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2013/0315 (NLE)

Proposal for a

COUNCIL DECISION

on the conclusion of the Protocol between the European Union and the Kingdom of Morocco setting out the fishing opportunities and financial contribution provided for in the Fisheries Partnership Agreement in force between the two Parties

EXPLANATORY MEMORANDUM

1. CONTEXT OF THE PROPOSAL

On the basis of a mandate from the Council, the European Commission has opened negotiations with the Kingdom of Morocco on the renewal of the Protocol to the Fisheries Partnership Agreement between the European Community and the Kingdom of Morocco. At the end of these negotiations a draft of the new Protocol was initialled by the negotiators on 24 July 2013. The new protocol covers a period of four years from its entry into force.

The main aim of the Protocol to the Agreement is to provide fishing opportunities for vessels from the European Union in the waters of the Kingdom of Morocco within the limits of the surplus available. The Commission based itself in part on the results of an ex-post evaluation carried out by external experts.

The general aim is to strengthen the cooperation between the European Union and the Kingdom of Morocco, thereby creating a partnership framework within which to develop a policy of sustainable fisheries and sound exploitation of fishery resources in the Moroccan fishing zone, in the interests of both parties.

More specifically, the Protocol provides for fishing opportunities in the following categories:

– Small-scale pelagic fishing in the north: 20 seiners,

– Small-scale fishing in the north: 35 bottom longliners,

– Small-scale fishing in the south: 10 vessels (rods and lines),

– Demersal fishing: 16 vessels (bottom longliners and bottom trawlers),

– Tuna fishing: 27 vessels (pole-and-line),

– Industrial pelagic fishing: 80 000 tonnes of catches, 18 vessels.

The previous Protocol, applied provisionally from 28 February 2011, was not approved by the Parliament which considered that its cost-benefit ratio was too low, that it did not guarantee the sustainability of the stocks exploited and that it did not respect international law insofar as it did not prove that the local populations would benefit from the economic and social benefits of that Protocol.

The Parliament's concerns have been addressed, notably by

- drastically improving the cost-benefit ration of the new Protocol, under which the fishing opportunities have increased in relation to the previous Protocol while the European Union's financial contribution has decreased;

- underscoring the principle of sustainability as an essential condition for the activity envisaged, a principle based on sound scientific advice and reiterated several times in the text;

- requiring Morocco to provide regular, detailed reports on the use of the financial contribution for the fisheries sector, including the economic and social benefits on a geographical basis, and providing for a mechanism for the possible suspension of the Protocol, including in the event of violations of human rights and democratic principles.

The Commission proposes, on this basis, that the Council, with the consent of the Parliament, adopt a Decision concluding the Agreement.

2. RESULTS OF CONSULTATIONS WITH THE INTERESTED PARTIES AND IMPACT ASSESSMENTS

The interested parties were consulted during the evaluation of the Protocol for the period 2007-11. Experts from the Member States were also consulted in technical meetings. These consultations led to the conclusion that it would be beneficial to maintain a fishing protocol with the Kingdom of Morocco.

3. LEGAL ELEMENTS OF THE PROPOSAL

This procedure is being initiated in parallel with the procedures relating to the Council Decision concluding the Protocol itself, as well as with the Council Regulation concerning the allocation of the fishing opportunities between the Member States of the EU.

4. BUDGETARY IMPLICATION

The annual financial contribution of EUR 30 000 000 is based on: a) an amount of EUR 16 000 000 linked to access and b) support for the development of the sectoral fisheries policy of the Kingdom of Morocco amounting to EUR 14 000 000. This support meets the objectives of the national fisheries policy and in particular the needs of the Kingdom of Morocco in the fight against illegal fishing.

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THE COUNCIL OF THE EUROPEAN UNION,

Having regard to the Treaty on the Functioning of the European Union, and in particular Article 43(2) in conjunction with Article 218(6)(a) and (7) thereof,

Having regard to the proposal from the European Commission,

Having regard to the consent of the European Parliament[1],

Whereas:

(1) On 22 May 2006 the Council adopted Regulation (EC) No 764/2006 on the conclusion of the Fisheries Partnership Agreement between the European Community and the Kingdom of Morocco[2].

(2) The European Community and the Kingdom of Morocco notified each other on 28 February 2007 of the completion of the procedures necessary for the entry into force of the partnership agreement between the European Community and the Kingdom of Morocco[3].

(3) The Union has negotiated with the Kingdom of Morocco a new Protocol granting vessels of the European Union fishing opportunities in waters in which the Kingdom of Morocco exercises its jurisdiction as regards fishing.

(4) By Decision No …/2013/EU[4], the Council authorised the signature of this Protocol, subject to its conclusion at a later date.

(5) It is in the interest of the EU to implement the Fisheries Partnership Agreement with the Kingdom of Morocco by means of a Protocol establishing the fishing opportunities, with the corresponding financial contribution, and setting out the conditions for promoting responsible fishing and sustainable fisheries in the fishing zone of the Kingdom of Morocco. The Protocol should therefore be approved on behalf of the Union.

(6) Under Article 10 of the Fisheries Partnership Agreement between the European Union and the Kingdom of Morocco, a Joint Committee was set up which is responsible for monitoring the implementation of the Agreement and adopting, where necessary, amendments to the Protocol. With a view to implementing those changes, it is appropriate to empower the European Commission to approve them under a simplified procedure;

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1 OJ C …
2 OJ L 141, 29.5.2006, p. 1.
3 OJ L 78, 17.3.2007, p. 31
4 OJ C …

HAS ADOPTED THIS DECISION:

Article 1

The Protocol between the European Union and the Kingdom of Morocco setting out the fishing opportunities and the financial contribution provided for in the Fisheries Partnership Agreement between the European Community and the Kingdom of Morocco is concluded on behalf of the Union.

The text of the Protocol is attached to this Decision.

Article 2

The President of the Council shall designate the person(s) empowered to proceed, on behalf of the Union, to the notification by which the Union expresses its consent to be bound by the Protocol.

Article 3

The European Commission shall be empowered to approve the adjustments made to the Protocol adopted by the Joint Committee, in accordance with Article 10 of the Fisheries Partnership Agreement between the European Union and the Kingdom of Morocco.

Article 4

This Decision shall enter into force on the day following that of its publication in the *Official Journal of the European Union*.

Done at Brussels,

For the Council
The President

ANNEX

PROTOCOL

between the European Union and the Kingdom of Morocco setting out the fishing opportunities and financial contribution provided for in the Fisheries Partnership Agreement between the European Union and the Kingdom of Morocco

Article 1

General Principles

This Protocol, together with its Annex and Appendices, form an integral part of the Fisheries Partnership Agreement between the European Union and the Kingdom of Morocco, dated 28 February 2007, hereinafter referred to as the 'Fisheries Agreement' - which forms part of the Euro-Mediterranean Agreement establishing an association between the European Union and the Kingdom of Morocco dated 26 February 1996 - hereinafter referred to as the 'Association Agreement'. It helps to meet the general objectives of the Association Agreement and aims to ensure the viability of fisheries resources from ecological, economic and social points of view.

The Protocol is implemented in accordance with Article 1 of the Association Agreement on developing dialogue and cooperation and Article 2 of the same Agreement concerning the respect for democratic principles and fundamental human rights.

Article 2

Period of application, duration and fishing opportunities

From the application of this Protocol and for a period of four years, the fishing opportunities granted under Article 5 of the Fisheries Agreement shall be those stated in the table attached hereto.

The first subparagraph above shall apply subject to the provisions of Articles 4 and 5 of this Protocol.

Under Article 6 of the Fisheries Agreement, vessels flying the flag of a Member State of the European Union (EU) may engage in fishing activities in the Moroccan fishing zone only if they are in possession of a fishing licence issued under this Protocol and in accordance with the provisions of the Annex hereto.

Article 3

Financial contribution

1. The estimated total annual value of the Protocol is EUR 40 000 000 for the period referred to in Article 2 above, distributed as follows:

(a) EUR 30 000 000 by way of the financial contribution referred to in Article 7 of the Fisheries Agreement, allocated as follows:

(i) EUR 16 000 000 as a financial contribution for access to the resource;

(ii) EUR 14 000 000 as support for the fisheries sector in Morocco

(b) EUR 10 000 000 corresponding to the estimated amount of fees owed by shipowners under the fishing licences granted under Article 6 of the Fisheries Agreement and in accordance with the provisions of Chapter I, sections D and E, of the Annex to this Protocol.

2. Paragraph 1 above shall apply subject to Articles 4, 5, 6 and 8 of this Protocol.

3. Without prejudice to the provisions of Article 6(9), the payment by the EU of the financial contribution referred to in paragraph 1(a) shall be made, during the first year, no later than three months after the date of application of this Protocol, and no later than the anniversary of the Protocol on subsequent years.

4. The financial contribution referred to in paragraph 1(a) shall be paid to the Treasurer-General of the Kingdom into an account opened with the Public Treasury, the references of which shall be communicated by the Moroccan authorities.

5. Subject to the provisions of Article 6 of this Protocol, the Moroccan authorities shall have full discretion regarding the use to which this financial contribution is put.

Article 4

Coordination in the scientific area and in exploratory fishing

1. In accordance with Article 4(1) of the Agreement, the parties undertake to organise, on a regular basis and when needed, scientific meetings to discuss scientific questions raised by the Joint Committee for the management and technical monitoring of this Protocol. The mandate, composition and running of these scientific meetings are to be established by the Joint Committee referred to in Article 10 of the Fisheries Agreement.

2. The two parties hereby undertake to promote responsible fishing in the Moroccan fishing zone based on the principle of non-discrimination between the different fleets fishing in those waters.

3. Pursuant to Article 4(2) of the Fisheries Agreement, the two parties, on the basis of the conclusions of the Scientific Committee's meetings, shall consult each other within the Joint Committee referred to in Article 10 of the Fisheries Agreement in order to adopt, where necessary and by mutual agreement, measures to ensure the sustainable management of fisheries resources.

4. For research purposes and to advance scientific knowledge, exploratory fishing may be carried out in the Moroccan fisheries zone at the request of the Joint Committee. The methods for doing so shall be decided in accordance with the provisions in Chapter IV of the Annex to this Protocol.

Article 5

Review of fishing opportunities

1. The fishing opportunities referred to in Article 2 may be reviewed by the Joint Committee by mutual agreement, provided that this review is designed to ensure the durability of Moroccan fisheries resources.

2. In the event of an increase, the financial contribution referred to in Article 3(1)(a)(i) shall be increased proportionally to the fishing opportunities and *pro rata temporis*. The total amount of the financial contribution made by the EU may not, however, exceed twice the amount indicated in Article 3(1)(a)(i) as a result of this adjustment. If the parties agree to a reduction in the fishing opportunities provided for in Article 2, the financial contribution shall be reduced proportionally to the fisheries opportunities and *pro rata temporis*.

3. The allocation of the fishing opportunities among the various categories of vessels may also be reviewed by mutual agreement between the two parties, taking into account the durability of stock which may be affected by such redistribution. The parties shall agree on the corresponding adjustment of the financial contribution should the redistribution of fishing opportunities so warrant.

Article 6

Support for sectoral fisheries policy in Morocco

1. The financial contribution referred to in Article 3(1)(a)(ii) of this Protocol will help to develop and implement Morocco's sectoral fisheries policy as part of the 'Halieutis' strategy for developing the fisheries sector.

2. The contribution shall be allocated and managed by Morocco on the basis of the setting up by the two parties, by mutual agreement within the Joint Committee, of the objectives to be met and of the relevant annual and multi-annual programme, in accordance with the 'Halieutis' strategy and based on an estimation of the anticipated impact of the projects to be carried out.

3. For the first year of application of the Protocol, the allocation by Morocco of the contribution referred to in paragraph 1 shall be notified to the EU as soon as the guidelines, objectives, criteria and evaluation indicators have been approved by the Joint Committee. For each of the following years, Morocco shall present this allocation to the EU no later than 30 September of the previous year.

4. Any amendment to these guidelines, objectives, criteria and evaluation indicators shall be approved by the two parties within the Joint Committee.

5. Morocco shall draw up a progress report on projects implemented with sectoral support as provided for by this Protocol, which shall be submitted to and examined by the Joint Committee.

6. Depending on the nature of the projects and the duration of their implementation, Morocco shall submit a report to the Joint Committee on the implementation of projects that have been completed with sectoral support as provided for by this Protocol; the report shall include information on any social and economic consequences, particularly the impact on

employment, investment and any other quantifiable repercussions of the measures taken, together with their geographical distribution. This information is to be prepared on the basis of indicators to be defined in greater detail by the Joint Committee.

7. Morocco shall also submit, prior to the expiry of this Protocol, a final report on the implementation of the sectoral support provided for by this Protocol, including the elements referred to in the paragraphs above.

8. The two parties shall, if necessary, continue to monitor the implementation of the sectoral support beyond the expiry of this Protocol or, as the case may be, in the event of its suspension in accordance with the provisions of this Protocol.

9. The specific financial contribution provided for by Article 3(1)(a)(ii) of this Protocol will be paid in instalments, on the basis of an approach where the analysis of the results of the implementation of the sectoral support and the needs identified at the planning stage are taken into account.

10. The framework for operational implementation shall be established by the Joint Committee.

Article 7

Economic integration of EU operators in the Moroccan fisheries sector

In accordance with the legislation and regulations currently in force, the two parties shall promote contacts and help ensure cooperation between economic operators in the following areas:

– development of subsidiary industry related to fisheries, particularly naval construction and repair and the manufacturing of fishing gear and materials;

– promoting exchange of professional expertise and training of managers for the maritime fishing sector;

– sale of fishery products;

– marketing;

– aquaculture.

Article 8

Suspension of the Protocol on the grounds of a dispute as regards interpretation or application

1. Any dispute between the parties over the interpretation of this Protocol or its application shall be the subject of consultations between the parties within the Joint Committee provided for in Article 10 of the Fisheries Agreement, in a special meeting if necessary.

2. The application of this Protocol may be suspended at the initiative of one party if the dispute between the two parties is deemed to be serious and if the consultations held within the Joint Committee mentioned in paragraph 1 above have not resulted in an amicable settlement.

3. Suspension of application of the Protocol shall require the interested party to notify its intention in writing at least three months before the date on which suspension is due to take effect.

4. In the event of suspension, the parties shall continue to consult each other with a view to finding an amicable settlement to their dispute. The Protocol shall once again be applied once the dispute has been resolved. The amount of the financial contribution shall be reduced proportionately and *pro rata temporis* to the period during which application of the Protocol was suspended.

Article 9

Non-compliance with technical obligations arising under the Protocol

In accordance with the provisions of this Protocol and legislation currently in force, Morocco reserves the right to apply penalties as provided for in the Annexes in the event of non-compliance with the provisions of and obligations arising under the implementation of this Protocol.

Article 10

Electronic data exchange

Morocco and the EU undertake to set up as soon as possible the systems necessary for ensuring the electronic exchange of all information and documents relating to the technical management of this Protocol, such as data on catches, the VMS positions of vessels and notifications of entry into and exit from the zone.

Article 11

Applicable provisions of national law

The activities of vessels operating under this Protocol and its Annex, in particular regarding transhipment, the use of port services and the purchase of supplies, etc., shall be governed by the applicable laws of Morocco.

Article 12

Entry into force

This Protocol and its Annex shall enter into force on the date on which the parties notify each other of the completion of the respective procedures necessary for that purpose.

Fishing opportunities

<table>
<tr><td colspan="4">Small-scale fishing</td><td>Demersal fishing</td><td>Industrial pelagic fishing</td><td>Industrial pelagic fishing with non-freezer vessels</td></tr>
<tr><td>Pelagic fishing in the north: seiners</td><td>Small-scale fishing in the south: rods and lines</td><td>Small-scale fishing in the north: bottom longliners</td><td>Small-scale tuna fishing: pole-and-line</td><td>Bottom longliners and bottom trawlers</td><td>Pelagic or semi-pelagic trawlers</td><td>Pelagic or semi-pelagic trawlers</td></tr>
<tr><td></td><td></td><td></td><td></td><td></td><td colspan="2">C stock
Quota
80 000 tonnes</td></tr>
<tr><td>20 vessels</td><td>10 vessels</td><td>35 vessels</td><td>27 vessels</td><td>16 vessels</td><td colspan="2">18 vessels</td></tr>
</table>

ANNEX TO THE PROTOCOL

Conditions governing fishing activities by EU vessels in the Moroccan fishing zone

CHAPTER I

PROVISIONS GOVERNING APPLICATIONS FOR AND ISSUING OF LICENCES

A. Licence applications

1. Only eligible vessels may obtain a licence to fish in the Moroccan fishing zone.

2. In order for a vessel to be eligible, neither the owner, the master nor the vessel itself must be prohibited from fishing in Morocco, nor must the vessel be legally listed as an IUU vessel.

3. They must be in order vis-à-vis the Moroccan administration in so far as they must have fulfilled all prior obligations arising from their fishing activities in Morocco under fisheries agreements concluded with the European Union.

4. The competent EU authorities (hereinafter referred to as the Commission) shall submit to the Ministry of Agriculture and Sea Fisheries – Sea Fisheries Department (hereinafter referred to as 'the Department') the lists of vessels applying to engage in fishing activities within the limits laid down in the datasheets annexed to the Protocol at least 20 days before the licences requested are due to become valid. These lists shall be sent electronically in a format compatible with the software used by the Department.

5. The lists shall state the number of vessels for each fishing category and zone and, for each vessel, its main characteristics, payments broken down by heading and the gear to be used during the period in question.

6. For the category 'industrial pelagic fishing', the list shall also mention for each vessel the quota requested in tonnes of catches in the form of provisional monthly figures. If catches during a given month reach the vessel's provisional monthly quota before the end of the month, the shipowner may send to the Department, via the Commission, an adjusted provisional monthly catch figure and a request for this provisional monthly quota to be extended.

7. If during a given month catches remain below the vessel's monthly provisional quota, a corresponding part of the quota or fee shall be credited to the following month.

8. Individual licence applications, grouped into fishing category, will be submitted to the Department at the same time as the lists referred to in paragraphs 4 and 5, in accordance with the sample form provided in Appendix 1.

9. All licence applications shall be accompanied by the following documents:

   – a copy of the tonnage certificate, duly certified by the flag Member State;

   – a recent, certified colour photograph showing a side view of the vessel in its current condition. The photograph shall be at least 15 cm by 10 cm;

   – proof of payment of fishing licence fees, other fees and observers' expenses; In the case of 'industrial pelagic fishing', proof of payment of fees must be

provided before the first day of the month in which activity is planned in the authorised fishing zone, as indicated on the corresponding datasheet;

– any other documents or certificates required under the specific provisions applicable to the type of vessel concerned pursuant to this Protocol.

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

11. The licence application forms and all documents mentioned in paragraph 6 above that contain information necessary for the establishment of fishing licences may be submitted electronically in a format compatible with the software used by the Department.

B. Issuing of licences

1. The Department shall issue fishing licences to the Commission, via the Delegation of the EU to Morocco ('the Delegation') for all vessels within 15 days of receipt of all the documents referred to in point 6 above. If applicable, the Department shall notify the Commission of the reasons why a licence application has been refused.

2. Fishing licences shall be drawn up in accordance with the information in the datasheets annexed to the Protocol, and shall mention in particular the fishing zone, distance from the coast, information relating to the continuous positioning and tracking system using satellite communication (serial number of the VMS transponder), the authorised gears, the main species, authorised mesh sizes, allowable by-catches and, for the category 'industrial pelagic fishing', the monthly provisional catch quota. The vessel's provisional monthly quota may be extended subject to the catch limits laid down in the corresponding datasheet.

3. Fishing licences shall be issued only for vessels which have complied with all the administrative formalities required.

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

C. Validity and utilisation of licences

1. The period of validity of a licence shall correspond to the calendar year, with the exception of the first period which will start on the date of application and end on 31 December of the same year, and the last period which will start on 1 January and end on the date of expiry of the Protocol.

2. A fishing licence shall be valid only for the period covered by the fees paid and for the fishing zone, type of gear and fishing category specified in the licence.

3. A fishing licence shall be issued for a given vessel and shall not be transferable. However, where force majeure is proven, such as the loss or prolonged immobilisation of a vessel due to a serious technical failure duly established by the competent authorities of the flag State and at the request of the EU, a licence issued for one vessel shall be replaced, as soon as possible, by a licence issued for another vessel of the same fishing category, where the tonnage does not exceed that of the damaged vessel.

4. The owner of the vessel which has been damaged, or his/her agent, shall return the cancelled fishing licence to the Department.

5. A fishing licence must be held on board the vessel to which it was issued at all times and presented to the inspection authorities on inspection.

6. Fishing licences shall be valid for one calendar year, one half-year period or one quarter. A half-year period shall consist of one of the six-month periods beginning 1 January or 1 July, except for the first and the last period of the Protocol. A quarter shall consist of one of the three-month periods beginning 1 January, 1 April, 1 July or 1 October, except for the first or the last period of the Protocol.

D. Fishing licence fees and other fees

1. The annual fees for fishing licences shall be laid down by the applicable Moroccan legislation.

2. Licence fees shall cover the calendar year in which the licence is issued and shall be payable when the first licence for that year is applied for. The amounts of such licence fees shall include all related fees and taxes, with the exception of port taxes and service charges.

3. In addition to the fishing licence fees, other fees shall be calculated for each vessel on the basis of the rates established in the datasheets annexed to the Protocol.

4. The fees shall be calculated pro-rata to the period for which the fishing licence is effectively valid, taking into account any biological recovery periods.

5. Any amendment to the legislation governing fishing licences shall be notified to the Commission no later than two months before its entry into force.

E. Terms of payment

Fishing licence fees, other fees and observers' expenses shall be payable, in the name of the Ministerial Treasurer of the Ministry of Agriculture and Maritime Fisheries, into bank account number 0018100078000 20110750201 at the Bank Al Maghrib (Morocco) before the fishing licences are issued.

The fees relating to quotas assigned to trawlers belonging to the category 'industrial pelagic fishing' are to be paid as follows:

– the fee for the vessel's provisional monthly quota requested by the owner will be paid before the beginning of the fishing activity or the 1st day of each month;

– in the event of the monthly provisional quota referred to in paragraph 6 of Section A of Chapter I being extended, the fee covering this extension must be received by the Moroccan authorities before fishing may continue;

– if the monthly provisional quota and any extension is exceeded, the amount of the fee corresponding to this excess will be increased by a factor of 3. The monthly balance, calculated on the basis of actual catches effected, shall be paid within two months of the month in which the catches were made.

CHAPTER II

PROVISIONS APPLICABLE TO TUNA VESSELS

1. Fees shall be EUR 35 per tonne fished in the Moroccan fishing zone.

2. Licences shall be issued for one calendar year following payment of a flat-rate sum of EUR 7 000 per vessel.

3. The advance shall be calculated pro-rata to the duration of the validity of the licence.

4. Masters of vessels holding licences for the fishing of highly migratory species shall keep an up-to-date logbook in line with the template in Appendix 6 to this Annex.

5. They shall also forward a copy of that logbook to their competent authorities no later than 15 days after the landing of the catches. These authorities shall forward copies to the Commission without delay, who shall be responsible for forwarding it to the Department.

6. By 30 April the Commission shall submit to the Department a statement of fees due for the previous fishing year on the basis of the catch declarations drawn up by each shipowner and confirmed by the scientific institutes responsible in the Member States and Morocco, such as the IRD (Institut de Recherche pour le Développement), the IEO (Instituto Español de Oceanografía), the IPMA (Instituto Português do Mar e da Atmosfera) and the INRH (Institut National de Recherche Halieutique).

7. For the last year of application, the statement of the fees due for the previous fishing year shall be notified within four months of expiry of the Protocol.

8. The final statement shall be sent to the shipowners concerned, who shall have 30 days from the notification of approval of the figures by the Department within which to discharge their financial obligations. Proof of payment by the shipowner, made out in euro in the name of the Treasurer-General of Morocco into the account mentioned in section E of Chapter I, shall be sent to the Department by the Commission no later than one and a half months after that notification.

9. However, if the amount of the final statement is less than the advance mentioned above, the difference shall not be reimbursable.

10. Shipowners shall take all the necessary steps to ensure that the copies of the logbook are sent and any additional payments made within the deadlines given in points 5 and 8.

11. Failure by the shipowner to comply with the obligations provided for in points 5 and 8 shall entail automatic suspension of the fishing licence until such obligations have been met.

CHAPTER III

FISHING ZONES

Morocco shall inform the EU, prior to the date of application of the Protocol, of the geographical coordinates of the baselines, its fishing zone and all zones within it which are closed to fishing, other than the Mediterranean zone of Morocco situated east of 35°47’18’’N – 5°55’33’’W (Cape Spartel), which is excluded from this Protocol.

The fishing zones for each category in Morocco’s Atlantic zone are defined in the datasheets (Appendix 2).

CHAPTER IV

DETAILS OF IMPLEMENTATION OF EXPLORATORY FISHING

The two parties shall decide jointly on (i) which European operators may practice exploratory fishing, (ii) the most favourable period for such fishing and (iii) the conditions applicable. To

facilitate exploratory work by vessels, the Department shall forward any available scientific data and other basic data. The two parties shall agree on the scientific protocol to be used as a basis for such exploratory fishing, and which shall be forwarded to the operators concerned.

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

The duration of the campaigns will be a minimum of three months and maximum of six months, unless modified by the parties by mutual agreement.

The Commission shall communicate requests for licences for exploratory fishing to the Moroccan authorities. It shall provide a technical dossier specifying:

- the technical characteristics of the vessel;
- the level of expertise of the vessel's officers as regards such fishing;
- the proposal for the technical parameters of the campaign (length, gear, exploration regions, etc.);
- the form of funding.

If necessary, the Department shall organise a dialogue regarding technical and financial aspects with the Commission, and possibly with the shipowners concerned.

Before the start of the exploratory fishing campaign, the EU vessel shall report to a Moroccan port for inspections such as those provided for in points 1.1 and 1.2 of Chapter IX of this Annex.

Before the start of the campaign, vessel owners shall submit the following to the Department and to the Commission:

- a declaration of the catches already on board;
- the technical characteristics of the fishing gear to be used during the campaign;
- an assurance that they will comply with Moroccan fisheries legislation.

During the campaign, the owners of the vessels concerned shall:

- send to the Department and to the Commission a weekly report on catches made per day and by haul, including a description of the campaign's technical parameters (position, depth, date and time, catches and other observations or comments);
- communicate the vessel's position, speed and heading by VMS;
- ensure the presence on board of a Moroccan scientific observer or an observer chosen by the Moroccan authorities. The role of the observer will be to gather scientific information from the catches, as well as to sample the catches. Observers shall be treated in the same way as a ship's officer, and the shipowner shall cover their living costs during their stay on the vessel. The decision on the observer's time on board, the length of their stay and the boarding and landing harbour will be fixed in agreement with the Moroccan authorities. Unless there is agreement between the parties to the contrary, the vessel will never be obliged to put into harbour more than once per two months,

– submit their vessel to inspection before it leaves the Moroccan fishing zone if the Moroccan authorities so request,

– comply with Morocco's fisheries legislation.

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

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

CHAPTER V

PROVISIONS APPLICABLE TO SATELLITE MONITORING OF EU FISHING VESSELS OPERATING IN THE MOROCCAN FISHING ZONES ON THE BASIS OF THIS AGREEMENT

1. General provisions

1.1. Moroccan regulations governing the operation of satellite tracking and positioning devices apply to EU vessels operating or intending to operate in the Moroccan fishing zone under this Protocol. The flag State shall ensure that vessels flying its flag comply with the provisions of those regulations.

1.2. For the purposes of satellite monitoring, the Moroccan authorities shall communicate to the EU the coordinates (latitudes and longitudes) of the Moroccan fishing zone, as well as any area in which fishing is prohibited.

(1) The Department shall forward this information to the Commission prior to the date of application of this Protocol;

(2) This information shall be transmitted in electronic form, in decimal form N/S DD.dddd (WGS84);

(3) Any changes to these coordinates must be notified immediately.

1.3. The flag State and Morocco shall each designate a VMS correspondent who will act as the point of contact.

(1) The Fisheries Monitoring and Control Centres (CSCP) of the flag State and of Morocco shall communicate, prior to the date of application of the Protocol, the coordinates (name, address, telephone, telex, e-mail) of their respective VMS correspondent.

(2) Any changes to the contact details of the VMS correspondent must be notified immediately.

2. VMS data

2.1. The position of vessels shall be determined with a margin of error of less than 100 metres and a confidence interval of 99%.

2.2. When a vessel which is fishing under the Agreement and is the subject of satellite tracking under this Protocol enters the Moroccan fishing zone, the subsequent position reports shall be transmitted immediately by the CSCP of the flag State to the Moroccan CSCP. These messages shall be submitted as follows:

(1) electronically using a secure protocol;

(2) with a frequency of less than or equal to two hours;

(3) in the format indicated in Appendix 3;

(4) as position reports.

2.3. The VMS positions shall be identified as follows:

(1) the first position recorded after entry into the Moroccan fishing zone is identified by the code 'ENT'.

(2) all following positions are identified by the code 'POS';

(3) the first position recorded after entry into the Moroccan fishing zone is identified by the code 'EXI'.

(4) positions transmitted manually, in accordance with point 13, are identified by the code 'MAN'.

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

(1) reliable, not allowing any form of falsification of positions and unable to be manipulated manually;

(2) fully automatic and operational at all times regardless of environmental and weather conditions.

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

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

(1) data are not altered;

(2) the antenna or antennas connected to the satellite-tracking equipment are not obstructed in any way;

(3) the power supply of the satellite-tracking equipment is not interrupted;

(4) the satellite-tracking equipment is not removed from the vessel.

2.7. The parties agree to exchange, upon request, information relating to the equipment used for satellite monitoring, in order to verify that each piece of equipment is entirely compatible with the requirements of the other Party for the purposes of these provisions and also in order to establish any exchange protocols in the event of the inclusion of functionalities allowing catch data to be transferred.

3. **Technical breakdown or failure affecting the monitoring equipment on board the vessel**

3.1. In the event of technical breakdown or failure affecting the equipment used for the continuous monitoring by satellite installed on board the fishing vessel, the Department and the Commission must be informed without delay by the flag State.

3.2. The equipment in question shall be replaced within ten working days following confirmation of the breakdown. Once this deadline has passed, the vessel in question must leave the Moroccan fishing zone or return to a Moroccan port for repair.

3.3. As long as the equipment is not replaced, the master of the vessel shall send a global position report every four hours manually by e-mail, radio or fax. This report will include the position reports as recorded by the master of the vessel under the conditions referred to in point 5.

3.4. These manual messages shall be transmitted to the CSCP of the flag State, who shall forward it without delay to the Moroccan CSCP.

4. **Non-reception of VMS data by the Moroccan CSCP**

4.1. If the Moroccan CSCP establishes that the flag State is not transmitting the information specified in point 5, the Commission and the flag State concerned shall be informed thereof immediately.

4.2. The CSCP of the non-compliant flag State and/or the Moroccan CSCP shall immediately notify any operational anomaly relating to the communication and reception of position messages between the CSCPs in order to find a technical solution as soon as possible. The Commission must be informed of the solution found by both CSCPs.

4.3. All messages not transmitted during this 'downtime' must be re-broadcast as soon as communication between the CSCP of the flag State concerned and the Moroccan CSCP is re-established.

4.4. The CSCP of the flag State and the Moroccan CSCP shall mutually agree, prior to the entry into force of this Protocol, on the alternative means of electronic communication to be used in order to transmit VMS data in the event of non-compliance by the CSCP and shall immediately inform each other of any changes thereto without delay.

4.5. Communication failures between the Moroccan CSCP and EU flag States should not affect the normal operation of vessels' fishing activities. However, the type of transmission decided in accordance with the point 4.4 must be used immediately.

4.6. Morocco shall inform its competent control services to ensure that EU vessels are not considered non-compliant because of a failure to transmit VMS data due to a failure of the CSCP and defective transmission equipment decided under point 4.4.

5. **Protection of VMS data**

5.1. All monitoring data communicated by one party to the other in accordance with these provisions shall be intended exclusively for monitoring, control and surveillance by the Moroccan authorities of the EU fleet fishing under this Agreement, or for research studies carried out by Morocco as regards the management and development of fisheries.

5.2. This information may not under any circumstances be communicated to third parties for whatever reason.

5.3. Any dispute over the interpretation or application of these provisions shall be the subject of consultation between the parties within the Joint Committee provided for in Article 10 of the Agreement, which shall take a decision on the matter.

5.4. If necessary, the parties agree to amend these provisions within the Joint Committee provided for in Article 10 of the Agreement.

CHAPTER VI

CATCH DECLARATIONS

1. Logbook

1.1. Masters of vessels shall use the logbook specially designed for fishing in Morocco's fishing zone, a template for which is provided in Appendix 7 of the Annex. They shall keep this logbook up-to-date in accordance with the provisions of the explanatory note for that logbook.

1.2. Shipowners shall forward a copy of the logbook to their competent authorities no later than 15 days after catches have been landed. These authorities shall forward copies to the Commission without delay, who shall be responsible for forwarding to the Department.

1.3. Failure by shipowners to comply with the obligations provided for in paragraphs 1 and 2 above shall entail automatic suspension of the fishing licence until such obligations have been met. The Commission shall be informed without delay of any such decision.

2. Quarterly catch declarations

2.1. By the end of the third month of each quarter the Commission shall notify the Department of the quantities caught by all EU vessels in the previous quarter, in accordance with the templates provided in Appendices 8 and 9 of this Annex.

2.2. This information shall be broken down monthly and by category for each vessel and each species specified in the logbook.

2.3. The information shall also be sent to the Department in a computer file in a format compatible with software used by the Ministry.

3. Reliability of data

The information in the documents referred to in points 1 and 2 above must reflect the actual fishing situation in order to constitute one of the bases for monitoring changes in stocks.

4. Transition to an electronic system

Both parties have established a protocol for the electronic exchange of all information relating to catches and declarations ('Electronic Reporting System'), referred to as 'ERS data', set out in Appendix 11. Both parties will make provision for the implementation of this protocol and the replacement of the paper version of the catch declaration by ERS data, from the implementation by Morocco of the equipment and software required.

5. Landings outside Morocco

Shipowners shall send the landing declarations for catches made under this Protocol to their competent authorities no later than fifteen days after the landing. These authorities shall forward copies to the Delegation without delay, who shall be responsible for forwarding.

CHAPTER VII

EMBARKATION OF MOROCCAN SEAMEN

1. Shipowners who have been awarded fishing licences under this Agreement shall take on board, for the duration of their presence in the Moroccan fishing zone, Moroccan seamen, as provided for in the datasheets contained in Appendix 2.

2. The shipowners will choose the seamen who they take on board their vessels from the official list of successful candidates of maritime training schools transmitted by the Department to the Commission and communicated by the latter to the flag States concerned. The list is updated every year on 1 February. The shipowners are free to select the candidates from the list of successful applicants who have the best expertise and most suitable experience.

3. The employment contracts for the Moroccan seamen, a copy of which shall be given to the signatories, shall be drawn up between the shipowners' agent(s) and the seamen and/or their trade unions or representatives in consultation with the competent Moroccan authority. The contracts shall guarantee the seamen the social security cover applicable to them, including life assurance and sickness and accident insurance.

4. The shipowner or his representative shall send a copy of the contract to the Department via the Delegation, as soon as the competent authorities of the Member State concerned have endorsed the contract.

5. The shipowner or agent shall inform the Department, via the Delegation, of the names of the Moroccan seamen taken on board each vessel, mentioning their position in the crew.

6. The Delegation shall send the Department, on 1 February and 1 August, a half-yearly summary of the Moroccan seamen taken on board each EU vessel, with details of their registration.

7. The International Labour Organisation (ILO) Declaration on Fundamental Principles and Rights at Work shall apply as of right to seamen taken on board EU fishing vessels. This concerns in particular freedom of association, effective recognition of the right to collective bargaining, and elimination of discrimination in respect of employment and occupation.

8. Moroccan seamen's wages shall be paid by the shipowners. They shall be fixed, before licences are issued, by mutual agreement between the shipowners or their agents and the Moroccan seamen concerned or their representatives. However, the wage conditions granted to Moroccan seamen shall not be lower than those applied to Moroccan crews and shall comply with ILO standards and under no circumstances be below those standards.

9. If one or more seamen employed on board fail to report at the time agreed for the vessel's departure, the vessel shall be permitted to start the planned trip after informing the competent authorities in the port of embarkation of the shortfall in the number of seamen required and having updated its crew list. These authorities shall inform the Department thereof.

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

11. Where an EU vessel fails to take on board Moroccan seamen for reasons other than that specified in the previous point, the owner of the vessel concerned shall be obliged to pay,

within a maximum of three months, a flat-rate amount of EUR 20 per Moroccan seaman not taken on board and per day of fishing in the Moroccan fishing zone.

12. This sum shall be used for training Moroccan fishermen and shall be paid into bank account number 0018100078000 20110750201 at Bank Al Maghrib, Morocco.

13. Except as provided for in point 9, repeated failure by shipowners to embark the requisite number of Moroccan seamen shall result in automatic suspension of the vessels' fishing licence until such obligations have been met. The Delegation shall be informed without delay of any such decision.

CHAPTER VIII

MONITORING AND OBSERVATION OF FISHING

Observation of fishing

1. Vessels authorised to fish in the Moroccan fishing zone under this Protocol shall take on board the observers appointed by Morocco on the terms set out below.

1.1. Each quarter, 25% of authorised vessels with a tonnage of more than 100 GT shall take on board observers.

1.2. Industrial pelagic fishing vessels shall take a scientific observer on board for the entire period of activity in the Moroccan fishing zone.

1.3. Other EU fishing vessels with a tonnage less than or equal to 100 GT shall be observed during a maximum of ten voyages per year and per category of fishing.

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

1.5. The Department shall inform the shipowners concerned, through the Delegation, of the name of the observer appointed to be taken on board their vessel at the time the licence is issued, or no later than 15 days before the observer's planned embarkation date.

2. Observers shall remain on board pelagic trawlers on a permanent basis. For the other categories of fishing, observers shall spend at one voyage per vessel on board.

3. The conditions under which the observer is taken on board shall be agreed between the shipowner or its agent and the Moroccan authorities.

4. The observer shall be taken on board at a port chosen by the shipowner at the beginning of the first trip in the Moroccan fishing zone after notification of the list of designated ships.

5. The shipowner shall provide notification of the dates and ports in Morocco where the observer will be taken on board, no later than two weeks before the planned embarkation.

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

7. In the event of a wasted journey by the observer, caused by a failure by the shipowner to comply with its commitments, the shipowner shall pay the observer's travel expenses and daily allowances, equal to those received by Moroccan national officials of an equivalent

grade, for each day of inactivity. Similarly, in the event of a delay in embarkation which is due to the shipowner, the shipowner shall pay the observer the daily allowances described above.

8. Any amendment to the rules and regulations concerning daily allowances shall be notified to the Delegation no later than two months before its entry into force.

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

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

10.1. observe the fishing activities of the vessels;

10.2. verify the position of vessels engaged in fishing operations;

10.3. perform biological sampling in the context of scientific programmes;

10.4. note the fishing gear used;

10.5. verify the catch data for the Moroccan fishing zone recorded in the logbook;

10.6. verify the percentages of by-catches and estimate the quantity of discards of species of marketable fin-fish, crustaceans and cephalopods;

10.7. report fishing data by fax or by radio, including the quantity of catches and by-catches on board.

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

12. The observer shall be offered every facility needed to carry out their duties. The master shall facilitate their access to the means of communication needed for the discharge of their duties, to documents directly concerned with the vessel's fishing activities, in particular the logbook and the navigation log, and to those parts of the vessel necessary to facilitate the exercise of their tasks as observer.

13. While on board, the observer shall:

13.1. take all appropriate steps to ensure that the conditions of their boarding and presence on the vessel neither interrupt nor hamper fishing operations,

13.2. take care of the material and equipment on board and respect the confidentiality of all documents belonging to the vessel.

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

15. The shipowner shall bear the cost of accommodating the observer in the same conditions as the officers on the vessel, within the confines of the structure of the vessel.

16. The salary and social contributions of the observer shall be borne by the competent Moroccan authorities.

17. In order to reimburse Morocco for the costs arising from the presence of observers on board vessels, in addition to the fee payable by shipowners, provision is also made for the 'observers' expenses' to be paid, calculated on the basis of EUR 5.5 per GT per quarter and per vessel fishing in the Moroccan fishing zone.

18. These costs shall be paid in accordance with the payment terms set out in Chapter I, Section E of this Annex.

19. Failure by the shipowner to comply with the obligations laid down in point 4 shall entail automatic suspension of the fishing licence until such obligations have been met. The Delegation shall be informed without delay of any such decision.

Joint monitoring of fishing

1. The contracting parties shall set up a system of joint monitoring and observation of checks on landings, with the aim of improving the effectiveness of such checks so as to ensure compliance with the provisions of this Protocol.

2. The parties shall prepare an annual schedule for joint monitoring, covering all fishing categories provided for in this Protocol.

3. To this end, the competent authorities of each contracting party shall designate a representative to attend checks on landings and observe the arrangements for conducting such checks, notifying their name to the other contracting party.

4. The representative of the Moroccan authority shall attend, as an observer, inspections on landings by vessels which have operated in the Moroccan fishing zone carried out by the national inspection authorities of the Member States.

5. The representative shall accompany national inspection officials in their visits to ports, on board vessels, in dock, to auctions, fish wholesalers' shops, cold stores and other premises for landing fish before it is placed on the market, and shall have access to the documents which are the subject of these inspections.

6. The representative of the Moroccan authority shall draw up and submit a report detailing the inspections attended. A copy of the report shall be sent to the Delegation.

7. The Department shall invite the Delegation to attend inspection visits scheduled in the ports of landing, giving one month's notice.

8. At the Commission's request, EU fishing inspectors may attend as observers inspections carried out by the Moroccan authorities on landing operations by EU vessels in Moroccan ports.

9. The practical arrangements for these operations will be laid down by mutual agreement between the competent authorities of the two parties.

CHAPTER IX

MONITORING

1. **Technical inspection**

1.1. Once a year and after any change to their technical characteristics or following a request for a change in fishing category necessitating the use of a different type of fishing gear, EU vessels holding a licence under this Protocol shall report to a Moroccan port to undergo the

inspections required by the legislation in force. Such inspections shall take place within 48 hours of the vessel's arrival in port.

1.2. Once the inspection has been completed satisfactorily, the master of the vessel shall be issued with a certificate having the same period of validity as the licence, and which shall be automatically extended in the case of vessels renewing their licence within the year. However, the maximum validity may not exceed one year. This certificate must be kept on board at all times.

1.3. The purpose of the technical inspection is to establish the compliance of the vessel's technical characteristics and gear, to check the operation of the satellite tracking and positioning device installed on board and ensure that the provisions relating to its Moroccan crew have been complied with.

1.4. The cost of the inspection shall be borne by the shipowner at the rates laid down by Moroccan law. It may not be greater than the amount normally paid by other vessels for the same services.

1.5. Failure by the shipowner to comply with points 1.1 and 1.2 above shall result in automatic suspension of the fishing licence until such obligations have been met. The Delegation shall be informed without delay of any such decision.

2. **Entering and leaving the zone**

2.1. EU vessels holding a licence under this Protocol shall notify the Department, at least six hours in advance, of their intention to enter or leave the Moroccan fishing zone, together with the following information:

2.1.1. Date and time of transmission;

2.1.2. The vessel's position, in accordance with point 5 of Chapter V;

2.1.3. The weight in kilograms and catches per species on board, as identified using the 3-alpha code;

2.1.4. Messages such as 'catches on entry' (COE) and 'catches on exit' (COX).

2.2. This information should preferably be communicated by fax or, for vessels not equipped with a fax, by radio (in this respect, see the information provided in Appendix 10).

2.3. In the case of vessels falling under the category 'industrial pelagic fishing', the final exit from the Moroccan fishing zone shall be subject to the Department's prior authorisation. This authorisation shall be issued within 24 hours of the request being made by the ship's master or agent, with the exception of a request arriving on the day before a weekend where the authorisation has to be issued on the following Monday. If authorisation is withheld, the Department shall notify the owner of the vessel and the Commission without delay of the reasons for such refusal.

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

2.5. The fax and telephone numbers of the vessel and the master's e-mail address are to be indicated by the owner on the fishing licence application form.

3. **Monitoring procedures**

3.1. Masters of EU fishing vessels holding a licence under this Protocol shall allow and facilitate boarding and the discharge of their duties by any Moroccan official responsible for the inspection and monitoring of fishing activities.

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

3.3. Once the inspection and monitoring has been completed, a certificate shall be issued to the master of the vessel.

4. **Boarding**

4.1. The Department shall inform the Delegation as soon as possible and within no more than 48 hours of all boardings of and penalties imposed on EU vessels in the Moroccan fishing zone.

4.2. The Commission shall at the same time receive a brief report of the circumstances and reasons leading to the boarding.

5. **Statement of boarding**

5.1. After the Moroccan authorities responsible for inspection have drawn up a statement, the master of the vessel shall sign it.

5.2. This signature shall not prejudice the master's rights or any defence which he or she may make to the alleged infringement.

5.3. The master shall take the vessel to the port indicated by the Moroccan authorities responsible for inspection. A vessel in breach of the applicable Moroccan sea fishing legislation shall be kept in port until completion of the usual administrative formalities relating to boarding.

5.4. Settlement of infringements: before any judicial procedure, an attempt shall be made to resolve the presumed infringement by means of an amicable settlement. This procedure shall end no later than three working days after the boarding.

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

5.6. If the case cannot be settled by amicable procedure and has to be brought before a competent judicial body, a bank security set to take account of the boarding costs and the fines and compensation payable by the parties responsible for the infringement shall be paid by the shipowner into a bank account specified by the competent Moroccan authority.

5.7. The bank security shall be irrevocable until the legal proceedings have been concluded. It shall be released once legal proceedings end without a conviction. Similarly, in the event of a conviction leading to a fine of less than the security lodged, the balance shall be released by the competent Moroccan authorities.

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

– once the obligations arising under the amicable settlement have been fulfilled, or

– when the bank security referred to in point 5.6 above has been lodged and accepted by the competent Moroccan authority, pending completion of the legal proceedings.

6. **Transhipment**

6.1. Any transhipment at sea of catches shall be prohibited in the Moroccan fishing zone. However, EU industrial pelagic trawlers that have been granted a licence in accordance with the provisions of this Protocol and wish to tranship catches in Moroccan waters may do so in a Moroccan port or other place designated by the competent Moroccan authorities, after authorisation by the Department. Such transhipment shall take place under the supervision of the observer or of a representative of the maritime fisheries delegation and the control authorities. Any person infringing this provision shall be liable to the penalties provided for by Moroccan law.

6.2. Before any transhipment, the owners of these vessels must notify the following information to the Department at least 24 hours in advance:

– the names of the transhipping fishing vessels;

– the name of the cargo vessel, its flag, registration number and call sign;

– the tonnage by species to be transhipped;

– the destination of catches;

– the date and day of transhipment.

6.3. Morocco reserves the right to refuse transhipment if the carrier vessel has carried out illegal, undeclared or unregulated fishing inside or outside the Moroccan fishing zone.

6.4. Transhipment shall be considered as an exit from the Moroccan fishing zone. Vessels must therefore submit their catch declarations to the Department and state whether they intend to continue fishing or leave the Moroccan fishing zone.

6.5. Masters of EU industrial pelagic trawlers that have been granted a licence in accordance with the provisions of this Protocol engaged in landing or transhipment operations in a Moroccan port shall allow and facilitate the inspection of such operations by Moroccan inspectors. Once the inspection and control have been completed in the port, a certificate shall be issued to the master of the vessel.

CHAPTER X

LANDING OF CATCHES

The contracting parties, aware of the interest of increased integration with a view to ensuring the joint development of their respective fisheries sectors, agree to adopt the following measures concerning the landing in Moroccan ports of a proportion of catches made in the Moroccan fishing zone by EU vessels which have been granted a licence in accordance with the provisions of this Protocol.

The proportion of the catch subject to compulsory landing shall be in accordance with the provisions laid down in the datasheets annexed to this Protocol.

Financial incentives:

1. **Landings**

1.1. EU tuna vessels and RSW (refrigerated sea water) vessels operating on C stocks of small pelagic stocks) which have been granted a licence in accordance with this Protocol and which land, in a Moroccan port, more than the compulsory landings of 25% provided for in

datasheets 5 and 6, shall benefit from a 5% reduction in the fee for each tonne landed above the compulsory threshold.

2. **Implementation rules**

2.1. During landing operations, fish markets will draw up a weighing slip acting as the basis for product traceability.

2.2. A 'statement of sales and deductions' shall be drawn up for sales in fish markets.

2.3. Copies of the above weighing slips and statements shall be sent to the Delegation in the port of landing. Once they have been approved by the Department, the shipowners concerned shall be informed of the amounts that will be refunded to them. These amounts shall be deducted from the fees due for future licence applications.

3. **Evaluation**

3.1. The level of the financial incentives shall be adjusted within the Joint Committee taking into account the socio-economic impact of landings.

4. Penalties in the event of non-compliance with the applicable landing requirements.

4.1. Vessels in the categories subject to compulsory landing which do not comply with this obligation in accordance with the relevant datasheets may be subject to a 5 % increase in the payment of the next fee. If the offence is repeated, these penalties will be reviewed by the Joint Committee.

Appendices

(1) Licence application form

(2) Datasheets

(3) Communication of VMS messages to Morocco, position report

(4) Coordinates of fishing zones

(5) Contact details of the Moroccan CSCP

(6) ICCAT logbook for tuna fishing

(7) Logbook (other fisheries)

(8) Catch declaration form (industrial pelagic fisheries)

(9) Catch declaration form (fisheries other than industrial pelagic and tuna)

(10) Characteristics of the radio station of the Moroccan Sea Fisheries Department

(11) ERS protocol

Appendix 1

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

I - APPLICANT

1. Name of vessel owner: .....

2. Name of vessel owner's association or agent: .....

3. Address of vessel owner's association or agent: .....

.....

4. Telephone:.....Fax:.....E mail:.....

5. Name of master: ..... Nationality: ..... E-mail: ……..…

II – VESSEL AND IDENTIFICATION

1. Vessel name: .....

2. Flag State: .....

3. External registration number: .....

4. Port of registry: ……. MMSI: ……. IMO number:

5. Date on which current flag was acquired: ..... Previous flag, if any: ……

6. Year and place of construction: ..... Radio call sign: .....

7. Call frequency: ……..... Satellite telephone number: ……

8. Hull construction material: Steel ☐ Wood ☐ Polyester ☐ Other ☐

III - TECHNICAL CHARACTERISTICS AND EQUIPMENT

1. Overall length: ..... Width: .....

2. Gross tonnage (GT) .....Net tonnage:……

3. Power of main engine in kW: ..... Make: ..... Type: .....

4. Vessel type: ..... Fishing category: ….....

5. Fishing gear types: .....

6. Fishing zones: …….. Target species: ……..

7. Crew complement: .....

8. Method of preservation on board: Fresh ☐ Chilling ☐ Mixed ☐ Freezing ☐

9. Freezing capacity in tonnes/24 hours: .....

10. Hold capacity: ..... Number: .....

11. VMS transponder:

Manufacturer: ……Model: ……. Serial No.: ……

Software version: ..... Satellite operator: ……..……..…

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

Signature of applicant.....

Appendix 2

The fishing conditions for each category shall be agreed each year before the issue of licences.

Fishing datasheet No 1

Small-scale fishing in the north: pelagic

Number of vessels authorised	20
Authorised gear	Seine Maximum authorised dimensions corresponding to the conditions in the zone: 500 m x 90 m. Ban on fishing with lampara nets.
Type of vessel:	< 100 GT
Fees	EUR 75 per GT per quarter
Geographical limit of the authorised zone	North of 34°18’00’’ An extension of up to latitude 33°25'00" is permitted for five vessels at once, operating on a rotation system, subject to scientific observation. Beyond 2 nautical miles
Target species	Sardine, anchovy and other small pelagic species
Requirement to land in Morocco	30% of declared catches
Biological recovery	Two months: February and March.
Requirement to embark:	Three Moroccan seaman per vessel
Comments	The fact that the activity of the five seiners is extended to south of latitude 34°18'00N will be the subject of assessment one year after application in order to establish the result of any interaction with the national fleet and impact on resources.

Fishing datasheet No 2

Small-scale fishing in the north

Number of vessels authorised	35
Authorised gear	Bottom-set longline. Cat. a) < 40 GT - Maximum number of hooks per longline: 10 000 hooks armed, mounted and ready for use, with a maximum of five bottom-set longlines. Cat. b) ≥ 40 GT and < 150 GT - 15 000 hooks armed, mounted and ready for use, with a maximum of eight bottom-set longlines.
Type of vessel:	a) < 40 GT: 32 licences b) ≥ 40 GT and < 150 GT: 3 licences
Fees	EUR 67 per GT per quarter
Geographical limit of the authorised zone	North of 34°18'00'' N. An extension of up to latitude 33°25'00" is permitted for four vessels at once[5], operating on a rotation system, subject to scientific observation. Beyond 6 nautical miles.
Target species	Scabbardfish, sparidae and other demersal species
Requirement to land in Morocco	Voluntary landing
Biological recovery	From 15 March to 15 May
By-catches	0% of swordfish and surface sharks
Requirement to embark:	< 100 GT: Voluntary ≥ 100 GT: One Moroccan seaman
Comments	The fact that the activity of the four seiners will be extended to south of latitude 34°18'00N will be the subject of assessment

[5] After one year, if the situation is favourable and based on the opinion of the Joint Committee, the number of vessels which may operate in the extended zone may be revised.

	one year after application in order to establish the result of any interaction with the national fleet and impact on resources.

Fishing datasheet No 3

Small-scale fishing in the south

Number of vessels authorised	10
Authorised gear	Rods and line
Type of vessel:	< 80 GT
Fees	EUR 67 per GT per quarter
Geographical limit of the authorised zone	South of 30°40'00"N Beyond 3 nautical miles
Target species	Croaker, sparidae
Requirement to land in Morocco	Voluntary landing
Biological recovery	-
Seine nets authorised for catching live bait	Mesh of 8 mm for catching live bait Seine used beyond 3 nautical miles.
By-catches	0% of cephalopods and crustaceans 5% of other demersal species.
Requirement to embark:	Two Moroccan seamen per vessel

Fishing datasheet No 4

Demersal fishing

Number of vessels authorised	16 vessels; 5 trawlers and 11 longliners
Authorised gear	- For trawlers: ▪ bottom trawl: o Cod end mesh size: 70 mm o Doubling of the cod-end is prohibited. o Doubling of the twine forming the cod-end is prohibited. - For longliners: ▪ bottom longline: o maximum of 20 000 hooks per vessel
Type of vessel:	Trawlers: ▪ maximum tonnage: 600 GT per vessel; Longliners: ▪ maximum tonnage: 150 GT per vessel
Fees	60 EUR per GT per quarter
Geographical limit of the authorised zone	South of 29°N Beyond the isobath of 200 m for trawlers; Beyond 12 nautical miles for longliners
Target species	Black hake, scabbardfish, leerfish/bonito
Requirement to land in Morocco	30% of catches per journey
Biological recovery	-
By-catches	0% of cephalopods and crustaceans, 5% of deep-sea sharks.
Requirement to embark:	Four Moroccan seamen for longliners Seven Moroccan seamen for trawlers

Fishing datasheet No 5

Tuna fishing

Number of vessels authorised	27
Authorised gear	Troll pole and line
Geographical limit of the authorised zone	Beyond 3 miles All of Morocco's Atlantic zone, apart from a protected area east of a line from 33°30'N/7°35'W to 35°48'N/6°20'W
Target species	Tunas
Requirement to land in Morocco	25% of declared catches comprising skipjack (*Katsuwonus pelamis*), bonito (*Sarda sarda*) and frigate mackerel (*Auxis thazard*) per journey.
Biological recovery	-
Seine nets authorised for catching live bait	8 mm mesh for catching live bait, with seiners used beyond 3 nautical miles.
Fees	EUR 35 per tonne fished
Advance	A flat-rate advance of EUR 7 000 is to be paid when applying for an annual licence
Requirement to embark:	Three Moroccan seaman per vessel

Fishing datasheet No 6

Industrial pelagic fishing

Number of vessels authorised	18
Authorised gear	Pelagic or semi-pelagic
Allocated quota	80 000 tonnes per year, ▪ with a maximum of 10 000 tonnes per month for the whole fleet, ▪ except for the months of August to October, when the monthly maximum for catches is increased to 15 000 tonnes.
Type of vessel	Industrial pelagic trawler
Number of vessels authorised	Distribution of vessels authorised to fish: ▪ Ten vessels with a tonnage of more than 3 000 GT ▪ Three vessels with a tonnage of between 150 and 3 000 GT ▪ Five vessels with a tonnage of less than 150 GT
Authorised maximum tonnage per vessel	7 765 GT, taking into account the structure of the European Union's fishing fleet.
Geographical limit of the authorised zone	South of 29°N ▪ beyond 15 nautical miles for freezer trawlers ▪ beyond 8 nautical miles for RSW trawlers
Target species	Sardine, sardinella, mackerel, horse mackerel and anchovy
Composition of catches (per group of species):	▪ horse mackerel/mackerel/anchovies: 65% ▪ sardine/sardinella: 33% ▪ by-catches: 2%

	This composition may be changed by the Joint Committee.
Requirement to land in Morocco	25% of catches per journey
Biological recovery	Authorised fishing vessels must observe all biological recovery periods laid down by the Department in the authorised fishing zone and stop any fishing activity there.[6]
Authorised net	The minimum size of the stretched mesh of the pelagic or semi-pelagic trawl is 40 mm. The bag of the pelagic or semi-pelagic trawl may be strengthened with a piece of netting with a minimum mesh size of 400 mm of stretched mesh and by straps placed at least 1.5 metres apart, except for the strap at the back of the trawl which may not be placed less than 2 metres from the window in the bag. The strengthening or doubling of the bag by any other means is prohibited and the trawl may in no case target species other than the small pelagic species authorised.
By-catches	Maximum of 2% of other species. The list of permitted by-catch species is stipulated by the Moroccan regulations on 'small pelagic fisheries in the South Atlantic'.
Industrial processing	Industrial processing of catches into fishmeal and/or fish oil is strictly prohibited. However, damaged or spoiled fish and the waste resulting from handling catches may be processed into fishmeal or fish oil without exceeding the maximum threshold of 5% of total allowable catches.
Fees	For industrial pelagic freezer trawlers: ▪ EUR 100/tonne payable in advance on a monthly basis. For industrial pelagic trawlers operating with non-freezer vessels: ▪ EUR 35/tonne payable in advance on a monthly basis. Fees will be increased if authorised catches are exceeded by a factor of 3.

[6] The Department will notify this decision to the Commission in advance, specifying the period or periods for which there is a prohibition on fishing, and the areas concerned.

Requirement to embark:	Tonnage of vessel < 150 GT: ▪ Two Moroccan seamen 150 GT ≤ vessel tonnage <1 500 GT: ▪ Four Moroccan seamen 1 500 GT ≤ vessel tonnage <5 000 GT: ▪ Eight Moroccan seamen 5 000 GT ≤ vessel tonnage <7 765 GT: ▪ 16 Moroccan seamen

Appendix 3

COMMUNICATION OF VMS MESSAGES TO MOROCCO
POSITION REPORT

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

The following information is required at the time of transmission to allow the Moroccan CSCP to identity the issuing CSCP:
IP address of the CSCP server and/or DNS references
SSL certificate (complete chain of certification authorities)
Each data transmission is structured as follows:
Characters used must comply with the ISO 8859.1 standard.
A double slash (//) and the characters ‘SR’ indicate the start of a message.
Each data element is identified by its code and separated from the other data elements by a double slash (//)
A single slash (/) separates the field code and the data.
The code ‘ER’ followed by a double slash (//) indicates the end of the message
The optional data elements must be inserted between the start and the end of the message

Appendix 4

COORDINATES OF FISHING ZONES

Data sheet	Category	Fishing zone (latitude)	Distance from the coast
1.	Small-scale fishing in the north: pelagic	34°18'00"N — 35°48'00"N (extended to 33°25'00"N, as indicated in datasheet No 1)	Beyond 2 miles
2.	Small-scale fishing in the north: longline	34°18'00"N — 35°48'00"N (extended to l 33°25'00"N, as indicated in datasheet No 2)	Beyond 6 miles
3.	Small-scale fishing in the south	South of 30°40'00"	Beyond 3 miles
4.	Demersal fishing	South of 29°00'00"	Longliners: beyond 12 miles Trawlers: beyond the 200 metre isobath
5.	Tuna fishing	All of the Atlantic apart from the area delimited by: 35°48'N; 6°20'W/33°30'N; 7°35'W	Beyond 3 miles and 3 miles for bait
6.	Industrial pelagic fishing	South of 29°00'00"	Beyond 15 miles (freezers) Beyond 8 miles (RSW vessels)

Prior to entry into force, the Department will notify the Commission of the geographical coordinates of the Moroccan base line, the Moroccan fishing zone and areas in which navigation and fishing is prohibited. The Department will also notify, at least one month in advance, any change to these delimitations.

Appendix 5

CONTACT DETAILS OF THE MOROCCAN CSCP

NAME OF THE MOROCCAN CSCP: CNSNP (Centre National de Surveillance des Navires de Pêche)

CNSNP telephone number: +212 5 37 68 81 45/46

CNSNP fax number: +212 537 68 83 29/ 82

CNSNP email:

cnsnp@mpm.gov.ma

cnsnp.radio@mpm.gov.ma

Radio station coordinates:

Call sign: CNM

Email addresses for individuals responsible for protocol of VMS data transmission:

1. Bands	2. Vessel emission frequency	3. Vessel reception frequency
4. 8.	5. 8285 khz	6. 8809 khz
7. 12.	8. 12245 khz	9. 13092 khz
10. 16.	11. 16393 khz	12. 17275 khz

boukhanfra@mpm.gov.ma

belhad@mpm.gov.ma

abida@mpm.gov.ma

Appendix 6

ICCAT LOGBOOK FOR TUNA FISHERY

	Longline
	Live bait
	Purse seine
	Trawl
	(Other)

Vessel name: ……	Gross tonnage: ……		Month	Day	Year	Port
Flag country: ……	Capacity – (MT): ……	Vessel DEPARTED:				
Registration No: ……	Master: ……					
Vessel owner: ……	No of crew: ……	Vessel RETURNED:				
Address: ……	Reporting date: ……					
	(Reported by): ……	No of days at sea:		No of fishing days: …… No of sets made: ……		Trip number:

Date		Sector		Surface water temp (ºC)	Fishing effort No of hooks used	Catches																				Bait used			
Month	Day	Latitude N/S	Longitude E/W			Bluefin tuna *Thunnus thynnus or maccoyii*		Yellowfin tuna *Thunnus albacares*		(Bigeye tuna) *Thunnus obesus*		(Albacore) *Thunnus alalunga*		(Swordfish) *Xiphias gladius*		(Strip marlin) (White marlin) *Tetraptunus audax or albidus*		(Black marlin) *Makaira indica*		(Sailfish) *Istiophorus albicans or platypterus*		(Skipjack) *Katsuwonus pelamis*		(Miscellaneous fish)		Daily total (weight in kg only)		Saury	Squid	Live bait	(Other)
						Number of fish	Total kg	Number of fish	kg	Number of fish	kg	Number of fish	kg	Number of fish	kg	Number of fish	kg	Number of fish		Number of fish	kg	Number of fish		Number of fish	kg	Number of fish	kg				
LANDING WEIGHT (IN KG)																													

Comments

1 – Use one sheet per month and one line per day.

2 - At the end of each trip, forward a copy of the log to your correspondent or to the ICCAT, Calle Corazón de María, 8, 28002 Madrid, Spain

3 – 'Day' refers to the day you set the line.

4 - Fishing area refers to the position of the vessel. Round off minutes and record degree of latitude and longitude. Be sure to record N/S and E/W.

5 - The last line (landing weight) should be completed only at the end of the trip. Actual weight at the time of unloading should be recorded.

6 - All information reported herein will be kept strictly confidential.

Appendix 7

FISHING LOGBOOK (NON-TUNA)

The format of the log for the non-tuna fishing activities will be established by mutual agreement before the entry into force of this Protocol.

SECTION 1

FISHING LOG

Day | Month | Year | Time

Name of vessel (1) …….. Left (4) ……. Date (6)

Radio call sign (2) ……

Name of master (3) …….. Returned (5)……. Date (6)

Fishing gear (7) Gear code (8) Mesh size (9) Gear measurements (10)

Captain's signature (11)

SECTION No 2				SECTION No 3: Delete list A or B (whichever is not used)														SECTION No 4		
Date (12)	Statistical sector (13)	Number of fishing operations (14)	Fishing time (hours) (15)	Estimate of quantities caught per species: (in kg) (16) (or comments if fishing is interrupted)														Total weight of catches (kg) (17)	Total weight of fish (kg) (18)	Total weight of fish meal (kg) (19)
				Horse mackerel A	Sardines	Sardinella	Anchovies	Mackerel	Scabbard fish	Tunas	Hake	Red bream	Squid	Cuttlefish	Octopus	Shrimps	Lobsters	Other fish			
				Crawfish B	Deep-water shrimp	Deep-water rose shrimp	Blue-and-red shrimp	Other shrimp	Albacore tuna	Pink spiny lobster	Other crustaceans	Rough ray	Hake	Other fish	Misc. cephalopods	Misc. shellfish					

Appendix 8

APP - MOROCCO

YEAR - QUARTER

Catch declarations (industrial pelagic vessels)

Name of vessel | Flag State | Category

Catch (in kg)

Month	Horse mackerel	Sardines	Sardinella	Anchovies	Mackerel	Scabbard fish	Tunas	Hake	Red sea-bream	Squid	Cuttlefish	Octopus	Shrimps and prawns	Craw-fish	Other fish	Total weight of catch	Total weight of fish	Total weight of fishmeal
	(FAO CODE)																	
January																		
February																		
March																		
April																		
May																		
June																		
July																		
August																		
September																		
October																		
November																		
December																		
Subtotal landed in Morocco																		
Total																		

Appendix 9

APP - MOROCCO
YEAR - QUARTER

Catch declaration (vessels other than industrial pelagic or tuna)

Name of vessel | Flag State | Category

Catch (in kg)

Month	Craw-fish (FAO CODE)	Deep water rose shrimp	Red striped shrimp	Scarlet shrimp	Other shrimp	Albacore	Pink spiny lobster	Other crustaceans	Anglerfish	Hake	Other fish	Misc. cephalopods	Misc. shellfish	Total weight of catch	Total weight of fish	Total weight of fishmeal
January																
February																
March																
April																
May																
June																
July																
August																
September																
October																
November																
December																
Subtotal landed in Morocco																
Total																

Appendix 10

CHARACTERISTICS OF THE RADIO STATION OF THE MOROCCAN SEA FISHERIES DEPARTMENT

MMSI:	242.069.000.
Call sign:	CNM
Location:	Rabat
Frequency range:	1.6 to 30 MHz
Class of transmission:	SSB-AIA-J2B
Transmission power:	800 W

Working frequencies

Bands	Channels	Transmission	Reception
Band 8	831	8.285 kHz	8.809 kHz
Band 12	1206	12.245 kHz	13.092 kHz
Band 16	1612	16.393 kHz	17.275 kHz

Station operating hours

Period	Times
Working days	from 08.30 to 16.30
Saturday, Sunday and public holidays	from 09.30 to 14.00

VHF:	Channel 16	Channel 70 ASN
Radio Telex:		
	Type	DP-5
	Class of transmission:	ARQ-FEC
	Number:	31356
Fax:		
	Numbers	212 5 37 68 8329

Appendix 11

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

General provisions

1. All EU fishing vessels must be equipped with an electronic system, hereinafter referred to as an 'ERS', capable of recording and transmitting data on the vessel's fishing activities, hereinafter referred to as 'ERS data', when the vessel is operating in the Moroccan fishing zone.

2. An EU vessel that is not equipped with an ERS, or whose ERS is not working, shall not be authorised to enter the Moroccan fishing zone in order to engage in fishing activities.

3. ERS data shall be transmitted, in accordance with the procedures of the vessel's flag State to the Fisheries Monitoring and Control Centre (CSCP) of the flag State.

4. The CSCP of the flag State shall transmit instant messages from the vessel (COE, COX, PNO) automatically and without delay to the CSCP in Morocco. Daily catch declarations (FAR) shall be made available automatically and without delay to the CSCP in Morocco.

5. The flag State and Morocco shall ensure that their CSCPs have the necessary IT equipment and software to automatically transmit ERS data in XML format, available on the website of DG Maritime Affairs and Fisheries, and shall have a backup procedure in place capable of saving and storing ERS data in a format which will be computer-readable for at least three years.

6. Any change or update to this format shall be identified and dated and must be operational six months after its introduction.

7. ERS data must be transmitted using the electronic means of communication operated by the European Commission on behalf of the EU, referred to as the DEH (Data Exchange Highway).

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

9. ERS correspondents shall be designated for a minimum period of six months.

10. The CSCP of the flag State and that of Morocco shall notify each other of the contact details (name, address, telephone and telex numbers and emails) of their ERS correspondents, once the ERS system is operational. Any changes to the contact details of the ERS correspondent must be notified immediately.

Producing and communicating ERS data

11. EU fishing vessels must:

    (a) draw up ERS data on a daily basis for each day spent in the Moroccan fishing zone;

(b) record, for each seine or trawl tow or set of a longline, the quantities of each species caught and retained on board as a target species and bycatch, or rejected;

(c) for each species identified in the fishing authorization issued by Morocco, also declare zero catches;

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

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

(f) record, in the ERS data, the transhipped and/or unloaded quantity 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 Morocco at each entry into (COE) or exit from (COX) the Moroccan fishing zone;

(h) provide daily transmissions of ERS data to the CSCP of the flag State as referred to in paragraph 4, electronically and in XML format, at 23:59 hours UTC at the latest.

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

13. The CSCP of the flag State shall automatically and promptly provide the CPSC of Morocco with ERS data in XML format, as referred to in paragraph 5.

14. The CSCP of Morocco shall acknowledge receipt of all ERS messages received in the form of a return message (RET).

15. The CSCP of Morocco shall treat ERS data confidentially.

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

16. The flag State shall without delay inform the master and/or owner of a vessel flying its flag, or his representative, of any technical failure of the ERS installed on board or breakdown in transmission of ERS data between the vessel and the CSCP of the flag State.

17. The flag State shall inform Morocco of the failure detected and the corrective measures taken.

18. In the event of a breakdown in the on-board ERS, the master and/or owner shall ensure the ERS is repaired or replaced within ten working days. If the vessel makes a call at a port within those ten days, it may only resume fishing activity in the Moroccan fishing zone once its ERS is in perfect working order, unless Morocco authorises otherwise.

19. Following a technical failure in its ERS, a fishing vessel may only leave port:

    (i) when the system is once again operational, to the satisfaction of the flag State, or

    (j) beforehand, if it receives authorisation from the flag State. In the latter case, the flag State shall inform Morocco of its decision before the vessel leaves.

20. Any EU vessel operating in the Moroccan fishing zone using a defective ERS system shall transmit its ERS data, on a daily basis and by 23:59 hours UTC, to the CSCP of the flag State by any other electronic communication means available.

21. ERS data as referred to in paragraph 11 which have not been made available to Morocco because of a technical failure are to be transmitted by the CSCP of the flag State to the Moroccan CSCP in an alternative electronic format to be mutually agreed. This alternative transmission shall be considered priority, it being understood that it will not be possible to comply with the transmission deadlines usually applicable.

22. If the Moroccan CSCP does not receive the ERS data from a vessel for three consecutive days, Morocco may instruct a vessel to immediately call at a port of Morocco's choosing in order to investigate.

CSCP failure – ERS data not received by Moroccan CSCP

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

24. The CSCP of the flag State and the Moroccan CSCP shall mutually agree on the alternative means of electronic communication to be used in order to transmit ERS data in the event of a CSCP failure, and shall immediately inform one another of any changes.

25. If the Moroccan CSCP reports that ERS data have not been received, the CSCP of the flag State shall identify the causes of the problem and take appropriate measures in order to resolve it. The CSCP of the flag State shall notify the Moroccan CSCP and the EU of the results of its examination and the measures taken, within 24 hours.

26. If more than 24 hours are required to resolve the problem, the CSCP of the flag State shall transmit the missing ERS data to the Moroccan CSCP without delay via the alternative means of electronic communication referred to in point 24.

27. Morocco shall inform its competent inspection services so that EU vessels are not considered to be in breach of their obligation to transmit ERS data owing to the technical failure of a CSCP.

CSCP maintenance

28. Planned maintenance of a CSCP (maintenance programme) which may affect the exchange of ERS data must be notified at least 72 hours in advance to the other CSCP, indicating, where possible, the date and duration of the maintenance work. Information on unplanned maintenance work shall be sent to the other CSCP as soon as possible.

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

30. If the maintenance work takes more than 24 hours, the ERS data shall be sent to the other CSCP using the alternative means of electronic communication referred to in point 24.

31. Morocco shall inform its competent inspection services so that EU vessels are not considered to be in breach of their obligation to transmit ERS data owing to the maintenance of a CSCP.

LEGISLATIVE FINANCIAL STATEMENT

1. FRAMEWORK OF THE PROPOSAL/INITIATIVE

1.1. Title of the proposal/initiative

1.2. Policy area(s) concerned in the ABM/ABB structure

1.3. Nature of the proposal/initiative

1.4. Objective(s)

1.5. Grounds for the proposal/initiative

1.6. Duration and financial impact

1.7. Management mode(s) planned

2. MANAGEMENT MEASURES

2.1. Monitoring and reporting rules

2.2. Management and control system

2.3. Measures to prevent fraud and irregularities

3. ESTIMATED FINANCIAL IMPACT OF THE PROPOSAL/INITIATIVE

3.1. Heading(s) of the multiannual financial framework and expenditure budget line(s) affected

3.2. Estimated impact on expenditure

3.2.1. Summary of estimated impact on expenditure

3.2.2. Estimated impact on operational appropriations

3.2.3. Estimated impact on appropriations of an administrative nature

3.2.4. Compatibility with the current multiannual financial framework

3.2.5. Third-party contributions

3.3. Estimated impact on revenue

LEGISLATIVE FINANCIAL STATEMENT

FRAMEWORK OF THE PROPOSAL/INITIATIVE

Title of the proposal/initiative

Proposal for a Council Decision on the conclusion of the Protocol between the European Union and the Kingdom of Morocco setting out the fishing opportunities and financial contribution provided for in the Fisheries Partnership Agreement in force between the two Parties.

Policy area(s) concerned in the ABM/ABB structure[7]

11. - Maritime affairs and fisheries policies

11.03 - International fisheries and law of the sea

Nature of the proposal/initiative

☐ The proposal/initiative relates to **a new action**

☐ The proposal/initiative relates to **a new action following a pilot project/preparatory action**[8]

X The proposal/initiative relates to **the extension of an existing action**

☐ The proposal/initiative relates to **an action redirected towards a new action**

Objective(s)

The Commission's multiannual strategic objective(s) targeted by the proposal/initiative

The negotiation and conclusion of fisheries agreements with third countries meets the general objective of giving EU fishing vessels access to fishing zones located in third countries' Exclusive Economic Zones (EEZ) and developing partnership with those countries with a view to strengthening the sustainable exploitation of fishery resources outside EU waters.

The Fisheries Partnership Agreements (FPAs) also ensure coherence between the principles governing the Common Fisheries Policy and the commitments made under other European policies (sustainable use of third-country resources, combating illegal, unreported and unregulated (IUU) fishing, integration of partner countries into the global economy and better political and financial governance of fisheries).

Specific objective(s) and ABM/ABB activity(ies) concerned

Specific Objective 1:

To contribute to sustainable fishing in non-EU waters, maintain a European presence in distant-water fisheries and protect the interests of the European fisheries sector and consumers by negotiating and concluding FPAs with coastal states, consistent with other European policies.

ABM/ABB activity(ies) concerned:

Maritime affairs and fisheries, International fisheries and law of the sea, International fisheries agreements (budget line 11.03 01)

[7] ABM: Activity-Based Management, ABB: Activity-Based Budgeting.

[8] As referred to in Article 49(6)(a) or (b) of the Financial Regulation.

Expected result(s) and impact

Specify the effects which the proposal/initiative should have on the beneficiaries/groups targeted.

The conclusion of the Protocol will help maintain the fishing opportunities for EU vessels in the Moroccan fishing zone.

The Protocol will also contribute to better management and conservation of fishery resources, through financial support (sectoral support) for the implementation of programmes adopted at national level by the partner country, in particular as regards monitoring and combating illegal fishing.

Indicators of results and impact

Specify the indicators for monitoring implementation of the proposal/initiative.

Rates of utilisation of fishing opportunities (annual uptake of fishing authorisations as a percentage of availability under the Protocol);

Gathering and analysing data on catches and the commercial value of the Agreement;

Contribution to employment and to added value in the EU and to stabilising the EU market (in aggregate with other FPAs);

Number of technical meetings and meetings of the Joint Committee.

Grounds for the proposal/initiative

Requirement(s) to be met in the short or long term

The new Protocol is expected to apply once it comes into force.

The new Protocol will provide a framework for the fishing activities of the European fleet in the Moroccan fishing zone and will authorise European vessel owners to apply for fishing licences allowing them to fish in Moroccan waters. In addition, the new Protocol enhances cooperation between the EU and the Kingdom of Morocco, with a view to promoting the development of a sustainable fishing policy. It provides, in particular, for vessels to be monitored via VMS and for the electronic transmission of catch data. Sectoral support has been strengthened to help the Kingdom of Morocco with its national fisheries strategy ('Halieutis') and in the fight against IUU fishing.

Added value of EU involvement

As regards this new Protocol, failure to act by the EU would allow the emergence of private agreements which would not guarantee sustainable fisheries. The European Union also hopes that with this Protocol, the Kingdom of Morocco will continue to cooperate effectively with the EU particularly as regards the fight against illegal fishing.

Lessons learned from similar experiences in the past

Analysis of catches under the previous Protocol has led the Parties to increase the reference tonnage. Sectoral support has been strengthened taking account of the priorities of the national fisheries strategy and requirements in terms of building the capacity of the Moroccan fishing authorities.

Compatibility and possible synergy with other appropriate instruments

Funds paid out under FPAs constitute fungible revenue in the budgets of the third-country partners. However, allocating some of those funds for implementing measures as part of the

country's sectoral policy is a condition for the conclusion and monitoring of FPAs. These financial resources are compatible with other sources of funding from other providers of international funding for carrying out projects and/or programmes at national level in the fisheries sector.

Duration and financial impact

X Proposal/initiative of **limited duration**

X Proposal/initiative in force from the date of signature of the Protocol and for a duration of three years.

X Financial impact from 2014 to 2017 (4 years)

☐ Proposal/initiative of **unlimited duration**

Implementation with a start-up period from YYYY to YYYY,

followed by full-scale operation.

Management mode(s) planned[9]

X **Centralised direct management** by the Commission

☐ **Centralised indirect management** with the delegation of implementation tasks to:

☐ executive agencies

☐ bodies set up by the Communities[10]

☐ national public-sector bodies/bodies with public-service mission

☐ persons entrusted with the implementation of specific actions pursuant to Title V of the Treaty on European Union and identified in the relevant basic act within the meaning of Article 49 of the Financial Regulation

☐ **Shared management** with Member States

☐ **Decentralised management** with third countries

☐ **Joint management** with international organisations

[9] Details of management modes and references to the Financial Regulation may be found on the BudgWeb site: http://www.cc.cec/budg/man/budgmanag/budgmanag_en.htm

[10] As referred to in Article 185 of the Financial Regulation.

MANAGEMENT MEASURES

Monitoring and reporting rules

Specify frequency and conditions

The Commission (DG MARE, in collaboration with its fisheries counsellor in the European Union's Delegation at Rabat) will ensure regular monitoring of the implementation of this Protocol, particularly as regards operators' use of fishing opportunities and in terms of catch data.

The Fisheries Partnership Agreement provides for at least one annual meeting of the Joint Committee, at which the Commission and the third country concerned review the implementation of the Agreement and the Protocol thereto and, if necessary, adjust the programming and, where applicable, the financial contribution.

Management and control system

Risk(s) identified

There is some risk in setting up a fisheries protocol, particularly with regard to the amounts intended to finance the sectoral fisheries policy (under-programming). These difficulties were not encountered with the Kingdom of Morocco during the implementation of the 2007-11 Protocol.

Control method(s) envisaged

Extensive dialogue is planned on the programming and implementation of the sectoral policy. Joint analysis of results, as referred to in Article 6, also forms part of these control methods.

In addition, the Protocol contains specific clauses for its suspension, on certain conditions and in given circumstances.

Measures to prevent fraud and irregularities

Specify existing or envisaged prevention and protection measures.

The Commission undertakes to establish political dialogue and regular consultation with the Kingdom of Morocco with a view to improving the management of the agreement and strengthening the EU's contribution to the sustainable management of resources. In any case, any payment which the Commission makes under an FPA is subject to the Commission's standard rules and budgetary and financial procedures. This makes it possible, in particular, to fully identify the bank accounts of the third countries into which the financial contribution is paid. For this particular Protocol, Article 3(4) stipulates that the entire financial contribution must be paid into a single Moroccan Public Treasury account.

ESTIMATED FINANCIAL IMPACT OF THE PROPOSAL/INITIATIVE

Heading(s) of the multiannual financial framework and expenditure budget line(s) affected

Existing budget lines

Following the order of multiannual financial framework headings and budget lines.

Heading of multiannual financial framework	Budget line	Type of expenditure	Contribution			
	Number [Description……...……]	Diff./Non-Diff. (11)	from EFTA countries[12]	from candidate countries[13]	from third countries	within the meaning of Article 18(1)(aa) of the Financial Regulation
2.	11 03 01 To establish a governance framework for fishing activities carried out by Union fishing vessels in third country waters (SFAs)	Diff.	None	None	None	None

New budget lines requested

(not applicable)

Following the order of multiannual financial framework headings and budget lines.

Heading of multiannual financial framework	Budget line	Type of expenditure	Contribution			
	Number [Description……...……]	Diff./Non-Diff.	from EFTA countries	from candidate countries	from third countries	within the meaning of Article 18(1)(aa) of the Financial Regulation
	[XX.YY.YY.YY]		YES/NO	YES/NO	YES/NO	YES/NO

11 Diff. = Differentiated appropriations / Non-Diff. = Non-differentiated appropriations.

12 EFTA: European Free Trade Association.

13 Candidate countries and, where applicable, potential candidate countries from the Western Balkans.

Estimated impact on expenditure

Summary of estimated impact on expenditure

EUR million (to 3 decimal places)

Heading of multiannual financial framework:	Number 2	Preservation and management of natural resources

DG: MARE			Year **2014**	Year **2015**	Year **2016**	Year **2017**	**TOTAL**
• Operating appropriations							
Number of budget line: 11 03 01 To establish a governance framework for fishing activities carried out by Union fishing vessels in third country waters (SFAs)	Commitments	(1)	30.000	30.000	30.000	30.000	**120.000**
	Payments	(2)	30.000	30.000	30.000	30.000	120.000
Appropriations of an administrative nature financed from the envelope of specific programmes[14]							
Number of budget line: 11.010401		(3)	0.131	0.131	0.131	0.191	**0.584**
TOTAL appropriations for DG MARE	Commitments	=1+1a +3	**30.131**	**30.131**	**30.131**	**30.191**	**120.584**
	Payments	=2+2a +3	**30.131**	**30.131**	**30.131**	**30.191**	**120.584**

[14] Technical and/or administrative assistance and expenditure in support of the implementation of EU programmes and/or actions (former "BA" lines), indirect research, direct research.

• TOTAL operational appropriations	Commitments	(4)	30.000	30.000	30.000	30.000	**120.000**
	Payments	(5)	30.000	30.000	30.000	30.000	120.000
• TOTAL appropriations of an administrative nature financed from the envelope of specific programmes		(6)	0.131	0.131	0.131	0.191	**0.584**
TOTAL appropriations under HEADING 2 of the multiannual financial framework	Commitments	=4+ 6	**30.131**	**30.131**	**30.131**	**30.191**	**120.584**
	Payments	=5+ 6	**30.131**	**30.131**	**30.131**	**30.191**	**120.584**

If more than one heading is affected by the proposal/initiative: (not applicable)

• TOTAL operational appropriations	Commitments	(4)								
	Payments	(5)								
• TOTAL appropriations of an administrative nature financed from the envelope of specific programmes		(6)								
TOTAL appropriations under HEADINGS 1 to 4 of the multiannual financial framework (Reference amount)	Commitments	=4+ 6								
	Payments	=5+ 6								

Heading of multiannual financial framework:	**5**	'Administrative expenditure'

EUR million (to 3 decimal places)

		Year **2014**	Year **2015**	Year **2016**	Year **2017**	**TOTAL**
DG: MARE						
• Human resources		0.164	0.164	0.164	0.164	**0.656**
• Other administrative expenditure		0.006	0.006	0.006	0.006	**0.024**
TOTAL DG MARE	Appropriations	0.170	0.170	0.170	0.170	**0.680**

TOTAL appropriations under HEADING 5 of the multiannual financial framework	(Total commitments = Total payments)	**0.170**	**0.170**	**0.170**	**0.170**	**0.680**

EUR million (to 3 decimal places)

		Year **2014**	Year **2015**	Year **2016**	Year **2017**	**TOTAL**
TOTAL appropriations under HEADINGS 1 to 5 of the multiannual financial framework	Commitments	30.301	30.301	30.301	30.301	121.204
	Payments	30.301	30.301	30.301	30.301	121.204

Estimated impact on operational appropriations

☐ The proposal/initiative does not require the use of operational appropriations

X The proposal/initiative requires the use of operational appropriations, as explained below:

Commitment appropriations in EUR million (to three decimal places)

Indicate objectives and outputs ⇩			Year **2014**		Year **2015**		Year **2016**		Year **2017**		**TOTAL**	
	Type[15]	Average cost	No	Cost	No	Cost	No	Cost	No	Cost	Total No	Total cost
SPECIFIC OBJECTIVE No 1[16]…												
- Licences	vessels		126	16.000	126	16.000	126	16.000	126	16.000		64.000
Catch (pelagic)	tons		80 K		80 K		80 K		80 K			
Sectoral support	EUR			14.000		14.000		14.000		14.000		56.000
Subtotal for specific objective No 1				30.000		30.000		30.000		30.000		120.00
TOTAL COST				30.000		30.000		30.000		30.000		**120.00**

15 Outputs are products and services to be supplied (e.g.: number of student exchanges financed, number of km of roads built, etc.).

16 As described in Section 1.4.2. 'Specific objective(s)…'

Estimated impact on appropriations of an administrative nature

Summary

☐ The proposal/initiative does not require the use of appropriations of an administrative nature

X The proposal/initiative requires the use of appropriations of an administrative nature, as explained below:

EUR million (to 3 decimal places)

	Year **2014**	Year **2015**	Year **2016**	Year **2017**	**TOTAL**
HEADING 5 of the multiannual financial framework					
Human resources	0.164	0.164	0.164	0.164	**0.656**
Other administrative expenditure	0.006	0.006	0.006	0.006	**0.024**
Subtotal HEADING 5 of the multiannual financial framework	0.170	0.170	0.170	0.170	**0.680**

Outside HEADING 5[17] of the multiannual financial framework	Year **2014**	Year **2015**	Year **2016**	Year **2017**	**TOTAL**
Human resources	0.125	0.125	0.125	0.125	**0.500**
Other expenditure of an administrative nature	0.006	0.006	0.006	0.066	**0.084**
Subtotal outside HEADING 5 of the multiannual financial framework	0.131	0.131	0.131	0.191	**0.584**

TOTAL	**0.301**	**0.301**	**0.301**	**0.361**	**1.264**

The human resources appropriations required will be met by appropriations from the DG that are already assigned to management of the action and/or have been redeployed within the DG, together if necessary with any additional allocation which may be granted to the managing DG under the annual allocation procedure and in the light of budgetary constraints.

[17] Technical and/or administrative assistance and expenditure in support of the implementation of EU programmes and/or actions (former 'BA' lines), indirect research, direct research.

Estimated requirements of human resources

☐ The proposal/initiative does not require the use of human resources.

X The proposal/initiative requires the use of human resources, as explained below:

Estimate to be expressed in full amounts (or at most to one decimal place)

		Year **2014**	Year **2015**	Year **2016**	Year **2017**
11 01 01 01 (Headquarters and Commission's Representation Offices)		1.25	1.25	1.25	1.25
11 01 01 02 (Delegations)					
11 01 05 01 (Indirect research)					
10 01 05 01 (Direct research)					
11 01 02 01 (CA, INT, SNE from the 'global envelope')					
11 01 02 02 (CA, INT, JED, LA and SNE in the delegations)					
11 01 04 ***01*** [18]	- at Headquarters[19]				
	- Delegations	1.00	1.00	1.00	1,00
11 01 05 02 (CA, SNE, INT - Indirect research)					
10 01 05 02 (CA, INT, SNE - Direct research)					
Other budget lines (specify)					
TOTAL		**2.25**	**2.25**	**2.25**	**2.25**

11 is the policy area or budget title concerned.

The human resources required will be met by staff from the DG who are already assigned to management of the action and/or have been redeployed within the DG, together if necessary with any additional allocation which may be granted to the managing DG under the annual allocation procedure and in the light of budgetary constraints.

Description of tasks to be carried out:

Officials and temporary staff	Monitoring and management of the process for the (re)negotiation of the FPA and the approval of the result of the negotiations by the institutions; management of the current FPA, including permanent operational and financial monitoring; management of licences. Desk officer from DG MARE + HoU/deputy HoU + secretariat: overall estimate of 1.25 people/year Calculation of costs: 1.25 people/year x EUR 131 000/year = EUR 163 750 => EUR 0.164 million
External staff	Monitoring the implementation of the sectoral support – CA assigned to the Delegation (Rabat): overall estimate of 1 people/year

[18] Sub-ceiling for external staff under operational appropriations (former 'BA' lines).

[19] Mainly for the Structural Funds, the European Agricultural Fund for Rural Development (EAFRD) and the European Fisheries Fund (EFF).

	Calculation of costs: 1 people/year x EUR 125 000/year = EUR 125 000 => EUR 0.125 million

Compatibility with the current multiannual financial framework

X Proposal/initiative is compatible with the current multiannual financial framework.

☐ Proposal/initiative will entail reprogramming of the relevant heading in the multiannual financial framework.

Explain what reprogramming is required, specifying the budget lines concerned and the corresponding amounts.

☐ Proposal/initiative requires application of the flexibility instrument or revision of the multiannual financial framework[20].

Explain what is required, specifying the headings and budget lines concerned and the corresponding amounts.

Third-party contributions

X The proposal/initiative does not provide for co-financing by third parties.

☐ The proposal/initiative provides for the co-financing estimated below:

Appropriations in EUR million (to 3 decimal places)

	Year **N**	Year **N+1**	Year **N+2**	Year **N+3**	Enter as many years as necessary to show the duration of the impact (see point 1.6)			Total
Specify the co-financing body								
TOTAL appropriations cofinanced								

[20] See points 19 and 24 of the Interinstitutional Agreement.

Estimated impact on revenue

X Proposal/initiative has no financial impact on revenue.

☐ Proposal/initiative has the following financial impact:

☐ on own resources

☐ on miscellaneous revenue

EUR million (to 3 decimal places)

Budget revenue line:	Appropriations available for the current financial year	Impact of the proposal/initiative[21]						
		Year **N**	Year **N+1**	Year **N+2**	Year **N+3**	Enter as many years as necessary to show the duration of the impact (see point 1.6)		
Article ….								

For miscellaneous 'assigned' revenue, specify the budget expenditure line(s) affected.

Specify the method for calculating the impact on revenue.

[21] As regards traditional own resources (customs duties, sugar levies), the amounts indicated must be net amounts, i.e. gross amounts after deduction of 25 % for collection costs.