33' 04" S	044° 22' 06" E
54	−14.5367	45.0275		14° 32' 12" S	045° 01' 39" E
55	−14.3154	45.8555		14° 18' 55" S	045° 51' 20" E
56	−13.8824	46.3861		13° 52' 57" S	046° 23' 10" E
57	−12.8460	46.6944		12° 50' 46" S	046° 41' 40" E
58	−12.6981	47.2079		12° 41' 53" S	047° 12' 28" E
59	−12.4637	47.7409		12° 27' 49" S	047° 44' 27" E
60	−12.0116	47.9670		12° 00' 42" S	047° 58' 01" E
61	−11.0158	48.5552		11° 00' 57" S	048° 33' 19" E
62	−10.3144	49.4408		10° 18' 52" S	049° 26' 27" E

2. Leven Bank and Castor Bank

Geographical coordinates of the area reserved exclusively for small-scale fishing and traditional Malagasy fishing

Point	Latitude	Longitude
1	12°18.44S	47°35.63
2	11°56.64S	47°51.38E
3	11°53S	48°00E
4	12°18S	48°14E
5	12°30S	48°05E
6	12°32S	47°58E
7	12°56S	47°47E
8	13°01S	47°31E
9	12°53S	47°26E

3. Geographical coordinates of the baselines

(Article 3 of Decree No 2018-1008 of 14 August 2018 laying down the baselines from which the width of the various sea areas under the national jurisdiction of the Republic of Madagascar is measured)

Number	Name of the points	Longitude	Latitude
1	Tanjona Bobaomby (Cap d'Ambre)	49°15' E	11°56'S
2	Nosy Anambo	48°39' E	12°16'S
3	Nosy Lava	48°40' E	12°45'S
4	Nosy Ankarea	48°34' E	12°50'S
5	Nosy Fanihy	48°14' E	13°11'S

6	Nosy Iranja	47°48’ E	13°36’S
7	Nosy Lava	47° 35’ E	14°35’S
8	Lohatanjona Maromanjo	46° 28’ E	15°31’S
9	Nosy Makamby	45° 54’ E	15°42’S
10	Tanjona Tanjona	45° 40’ E	15°46’S
11	Tanjona Amparafaka	45° 15’ E	15°56’S
12	Tanjona Vilanandro (Cap Saint-André)	44° 26’ E	16°12’S
13	Nosy Chesterfield	43° 56’ E	16°21’S
14	Nosy Vao	43° 45’ E	17°30’S
15	Nosy Mavony	43° 45’ E	18°19’S
16	Nosy Androtra	43° 48’ E	18°30’S
17	Tanjona Kimby	44° 14’ E	18°53’S
18	Amboanio	44° 13’ E	19°03’S
19	Îlot Indien	44° 22’ E	19°48’S
20	Tanjona Ankarana	44° 07’ E	20°29’S
21	Tanjona Andravoho	43° 50’ E	20°40’S
22	Nosy Andriangory	43° 45’ E	20°50’S
23	Lohatanjona Marohata	43° 29’ E	21°19’S
24	Nosy Lava	43° 16’ E	21°45’S
25	Nosy Andranombolo	43° 12’ E	21°58’S
26	Nosy Hao	43° 11’ E	22°06’S
27	Ambohitsobo	43° 13’ E	22°20’S
28	Solary Avo	43° 17’ E	22°34’S
29	Lohatanjona Rendrehana	43° 21 E	22°49’S
30	Toliara (Tuléar)	43° 38’ E	23°22’S
31	Nosy Ve	43° 36’ E	23°38’S
32	Falaise de Lanivato	43° 40’ E	24°20’S
33	Miary	43° 41’ E	24°23’S
34	Helodrano Salapaly	43° 54’ E	24°43’S
35	Helodrano Langarano	44° 01’ E	25°02’S
36	Nosy Manitse	44° 13’ E	25°14’S
37	Lohatonjano Fenambosy	44° 19’ E	25°16’S
38	Tanjona Vohimena (Cape Sainte Marie)	45° 10’ E	25°36’S
39	Betanty (Faux Cap)	45° 31’ E	25°35’S
40	Helodrano Ranofotsy	46° 43’ E	25°11’S
41	Tanjona Ranavalona	46° 58’ E	25°05’S
42	Lohatanjona Evatra (Pointe Itaperina)	47° 06’ E	25°00’S
43	Tanjona Manafiafy (Cap Sainte Luce)	47° 13' E	24° 46' S
44	Mahavelona (Foulpointe)	49° 32' E	17° 41' S
45	Lohatanjona Vohibato	49° 49’ E	17°07’S
46	Fitariho	49° 55’ E	16°56’S
47	Lohatanjona Antsirakakambana (Pointe Albrand)	50° 02’ E	16°42’S
48	Tanjona Belao (Cap Bellone)	49° 52’ E	16°13’S
49	Nosy Nepato	50° 14’ E	16°00’S
50	Tanjona Tanjondaingo	50° 21’ E	15°49’S

51	Nosy Voara	50° 28’ E	15°28’S
52	Nosy Ngontsy	50° 29’ E	15°15’S
53	Lohatanjona Ampandrozonana	50° 12’ E	14°18’S
54	Mahavanona	50° 08’ E	13°48’S
55	Iharana (Vohemar)	50° 01’ E	13°21’S
56	Nosy Manampaho	49° 53’ E	12°48’S
57	Ambatonjanahary	49° 18’ E	11°58’S

Appendix 4 – Details of contact points in Madagascar

1. Ministry responsible for fisheries

Postal address: Rue Farafaty, Ampandrianomby, Antananarivo 101

Email: mpeb.sp@gmail.com

2. For applications for fishing authorisations

Postal address: Rue Farafaty, Ampandrianomby, Antananarivo 101

Email: sgpt.dp.mrhp@gmail.com

3. Statistical service responsible for fisheries

Email: snstatpecheaqua@gmail.com

Tel. +261 340556382

4. Malagasy Agency for Fisheries and Aquaculture

Postal address: Lot Près IIA122 Nanisana Antananarivo 101

Email: mpeb.ampa@gmail.com ;

Tel. +261 340557989

5. Maritime and River Port Agency (Agence Portuaire Maritime et Fluviale – APMF)

Postal address: Immeuble APMF, Route des hydrocarbures, Alarobia Ivandry, Antananarivo 101, BP: 581

Email: apmf@apmf.mg

Tel. +261 321125700

6. Fisheries monitoring centre (FMC) and entry and exit notification

Postal address: Rue Farafaty, Ampandrianomby, Antananarivo 101

Email: csp-mprh@madagascar-scs-peche.mg

Tel. +261 320723150

7. Fisheries health authority (Autorité Sanitaire Halieutique – ASH)

Postal address: Rue Farafaty, Ampandrianomby, Antananarivo 101

Email: christiane.rakotoarivony@ash.mg

Tel. +261 0340580048

Appendix 5 – Information required in applications for authorisation (fishing vessel and support vessel)

Each application for a fishing authorisation shall contain the following information:

(1) Name of applicant

(2) Address of applicant

(3) Name of agent in Madagascar

(4) Address of agent in Madagascar

(5) Name of vessel

(6) Type of vessel

(7) Flag State

(8) Port of registration

(9) Registration number

(10) Fishing vessel external marking

(11) International radio call sign

(12) Radio frequency

(13) Vessel satellite phone number

(14) Vessel email

(15) IMO number (if applicable)

(16) Length overall of vessel

(17) Width of vessel

(18) Engine model

(19) Engine power (kW)

(20) Gross tonnage (GT)

(21) Minimum crew

(22) Name of master

(23) Fishing category

(24) Species targeted

(25) Start date of requested period

(26) End date of requested period

Appendix 6 – Guidelines for implementing the electronic reporting system (ERS) for data relating to fishing activities

1. General provisions

1.1. All Union fishing vessels must be equipped with an electronic system, hereinafter referred to as an 'ERS', capable of recording and transmitting data relating to the fishing activity of the vessel, hereinafter referred to as 'ERS data', when the vessel is operating in Madagascar's fishing zone.

1.2. An EU vessel that is not equipped with an ERS, or whose ERS is not working, shall not be authorised to enter Madagascar's fishing zone in order to engage in fishing activities.

1.3. ERS data shall be transmitted in accordance with the procedures of the vessel's flag State, i.e. they shall first be sent to the fisheries monitoring centre (FMC) of the flag State, which will make them automatically available to the Malagasy FMC.

1.4. The flag State and Madagascar shall ensure that their FMCs have the necessary IT equipment and software to automatically transmit ERS data in XML format, and shall have a backup procedure in place capable of recording and storing ERS data in a format which will be computer-readable for at least 3 years.

1.5. ERS data must be transmitted using the electronic means of communication operated by the European Commission on behalf of the EU.

1.6. The flag State and Madagascar shall each designate an ERS correspondent who will act as the point of contact.

(a) ERS correspondents shall be designated for a minimum period of 6 months.

(b) The FMCs of the flag State and Madagascar shall notify each other of the contact details (name, address, telephone and fax numbers, email address) of their ERS correspondent, before the supplier starts production of the ERS.

(c) Any changes to the contact details of the ERS correspondent must be notified immediately.

2. Producing and sending ERS data

2.1. Union fishing vessels shall:

(a) communicate on a daily basis the ERS data for each day spent in Madagascar's fishing zone;

(b) record the quantity of each species caught and kept on board as target species or by-catch, or discarded, for each fishing operation;

(c) also declare zero catches of each species identified in the fishing authorisation issued by Madagascar;

(d) identify each species by its FAO 3-alpha code;

(e) express the quantities in kilograms of live weight or, if necessary, the number of individual fish;

(f) record, in the ERS data, the quantity transhipped and/or landed of each species;

(g) record, in the ERS data, a specific message declaring the quantities held on board of each species specified in the fishing authorisation issued by Madagascar each time a vessel enters (COE message) or leaves (COX message) Madagascar's fishing zone;

(h) transmit ERS data on a daily basis to the FMC of the flag State, in the format referred to in paragraph 1.4 above, by 23:59 UTC at the latest.

2.2. The master is responsible for the accuracy of the ERS data recorded and sent.

2.3. The FMC of the flag State shall send the ERS data to the Malagasy FMC automatically and without delay.

2.4. The Malagasy FMC shall confirm that it has received the ERS data by means of a return message and shall handle all such data confidentially.

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

3.1. The flag State shall immediately inform the master and/or owner of a vessel flying its flag, or their agent, of any technical failure of the ERS installed on board or breakdown in transmission of ERS data between the vessel and the FMC of the flag State.

3.2. The flag State shall inform Madagascar of the failure detected and the corrective measures taken.

3.3. In the event of a breakdown in the on-board ERS, the master and/or owner shall ensure that the ERS is repaired or replaced within 10 days. If the vessel puts in at a port within that 10-day period, it may resume fishing activity in Madagascar's fishing zone only once its VMS is in perfect working order, unless Madagascar authorises otherwise.

(a) Following a technical failure in its ERS, a fishing vessel must not leave port until its ERS is in working order again, to the satisfaction of the flag State and Madagascar, or

(b) it receives authorisation to leave from the flag State. In the latter case, the flag State shall inform Madagascar of its decision before the vessel leaves.

3.4. Any EU vessel operating in Madagascar's fishing zone with a faulty ERS must transmit all ERS data on a daily basis and by 23:59 UTC at the latest to the FMC of the flag State by any other available means of electronic communication accessible by the Malagasy FMC.

3.5. Any ERS data that could not be made available to Madagascar via the ERS owing to the failure of the system shall be transmitted by the FMC of the flag State to the Malagasy FMC by another mutually agreed form of electronic communication. This alternative transmission shall be considered a priority, it being understood that it may not be possible to comply with the transmission deadlines usually applicable.

3.6. If the Malagasy FMC does not receive ERS data from a vessel for 3 consecutive days, Madagascar may instruct the vessel to immediately call at a port of its choosing in order to investigate.

4. FMC failure – ERS data not received by Malagasy FMC

4.1. In the event that ERS data is not received by one FMC, its ERS correspondent shall immediately inform the ERS correspondent for the other FMC, and if necessary they shall work together to resolve the problem.

4.2. Before the ERS becomes operational, the FMC of the flag State and the Malagasy FMC shall mutually agree on the alternative means of electronic communication to be used in order to transmit ERS data in the event of an FMC failure, and shall immediately inform each other of any changes thereto.

4.3. If the Malagasy FMC reports that ERS data has not been received, the FMC of the flag State shall identify the causes of the problem and take appropriate measures to resolve it. The FMC of the flag State shall inform the Malagasy FMC and the EU of the outcome of the measures taken within 24 hours of the failure being recognised.

4.4. If the problem requires more than 24 hours to resolve, the FMC of the flag State shall immediately transmit the missing ERS data to the Malagasy FMC using one of the alternative means of electronic communication referred to in paragraph 3.5 above.

4.5. Madagascar shall inform its competent monitoring services (CMSs) so that EU vessels are not considered by the Malagasy FMC to be in violation of their obligations for not transmitting ERS data owing to a failure in one of the FMCs.

5. FMC maintenance

5.1. Planned maintenance at one FMC (maintenance programme) that may affect the exchange of ERS data must be notified to the other FMC at least 72 hours in advance, indicating, where possible, the date and duration of the maintenance work. Information about unplanned maintenance work shall be sent to the other FMC as soon as possible.

5.2. During the maintenance work, the provision of ERS data may be put on hold until the system is operational again. The relevant ERS data shall be made available immediately after the maintenance work has been completed.

5.3. If the maintenance work takes more than 24 hours, ERS data shall be sent to the other FMC using one of the alternative means of electronic communication referred to in paragraph 3.5 above.

5.4. Madagascar shall inform its competent monitoring services (CMSs) so that EU vessels are not considered to be in violation of their obligations for not transmitting ERS data owing to the maintenance of an FMC.

6. Routing of ERS data to Madagascar

6.1. ERS data shall be transmitted from the flag State to Madagascar using the means made available by the European Commission.

6.2. For the purposes of managing the fishing activities of the EU fleet, this data shall be stored and made available for consultation by authorised European Commission staff, on behalf of the European Union.

7. Use of the UN/FLUX standard and the EU/FLUX network

7.1. The UN/FLUX (United Nations Fisheries Language for Universal eXchange) standard and the EU/FLUX exchange network may be used to exchange vessel positions and electronic logbooks when fully operational.

7.2. 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.

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

7.4. Transitional measures may be used until the changeover to the UN/FLUX standard for each component (positions, fishing logbook). The Malagasy Authority shall determine the period necessary for this transition, taking account of any technical constraints. It 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 7 – Template for quarterly reporting by the EU of provisional monthly aggregated catches

	Name of vessel	FAO species code*	Species name	Month											
Fishing category				**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11**	**12**
Surface longliners 100 GT and less															
Surface longliners over 100 GT															
Tuna seiners															
Grand total															

NB: catches of all species are recorded.

Appendix 8 – Format of reports for entry into / exit from the fishing zone

1. ENTRY REPORT FORMAT (WITHIN 3 HOURS BEFORE ENTRY)
ADDRESSEE: MALAGASY FMC
ACTION CODE: IN
NAME OF VESSEL:
INTERNATIONAL RADIO CALL SIGN:
FLAG STATE:
TYPE OF VESSEL:
LICENCE NO[1]:
POSITION OF ENTRY:
DATE AND TIME (UTC) OF ENTRY:
TOTAL QUANTITY OF FISH ON BOARD (KG):
— YFT (Albacore / Yellowfin tuna / *Thunnus albacares*) in kg:
— SKJ (Listao / Skipjack tuna / *Katsuwonus pelamis*) in kg:
— BET (Patudo / Bigeye tuna / *Thunnus obesus*) in kg:
— ALB (Germon / Albacore tuna / *Thunnus alalunga*) in kg:
— sharks (species to be specified) in kg:
— other (species to be specified) in kg:

2. EXIT REPORT FORMAT (WITHIN 3 HOURS BEFORE EXIT)
ADDRESSEE: MALAGASY FMC
ACTION CODE: OUT
NAME OF VESSEL:
INTERNATIONAL RADIO CALL SIGN:
FLAG STATE:
TYPE OF VESSEL:
LICENCE NO[1]:
POSITION OF EXIT:
DATE AND TIME (UTC) OF EXIT:
TOTAL QUANTITY OF FISH ON BOARD (KG):
— YFT (Albacore / Yellowfin tuna / *Thunnus albacares*) in kg:
— SKJ (Listao / Skipjack tuna / *Katsuwonus pelamis*) in kg:
— BET (Patudo / Bigeye tuna / *Thunnus obesus*) in kg:
— ALB (Germon / Albacore tuna / *Thunnus alalunga*) in kg:
— sharks (species to be specified) in kg:
— other (species to be specified) in kg:

All reports shall be transmitted to the competent authority at the following email address:
csp-mprh@madagascar-scs-peche.mg
Tel. +261 320723150
Malagasy Fisheries Monitoring Centre, B.P. 60 114 Antananarivo

Copy to be sent to MARE-CATCHES@ec.europa.eu

[1] Licence No: to be provided if the declaration is sent by email, and outside transit cases.

Appendix 9 – Format of VMS position messages

COMMUNICATION OF VMS MESSAGES TO MADAGASCAR: FORMAT OF VMS DATA – POSITION REPORT

Mandatory data element	Code	Type of content
Start record	SR	System detail – indicates start of record
Addressee	AD	Message detail – addressee. Alpha-3 ISO country code
From	FR	Message detail – sender. Alpha-3 ISO country code
Flag State	FS	Message detail – flag State
Type of message	TM	Message detail – message type [ENT, POS, EXI]
Radio call sign	RC	Vessel detail – international radio call sign of vessel
Contracting party internal reference number	IR	Vessel detail – unique contracting party number (flag State ISO3 code followed by number)
External registration number	XR	Vessel detail – number marked on side of vessel
Latitude	LT	Vessel position detail – position in degrees and minutes N/S DDMM (WGS84)
Longitude	LG	Vessel position detail – position in degrees and minutes E/W DDMM (WGS84)
Course	CO	Vessel course 360° scale
Speed	SP	Vessel speed in tenths of knots

Date	DA	Vessel position detail – date of record of UTC position (YYYYMMDD)
Time	TI	Vessel position detail – time of record of UTC position (HHMM)
End record	ER	System detail – indicates end of record

Appendix 10 – Eligibility conditions for seafarers who are nationals of Madagascar to work on board EU fishing vessels

To work on an EU fishing vessel, seafarers who are nationals of Madagascar must be:

(a) in possession of an identity document issued by the Malagasy Authority;

(b) at least 18 years of age;

(c) in possession of a valid seafarer's book issued by Madagascar or an equivalent document showing their skills and experience for at least one of the positions to be filled on board the vessel.

(d) Sailors shall be qualified in accordance with the International Convention on Standards of Training, Certification and Watchkeeping for Seafarers (STCW) and have a certificate proving, inter alia, that they have received basic safety training in areas such as:

— personal survival techniques and personal safety;

— firefighting and fire prevention;

— basic first aid; etc.

(e) Sailors shall have a valid medical certificate issued by a duly qualified medical practitioner, confirming that they are medically fit to perform the duties they are to carry out at sea.

Appendix 11 – Minimum provisions of contracts of employment for seafarers who are nationals of Madagascar

Employment contracts shall contain at least the following information:

(a) the family name and given name(s) of the person recruited, their date of birth or age, and place of birth;

(b) the place and date of conclusion of the contract;

(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 voyage or voyages to be undertaken, if this can be determined at the time of recruitment; the conditions under which the employer bears the costs;

(f) the position in which the person recruited is to be employed;

(g) if possible, the date on which and the place at which the person recruited is required to report on board for service;

(h) the provisions to be supplied to the person recruited, unless the applicable legislation provides for a different system;

(i) the amount of the wage of the person recruited or, if paid a share of the proceeds, that person'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;

(j) the termination of the agreement and the conditions to which it is subject, namely:

- if the contract has been concluded for a definite period, the date set for its expiry;
- if the contract 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 person recruited will be discharged;
- if the contract 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 person recruited;

(k) the protection provided in the event of work-related sickness, injury or death of the person recruited;

(l) the amount of paid annual leave or the formula used for calculating leave, where applicable;

(m) the health and social security coverage and benefit to be provided to the person recruited by the employer, the fishing vessel owner or other party to the employment agreement, as the case may be;

(n) the entitlement to repatriation of the person recruited;

(o) a reference to the collective bargaining agreement, where applicable;

(p) minimum rest periods in accordance with applicable legislation or other measures;

(q) any other particulars which the applicable legislation may require.