

**IMPLEMENTING PROTOCOL  
to the Fisheries Partnership Agreement between the Gabonese Republic and the European  
Community (2021-2026)**

THE EUROPEAN UNION, hereafter referred to as the "Union",

and

THE GABONESE REPUBLIC, hereafter referred to as "Gabon",

hereafter jointly referred to as the "Parties"

CONSIDERING the close cooperation between the Parties, particularly in the context of relations between the African, Caribbean and Pacific Group of States (ACP) and the Union, and their mutual desire to intensify that relationship,

BEING parties to the Fisheries Partnership Agreement between the Gabonese Republic and the European Community, hereafter referred to as the "Agreement",

RECALLING the provisions of the Agreement,

RECALLING also the principle that all States must adopt appropriate measures to ensure the sustainable management and the conservation of marine resources and cooperate with each other to that end,

REAFFIRMING the objective of ensuring the sustainable exploitation of the surplus of marine biological resources,

REAFFIRMING also the objective of ensuring the sustainable joint exploitation and management of shared stocks,

CONSIDERING THAT it is important to promote international cooperation in scientific research,

HAVE AGREED AS FOLLOWS:

**PART I**

**GENERAL PROVISIONS**

*Article 1*

**Definitions**

For the purposes of this Protocol, the definitions set out in Article 1 of the Agreement shall apply. In addition,

- (1) "fishing activity" means searching for fish, shooting, setting, towing or hauling a fishing gear, taking catch on board, transhipping, retaining on board, processing on board, transferring, caging, fattening and landing of fish and fishery products;
- (2) "Union authorities" means the European Commission;
- (3) "Gabonese authorities" means the Ministry of Gabon that is responsible for fisheries;
- (4) "catches" means marine aquatic species caught by fishing gear deployed by a fishing vessel;
- (5) "landing" means unloading of any quantity of fishery products from a fishing vessel on land;
- (6) "delegation" means the delegation of the European Union to Gabon;
- (7) "serious dispute" means disagreement regarding the interpretation of the Protocol and preventing its implementation;

- (8) “fish aggregating device” or “FAD” means a natural or artificial object floating on the surface of the water under which the various species of fish it attracts gather, thereby increasing the catchability of those species;
- (9) “Gabonese legislation” means Gabon’s legislation regarding fishing activities;
- (10) “fishing licence” means an administrative authorisation issued by the Gabonese authorities to an operator entitling it to fish in the Gabonese fishing zone for a specified period; equivalent to the fishing authorisation defined by Union legislation;
- (11) “Union vessel” means a fishing vessel or support vessel flying the flag of a Member State of the Union and registered in the Union;
- (12) “support vessel” means a vessel, other than a craft carried on board, that is not equipped with operational fishing gear designed to catch or attract fish and that facilitates, assists or prepares fishing operations;
- (13) “observer” means any person authorised by a national authority, in accordance with the Annex, to observe the implementation of the rules applicable to a fishing activity, or to observe the activity for scientific purposes;
- (14) “operator” means the natural or legal person who operates or holds any undertaking carrying out any of the activities related to any stage of the production, processing, marketing, distribution or retail chains of fisheries and aquaculture products;
- (15) “fishing opportunity” means a quantified legal entitlement to fish, expressed in terms of catches or fishing effort;
- (16) “Protocol” means this Protocol on the implementation of the Agreement, as well as its Annex and the Appendices thereto;
- (17) “discards” means catches not retained on board;
- (18) “allowable catch surplus” means that part of the allowable catch which a coastal State does not harvest, resulting in an overall exploitation rate for individual stocks that remains below levels at which stocks are capable of restoring themselves and maintaining populations of harvested species above desired levels based on the best available scientific advice;
- (19) “transhipment” means the transfer of some or all of the catches made by one fishing vessel to another vessel, including, in accordance with Gabonese legislation, storage in containers or any other packaging;
- (20) “Gabonese fishing zone” means those parts of the waters under Gabon’s jurisdiction in which Gabon authorises Union fishing vessels to carry out fishing activities in accordance with Article 5 of the Agreement.

## Article 2

### Objective and period of application

1. The objective of this Protocol is to implement the Agreement by specifying in particular the conditions governing access by Union vessels to the Gabonese fishing zone and setting out the provisions for implementing the sustainable fisheries partnership.
2. This Protocol shall apply for a period of five years from the date of its signature, in accordance with Article 24.

## Article 3

### Field of application

This Protocol shall apply to:

- (a) the Gabonese fishing zone, the geographical coordinates of which are given in Appendix 1 to the Annex. This definition shall not affect any negotiations on the delimitation of the sea areas of coastal States bordering the Gabonese fishing zone, or the rights of third countries in general;

- (b) the target species listed in Appendix 2 to the Annex, excluding species protected or prohibited under the International Commission for the Conservation of Atlantic Tunas (ICCAT) or other international agreements and Gabonese legislation;
- (c) the fishing activities carried out by Union vessels in the Gabonese fishing zone.

#### Article 4

##### **Relationship between the Protocol and the Agreement**

The provisions of this Protocol shall be interpreted and applied in the context of and in a manner consistent with the Agreement.

#### Article 5

##### **Relationship between the Protocol and other agreements and legal instruments**

The provisions of this Protocol shall be interpreted and applied in accordance with:

- (a) the recommendations and resolutions of the ICCAT or other relevant regional fisheries organisations, such as the Regional Fisheries Commission for the Gulf of Guinea (COREP);
- (b) the Agreement for the Implementation of the Provisions of the United Nations Convention on the Law of the Sea of 10 December 1982 relating to the Conservation and Management of Straddling Fish Stocks and Highly Migratory Fish Stocks of 1995;
- (c) the Code of Conduct for Responsible Fisheries adopted at the Conference of the Food and Agriculture Organization of the United Nations (FAO) in 1995;
- (d) the Agreement on Port State Measures to Prevent, Deter and Eliminate Illegal, Unreported and Unregulated Fishing approved by the Conference of the FAO in 2009;
- (e) the essential elements referred to in Article 9 of the Partnership agreement between the members of the African, Caribbean and Pacific Group of States of the one part, and the European Community and its Member States, of the other part (the "Cotonou Agreement"), or included in the equivalent article of the agreement between the European Union and the ACP countries that succeeds it;

and in a manner compatible with them.

#### Article 6

##### **Access to the allowable catch surplus and access based on a scientific opinion**

1. The Parties agree that Union fishing vessels are only to fish the allowable catch surplus referred to in Article 62(2) and (3) of the United Nations Convention on the Law of the Sea (UNCLOS), and identified, in a clear and transparent manner, on the basis of available and relevant scientific advice and relevant information exchanged between the Parties on the total fishing effort exerted on the affected stocks by all fleets operating in the Gabonese fishing zone.

2. With respect to straddling or highly migratory fish stocks, the Parties shall take due account of scientific assessments conducted at regional level as well as conservation and management measures adopted by relevant RFMOs to determine the resources available for access.

#### Article 7

##### **Economic cooperation and exploitation**

1. In accordance with Article 8 of the Agreement, the Parties shall cooperate in economic, commercial, scientific and technical matters in the fisheries and related sectors. To this end, they agree on the creation of a consultation mechanism, involving operators, that aims to improve the business environment and identify opportunities for cooperation and investment in the fisheries sector in the context of the national strategy for the development of the sector implemented by Gabon. This consultation mechanism shall take the form of regular meetings that may lead in particular to proposals and recommendations to the joint committee or to cooperation of an operational nature. Where appropriate, it shall also be based on the financing of specific actions in the context of sectoral support.

2. The Parties shall cooperate with a view to facilitating the landing of catches from Union vessels operating in the Gabonese fishing zone.

3. Gabon shall encourage operators, or groups of operators, to tranship, land and appraise locally all or part of the fishery resources caught in the Gabonese fishing zone. To this end, Gabon shall establish incentive schemes to benefit operators, in accordance with Gabonese legislation.

4. Union vessels shall endeavour to procure the supplies and services necessary for their fishing activities from Gabon, depending on the availability of provisions and related services.

5. To this end, the Parties shall encourage both human and institutional capacity building in the fisheries sector in order to improve skills development and training capacities, so as to contribute to the sustainability of fishing activities in Gabon and the development of the blue economy.

6. This Protocol shall contribute to the development of trade relations between the Parties and take account of developments relating to the Economic Partnership Agreement. To achieve this, the Parties shall regularly discuss ways of facilitating access to the European market for fishery products originating from Gabon.

## PART II

### RIGHTS AND OBLIGATIONS

#### *Article 8*

##### **Authorised access for Union vessels**

1. Access to the Gabonese fishing zone shall be possible for Union vessels up to the following limits:

- (a) 27 tuna seiners;
- (b) 6 pole-and-line tuna vessels;
- (c) 4 trawlers mainly targeting bottom-dwelling crustaceans, in the context of exploratory fishing and in line with the conditions laid down in the Annex.

In addition, support vessels for tuna seiners may enter the Gabonese fishing zone under the conditions set out in point 3 of Chapter I of the Annex.

2. This Article shall apply subject to Articles 17 and 18. The procedure for obtaining a fishing licence for a vessel, the fees applicable and the terms of payment to be used by the vessel owner shall be as set out in the Annex.

#### *Article 9*

##### **Compliance with Gabonese legislation**

1. With a view to ensuring a regulatory framework for sustainable fishing, Union vessels operating in the Gabonese fishing zone shall comply with Gabonese legislation, unless otherwise provided for in the Agreement or this Protocol. The Gabonese authorities shall notify the Union authorities of the applicable laws and regulations no later than one month prior to the application of this Protocol.

2. The Union undertakes to take all necessary measures to ensure that Union vessels comply with the Agreement and with the laws and regulations notified by Gabon in accordance with paragraph 1, and that the monitoring, control and surveillance measures relating to fishing activities under this Protocol are effectively applied.

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

4. The Parties shall notify each other of any changes in their respective fisheries policy or legislation having a potential impact on the activities of Union vessels under this Protocol.

5. Any change in legislation affecting the activities of Union vessels in the Gabonese fishing zone shall be enforceable in respect of Union vessels, as from the 60th day following receipt by the Union authorities of the notification from the Gabonese authorities.

#### *Article 10*

##### **Non-discrimination and transparency**

1. Under Article 3(1) of the Agreement, the Union fleet shall benefit from technical fishing conditions no less favourable than those applied to other fleets having the same characteristics and fishing for the same species. The Gabonese authorities undertake to ensure that access to the Gabonese fishing zone is commensurate with the activity of the Union fleet and that the Union fleet obtains an appropriate share of the fishery resources.

2. The Parties undertake to exchange and publish information on any agreement allowing foreign vessels to enter the Gabonese fishing zone and on the resulting fishing effort, in particular the number of authorisations issued and the catches made.

3. The Union undertakes to make available to Gabon, on a quarterly basis, aggregated data on the quantities and places of landings of catches made in the Gabonese fishing zone and, as far as possible, the relevant data from observer reports.

#### *Article 11*

##### **Data processing and confidentiality**

1. The Parties undertake to ensure that personal or commercially sensitive data relating to Union vessels and their fishing activities under this Protocol, or commercially sensitive information relating to communication systems used by the Union, are processed in accordance with principles of confidentiality and data protection, including those established by this Article.

2. The Parties shall ensure that only aggregated data on fishing activities in Gabonese waters, in particular catch and effort data, are made available to the public, in accordance with the relevant provisions of the ICCAT and of other RFMOs.

3. The data and information referred to in paragraph 1 shall be used by the competent authorities exclusively for the purpose of implementing the Agreement. The Parties may, however, use satellite-based vessel monitoring system (VMS) data in emergency situations, for search and rescue, or for maritime safety purposes.

4. Personal data relating to Union fishing vessels shall not be made public. Personal data shall be processed in an appropriate manner to ensure their protection, including against unauthorised or unlawful processing.

5. Personal data shall not be kept beyond the time necessary for the purpose for which they were exchanged. With regard to personal data transmitted by the Union, appropriate safeguards and legal remedies may be established by the Joint Committee in accordance with the relevant Union legislation on the protection of personal data.

#### *Article 12*

##### **Exclusivity**

1. Pursuant to Article 6 of the Agreement, Union fishing vessels shall engage in fishing activities in the Gabonese fishing zone only if they have a fishing licence issued under this Protocol.

2. The Gabonese authorities shall issue fishing licences to Union vessels exclusively under this Agreement. The issuing of any fishing licence to Union vessels outside the framework of this Protocol, in particular in the form of direct licences, shall be prohibited.

## Article 13

### Financial contribution

1. For the period referred to in Article 2 of this Protocol, the financial contribution referred to in Article 7 of the Agreement shall be EUR 13 000 000.
2. The Union's financial contribution shall comprise the following elements:
  - (a) compensation for access to the waters and fishery resources of the Gabonese fishing zone, calculated on the basis of an annual reference tonnage of 32 000 tonnes, the annual amount of which shall be EUR 1 600 000;
  - (b) support for the implementation of Gabon's sectoral fisheries policy, the annual amount of which shall be EUR 1 000 000.

In addition, the overall contribution paid by vessel owners is estimated to be at least equivalent to the Union's contribution.

3. Paragraph 2 of this Article shall apply subject to Articles 15, 17, 18, 22 and 23.

4. If the catches of Union vessels in any year exceed the annual reference tonnage, the compensation provided for in paragraph 2, point (a), shall be supplemented by the tonnage of catches of the year concerned over and above the reference tonnage multiplied by an amount of EUR 50 per tonne.

## Article 14

### Payments

1. The Union shall pay the compensation fixed in Article 13(2)(a) no later than 60 days after the start of the provisional application of this Protocol for the first year, and no later than the anniversary date of the provisional application of this Protocol for the following years.
2. The Union shall endeavour to settle, within three months following the validation of catches carried out in accordance with Chapter V of the Annex, the amounts due for catches exceeding the reference tonnage in accordance with Article 13(4). If the quantities of catches made by Union vessels are more than twice the total reference tonnage, the amount due in respect of the quantity exceeding that limit shall be paid the following year.
3. Each element of the financial contribution referred to in Article 13 shall be paid into an account of the Gabonese Public Treasury. The financial contribution referred to in Article 13(2)(b) shall be allocated to the Gabonese authorities responsible for implementing Gabon's sectoral fisheries policy. The Gabonese authorities shall communicate the bank details of the account(s) to the Union authorities every year.

## PART III

### SUPPORT FOR RESPONSIBLE FISHING

## Article 15

### Sectoral support

1. The financial contribution referred to in Article 13(2)(b) shall contribute to sustainable fisheries development in Gabon. It shall contribute to the implementation of national strategies and policies for the sustainable development of the fisheries and aquaculture sector, in line with the Strategic Plan for an Emerging Gabon 2025 (*Plan stratégique Gabon émergent 2025 - PSGE 2025*) and the Union's development and partnership policy, in particular the multiannual indicative programme for Gabon.

2. Part of the financial contribution referred to in Article 13(2)(b), for an indicative annual amount of EUR 100 000, shall be dedicated specifically to the observation and management of the marine environment, to measures to protect fragile ecosystems contributing to healthy stocks and to the management of marine protected areas.

3. No later than three months after the start of the provisional application of this Protocol, the Joint Committee provided for in Article 9 of the Agreement shall adopt a multiannual sectoral programme and rules for implementing it.

4. The multiannual sectoral programme shall identify the expected contribution of these actions to good ocean governance and the promotion of responsible and sustainable fisheries, in line with Gabon's fisheries development and management plans. It shall define the objectives to be achieved and the actions envisaged, particularly in the following areas:

- (a) fisheries support and management measures, including for small-scale fisheries;
- (b) fisheries monitoring, control and surveillance;
- (c) the fight against illegal, unreported and unregulated (IUU) fishing;
- (d) the development and strengthening of scientific capacities in the field of fisheries and aquaculture;
- (e) the implementation of the actions referred to in paragraph 2.

5. The multiannual sectoral programme shall set out the planned breakdown, for the duration of this Protocol and for each year, of the measures and amounts allocated from the financial contribution referred to in Article 13(2)(b) to the Protocol, in the form of a multiannual programming table and an annual programming table.

6. The Parties undertake to promote the visibility of Union support and shall provide for specific measures in the multiannual sectoral programme to publicise the Union contribution to the actions implemented.

7. The implementing arrangements for the multiannual sectoral programme shall set out:

- (a) the eligibility criteria for expenditure relating to the actions envisaged;
- (b) the indicators for the annual monitoring and evaluation of the results achieved in relation to the objectives pursued;
- (c) the sources of verification of the information provided.

8. An annual implementation report shall be submitted to the Joint Committee one month before its annual meeting, in order to assess the level of attainment of the objectives and the rate of implementation achieved. The Joint Committee shall verify that the measures taken are consistent with the programming and the general objectives and may make recommendations for further implementation of the multiannual sectoral programme.

9. The financial contribution referred to in Article 13(2)(b) shall be paid in instalments. For the first year of application of this Protocol, the payment shall be made after the adoption of the programme by the Joint Committee, in accordance with paragraph 3 of this Article. For the following instalments, the payments shall be made:

- (a) subject to a rate of implementation of the programme actions planned for the previous tranche of 75 % or greater; any uncommitted amounts of a tranche shall be allocated to the following tranche; the total shall be taken into account for the subsequent execution of that tranche; and
- (b) after the report referred to in paragraph 8 of this Article has been submitted and validated by the Joint Committee.

10. At the end of the multiannual sectoral programme, Gabon shall prepare a final report on the activities carried out and the results obtained. This report shall also indicate any unused surplus amounts of sectoral support and identify the sectors of action in the field of fisheries management for which Gabon undertakes to use any funds available, including after the expiry of this Protocol.

11. Any amendment to the multiannual sectoral programme, or to one of the annual programmes forming part of it, must be approved by the Joint Committee. The amendments may be approved in the form of an exchange of letters.

12. The Union may revise or suspend all or part of the payments of the financial contribution referred to in Article 13(2)(b):

- (a) if the Joint Committee finds that the results obtained do not correspond to the objectives set by the programming;
- (b) if all or part of the resources from the financial contribution are used for purposes other than those set out in the programming.

13. The payments shall resume after consultation between the Parties and validation by the Joint Committee. However, this contribution may not be paid later than six months after the date this Protocol expires.

14. The Parties shall continue to monitor the sectoral support until the financial contribution referred to in Article 13(2)(b) has been used up, if necessary after the date this Protocol expires.

## Article 16

### **Scientific cooperation to ensure responsible fishing**

1. The Parties shall promote sustainable management of fishery resources and marine ecosystems, and responsible fishing in Gabonese waters.

2. The Parties undertake to cooperate to monitor the state of fishery resources in Gabonese waters, including through the organisation of stock assessment surveys, and to contribute to fisheries management.

3. The Parties shall promote scientific cooperation within the ICCAT and shall take account of the scientific advice of other relevant regional organisations. The Parties shall consult each other prior to the annual meetings held by those organisations.

4. Where appropriate, the Parties shall, pursuant to Article 4(2) of the Agreement, organise a scientific meeting to examine any scientific matter relating to the implementation of this Protocol and to draw up a scientific opinion, in accordance with the terms of reference established by the Joint Committee and in line with the needs identified.

## Article 17

### **Scientific opinion, revision of access opportunities and conditions for fishing**

1. In accordance with the relevant scientific opinions, particularly that delivered by the scientific meeting provided for in Article 16(4), the Joint Committee may:

- (a) adopt specific measures affecting the activities of Union vessels;
- (b) reassess the access opportunities set out in Article 8 and revise them by means of a duly reasoned decision.

2. The specific measures and the revision of opportunities referred to in paragraph 1, point (b), must contribute to the sustainable management of fishery resources, in line with the best available scientific advice and recommendations and resolutions adopted within the ICCAT or other relevant regional organisations.

## Article 18

### **Exploratory fishing and new fishing opportunities**

1. The Parties shall encourage exploratory fishing in the Gabonese fishing zone, in particular as regards under-exploited species. At the request of one of the two Parties, the Joint Committee shall determine on a case-by-case basis, in a technical file, the species concerned and the appropriate conditions. The Joint Committee shall use the best available scientific advice and, where applicable, the scientific opinion obtained pursuant to Article 16(4).

2. Authorisations for exploratory fishing are to be granted for a maximum period of six months. Vessels engaged in exploratory fishing shall comply with the technical files drawn up by the Joint Committee on the basis of scientific advice, which shall also specify the arrangements for landing and how the catches are to be used. An observer appointed by the Gabonese authorities and, where appropriate, a scientific observer from the flag State shall be present on board throughout the duration of the exploratory trip. The observation data collected shall be transmitted for analysis and scientific advice in accordance with Article 16.

3. Following the scientific meeting, an opinion on the results of the exploratory surveys shall be submitted to the Joint Committee, which shall decide whether it is appropriate to introduce fishing opportunities for new species for the time remaining until the Protocol expires.

#### PART IV

### PROVISIONS GOVERNING THE INSTITUTIONS

#### *Article 19*

#### **Functioning and prerogatives of the Joint Committee**

1. The Joint Committee set up by Article 9 of the Agreement shall exercise its functions in accordance with the objectives of the Agreement.

2. The first meeting of the Joint Committee shall be held no later than three months after the date of the start of the provisional application of this Protocol.

3. An extraordinary meeting of the Joint Committee shall be held at the request of either Party within one month of the request.

4. The Joint Committee may deliberate and take decisions by exchange of letters.

5. The Joint Committee may adopt amendments to this Protocol concerning:

(a) the fishing opportunities under Article 8 and Article 18(3) and, consequently, the financial contribution referred to in Article 13(2)(a);

(b) the detailed rules for implementing the sectoral support referred to in Article 15 of this Protocol;

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

6. Such amendments to this Protocol shall be recorded in minutes signed by the Parties which shall specify the date on which such amendments become enforceable.

#### *Article 20*

#### **Electronic exchange of information**

1. The Parties undertake to set up as soon as possible the computer systems necessary for the electronic exchange of all information and documents relating to the implementation of this Protocol.

2. The arrangements for the implementation and use of these systems to exchange catch data, catch declarations on entry and exit (via the Electronic Recording and Reporting System (ERS)), vessel positions (via the VMS), and to obtain licences are set out in the Annex and the Appendices thereto.

3. The electronic form of a document shall be considered equivalent to the paper version in every respect. In case of divergence between the two, the Parties shall consult each other with a view to identifying the authentic version.

4. The Parties shall inform each other without delay of any computer malfunction. The information and documents relating to the implementation of this Protocol shall then be exchanged in accordance with alternative arrangements agreed between the Parties.

## PART V

### FINAL PROVISIONS

#### *Article 21*

##### **Dispute resolution**

Any dispute concerning the application and interpretation of the Agreement and this Protocol shall be settled amicably by the Parties within the Joint Committee.

#### *Article 22*

##### **Suspension**

1. The implementation of this Protocol may be suspended at the initiative of one of the Parties if one or more of the following conditions is met:

- (a) one of the Parties finds that there has been a breach of the instruments and principles set out in Article 5 of this Protocol;
- (b) unusual circumstances, as defined in Article 2(h) of the Agreement, preventing the exercise of fishing activities in the Gabonese fishing zone;
- (c) significant changes in the policy guidelines of one or other of the Parties affecting this Protocol;
- (d) failure by either Party to comply with this Protocol;
- (e) non-payment, by the Union, of the compensation provided for in Article 13(2)(a) of this Protocol, for reasons other than those provided for in Article 15 or 17 of this Protocol;
- (f) a serious and unresolved dispute between the Parties regarding the interpretation of this Protocol.

2. In such cases, the Parties shall consult each other with a view to reaching an amicable settlement. If no such settlement is reached, the suspension of the application of this Protocol shall be notified to the other Party in writing and shall take effect after a period of one month from the date of notification.

3. As soon as the suspension takes effect, Union vessels shall leave the Gabonese fishing zone within 24 hours.

4. The amount of the compensation provided for in Article 13(2)(a) shall be reduced in proportion to the period during which the application of this Protocol was suspended.

5. After the suspension has taken effect, the Parties shall continue to consult with a view to finding an amicable settlement to their dispute. If such a settlement is reached, the application of this Protocol shall resume and any compensation shall be examined by the Joint Committee.

#### *Article 23*

##### **Termination**

1. This Protocol may be terminated at the initiative of either of the Parties under the conditions set out in Article 13(1) of the Agreement. The Party concerned shall notify the other Party in writing of its intention to terminate this Protocol. The other Party shall acknowledge receipt in writing without delay.

2. The notification referred to in paragraph 1 shall open consultations between the Parties. If the consultations are not successful within two months following the date of acknowledgement of receipt, the termination shall take effect.

*Article 24*

**Provisional application**

This Protocol shall apply on a provisional basis from the date of signature by the Parties.

*Article 25*

**Continuation of the partnership**

The Parties shall consult each other at least six months before the expiry of this Protocol with a view to its possible renewal.

*Article 26*

**Entry into force**

This Protocol shall enter into force on the date on which the Parties notify each other of the completion of the procedures necessary for that purpose.

*Article 27*

**Authentic texts**

This Protocol shall be drawn up in duplicate in the Bulgarian, Croatian, Czech, Danish, Dutch, English, Estonian, Finnish, French, German, Greek, Hungarian, Italian, Latvian, Lithuanian, Maltese, Polish, Portuguese, Romanian, Slovak, Slovenian, Spanish and Swedish languages, each text being equally authentic, but in the case of divergence between the authentic linguistic versions, the French text shall prevail.

Съставено в Брюксел на двадесет и девети юни две хиляди двадесет и първа година.

Hecho en Bruselas, el veintinueve de junio de dos mil veintiuno.

V Bruselu dne dvacátého devátého června dva tisíce dvacet jedna.

Udfærdiget i Bruxelles den niogtyvende juni to tusind og enogtyve.

Geschehen zu Brüssel am neunundzwanzigsten Juni zweitausendeinundzwanzig.

Kahe tuhande kahekümne esimese aasta juunikuu kahekümne üheksandal päeval Brüsselis.

Ἐγινε στις Βρυξέλλες, στις είκοσι εννέα Ιουνίου δύο χιλιάδες είκοσι ένα.

Done at Brussels on the twenty-ninth day of June in the year two thousand and twenty one.

Fait à Bruxelles, le vingt-neuf juin deux mille vingt et un.

Sastavljeno u Bruxellesu dvadeset devetog lipnja godine dvije tisuće dvadeset prve.

Fatto a Bruxelles, addì ventinove giugno duemilaventuno.

Briselē, divi tūkstoši divdesmit pirmā gada divdesmit devītajā jūnijā.

Priimta du tūkstančiai dvidešimt pirmų metų birželio dvidešimt devintą dieną Briuselyje.

Kelt Brüsszelben, a kétezer-huszonegyedik év június havának huszonkilencedik napján.

Magħmul fi Brussell, fid-disgha u għoxrin jum ta' Ġunju fis-sena elfejn u wieħed u għoxrin.

Gedaan te Brussel, negenentwintig juni tweeduizend eenentwintig.

Sporządzono w Brukseli dnia dwudziestego dziewiątego czerwca roku dwa tysiące dwudziestego pierwszego.

Feito em Bruxelas, em vinte e nove de junho de dois mil e vinte e um.

Întocmit la Bruxelles la douăzeci și nouă iunie două mii douăzeci și unu.

V Bruseli dvadsateho deviateho júna dvetisícdvadsaťjeden.

V Bruslju, devetindvajsetega junija dva tisoč enaindvajset.

Tehty Brysselissä kahdenenakymmenenentäyhdeksäntä päivänä kesäkuuta vuonna kaksituhattakaksikymmentäksi.

Som skedde i Bryssel den tjugonionde juni år tjugohundratjugoett.

За Европейския съюз  
Por la Unión Europea  
Za Evropskou unii  
For Den Europæiske Union  
Für die Europäische Union  
Euroopa Liidu nimel  
Για την Ευρωπαϊκή Ένωση  
For the European Union  
Pour l'Union européenne  
Za Europsku uniju  
Per l'Unione europea  
Eiropas Savienības vārdā –  
Europos Sąjungos vardu  
az Európai Unió részéről  
Għall-Unjoni Ewropea  
Voor de Europese Unie  
W imieniu Unii Europejskiej  
Pela União Europeia  
Pentru Uniunea Europeană  
Za Európsku úniu  
Za Evropsko unijo  
Euroopan unionin puolesta  
Für Europeiska unionen

Nuno Brito

За Република Габон  
Por la República Gabonesa  
Za Gabonskou republiku  
For Den Gabonesiske Republik  
Für die Gabunische Republik  
Gaboni Vabariigi nimel  
Για τη Δημοκρατία της Γκαμπόν  
For the Gabonese Republic  
Pour la République gabonaise  
Za Gabonsku Republiku  
Per la Repubblica gabonese  
Gabonas Republikas vārdā –  
Gabono Respublikos vardu  
a Gaboni Köztársaság részéről  
Għar-Repubblika tal-Gabon  
Voor de Republiek Gabon  
W imieniu Republiki Gabońska  
Pela República Gabonesa  
Pentru Republika Gaboneză  
Za Gabonskú republiku  
Za Gabonsko republiko  
Gabonin tasavallan puolesta  
Für Republiken Gabon



## ANNEX

**CONDITIONS GOVERNING FISHING ACTIVITIES BY UNION VESSELS IN THE GABONESE FISHING ZONE**

## CHAPTER 1

**GENERAL PROVISIONS**

## 1. DESIGNATION OF THE COMPETENT AUTHORITY

- 1.1 For the purposes of this Annex and unless otherwise specified, any reference to the Union or to Gabon as a competent authority shall mean:
  - for the Union: the European Commission, where applicable through the European Union delegation to Gabon;
  - for Gabon: the Ministry responsible for fisheries, through the Directorate-General for Fisheries and Aquaculture (*Direction Générale des Pêches et de l'Aquaculture - DGPA*).
- 1.2 The contact details of the competent authorities are set out in Appendix 3. The Parties shall notify each other immediately of any changes in the contact details.

## 2. GABONESE FISHING ZONE — ZONES CLOSED TO NAVIGATION AND FISHING

- 2.1 The coordinates of the Gabonese fishing zone covered by this Protocol are set out in Appendix 1. Before the start of the provisional application of this Protocol, Gabon shall inform the Union of the geographical coordinates of the baselines of the Gabonese fishing zone and of all zones which are closed to navigation and fishing.
- 2.2 Union vessels may not engage in fishing activities within a band of 12 nautical miles from the baselines.
- 2.3 Marine protected areas, and fish breeding areas as defined by Gabonese legislation, shall be closed to fishing where this is provided for in Gabonese legislation or development plans for those areas.
- 2.4 Oil exploitation areas shall also be closed to navigation. Moreover, oil exploration areas shall be closed to fishing activities during prospecting periods.
- 2.5 Gabon shall notify the Union of any change in the zones closed to navigation or fishing at least two months before its entry into force.

## 3. ACTIVITIES OF SUPPORT VESSELS

- 3.1 Support vessels may carry out support activities for Union vessels provided that they have been authorised by Gabon. The total number of support vessels must be in line with the commitments made by the Parties under the relevant ICCAT recommendations and the overall limit that applies to the Union fleet as a whole in accordance with Gabonese legislation. The authorisation procedure shall be that laid down in point 8 of Chapter II of the Annex.
- 3.2 The application for authorisation for a support vessel shall identify the seiners to which it will provide support. In the Gabonese fishing zone, a support vessel may only intervene for the benefit of Union vessels operating under this Protocol.
- 3.3 The use of air support means for tracking purposes shall be prohibited.

**4. APPOINTMENT OF A LOCAL AGENT**

Any Union vessel which plans to land in a Gabonese port must be represented by an agent resident in Gabon.

**5. BANK ACCOUNT FOR PAYMENTS BY VESSEL OWNERS**

5.1 Before the start of the provisional application of this Protocol, Gabon shall send the Union the details of the Gabonese Public Treasury account or accounts into which the financial sums payable by Union vessels under the Agreement are to be paid. It shall notify any changes immediately.

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

**CHAPTER II****FISHING LICENCES****1. CONDITIONS FOR OBTAINING A FISHING LICENCE – ELIGIBLE VESSELS**

Fishing licences shall be issued on condition that:

- 1.1 the vessel is entered in the Union fishing vessel register and is on the ICCAT list of authorised fishing vessels;
- 1.2 all prior obligations of the vessel owner or master, or with respect to the vessel itself, arising from fishing activities in Gabon under the Agreement, have been met.

**2. LICENCE APPLICATION**

2.1 The Union shall submit, by electronic means, to the Gabonese competent authority an application for a licence for each eligible applicant Union vessel at least 21 working days before the start of the requested period of validity, consisting of:

- (a) the form which appears in Appendix 4, duly completed;
- (b) proof of payment of the fee referred to in point 3.3 of this Chapter for the requested period of validity of the licence and of the costs of observers referred to in point 3 of Chapter XI;
- (c) a recent digital colour photograph, with appropriate graphic resolution, of the Union vessel viewed from the side;
- (d) a diagram of the Union vessel including its fish hold plan;
- (e) a copy of the International Tonnage Certificate establishing the tonnage of the Union vessel in gross tonnage (GT).

2.2 For the renewal of a fishing licence under the protocol in force, for a Union vessel whose technical specifications have not been modified, the Union application form and proof of payment of the fee and the costs of observers shall be sufficient.

**3. FEES**

3.1 The amount of the fees shall include all national and local charges, except for port charges (including customs, sanitation and port administration) and service charges.

3.2 The amount of the fee per tonne fished in the Gabonese fishing zone applicable to tuna seiners and pole-and-line vessels shall be:  
— EUR 75 for the first period of application from the date of signature of this Protocol to 31 December 2021;  
— EUR 80 for the remaining duration of this Protocol

3.3 The licences shall be issued after payment to the Gabonese authorities of an annual flat-rate fee of:

(a) for the first period of application from the date of signature of this Protocol to 31 December 2021:

- for tuna seiners: EUR 33 750 per year per Union vessel, corresponding to the fee due for 450 tonnes;
- for pole-and-line tuna vessels: EUR 2 400 per year per Union vessel, corresponding to the fee due for 32 tonnes;

(b) for the remaining duration of this Protocol:

- for tuna seiners: EUR 36 000 per year per Union vessel, corresponding to the fee due for 450 tonnes;
- for pole-and-line tuna vessels: EUR 2 560 per year per Union vessel, corresponding to the fee due for 32 tonnes.

3.4 Licences shall be issued for a specific Union vessel and shall not be transferable.

3.5 If the annual statement of the total amount due for a Union vessel exceeds the amount paid as the annual flat-rate advance for that vessel, the vessel owner shall pay the balance under the conditions laid down in Chapter V. If the annual statement of the total amount due for a Union vessel is less than the amount paid as the annual flat-rate advance for that vessel, the corresponding remaining amount is not recoverable.

#### 4. LIST OF VESSELS AUTHORISED TO FISH

4.1 Once the licence applications have been accepted, Gabon shall draw up a list of eligible Union vessels. This list shall be sent immediately in electronic format to the Gabonese authority responsible for supervising fishing and to the Union.

4.2 The Union shall transmit the list drawn up in accordance with point 4.1 to the flag Member States. If the Union offices in Gabon are closed, Gabon may send the list directly to the vessel owner or his agent, by electronic means, with a copy to the Union.

4.3 The Union vessels which appear on that list may begin fishing activities as soon as it has been transmitted in accordance with the arrangements set out in points 4.1 and 4.2.

4.4 The list shall be updated regularly and other foreign vessels shall also be included in the list in accordance with Article 10 of this Protocol.

#### 5. ISSUE OF THE LICENCE — TRANSMISSION ARRANGEMENTS

5.1 Gabon shall issue the licence within 21 days of receiving the full application file.

5.2 The original licences shall be transmitted to the Union, which shall deliver them to the vessel owner or his agent. If the Union offices in Gabon are closed, Gabon may send the licence directly to the vessel owner or his agent, and inform the Union thereof.

5.3 At the same time, a scanned copy of the original licences shall be transmitted electronically to the Union, which shall send it to the vessel owner or his agent.

5.4 The Parties may agree to full digitalisation of fishing licences, based on detailed rules laid down in the Joint Committee.

## 6. LICENCE VALIDITY PERIOD

In accordance with Gabonese legislation, the fishing licences are allocated for a calendar year.

## 7. DOCUMENTS TO BE KEPT ON BOARD

- 7.1 Except in the case of full digitalisation of licences, the original licence or, failing that and only for a period limited to 45 days after the issue of the licence, a copy of that licence, shall be kept on board the vessel at all times. However, the vessels shall be authorised to fish as soon as they are included in the list of authorised vessels referred to in point 4 of this Chapter. Those vessels shall keep on board at all times a copy of the list or a copy of the licence until they can keep the original of their licence on board.
- 7.2 The layout plan, including the layout of the Union vessel's holds, must be kept on board the vessel at all times.
- 7.3 The documents referred to in points 7.1 and 7.2 shall be made available to Gabon's authorised inspectors in the event of an inspection.

## 8. SUPPORT VESSEL AUTHORISATIONS

- 8.1 Points 1 to 7 of this Chapter shall apply to applications for authorisation for support vessels and shall set out the relevant obligations. However, the support vessel shall not be obliged to be entered in the Union fishing vessel register.
- 8.2 The flat-rate fee to be paid shall be EUR 7 500 per year per support vessel. This fee does not cover any catch tonnage.
- 8.3 Points 8.1 and 8.2 shall apply without prejudice to the provisions relating to support vessels flying a third country flag authorised by Gabon in accordance with Gabonese legislation.

## 9. IMPLEMENTATION OF AN AUTOMATED ELECTRONIC LICENCE MANAGEMENT SYSTEM

- 9.1 The electronic transmission of licence applications and their issue shall be made via the LICENCE system made available by the European Commission.
- 9.2 On a transitional basis, and until the LICENCE system is implemented by the Parties, the electronic exchanges shall be made via e-mail.

## CHAPTER III

### TECHNICAL MEASURES

1. The technical measures applicable to the fishing activities of Union vessels are set out in the technical sheet which appears in Appendix 2.
2. The vessels shall comply with the relevant ICCAT recommendations.
3. FAD-RELATED MEASURES

- 3.1 The Union vessels shall ensure that the limit per seiner of 125 active FADs, with operational buoys, is applied at all times in the Gabonese fishing zone. By 1 March every year, the owners of Union vessels shall provide the Gabonese authorities with a list of the active FADs in the Gabonese fishing zone, in accordance with paragraph 38 of ICCAT Recommendation 19-02.

3.2 The Union vessels authorised in the Gabonese fishing zone shall comply with the relevant ICCAT recommendations. In particular, in order to limit their impact on the ecosystems and reduce the amount of synthetic marine litter, the FADs shall be constructed with non-entangling, natural or biodegradable non-plastic materials, with the exception of the beacons.

3.3 All the FADs used by each Union vessel shall be marked as required by the ICCAT.

#### 3.4 FAD logbook

- (a) In accordance with ICCAT rules, masters of tuna seiner vessels or support vessels shall keep up to date an FAD logbook, a specimen of which is set out in Appendix 5;
- (b) the master shall complete the FAD logbook for each day the vessel is present in the Gabonese fishing zone;
- (c) every day the master shall record each FAD activity in the FAD logbook, specifying the FAD identification code and the type of FAD;
- (d) the FAD logbook shall be completed legibly, in block capitals, and shall be signed by the master. The vessel owner shall be responsible for the accuracy of the data recorded in the FAD logbook;
- (e) no later than 30 days after leaving the Gabonese fishing zone, the master of the vessel shall transmit the FAD logbook covering the days it was present in that area, in accordance with the guidelines for the transmission of data and the information required by the ICCAT. This information shall be sent to the Gabonese Fisheries Monitoring Centre (FMC), the contact details for which appear in Appendix 3.

3.5 Gabon shall communicate to the Union and the vessel owners the zones and periods of seismic surveys carried out in the Gabonese fishing zone, and the updated contact details of the companies operating there, one month before the record-keeping starts. The vessel owners shall instruct their telecommunications operators to provide real-time positions of FADs equipped with beacons within the relevant areas, for the periods indicated, to the companies concerned. Gabon shall check that Union vessels transmit this information and, if they fail to do so, shall impose the appropriate penalties in accordance with the rules in force.

3.6 Gabon may exceptionally and temporarily authorise the intervention of Union support vessels in areas of oil exploration and exploitation, as well as in territorial waters, solely for the purpose of removing FADs present in those areas. To this end, the master of the support vessel shall request authorisation from the Gabonese authorities by e-mail 48 hours in advance, indicating:

- the area of intervention,
- the number of FADs to be recovered,
- the time and point of entry into the area of intervention, and
- the estimated time and point of exit from the area of intervention.

The Gabonese authorities shall reply no later than three hours before the scheduled time of entry into the area of intervention. The absence of a reply shall be understood as acceptance.

3.7 The Union vessels authorised to fish in the Gabonese fishing zone shall make every effort to recover their FADs present in Gabonese waters by no later than 31 December each year throughout the duration of this Protocol.

### 4. MEASURES TO LIMIT IMPACT ON SENSITIVE SPECIES

The operators shall endeavour to reduce the impact of fishing on protected species of seabirds, sea turtles, sharks and marine mammals by applying proven technical measures adapted to the Gabonese fishing environment, increasing the selectivity of fishing gear, limiting incidental catches and optimising the survival of individuals caught.

## CHAPTER IV

## CATCH MONITORING AND REPORTING

## SECTION 1

***Recording and reporting of catches until the ERS is used***

1. Union vessels authorised to fish in the Gabon fishing zone under the Agreement shall communicate their catches daily to the Gabonese authorities in accordance with points 2 to 5, until such time as the ERS is implemented by both Parties, at a date decided by the Joint Committee.
2. The master shall fill in a catch declaration form every day in accordance with the ICCAT resolutions, for each haul of each fishing trip in the Gabonese fishing zone. The form shall be filled in legibly and signed by the master of the vessel, even in the absence of catches.
3. Catches shall be reported in the format set out in Appendix 6. Any update of the form shall be endorsed by the Joint Committee.
4. The Union vessels shall send the completed form to the Gabonese authorities, preferably by providing an extract from the electronic logbook, as specified below:
  - daily, before the end of each day they are present in the Gabonese fishing zone;
  - within 24 hours of their arrival in port, if they call at the port of Owendo or of Port-Gentil;
  - within 24 hours of leaving Gabonese waters if they do not call at the port of Owendo or of Port-Gentil.
5. After leaving the Gabonese fishing zone, a copy of the catch declaration form shall also be sent to the scientific institutes concerned, namely: the National Centre for Scientific and Technological Research (CENAREST) of Gabon, as well as the Research Institute for Development (IRD) or the Spanish Institute of Oceanography (*Instituto Español de Oceanografía - IEO*).

## SECTION 2

***Electronic fishing logbook — ERS recording and reporting***

## 1. GENERAL PROVISIONS

- 1.1 The master of a Union vessel carrying out fishing activities under this Protocol shall keep an electronic fishing logbook integrated into an ERS.
- 1.2 Once the system is operational, vessels not equipped with an ERS shall not be authorised to enter the Gabonese fishing zone in order to engage in fishing activities.
- 1.3 The master shall be responsible for the accuracy of the data recorded in the electronic fishing logbook. The fishing logbook shall comply with the relevant ICCAT resolutions and recommendations and shall be transmitted in accordance with the UN/FLUX standard referred to in Appendix 7.
- 1.4 The flag State and Gabon shall ensure that they have the necessary IT equipment and software to automatically transmit ERS data.
- 1.5 The flag State shall ensure that the ERS data are received and recorded in a computer database enabling the data to be stored securely for a period of at least 36 months from the start of the trip.
- 1.6 The flag State's FMC shall ensure that fishing logbooks are automatically made available through the ERS to Gabon's FMC on a daily basis for the period during which the vessel is present in the Gabonese fishing zone, even in the event of a zero catch.

## 2. ELECTRONIC LOGBOOK DATA

- 2.1 Every day, the master shall record the estimated quantities of each species caught and kept on board, or discarded into the sea, for each fishing operation. The recording of the estimated quantities of a species caught or discarded into the sea shall be made regardless of weight.
- 2.2 If the vessel is present but does not carry out any fishing, the position of the vessel at noon shall be recorded.
- 2.3 The fishing logbook data shall be transmitted automatically and on a daily basis to the FMC of the flag State. The information shall include at least the following:
  - (a) the International Maritime Organization (IMO) or common fleet register (CFR) identification numbers and the name of the vessel;
  - (b) a unique fishing trip identification number;
  - (c) the FAO 3-alpha code of each species;
  - (d) the relevant geographical area in which the catches were made;
  - (e) the date and time of the catches;
  - (f) the date and time of departure from and arrival at the port;
  - (g) the type of gear and technical specifications;
  - (h) the estimated quantities of each species kept on board, in kilograms live weight or, where appropriate, the number of individual fish; and
  - (i) the estimated quantities of each species discarded, in kilograms live weight or, where appropriate, the number of individual fish.

## 3. TECHNICAL BREAKDOWN OR FAILURE AFFECTING THE UNION VESSEL'S ON-BOARD RECORDING AND TRANSMISSION OF ELECTRONIC REPORTS

- 3.1 The flag State's and Gabon's FMCs shall inform each other immediately of any event likely to affect the transmission of ERS data from one or more Union vessels.
- 3.2 If Gabon's FMC does not receive the data to be transmitted by a Union vessel, it shall notify this to the flag State's FMC immediately. The flag State's FMC shall promptly investigate the reasons for this non-receipt of ERS data and inform Gabon's FMC of the result of its investigations.
- 3.3 Where a failure occurs in the transmission between the Union vessel and the flag State's FMC, the latter shall notify this immediately to the master or the operator of the Union vessel or, if they cannot be reached, to their representative. On receipt of this notification, the master of the vessel shall transmit the missing data to the competent authorities of the flag State, by any appropriate means of telecommunication, every day and no later than 23.59 Universal Time Coordinated (UTC).
- 3.4 In the event of a failure of the electronic transmission system installed on board the vessel, the master or the operator of the vessel shall ensure that the ERS is repaired or replaced within 10 days of detecting the failure. Once that deadline has passed, the Union vessel shall no longer be authorised to fish in the Gabonese fishing zone and must leave or call at a Gabonese port within 24 hours. The Union vessel shall not be authorised to leave that port or to return to the Gabonese fishing zone until the FMC of its flag State has established that the ERS is again functioning correctly.
- 3.5 If the non-receipt of the ERS data by Gabon is caused by the failure of the electronic systems under the supervision of the Union or Gabon, the Party in question shall take any prompt action to resolve the problem rapidly. The other Party shall be notified once the problem has been resolved.

- 3.6 Every 24 hours, the flag State's FMC shall send Gabon's FMC all ERS data received by the flag State since the last transmission, using any electronic means of communication available. The same procedure may be applied at the request of Gabon in the case of maintenance operations lasting more than 24 hours and affecting the systems under the supervision of the Union. Gabon shall inform its competent monitoring services so that Union vessels are not considered to be in breach of their obligation to transmit ERS data. The flag State's FMC shall ensure that the missing data are entered into the electronic database it keeps in accordance with point 1.5 of this Chapter.
- 3.7 The flag State and Gabon shall each designate an ERS correspondent who shall act as the contact point for matters relating to the implementation of these provisions, notify each other of the contact details of their ERS correspondents and, where appropriate, update this information without delay.

### SECTION 3

#### ***Aggregate catch data***

1. Before the end of each quarter, the Union shall provide the Gabonese authorities with the aggregated data referred to in Article 10(3) of this Protocol, for the previous quarters of the current year, indicating the quantities of catches per vessel, per month of catch, and per species, extracted from its database, along with the places of landings. These data shall be provisional and expandable, taking into account, where appropriate, the observer data provided on an annual basis.
2. Gabon shall analyse these aggregated data and report any major inconsistencies with the fishing logbook data received. The flag States shall conduct investigations and update data as necessary. Cases of persistent inconsistencies between data sources shall be submitted to the Joint Committee with a view to finding a solution.

### CHAPTER V

#### **CALCULATION AND PAYMENT OF CATCH-RELATED FEES AND CONTRIBUTIONS**

1. By 20 February each year at the latest, the Union shall provide aggregated data indicating the quantities per Union vessel, per month and per species, of catches made in the Gabonese fishing zone during the previous calendar year, together with a calculation of the fees due for each Union vessel.
2. Gabon shall have until 15 March to contest the data provided, on the basis of supporting evidence. Following that contestation, the Parties shall have one month to agree on the data. If no agreement is reached, the Parties shall consult each other by post or videoconference as soon as possible, where appropriate within the Joint Committee.
3. The Union shall immediately communicate the accounts validated by both Parties to the vessel owners so they can make the payment for the remaining catches within 30 days, into the bank account for the payment of fees. Gabon shall monitor these payments and notify the Union of any delays or incomplete payments. At the same time, the Union shall ensure that payments are made within the time limit set.
4. The validated statements shall be used to calculate the amount to be paid by the Union for any additional catches exceeding the reference tonnage for a full year, in accordance with Articles 13 and 14 of this Protocol.

## CHAPTER VI

## TRANSSHIPMENTS AND LANDINGS IN GABON

## 1. FISHERIES SECTOR DEVELOPMENT OBJECTIVES – INCENTIVES

In the framework of Gabon's policy of industrialising its fisheries sector, the Parties shall encourage economic cooperation in the fishing and processing industry in order to boost investments, resource valorisation, job creation and a proper balance between supply and demand. Incentives shall be given to Union vessels in this context. More specifically, Gabon has set itself the long-term objective of transhipping or landing all the products caught in its waters.

## 2. MARKET SUPPLY OBJECTIVE

- 2.1 In order to meet market needs and contribute to food security, before the start of the fishing season the Gabonese authorities shall provide the Union with an estimate of the desirable quantities of fishery products for transhipment or landing, hereby giving priority to the supply needs of the local processing industries. The Union shall transmit this information to operators in the Gabonese fishing zone, via the Member States. The operators shall inform the Gabonese authorities of their availability to meet those requirements, with a minimum of 30 % of the catches to be transhipped in a Gabonese port, provided that the financial and commercial conditions of the market are met and in full compliance with commercial negotiations between operators and under the conditions agreed between them.
- 2.2 Each Union vessel that tranships in a Gabonese port shall undertake to land 100 % of the by-catch kept on board at the time of transhipment, provided that the financial and commercial conditions of the market are met and in full compliance with commercial negotiations between operators and under the conditions agreed between them.

## 3. PROCEDURE FOR LANDING AND TRANSHIPMENT

- 3.1 The vessel master or his representative shall notify the competent authority of the vessel's entry into port at least 48 hours in advance, indicating:
  - (a) the name of the vessel;
  - (b) the port of landing or transhipment;
  - (c) the name of the cargo vessel receiving the transhipped products, where applicable;
  - (d) the destination of the transhipped or landed catches;
  - (e) the expected date and time of entry into port, of transhipment or of landing;
  - (f) the quantity, expressed in kilograms of live weight and, where appropriate, in number of individual fish, of each species kept on board, transhipped or landed. Each species must be identified by its FAO 3 alpha code.
- 3.2 The landing or transhipment operation must be carried out in or off one of the authorised ports. The authorised ports are Owendo and Port-Gentil.
- 3.3 Transhipment at sea shall be prohibited.
- 3.4 The catches transhipped shall be exempt from customs duties or charges having equivalent effect in accordance with Gabonese legislation on the transit of goods.

## CHAPTER VII

**CONTROL**

## 1. ENTERING AND EXITING THE FISHING ZONE

- 1.1 Any entry into or exit from the Gabonese fishing zone by a Union vessel holding a licence issued under this Protocol shall be notified to Gabon no later than three hours before entering or exiting, using the model appearing in Appendix 8.
- 1.2 The notification shall be made through the ERS or, failing that, by e-mail to the e-mail addresses listed in Appendix 3. Gabon shall immediately notify the Union vessels concerned and the Union of any change to the e-mail address used for the entry and exit notifications.
- 1.3 In addition, the first and last VMS positions of a vessel crossing the limit of the Gabonese fishing zone shall be transmitted to the Gabonese FMC on its entry and exit.
- 1.4 Any Union vessel found to be fishing in the Gabonese fishing zone without having previously notified its presence shall be considered to be a vessel fishing illegally.

## 2. INSPECTIONS AT SEA OR IN PORT

- 2.1 The inspection of Union vessels holding a licence issued under this Protocol in Gabonese waters shall be carried out by inspectors and vessels authorised by Gabon and clearly identified as being assigned to carry out fishing checks.
- 2.2 Inspections in port of Union vessels shall be carried out only by government surveillance teams duly authorised by Gabon and clearly identifiable as being assigned to carry out fishing checks.
- 2.3 Before going on board, the Gabonese surveillance team shall inform the Union vessel of their decision to carry out an inspection. Each surveillance team shall be made up of a maximum of four surveillance officers from the DGPA and six surveillance officers from the National Navy. Where appropriate, a maximum of two mandated observers may be present during the inspection. The observers shall not be directly involved in the inspection activities. They shall refrain from any action that could harm the Union vessel or the crew or interfere with their activities. They shall be under the constant supervision of the Head of the inspection mission and subject to his authority.
- 2.4 The surveillance officers shall only stay on board the Union vessel for the time necessary to carry out tasks linked to the inspection. They shall carry out this inspection in a way which minimises the impact on the Union vessel, its fishing activity and cargo.
- 2.5 Images (photos or videos) made during the inspection shall be reserved for the authorities responsible for fisheries control and surveillance. They must not be made public unless Gabonese legislation provides otherwise.
- 2.6 Gabon may authorise the Union to participate in the inspection at sea as an observer.
- 2.7 The master of the Union vessel shall allow the surveillance team to come on board and carry out their work.
- 2.8 At the end of each inspection, the surveillance team shall draw up an inspection sheet. This sheet shall be signed by the master, who shall have the right to add comments to it.

- 2.9 The signature of this sheet by the master is merely an acknowledgement of receipt of this document and does not affect the vessel owner's right of defence in the event of an infringement. If the master refuses to sign the document, the master shall specify the reasons for refusing in writing, and the head of the surveillance team shall write "Refused to sign" on it. The surveillance team shall give the master a copy of the inspection sheet before leaving the Union vessel. Gabon shall also send a copy of this sheet to the Union within 48 hours of the inspection.
- 2.10 In the event of an infringement, Gabon shall send a copy of the statement to the Union within 15 working days following the inspection. Any finding of an infringement of Gabonese legislation must be made by a fisheries surveillance officer in accordance with the procedures applicable in Gabon.

### 3. PARTICIPATORY MONITORING IN THE FIGHT AGAINST IUU FISHING

- 3.1 In order to strengthen the fight against IUU fishing, Union vessels shall report the presence in the Gabonese fishing zone of any vessel not included in the list of vessels authorised to fish in Gabon referred to in point 4 of Chapter II.
- 3.2 Where the master of a Union fishing vessel sights a fishing vessel or a support vessel engaged in activities that may constitute IUU fishing, he shall seek as much information as possible and immediately draw up a report. This sighting report shall be sent without delay to the Fisheries Monitoring Centres of its flag State and of Gabon. The competent authorities of the flag State shall immediately send a copy to the European Commission.
- 3.3 Gabon shall send to the Union any sighting reports it has on fishing or support vessels flying any flag other than its own engaged in activities which may constitute IUU fishing in the Gabonese fishing zone.

## CHAPTER VIII

### SATELLITE-BASED VESSEL MONITORING SYSTEM (VMS)

#### 1. GENERAL PROVISIONS

- 1.1 When located in Gabonese waters, Union vessels holding a licence issued under this Protocol shall be equipped with a VMS which ensures the automatic transmission of position messages to the FMC of their flag State:
  - (a) electronically using a secure data exchange protocol;
  - (b) with a frequency of one hour or less while present in the Gabonese fishing zone;
  - (c) in the format indicated in Appendix 9.
- 1.2 The FMC of the flag State shall ensure the automatic processing of data, which it shall record by electronic means and store securely in a computer database, for at least 36 months.
- 1.3 The master of a Union vessel shall ensure that the VMS installed on board the vessel is fully operational at all times, and shall ensure the effective transmission of the data referred to in point 2 to the FMC of their flag State.
- 1.4 The master shall be considered responsible for any proven tampering with the VMS that aims to disturb its operation or falsify its position messages.
- 1.5 Failure to comply with the provisions on VMS shall be regarded as an infringement and subject to the penalties provided for in Gabonese legislation.

## 2. VMS DATA

Each position message shall contain:

- (a) the Union vessel identification;
- (b) the most recent geographical position of the Union vessel (expressed in latitude and longitude), with a margin of error of less than 500 metres and a confidence interval of 99 %;
- (c) the date and time (expressed in Universal Time Coordinated (UTC)) when this position was determined; and
- (d) the instant speed and course of the vessel.

## 3. COMMUNICATION TO GABON OF POSITION MESSAGES

- 3.1 The FMC of the flag State shall automatically and immediately transmit the position messages received to the Gabonese FMC. However, any Union vessel operating in the Gabonese fishing zone must be visible on the VMS system from the time of its entry and until its actual exit from that zone, or until it arrives in a Gabonese port.
- 3.2 ERS data shall be transmitted using the electronic means of communication operated by the European Commission for exchanging fisheries data in a standardised form.
- 3.3 The Union shall be informed of any malfunction in the communication and reception of position messages in order to find a technical solution as soon as possible. The Joint Committee shall deal with any disputes that arise.
- 3.4 The FMCs of the flag State and Gabon, as well as the Union, shall exchange their contact e-mail addresses and shall inform each other of any changes to these addresses which shall be used in the event of a malfunction or anomaly in the transmission of the data.

## 4. MALFUNCTION OF THE VMS

- 4.1 The Gabonese FMC shall immediately inform the FMC of the flag State if it detects an interruption in the receipt of position messages transmitted by a Union vessel whose last position message situated it in Gabonese waters. The FMC of the flag State shall immediately investigate the reasons for this interruption, if necessary in exchanges with the Union, and shall inform the Gabonese FMC within 24 hours of the outcome of this investigation.
- 4.2 In the event of a malfunction of the VMS on board the Union vessel, the master of the vessel shall communicate its positions to the flag State and to the Gabonese FMC by any other means. The FMC of the flag State shall immediately record these manual messages in the computer database referred to in point 1.2 of this Chapter and retransmit them to the Gabonese FMC, under the same provisions as for automatic positions. This communication shall start as soon as the master of the Union vessel detects or is informed of the malfunction of the VMS. The provisions on entry and exit procedures shall apply in this case.
- 4.3 If the VMS is not repaired within 10 days of the detection of the malfunction of the VMS, the flag State shall notify the Union vessel of its obligation to leave the Gabonese fishing zone. The Union vessel shall then leave Gabonese waters or may go to a Gabonese port to carry out repairs.
- 4.4 If the non-receipt of the ERS data by Gabon is caused by the failure of the electronic systems under the supervision of the Union or Gabon, the Party concerned shall take prompt action to resolve the problem rapidly. The other Party shall be notified once the problem has been resolved. The data not received by the Gabonese FMC shall be provided to it as soon as the problem is resolved. If the malfunction affects the electronic systems under the control of the Union, the FMC of the flag State shall communicate to the Gabonese FMC every 24 hours, by e-mail, all position messages received.

4.5 The Gabonese authorities shall inform their competent monitoring services so that Union vessels are not considered non-compliant because of a failure to transmit ERS data.

## CHAPTER IX

### INFRINGEMENTS

#### 1. DETECTION AND HANDLING OF INFRINGEMENTS

- 1.1 Any infringement detected by a duly authorised surveillance officer shall be recorded in a statement drawn up by the latter.
- 1.2 The statement of infringement may include elements other than those from the inspection at sea or in port that constitute a body of evidence, such as VMS position reports, aerial or satellite photos, elements from participatory surveillance or electronic surveillance, or observer reports.
- 1.3 A copy of the statement of infringement shall be sent to the Union and the flag State within 48 hours of its notification to the offender.

#### 2. DETENTION OF VESSELS – INFORMATION MEETING

- 2.1 Under Gabonese legislation, any Union vessel having committed an infringement may be forced to interrupt its fishing activity and, where the vessel is at sea, to return to a Gabonese port or to temporarily exit the Gabonese fishing zone.
- 2.2 Gabon shall notify the Union within 24 hours of any interruption of the activities of a licence-holding Union fishing vessel. That notification shall provide the reasons for detaining the vessel.
- 2.3 Before taking any measure against the vessel, the master, the crew or the cargo, with the exception of measures aimed at protecting evidence, Gabon shall organise, at the request of the Union, within three working days of notification of the interruption of the vessel's activities, an information meeting to clarify the facts which have led to this interruption and to explain what further action may be taken. A representative of the vessel's flag State may attend this information meeting.

#### 3. PENALTIES FOR INFRINGEMENTS – SETTLEMENT PROCEDURE

- 3.1 The penalty for the infringement shall be set by Gabon according to Gabonese legislation.
- 3.2 Any offence other than a criminal offence may give rise to a settlement procedure being launched under Gabonese legislation. The vessel owner's representatives shall take part in that procedure. The settlement procedure shall finish at the latest 15 working days after notice is given of the vessel's detention.
- 3.3 Gabon shall inform the Union of the outcome of the settlement procedure within 48 hours.

#### 4. LEGAL PROCEEDINGS – BANK GUARANTEE

- 4.1 If the settlement procedure fails, the Gabonese courts have jurisdiction to hear the dispute. The owner of the Union vessel which committed the infringement shall deposit a bank guarantee at a bank designated by Gabon, the amount of which, as set by Gabon, shall cover the costs linked to the detention of the Union vessel, the estimated fine and any compensation. The bank guarantee may not be recovered until the legal proceedings have been concluded.

- 4.2 The bank guarantee shall be released and returned to the vessel owner immediately after the judgment has been given:
  - (a) in full, if no penalty is imposed, without prejudice to the Union vessel detention costs;
  - (b) for the amount of the remaining balance, if the penalty is a fine which is lower than the amount of the bank guarantee.
- 4.3 Gabon shall inform the Union of the outcome of the legal proceedings within eight days of the judgement being given.

#### 5. RELEASE OF THE VESSEL AND THE CREW

The Union vessel and its crew shall be authorised to leave the port once the penalty has been paid in a settlement procedure, or once the bank guarantee has been deposited in accordance with Gabonese legislation. To this end, the Gabonese authorities shall issue a certificate of discharge covering the Union vessel and its crew.

## CHAPTER X

### SIGNING-ON OF SAILORS

1. During their fishing activity in the Gabonese fishing zone, Union seiners shall sign on Gabonese sailors within the following limits:
  - for the first year of application of this Protocol, a total of six sailors for the entire fleet,
  - for the second year of application of this Protocol, a total of eight sailors,
  - for subsequent years, a total of ten sailors per year.
2. To this end, Gabon shall send the Union, before the application of this Protocol and then in January each year, a list of suitable and qualified sailors, updated as necessary, drawn up on the basis of the qualification criteria and conditions set out in Appendix 10. The availability of such a list shall be a condition for the application of point 1 of this Chapter.
3. The vessel owners, or their representatives, shall recruit the sailors from among those on the list referred to in point 2 of this Chapter and shall offer them a contract. A copy of the contract shall be given to the signatories. These contracts may be concluded between vessel owners and private recruitment and placement agencies for fishermen approved by Gabon or by a State that has ratified the International Labour Organization (ILO) Work in Fishing Convention No 188.
4. The sailors' employment contract shall be signed between the vessel owner or his representative and the sailor. This contract shall guarantee the sailor the social security cover applicable to them, including life assurance and sickness and accident insurance. It must comply with the conditions laid down in Annex II to the ILO Work in Fishing Convention No 188.
5. The ILO Declaration on Fundamental Principles and Rights at Work shall apply as of right to sailors signed on by Union vessels. This concerns in particular freedom of association and effective recognition of the right to collective bargaining of workers as well as elimination of discrimination in respect of employment and occupation.
6. The sailors' salary shall be paid by the vessel owners. It shall be fixed, before signing-on, by mutual agreement between the vessel owners and the sailors or their respective representatives and shall be paid regularly. However, the terms of remuneration of the sailors may not be lower than those applicable under Gabonese law and in any case may not be less than the minimum monthly salary for a qualified sailor established by the Subcommittee on Wages of Seafarers of the Joint Maritime Commission of the ILO.

7. The costs of taking Gabonese sailors aboard and putting them ashore and of repatriating them, between the port of boarding and landing and their usual place of residence, shall be borne by the vessel owner.
8. The vessel owner or his representative shall inform the competent Gabonese authorities of the names of the local sailors taken on board the vessel concerned, mentioning their position in the crew.
9. If, for duly justified exceptional reasons, the vessel owner is unable to find a sailor with the required qualifications, he shall be exempt from this obligation.
10. All sailors employed aboard Union vessels shall report to the master of the designated vessel on the day before their proposed signing-on date. Failing that, the vessel owner shall be automatically relieved of the obligation to take the sailor on board.
11. If the Union vessels are not able to sign on the number of Gabonese sailors provided for in point 1 of this Chapter, they shall pay a flat-rate amount of EUR 25 per sailor not signed on for each day the vessel is present in the Gabonese fishing zone. The Joint Committee shall conduct an annual review of the signing-on of Gabonese sailors. On the basis of this review, the payments due shall be made within three months of the last Joint Committee meeting.

## CHAPTER XI

### OBSERVERS

1. OBSERVATION OF FISHING ACTIVITIES
  - 1.1 The Parties recognise the importance of complying with the obligations arising from the relevant ICCAT resolutions and recommendations concerning scientific observers, including electronic observation, as well as with the relevant Gabonese legislation.
  - 1.2 The tuna seiners and Union support vessels authorised under this Protocol shall take on board an observer under a national observer programme in accordance with the arrangements set out in this Chapter. Taking additional observers on board may also be considered, subject to a case-by-case agreement.
  - 1.3 The observers shall be appointed by the Gabonese authorities.
  - 1.4 The purpose of the observers shall be to collect data on the vessel's fishing activities in accordance with the relevant ICCAT recommendations and resolutions and with Gabonese legislation.
  - 1.5 Gabon and the Union shall cooperate with the other coastal States of the eastern Atlantic Ocean, with a view to supporting a concerted regional implementation of observer programmes within the framework of the ICCAT.
  - 1.6 Where a vessel operating in the Gabonese fishing zone has no Gabonese observer, that vessel shall be required to send the report of the on-board observer to Gabon no later than 45 days after the vessel leaves the Gabonese fishing zone.
2. DESIGNATED VESSELS AND OBSERVERS – THE OBSERVER'S BOARDING AND LEAVING THE VESSEL
  - 2.1 The vessels required to take Gabonese observers on board shall be designated when the licences are issued. In order to enable Gabon to optimise its programming, the vessel owners shall communicate directly to the Gabonese authorities, before 5 December of each year, a provisional timetable of port calls for the following year. For the first period of application of this Protocol, this timetable shall be communicated when the application for a licence is submitted.

- 2.2 Once the vessels have been designated, Gabon shall forward to the Union and to the vessel owners, or to their agent, a list of the vessels required to take Gabonese observers on board. Operators of vessels appearing on this list shall immediately notify Gabon of any changes to the provisional schedule of port calls sent when applying for the licence.
- 2.3 The vessel operator shall confirm the availability of the vessel and the intended port of boarding one month before the planned date of boarding. In return, Gabon shall communicate the names and contact details of the designated observer. The vessel operator shall ensure that all necessary arrangements are made for the boarding to be as smooth as possible.
- 2.4 A designated vessel shall be exempted from the obligation to take on board the Gabonese observer in the following cases:
  - (a) the names and contact details of the designated observer have not been communicated at least two weeks before the planned boarding date, or
  - (b) an observer accredited by a scientific body of the vessel's flag State, or an observer designated under a regional programme, will be on board the same vessel for the same period. In this case, the vessel owner shall inform Gabon and take the Gabonese observer on board on another vessel.
- 2.5 Any failure to take on board the observer designated by Gabon shall be reported within seven days of the notification by Gabon of the name and contact details of the designated observer.
- 2.6 The boarding formalities shall be arranged between Gabon and the owner of the designated vessel.
- 2.7 An observer may make only two consecutive trips on the same vessel.
- 2.8 If the observer fails to present themselves for boarding within 12 hours of the date and time set, the master shall be automatically discharged from the obligation to allow the observer to board. The master shall be free to leave the port and start fishing operations.

### 3. FINANCIAL CONTRIBUTION BY THE VESSEL OWNERS

- 3.1 At the time of payment of the national flat-rate fee, each owner of a tuna seiner or a support vessel shall pay a flat-rate amount of EUR 2 500 per vessel to cover his contribution to the costs to be borne by Gabon for observers on board its vessels.
- 3.2 The costs of taking the observer on board and putting them ashore, between the port of boarding or landing and the observer's usual place of residence, shall be borne by the vessel owner.

### 4. EMBARCATION CONDITIONS

- 4.1 The conditions under which observers are taken on board shall be agreed between the vessel owner, or his agent, and Gabon.
- 4.2 Observers shall be treated on board as officers. However, account must be taken of the technical structure of the vessel when providing their accommodation on board.
- 4.3 The vessel owner shall bear the costs of providing accommodation and food on board.
- 4.4 The master shall take all measures necessary to ensure the physical safety and welfare of the observer.

4.5 The observer shall be offered every facility needed to carry out his duties. The observer shall have access to the vessel's means of communication and to documents relating to the fishing activities, in particular the fishing logbook and navigation log, and the parts of the vessel directly linked to his duties.

#### 5. OBLIGATIONS OF THE OBSERVER

Whilst on board, the observer shall:

- (a) take all measures necessary so as not to interrupt or hinder fishing operations;
- (b) respect on-board property and equipment; and
- (c) respect the confidential nature of any document belonging to the vessel.

#### 6. TASKS OF THE OBSERVER

The observer shall carry out the following duties:

- (a) collate all information relating to the vessel's fishing activities, in particular as regards:
  - the fishing gears used;
  - the position of the vessel during fishing operations;
  - the quantities and number of individuals caught for each species, including by-catches and incidental catches;
  - an estimation of catches kept on board and of discards;
- (b) conduct biological sampling as provided for in the relevant scientific programmes.

#### 7. REPORT BY THE OBSERVER

7.1 Before leaving the vessel, the observer shall produce a report on his observations and present it to the master of the vessel. The master of the vessel shall have the right to make comments on the observer's report. These comments must be clearly distinguishable from the rest of the report. The report shall be signed by the observer and the master, who shall receive a copy.

7.2 The observer shall submit his report to the Gabonese authorities within eight working days of leaving the vessel.

7.3 The Gabonese authorities shall transmit the observation data, compiled on an annual basis, to the Union. At the request of the Union, Gabon shall provide a copy of the individual reports of the observers.

## APPENDICES

Appendix 1 — Coordinates of the Gabonese fishing zone - Areas closed to fishing

Appendix 2 — Technical sheets Access conditions for Union vessels: fees, target species and technical measures

Appendix 3 — Contact details of the competent authorities

Appendix 4 — Fishing licence application form or support vessel authorisation application form

Appendix 5 — FAD activity log (ICCAT template)

Appendix 6 — Catch declaration format

Appendix 7 — Use of the UN/FLUX standard and the EU/FLUX network

Appendix 8 — Entry and exit declaration format

Appendix 9 — VMS transmission format

Appendix 10 — Qualifications required for Gabonese sailors to be engaged on Union seiners

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## Appendix 1

**Coordinates of the Gabonese fishing zone - Areas closed to fishing**

Latitude	Longitude
0,69	9,164
0,373	9,124
0,27	9,075
-0,137	8,813
-0,659	8,48
-1,163	8,451
-1,637	8,639
-1,976	8,859
-2,565	8,957
-3,237	9,633
-4,281	10,88
-4,734	10,535
-5,031	10,22
-5,68	9,541
-6,358	8,849
-6,004	8,499
-5,896	8,411
-5,225	7,74
-4,813	7,328
-4,781	7,306
-4,49	7,044
-4,089	7,142
-3,682	7,231
-3,273	7,29
-2,31	7,386
-2,073	7,372
-1,623	7,313
-1,485	7,284
-0,884	7,481
- 0,432	7,636
- 0,298	7,697
- 0,006	7,848
0,564	8,195
0,616	8,202
0,69	9,164

The Mandji-Etimboué aquatic reserve is closed to fishing. The coordinates of this area are:

- point A is situated at a latitude of 0°38,87898'S on the coast at the high water mark, it is connected to a point B following the coastline;
- point B is situated at a latitude of 0°54,11430'S on the coast at the high water mark, it is connected to a point C following a straight line;
- point C is situated at 0°55,27332'S; 8047,54736'E, it is connected to a point D following a straight line;
- point D is situated at 1°0,84144'S; 8049,04160'E, it is connected to a point E following a straight line;
- point E is situated at 1°5,49840'S; 8°52,58766'E, it is connected to a point F following a straight line;
- point F is situated at a latitude of 1°4,42626'S on the coast at the high water mark, it is connected to a point G following the coastline;
- point G is situated at a latitude of 1°10,51230'S on the coast at the high water mark, it is connected to a H point following a straight line;
- point H is situated at 1°11,43552'S; 8056,54856'E, it is connected to a point I following a straight line;
- point I is situated at 1°16,87074'S; 8057,65568'E, it is connected to a point J following a straight line;
- point J is situated at 1°22,94274'S; 900,24588'E, it is connected to a point K following a straight line;
- point K is situated at a latitude of 1°21,95556'S on the coast at the high water mark, it is connected to a point L following the coastline;
- point L is situated at a latitude of 1°35,90000'S on the coast at the high water mark, it is connected to a point M following a straight line;
- point M is situated at 1°35,90000'S; 8038,05000'E, it is connected to a point N following a straight line;
- point N is situated at 1°9,36670'S; 8028,60000'E, it is connected to a point O following a straight line;
- point O is situated at 0°46,66666'S; 8°38,43333'E, it is connected to a point P following a straight line;
- point P is situated at 0°38,73642'S; 8°41,17032'E, it is connected to point A following a straight line.

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## Appendix 2

**Technical data sheets Access conditions for Union vessels: fees, target species and technical measures**

## Technical sheet 1

Tuna fishing ( seiners, support vessels, pole-and-line vessels)

Type of vessel	Freezer seiners
Number of authorised vessels	27
Gear and mesh size authorised	— Gear: purse seine
Fees (per tonne fished)	<ul style="list-style-type: none"> <li>— EUR 75 for the first period of the Protocol,</li> <li>— EUR 80 until the end of the Protocol.</li> </ul> <p>The amount of the fee applicable to operators changes on 1 January 2022.</p>
Flat-rate advance and tonnage covered	<p>Flat-rate advance.</p> <ul style="list-style-type: none"> <li>— EUR 33 750 for the first period of the Protocol,</li> <li>— EUR 36 000 until the end of the Protocol.</li> </ul> <p>Tonnage covered: 450 t per vessel.</p> <p>The licence shall be issued for the period from 1 January to 31 December and the annual amount shall be due irrespective of the actual fishing period.</p>
Observers	Fee: EUR 2 500 per vessel for the duration of the licence, to be paid when applying for the annual licence.
Target species	Tuna and other highly migratory fish species: species set out in Annex 1 to UNCLOS, with the exception of species prohibited by the ICCAT or by Gabonese legislation.
Type of vessel	Support vessels
Number of authorised vessels	Maximum 4 (see Chapter I, point 3, of the Annex to the Protocol)
Area of activity	Gabonese fishing zone, unless specific operations are required (see Chapter III, point 3, of the Annex to the Protocol))
Fees	EUR 7 500 per vessel per year
Observers	Fee: EUR 2 500 per vessel for the duration of the authorisation, to be paid when making the annual application
Specific obligations	<p>According to ICCAT recommendations</p> <p>Transmission of the FAD logbook</p>
Type of vessel	Pole-and-line vessels
Number of authorised vessels	6
Gear and mesh size authorised	<ul style="list-style-type: none"> <li>— Gear: rods</li> <li>— Mesh type: to be defined for the catching of bait (together with the quantities that can be caught, the areas and the methods of sampling)</li> </ul>

Fees	<ul style="list-style-type: none"> <li>— EUR 75 for the first period of the Protocol,</li> <li>— EUR 80 until the end of the Protocol.</li> </ul> <p>The amount of the fee applicable to operators changes on 1 January 2022.</p>
Flat-rate advance and tonnage covered	<p>Flat-rate advance</p> <ul style="list-style-type: none"> <li>— EUR 2 400 for the first period of the Protocol;</li> <li>— EUR 2 560 until the end of the Protocol.</li> </ul> <p>Tonnage covered: 32 t per vessel.</p> <p>The licence shall be issued for the period from 1 January to 31 December and the annual amount shall be due irrespective of the actual fishing period.</p>
Target species	Tuna and other highly migratory fish species: species set out in Annex 1 to UNCLOS, with the exception of species prohibited by the ICCAT or by Gabonese legislation.
Specific obligations	According to ICCAT recommendations.

## Technical sheet 2

### Fishing of deep-sea crustaceans

Type of vessel	Freezer trawler
Fishing area	Beyond 12 nautical miles from the baselines, and in the area defined in Appendix 1.
Number of authorised vessels	4
Gear, mesh size and devices authorised	<p>Standard otter trawl; other selective gears may be authorised.</p> <p>Minimum authorised mesh size: 50 mm.</p> <p>Outriggers are permitted.</p> <p>In the case of all fishing gear, no methods or devices may be used to seek to obstruct the mesh of the nets or reduce their selective effect. However, in the interests of reducing wear or damage, protective aprons of netting or other material may be attached, but only to the underside of the codend of a bottom trawl. Such aprons must be attached only to the forward and lateral edges of the codend of the trawl.</p> <p>Protective devices may be used for the top of the trawl, but these must consist of a single section of net of the same material as the codend, with the mesh measuring at least 300 millimetres when stretched out.</p> <p>Doubling of the codend's netting yarn, whether single or multiple, is prohibited.</p>
Target species	Deep-sea crustaceans (species to be specified based on the results of exploratory fishing).
By-catches (2):	<p>No more than 15 % cephalopods and 70 % fish of the total catches in the Gabonese fishing zone on board at the end of the trip.</p> <p>Any by-catch in excess of these authorised limits will lead to penalties under Gabonese legislation.</p>

Prohibited species	Trawlers shall comply with the provisions of Order No 12 of 8 October 2019 on the classification of aquatic animal species and Order No 014 regulating sustainable fishing of sharks and rays in Gabon.
Authorised tonnage (total allowable catches (TAC))	0 t
EUR/tonne fee for crustaceans, cephalopods and demersal fish	To be decided in the Joint Committee.

## Appendix 3

**Contact details of the competent authorities****I. Gabonese Republic**

1. DIRECTION GÉNÉRALE DES PÊCHES ET DE L'AQUACULTURE - DGPA [FISHERIES AND AQUACULTURE DIRECTORATE GENERAL]

E-mail: dgpechegabon@netcourrier.com

Telephone number: +241011-74-89-92

Fax number: +241011-76-46-02

2. CENTRE DE SURVEILLANCE DES PÊCHES CSP-GABON [FISHERIES MONITORING CENTRE]

E-mail: csp.gabonpeche@gmail.com

Tel./Fax: +241 011-76-98-47

Radio station coordinates:

Call sign:

Bands	Vessel emission frequency	Vessel reception frequency
8	8285 kHz	8809 kHz
12	12245 kHz	13092 kHz
16	16393 kHz	17275 kHz

E-Electronic mail addresses of contact points for VMS/ERS data transmissions:

E-mail: csp.gabonpeche@gmail.com

Tel./Fax: +241 011-76-98-47

3. CENTRE NATIONAL DE LA RECHERCHE SCIENTIFIQUE ET TECHNOLOGIQUE - CENAREST [NATIONAL CENTRE FOR SCIENTIFIC AND TECHNOLOGICAL RESEARCH]

E-mail: secretariat@iraf-gabon.org

Tel./Fax: +241 011-73-25-65- +241 011-73-08-59

**II. European Union**

European Commission – Directorate-General for Maritime Affairs and Fisheries (DG MARE)

Postal address: Rue Joseph II, 99 - 1049 Brussels - BELGIUM

E-mail: MARE-B3@ec.europa.eu

Application for licences, inspection sheets, notifications of infringement reports:

E-mail: MARE-LICENCES@ec.europa.eu

Catch monitoring:

E-mail: MARE-CATCHES@ec.europa.eu

Connection ERS VMS via FLUX:

E-mail: fish-fidesinfo@ec.europa.eu

## Appendix 4

**Fishing licence application form or support vessel authorisation application form**FISHERIES AGREEMENT GABON – EUROPEAN UNION – APPLICATION FOR A FISHING LICENCE OR  
APPLICATION FOR SUPPORT VESSEL AUTHORISATION

Application:  new application  renewal

Fishing category:  tuna fishing with seine  experimental fishery

Type of vessel:  seiner  support vessel  other: .....

Period of authorisation: (DDMMYYYY) - (DDMMYYYY)

**I – APPLICANT**

1. Name of vessel owner: .....
2. Name of vessel owner's association or representative: .....
3. Address of vessel owner's association or representative:  
.....  
.....
4. Telephone: ..... 5. E-mail: .....
6. Name of master: ..... 7. Nationality: .....

**II-VESSEL, IDENTIFICATION AND COMMUNICATION DATA**

1. Name of vessel: .....
2. Flag State: .....
3. External registration number: .....
4. Port of registry: ..... 5. MMSI: .....
6. IMO number: ..... 7. Date on which current flag was acquired: .....
8. Previous flag (if any): .....
9. Year and place of construction: ..... 10. Radio call sign (IRCS): .....
11. Satellite telephone number (where applicable): .....
12. E-mail on board the vessel (where applicable): .....
13. VMS transponder: Identification code .....

**III — TECHNICAL CHARACTERISTICS AND EQUIPMENT**

1. Overall length: ..... 2. Width: .....
3. Gross tonnage (GT): ..... 4. Net tonnage: .....
5. Power of main engine in kW: ..... 6. Make: .....

7. Type: .....

8. Fishing gear: .....

9. Fishing zones: .....

10. Target species: .....

11. Crew complement: .....

12. Method of preservation on board: Cooling  Refrigeration  Mixed  Freezing

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

14. Hold capacity: ..... 15. Number: .....

16. Hull construction material: Steel  Wood  Polyester  Other  ss

17. Associated support vessel/list of supported vessels (for support vessels):  
Done at ....., on .....,  
Signature of applicant .....,  
Stamp .....

The grey areas are not to be filled in for support vessels.

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## Appendix 5

## FAD activity log (ICCAT template)

FAD marking	Buoy No	FAD type	Type of inspection	Date	Time	Position		Estimated catches			By-catches			Comments
						Latitude	Longitude	SKJ	YFT	BET	Taxonomic group	Estimated catches	Unit	Specimen released alive
( <sup>1</sup> )	( <sup>2</sup> )	( <sup>3</sup> )	( <sup>4</sup> )	( <sup>5</sup> )	( <sup>6</sup> )	( <sup>7</sup> )	( <sup>7</sup> )	( <sup>8</sup> )	( <sup>8</sup> )	( <sup>9</sup> )	( <sup>10</sup> )	( <sup>11</sup> )	( <sup>12</sup> )	( <sup>13</sup> )

(<sup>1</sup>) If the FAD marking and the identification number of the associated beacon/buoy are missing or illegible, mention it in this section. However, if the FAD marking and the identification number of the associated beacon/buoy are missing or illegible, the FAD must not be deployed.

(<sup>2</sup>) If the FAD marking and the identification number of the associated beacon/buoy are missing or illegible, mention it in this section. However, if the FAD marking and the identification number of the associated beacon/buoy are missing or illegible, the FAD must not be deployed.

(<sup>3</sup>) Anchored FAD, drifting natural FAD or drifting artificial FAD.

(<sup>4</sup>) That is, deployment, hoisting, reinforcement/consolidation, removal/recovery, change of beacon, loss and mention also whether the inspection was followed by an operation.

(<sup>5</sup>) dd/mm/yy

(<sup>6</sup>) hh:mm

(<sup>7</sup>) °N/S/mm/ss or °E/W/mm/ss

(<sup>8</sup>) Estimated catches expressed in metric tonnes.

(<sup>9</sup>) Use one line per taxonomic group.

(<sup>10</sup>) Estimated catches expressed in weight or in number.

(<sup>11</sup>) Unit used.

(<sup>12</sup>) Expressed in number of specimens.

If the FAD marking or the identification number of the associated beacon/buoy is not available, provide all the available information that could help describe the FAD and identify its owner in this section.

## Appendix 6

## Catch declaration format

DÉPART / SALIDA / DEPARTURE				ARRIVEE / LLEGADA / ARRIVAL								NAVIRE / BARCO / VESSEL				PATRON / PATRON / MASTER		FEUILLE/HOJA/ SHEET N°					
PORT / PUERTO / PORT DATE / FECHA / DATE <input type="checkbox"/> HEURE / HORA / HOUR				PORT / PUERTO / PORT DATE / FECHA / DATE <input type="checkbox"/> HEURE / HORA / HOUR								NOM / NOMBRE / NAME <input type="checkbox"/> INDICATIF / INDICATIVO / CALLSIGN <input type="checkbox"/> PAVILLON / BANDERA / FLAG											
DATE FECHA DATE	POSITION / POSICION / POSITION		CALÉE / LANCE / SET		CAPTURE ESTIMÉE / ESTIMACION DE LA CAPTURA / ESTIMATED CATCH												ASSOCIATION ASOCIACIÓN ASSOCIATION		COMMENTAIRES OBSERVACIONES COMMENTS		COUR- ANT / COR- RIENTE / CUR- RENT		
	Latitude [DD MM. MM]	Longitude [DD MM. MM]	N° Calée / N° Lance / N° Set	Portant / Positivo / Successful	ALBACORE RABIL YELLOWFIN [YFT]	LISTAO LISTADO SKIPJACK [SKJ]	PATUDO BIGEYE [BET]	GERMON ATÚN BLANCO ALBACORE [ALB]	AUTRE ESPÈCE <input type="checkbox"/> préciser le/les nom(s) <input type="checkbox"/> OTRA ESPECIE <input type="checkbox"/> dar el/los nombre(s) <input type="checkbox"/> OTHER SPECIES <input type="checkbox"/> give name(s)			REJETS <input type="checkbox"/> préciser le/les nom(s) <input type="checkbox"/> DESCARTES <input type="checkbox"/> dar el/los nombre(s) <input type="checkbox"/> DISCARDS <input type="checkbox"/> give name(s)			Capture Captura Catch		Banc libre/Banco libre/Free school		Edave / Objeto / Log <input type="checkbox"/> N (natural) / A (artificial)			Récup. Baril / Tiburon Ballena / Shark Ballena / Ballena / Whale	
		Nul / Nulo / Nil	Heure / Hora / Time UTC	Taille Talla Size	Capture Captura Catch	Taille Talla Size	Capture Captura Catch	Taille Talla Size	Capture Captura Catch	Taille Talla Size	Capture Captura Catch	Nom Nombre Name [FAO]	Taille Talla Size	Capture Captura Catch	Nom Nombre Name [FAO]	Taille Talla Size	TM	Number	Ballena / Ballena / Sea	Dirección / Dirección			

Une calée par ligne / Uno lance cada línea / One set by line

## Appendix 7

**Use of the UN/FLUX standard and the EU/FLUX network**

1. The UN/FLUX (United Nations Fisheries Language for Universal eXchange) standard and the EU/FLUX exchange network shall be used for exchanging vessel positions, the electronic logbook and fishing authorisations.
2. Any amendments to the UN/FLUX standard shall be implemented within a time limit set by the Joint Committee on the basis of technical provisions provided by the European Commission, where appropriate by exchange of letters.
3. Where necessary, the arrangements for implementing the various electronic exchanges shall be set out in an implementation document prepared by the European Commission.
4. Transitional measures may be used until the changeover to the UN/FLUX standard for each component (positions, fishing logbook, authorisations). The Gabonese authorities shall determine the period necessary for this transition, taking account of any technical constraints. They shall define the trial period required before the changeover to effective use of the UN/FLUX standard. Once these trials have been successfully completed, the Parties shall, as soon as possible, set the effective date of application jointly, in the Joint Committee or by exchange of letters.

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## Appendix 8

## Entry and exit declaration format

Fishing vessel:		
Company:		
		Telephone:
		E-mail:
		Telex:
Sender:		
Consignee:		
Date:		
Message type:	ENTRY REPORT	
Name of vessel:		
Radio call sign:		
Licence No:		
ENTRY INTO THE GABONESE EEZ		
Date:		
Time (UTC):		
Position:		
TOTAL CATCH ON BOARD WHEN ENTERING THE GABONESE EEZ		
Yellowfin (YFT)		00 kg
Skipjack (SKJ)		00 kg
Bigeye tuna (BET)		00 kg
Frigate tuna (FRI)		00 kg
Little tunny (LTA)		00 kg
Other (to be specified)		
		TOTAL
		00 kg
Indicate the catches on board at the time of entry into the Gabonese EEZ		
Sharks		00 kg
Skates		00 kg
		TOTAL
		00 kg

Greetings

MASTER (Name and stamp of vessel)

Fishing vessel:				
Company:				
		Telephone:		
		E-mail:		
		Telex:		
Sender:				
Consignee:				
Date:				
Message type:		EXIT REPORT		
Name of vessel				
Radio call sign				
Licence No:				
EXIT FROM THE GABONESE EEZ				
Date:				
Time (UTC):				
Position:				

## TOTAL CATCH ON BOARD ON EXIT FROM THE GABONESE EEZ

Yellowfin (YFT)			00 kg	
Skipjack (SKJ)			00 kg	
Bigeye tuna (BET)			00 kg	
Frigate tuna (FRI)			00 kg	
Little tunny (LTA)			00 kg	
Other (to be specified)			00 kg	
		TOTAL	00 kg	

## CATCHES FISHED IN THE GABONESE EEZ

Yellowfin (YFT)			00 kg	
Skipjack (SKJ)			00 kg	
Bigeye tuna (BET)			00 kg	
Frigate tuna (FRI)			00 kg	
Little tunny (LTA)			00 kg	
Other (to be specified)				
		TOTAL	00 kg	

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Indicate any incidental catches kept on board at the time of exit from the Gabonese EEZ

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Sharks		00 kg	
Skates		00 kg	
	TOTAL	00 kg	

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Greetings

MASTER (Name and stamp of vessel)

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## Appendix 9

**VMS transmission format**

UN/FLUX format: data that must be included in the position reports

Data	Comments
Addressee	Message detail — Addressee Alpha-3 country code (ISO-3166) Note: part of the FLUX TL envelope
From	Message detail — Sender Alpha-3 country code (ISO-3166)
Unique message identifier	UUID in accordance with RFC 4122 defined by IETF
Date and time of transmission	Date and time when the message was created in UTC in accordance with ISO 8601, using the format YYYY-MM-DDThh:mm:ss [.000000]Z <sup>(1)</sup>
Flag State	Message detail – Flag of flag State, Alpha-3 country code (ISO-3166)
Type of message	Message detail – Type of message The following codes are to be used: ENTRY: first position recorded after entering the fishing zone EXIT: first message recorded after leaving the fishing zone POS: positions transmitted while being in the fishing zone MANUAL: position transmitted manually in accordance with VMS (see Chapter VIII, point 4.2, of the Annex to the Protocol)
Radio call sign	Vessel detail – Vessel international radio call sign (IRCS)
Contracting party internal reference number	Vessel detail – Unique contracting party vessel identifier
External Registration Number	Vessel detail – Number on side of vessel (ISO 8859.1)
Latitude	Vessel position detail – Position in degrees and decimal degrees DD.ddd (WGS-84) Positive coordinates for positions north of the equator; Negative coordinates for positions south of the equator.
Longitude	Vessel position detail – Position in degrees and decimals DD.ddd (WGS-84) Positive coordinates east of the Greenwich meridian; Negative coordinates west of the Greenwich meridian.
Course	Vessel course 360° scale
Speed	Vessel speed in knots
Date and time	Vessel position detail – date and time of recording of the position in UTC in accordance with ISO 8601, using the format YYYY-MM-DDThh:mm:ss [.000000]Z <sup>(1)</sup>

<sup>(1)</sup> YYYY = year; MM = month, including the initial 0 when the number of the month is less than 10; DD = day of the month, including the initial 0 when the number of the day is less than 10; T = the letter T to indicate the part of the time slot; 24hh = hours of day expressed with 2 digits using the 24-hour notation; mm = minutes expressed in 2 digits; ss = seconds expressed in 2 digits; [.000000] = fractions of second may be included, without the square brackets; Z = time zone, which must be Z (i.e. UTC).

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

## Appendix 10

**Qualifications required for Gabonese sailors to be engaged on Union seiners**

The Gabonese authorities shall ensure that personnel engaged to be employed on Union vessels meet the following requirements:

- (a) the minimum age of sailors shall be 18 years;
- (b) sailors shall be in possession of a valid medical certificate confirming that they are medically fit to perform the duties they are to carry out at sea. This certificate shall have been issued by a duly qualified medical practitioner;
- (c) sailors shall have the valid vaccinations required for precautionary health purposes in the region;
- (d) sailors shall be qualified in accordance with the International Convention on Standards of Training, Certification and Watchkeeping for Seafarers (STCW) and have a certificate proving, *inter alia*, that they have received basic safety training such as:
  - personal survival techniques and personal safety,
  - firefighting and fire prevention,
  - basic first aid,
  - personal safety and social responsibility, and
  - prevention of marine pollution;
- (e) sailors shall be familiar with:
  - marine terms and orders commonly used on fishing vessels,
  - dangers associated with fishing operations,
  - operating conditions of fishing vessels and the dangers that they may pose,
  - fishing equipment to be used in purse-seine fishing and have experience of using it,
  - stability and seaworthiness of a vessel,
  - mooring, handling of mooring ropes and their respective uses.