

A new generation of EU Sustainable Fisheries Partnership Agreements (SFPAs):

Improving transparency to empower communities and prevent unsustainable and illegal, unreported and unregulated (IUU) fishing

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EU IUU FISHING COALITION





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Acronyms & Abbreviations

ACP	African, Caribbean and Pacific countries
AIS	Automatic Identification System
ATLAFCO/ COMHAFAT	The Ministerial Conference on fisheries cooperation among African States bordering the Atlantic Ocean
CFFA	Coalition for Fair Fisheries Arrangements
CFP	Common Fisheries Policy
COREP	Regional Commission of Fisheries of Gulf of Guinea
CMMs	Conservation and management measures
DG Mare	European Commission's Directorate-General for Maritime Affairs and Fisheries
EEZ	Exclusive Economic Zone
EFCA	European Fisheries Control Agency
ERS	Electronic reporting system
EU	European Union
EM	Electronic Monitoring
FAO	Food and Agriculture Organization of the United Nations
FCWC/ CCPCO	Fisheries Committee for the West Central Gulf of Guinea
FiTI	Fisheries Transparency Initiative
FMC	Fisheries monitoring centre
FPA	Fisheries Partnership Agreement
GT	Gross tonnage

ICCAT	International Commission for the Conservation of Atlantic Tunas
ILO	International Labour Organization
IMO	International Maritime Organization
IOTC	Indian Ocean Tuna Commission
IT	Information Technology
IUU fishing	Illegal, unreported and unregulated fishing
JSC	Joint Scientific Committee
LDAC	Long Distance Advisory Council
MCS	Monitoring, control and surveillance
NaFAA	National Fisheries & Aquaculture Authority (Liberia)
NGO	Non-governmental organisation
NPOA-IUU	National Plan of Action to Prevent, Deter and Eliminate Illegal, Unreported and Unregulated Fishing
OACPS	The Organisation of African, Caribbean and Pacific States
PESCAO	EFCA 'Improved regional fisheries governance in western Africa' project
PSMA	Agreement on Port State Measures
RFMO	Regional Fisheries Management Organisation
SFPA	Sustainable Fisheries Partnership Agreement
SIGOF	Integrated Budget and Financial Management System (Cabo Verde)
SMEFF Regulation	Regulation (EU) 2017/2403 of the European Parliament and of the Council of 12 December 2017 on the sustainable management of external fishing fleets
STCW-F	International Convention on Standards of Training, Certification and Watchkeeping for Fishing Vessel Personnel
TAC	Total allowable catch
TFA	Tuna (SFPA) Agreement
TFA+	Tuna (SFPA) Agreement with a hake element
UNCLOS	United Nations Convention on the Law of the Sea

Executive summary

Sustainable Fisheries Partnership Agreements (SFPAs) are presented by the European Union (EU) as ‘mutually beneficial’ as they allow EU fishing operators to access a partner country’s marine resources with a degree of legal certainty and reliable operating conditions, while providing a financial contribution and supporting fisheries policy implementation in the partner country, notably in its efforts to tackle illegal, unreported and unregulated (IUU) fishing.¹

The European Commission acknowledges the importance of ensuring that all EU vessels are subject to the same rules of control and transparency within SFPAs as when operating in EU waters.² Transparency within the fisheries sector, including information on who is catching what, where, when, how and who benefits is crucial as it allows all stakeholders to play a part in ensuring that fisheries are legal, ethical and sustainable.³ The EU IUU Fishing Coalition believes that transparency is a valuable tool for ensuring that SFPAs are environmentally sustainable, enable local growth in the fisheries sector and guarantee equal access conditions. SFPAs also have the potential to contribute to the fight against IUU fishing, however, this position paper will address several overlooked opportunities in this regard.

The sectoral support provided by the EU to the mostly developing partner countries, aimed at supporting partner coastal States to improve stock assessments and monitoring, control and surveillance, for example, and the inclusion of clauses aimed at improving transparency within the Protocols, such as those requiring the publication of foreign access agreements, should provide the EU with the information needed to properly assess the sustainability of all fishing operations authorised under an SFPA. Although *EU fisheries* agreements have greatly evolved since their conception in the 1970s, there is evidence that the clauses within SFPAs aimed at improving transparency and ensuring equal conditions for EU and non-EU vessels are sometimes poorly implemented. There is also an almost total lack of transparency on how and where the sectoral support provided by the EU is allocated, as reports on sectoral support spending are not published.⁴

Furthermore, SFPAs ought to also allow for informed participation by all stakeholders and help to ensure that the same conditions apply to all vessels operating in their waters under the



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principle of non-discrimination, notably regarding fisheries conservation and management. A recent evaluation and analysis concentrating on the frameworks of SFPAs between 2015 and 2020 incorporated a stakeholder consultation and all stakeholders who participated raised concerns over the lack of transparency in the implementation of sectoral support;⁵ this included a lack of transparency regarding the multi-annual and annual programmes agreed upon, their results over time and the targeted beneficiaries of the activities implemented.⁶

Fisheries are vital for many communities within the coastal States with which the EU has an active or dormant SFPA.⁷ They are crucial for all who rely on the sea for their livelihoods, specifically small-scale fishworkers, and for food security. It is therefore imperative that the EU ensures that all access agreements involving EU vessels promote high sustainability standards, that are implemented and adhered to and protect and support local communities from the negative consequences of overfishing, unsustainable fishing practices and IUU fishing. At the moment, it appears that very few SFPA partner countries publish what is required under the relevant Protocol's transparency clause. As the complete footprint of all the fishing activities is available for very few SFPA partner countries, the sustainability claim for a number of Agreements may be unreliable. Furthermore, the sectoral support provided to the partner country under SFPAs is funded by EU taxpayers. As such, EU citizens should have access to public information on how and where this money is spent and that it is helping to support fisheries management and local communities within the partner countries if allocated for these purposes. SFPAs must be fair, equitable and transparent to ensure that both the EU fleet and the coastal States and local communities reap the benefits.

In this position paper, the EU IUU Fishing Coalition presents key principles for ensuring transparency, protecting local fisheries and encouraging reforms aimed at preventing IUU fishing through SFPAs.

1. Transparency should be prioritised to allow for information participation of all stakeholders and ensure the sustainability of all fishing operations:

- Ensuring transparency of fishing activities by other flag States in partner country EEZs (the 'Transparency Clause') is essential and should be strengthened.
- Public information and information sharing on the implementation of sectoral support must be prioritised to hold all sides accountable to their commitments and better tailor initiatives according to the needs of non-EU countries.
- Transparency of fisheries-related data, including data on the SFPA catch data (catch and effort data from all active ships (EU and non-EU)) and data on "surplus stocks" (if applicable) should be improved.
- Increase transparency regarding the beneficial owners of fishing vessels operating in the waters of the SFPA partner countries. As part of the transparency clause, coastal states should be required to request and disclose beneficial ownership data for any fishing vessel fishing in their waters.

2. Enhanced inclusivity and participatory processes, both during the negotiation and implementation phases of all SFPAs

- To ensure that SFPAs are truly equitable and align with Common Fisheries Policy (CFP)⁸ principles, coastal States and the EU should involve all relevant stakeholders, including representatives of small scale fisheries, at the local, national, and regional levels throughout negotiations and implementation.
- Coastal state governments and EU institutions should host open, structured dialogues with all relevant stakeholders for the Protocol's duration.



3. Modification and improved implementation of important existing clauses within SFPAs to create a level playing field and protect the interests of all stakeholders

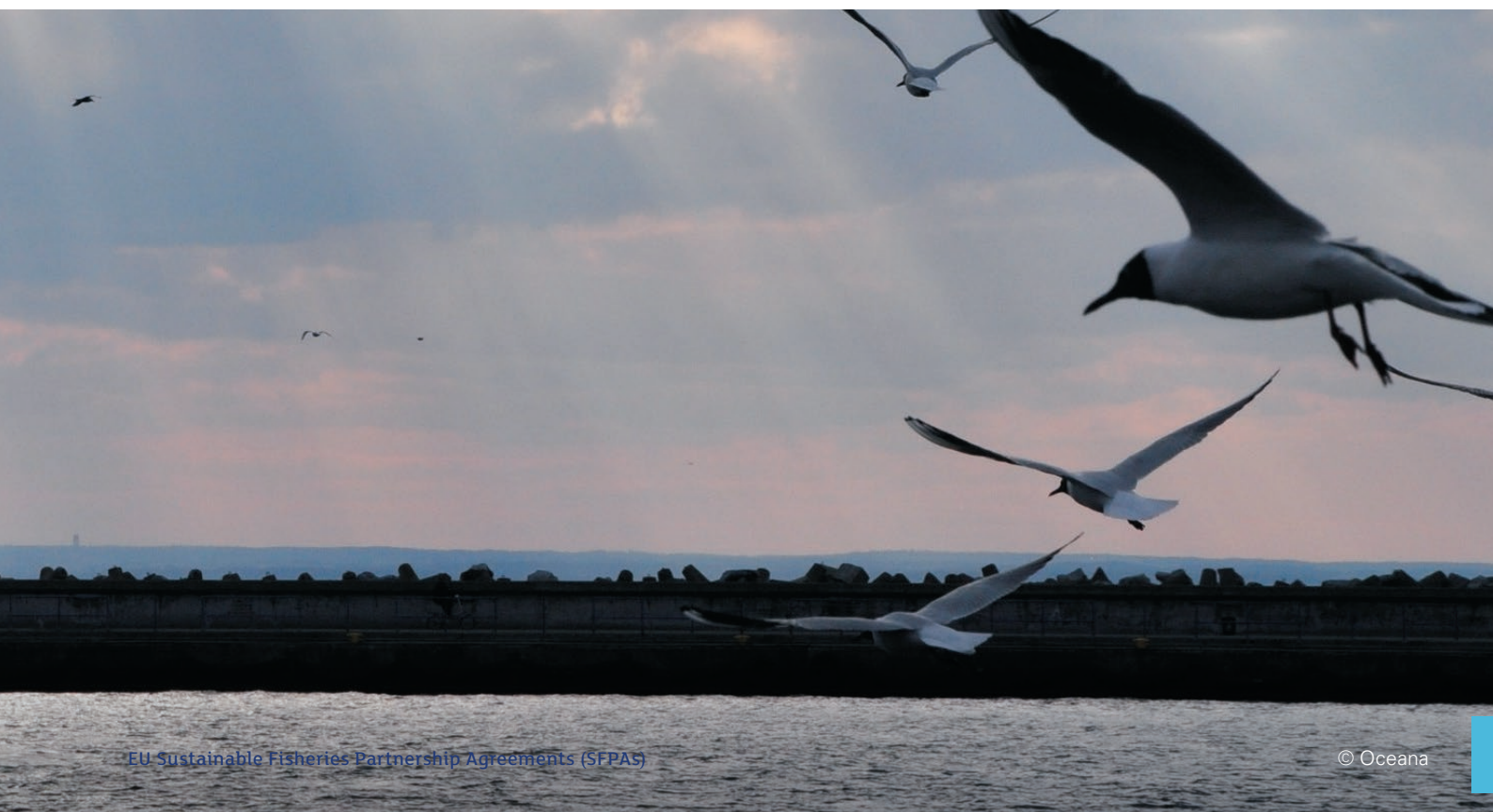
- The 'non-discrimination clause', whereby all fishing vessels operating in the partner country's EEZ are required to be placed and operate under the same conditions as EU-flagged vessels by the coastal State, should be strengthened to prevent partner countries from granting more favourable conditions on to other foreign fleets (both financial and technical) and information on implementation should be included in published evaluations.
- The human rights clause, social clause and improved transparency on employment contracts must be utilised in SFPAs to prevent human rights and/or labour abuses.

4. Tools to enhance compliance of EU vessels operating under SFPAs must be effectively utilised more effectively:

- Electronic logbooks should be shared with partner countries in real-time under SFPAs.
- Vessel tracking data should be shared in real-time with the SFPA partner countries and requirements should be expanded to include mandatory AIS usage.
- Effective operational observer schemes should be ensured.

5. Contributing to the fight against IUU fishing, preventing human rights abuses and ensuring safe working conditions

- The European Commission should introduce and/or encourage reforms to future Protocols so that SFPAs contribute more effectively to the fight against IUU fishing, prevent human rights abuses and ensure safer working conditions.
- Protocols should always include requirements for participatory monitoring of IUU fishing.
- The European Commission should encourage partner countries to improve transparency within fisheries in accordance with the Global Charter for Fisheries Transparency.



Scope of the analysis and methodology



The EU IUU Fishing Coalition's key principles for ensuring transparency, protecting local fisheries and encouraging reforms aimed at preventing IUU fishing are informed by the ex-post and ex-ante evaluations performed on previous Sustainable Fisheries Partnership Agreement (SFPA) Protocols.

It is crucial to note that although the focus of this position paper is the EU's SFPAs, the EU IUU Fishing Coalition acknowledges the benefits of these Agreements, when compared to the private agreements made between EU operators and coastal States for access to fisheries resources in their EEZ, for which there is no public information on the exact target species, fishing opportunities or fees paid. The EU IUU Fishing Coalition also acknowledges that, when compared with the distant water fleets of other fishing nations, the EU has higher transparency requirements and oversight over vessel activities, and sustainability aspirations. Other long-distance fleets, such as the Chinese distant-water fleet are in fact very opaque and criticable regarding transparency and oversight.⁹

This analysis is based on a number of available documents including:

- Agreement texts
- Protocols to the agreements
- Ex-post and ex-ante evaluations (produced by external experts for the European Commission)
- Relevant European Commission webpages
- The European Commission evaluation and analysis of the Sustainable Fisheries Partnership Agreements (SFPAs) between the EU and non-EU countries including an in-depth analysis of the sectoral support component of the SFPAs (April 2023)¹⁰
- Other stakeholder analyses

For the purpose of this analysis, key information from the ex-post and ex-ante evaluations was extracted and provided in the tables used throughout this position paper. It is important to note that in limited cases the text shown in quotation marks has been altered slightly to correct for grammatical errors. Additionally, the ex-post and ex-ante evaluations of a number of Protocols have been translated by the EU IUU Fishing Coalition from French to English (see **Annex 1**).

The EU IUU Fishing Coalition determined that for the purpose of this brief, only the ex-post and ex-ante reports for Protocols that expired within the last five years (between January 2018 and July 2023) would be included within this analysis, to ensure their relevance at the time of publication of this position paper. It is also important to note that many of the Protocols discussed in these ex-ante and ex-post reports have since been renegotiated, and improvements to the implementation of the Protocols may have been made since the time of evaluation.

Basic information on the most recent protocols for **all active agreements** has also been provided in **Annex 2 and Annex 3**.

Background



The earliest bilateral European fisheries Agreements with non-EU countries were concluded in the late 1970s and were simple access Agreements whereby fishing opportunities were provided to the European distant water fleets in the exclusive economic zones (EEZs) of non-EU countries.^{11,12}

These access Agreements were criticised by civil society for a lack of transparency, enabling overexploitation of fish stocks and exploiting the weak negotiation and enforcement capacities of developing coastal States.^{13,14} In 2002, the concept of Fisheries Partnership Agreements (FPAs) was developed, following a reform of the EU's Common Fisheries Policy (CFP).^{15,16} Under an FPA, a portion of the EU's financial contribution to a partner country was designated as sectoral financial support, which aimed to promote sustainable fisheries development in the partner country.¹⁷ The latest reform of the CFP in 2013 changed the FPAs into Sustainable Fisheries Partnership Agreements (SFPAs), with a dedicated section in the basic regulation, 1380/2013 (Articles 31 and 32),¹⁸ aimed at promoting sustainable fishing in the partner countries' waters through regular monitoring of EU sectoral support with a clause included concerning respect for democratic principles and human rights. This section also aimed at improving the amount of information available on fish stocks so as to determine the available "surplus" where applicable.¹⁹

Box 1: How are SFPAs concluded?

Ex-post evaluations, ex-ante evaluations and stakeholder consultation

The CFP's Basic Regulation²⁰ establishes "mandatory ex-post (retrospective) and ex-ante (forward-looking) evaluation requirements for SFPAs, which form the basis of a possible new negotiating directive."²¹ According to the European Commission, these evaluations ensure, among other things, "that the fishing opportunities it negotiates are in line with the best scientific advice, and will neither deplete fragile stocks, nor put vessels in competition with local artisanal fishermen who depend upon coastal fisheries for their livelihoods and sustenance."²² The European Commission also states that as part of these evaluations, stakeholders are consulted to ensure that negotiations with a partner country are informed by the views of relevant stakeholders and that "the outcome is a fair and balanced deal for both parties."²³ Stakeholders consulted generally include representatives of EU Member State administrations, the EU fisheries industry, civil society as well as the fisheries authorities, industry and civil society of the partner country.

Negotiation

SFPAs with non-EU countries are negotiated and concluded by the European Commission, on behalf of the EU and through authorisations granted by the European Council, and the negotiation process may take place over several months or years.²⁴

This process involves negotiations over the text of the Agreement itself, followed by the Protocol and Annexes. For the European Commission to receive a mandate to negotiate on behalf of the EU, ex-post and ex-ante evaluations must be made. A recommendation based on these evaluations is then provided to the European Council and a decision is made on whether a negotiating mandate is given to the European Commission.²⁵

Agreement structure and content

The fisheries Agreement sets the scope and basic principles of cooperation, mainly through joint committees that are set up to monitor the application of the SFPAs.²⁶ "The Agreement acts as a mechanism allowing for the adoption of more detailed arrangements in the form of the Protocol and its Annexes."²⁷ The Agreement provides that EU vessels may access the relevant fisheries under the jurisdiction of the non-EU country, following the acquisition of an authorisation from the coastal State. An Agreement's duration is typically five to seven years and is automatically renewed unless notice of termination is given.²⁸ SFPA protocols are renegotiated after a number of years (between 2 and 6 years depending on the agreement) and the technical conditions (including the fishing possibilities and financial contribution) are adapted, while the framework agreement remains. It is possible for situations to occur in which an Agreement exists but no Protocol is in force to implement it. In these situations, the Agreement is considered dormant. Protocols and Agreements also need to be approved by the European Parliament.

Protocol

The Agreement is implemented by the Protocol, its Annexes and Appendices. The Protocol of the SFPA authorises fishing access for EU vessels and specifies the fishing opportunities available to them. The Protocol establishes the maximum number of EU vessels authorised to fish under the Agreement, the volume that EU vessels are able to catch (fishing opportunities) and the costs to be paid by the EU and the vessel operator. The Protocol also stipulates the amount to be paid annually by the EU as sectoral support.

Annexes

The Protocol's technical Annexes detail implementation and procedural elements, including the obligations of EU vessel operators. The Annexes cover implementation and procedural aspects of the Protocol and cover topics such as the criteria for fishing licences, details on the vessel monitoring system (VMS)²⁹ and catch reporting systems, and requirements for the embarkation of local seafarers and observers.³⁰

Appendices

The appendices to the annex often include the application form for authorisation for a fishing vessel or support vessel, technical information and further information on the implementation of the electronic system for recording and reporting fishing activities (ERS) and the VMS.

Following negotiation, SFPAs allow EU vessels to obtain fishing rights in the EEZ of a partner country in exchange for a financial contribution, financial support in the form of sectoral

support and technical support (**Box 1**). Under the EU CFP, SFPAs must benefit both the EU and the non-EU country concerned, including both the local fishing population and fishing industry.³¹ At the time of publication of this position paper, the EU has thirteen SFPAs with active Protocols in force,³² and vessels from Spain, France, Portugal, Italy, Greece, the Netherlands, Ireland, Poland, Latvia and Lithuania are authorised under SFPAs to

EU-flagged fishing vessels are not permitted to operate in the waters of a non-EU country in which an SFPA is in force under direct authorisations (private agreements made between the EU vessel operators and the government of the non-EU coastal State) even when there is no Protocol in force

access fishing opportunities in the EEZs of non-EU countries (**See Annex 2**).³³ According to the exclusivity clause within the CFP,³⁴ EU-flagged fishing vessels are not permitted to operate in the waters of a non-EU country in which an SFPA is in force under direct authorisations (private agreements made between the EU vessel operators and the government of the non-EU coastal State) even when there is no Protocol in force (the Agreement is dormant).³⁵ The Protocols of SFPAs also often specify required 'participatory monitoring in the fight against IUU fishing', obligating EU vessels to report sightings of any vessel not included in the list of authorised vessels within the EEZ of the partner country (**See Annex 3**).

There are two main types of SFPAs. Firstly, there are **tuna agreements (TFA)** which allow EU-flagged fishing vessels to catch various tuna species. These vessels are either tuna seiners, surface longliners or use pole and line.³⁶ The seven current TFAs generate just under EUR 10 million annually for partner countries, of which approximately half is in the form of sectoral support.³⁷ It is important to note that EU Member States' respective quotas for migratory tuna-like species are allocated by Regional Fisheries Management Organisations (RFMOs). Any tuna harvested in an SFPA country's EEZ that falls within an RFMO's area of competence is included within the EU's quotas; thus, the concept of surplus does not apply. Secondly, there are a number of **multi-species agreements** that authorise EU-flagged fishing vessels to catch a wider range of fish species, made possible by the preliminary identification of a surplus by the coastal State.³⁸ Authorised vessels operating under these Agreements are mainly trawlers, purse seiners and longliners.

Common features of SFPAs include:

- Transparency, non-discrimination and human rights clauses (**Box 2**)
- An exclusivity clause that prohibits EU flagged fishing vessels from operating in the waters of the non-EU country in which an SFPA is in force unless they hold a fishing authorisation that has been issued in accordance with that agreement
- An operational observer scheme
- Vessel Monitoring System (VMS) requirements

- Required utilisation of logbooks or electronic reporting systems (ERS) detailing daily operations and captures, broken down by species and size, to be submitted to the flag State and forwarded to the coastal State
- Required reporting of quantities in the cargo hold (by species) to the coastal State upon entering or leaving the coastal State's EEZ
- Mandatory submission of catch data by vessels landing (or transshipping) catches in port to the coastal State no later than 24 hours after leaving port
- Fishing opportunities are limited to agreed target species
- Priority is given to local artisanal fleets

Box 2: Clauses included within most SFPAs

'Transparency clause'

In order to improve transparency, most active SFPAs have some form of '**transparency clause**' in place. Generally, there are two types of '**transparency clause**':

- a. Those that require the partner country to make public any agreement authorising foreign fleets to access and fish in their national waters.
- b. Those that require the partner country to provide the EU, through the Joint Committee, with relevant information on foreign access Agreements.

This information helps to ensure the sustainability of fishing activities in the region by providing a complete overview of allocated fishing opportunities.

'Non-discrimination clause'

Most SFPAs also include a form of '**non-discrimination clause**' under which the non-EU country should offer similar financial and/or technical conditions as those that apply under the SFPA to other distant water fleets fishing in the area to ensure a level playing field.³⁹

'Human rights clause'

All SFPA Protocols also include a '**human rights clause**' whereby implementation of the Protocol can be suspended if either the EU or the partner country ascertains a breach of essential and fundamental principles of human rights.⁴⁰ In accordance with the CFP, the EU shall ensure that SFPAs include a clause concerning respect for democratic principles and human rights in line with the post-Cotonou Agreement.^{41,42} "With two exceptions (Morocco and Greenland), the post-2014 SFPAs or Protocols have been concluded with African, Caribbean and Pacific (ACP) States that are parties to the Cotonou Agreement."⁴³

The EU shall provide data indicating the quantities per EU vessel, per month and per species, of catches made in the SFPA fishing zone, together with a calculation of the fees due for each vessel for the previous calendar year. The partner country then has the opportunity to contest the data provided on the basis of supporting evidence. If no agreement is reached, the Parties shall consult each other, where appropriate, within the Joint Committee established under the Agreement. In accordance with the EU Regulation on the sustainable management of external fishing fleets (SMEFF Regulation), authorisations for EU vessels made under SFPAs are made publicly available. Although the majority of partner countries are required to publish information on the authorisations granted to other foreign vessels operating within their waters, this requirement is not upheld.

A recent external evaluation and analysis commissioned by the European Commission and concentrating on the frameworks of SFPAs between 2015-2020, which incorporated a stakeholder consultation, identified a number of areas for improvement within SFPAs, particularly related to implementation.⁴⁴ The EU IUU Fishing Coalition agrees with all of the recommendations made. These include, but are not limited to:

- 'Improved monitoring by the Joint Committee of the application of the non-discrimination clause and of its supporting transparency clause by the partner third countries. This would ensure the extension of the standards of the Common Fisheries Policy imposed on EU vessels through SFPAs to other fishing fleets having access to the waters of the partner third country.'
- 'Increased consideration of the development status of the partner third country when identifying the EU financial contribution for sectoral support.'
- 'Increased focus on assessing the technical and operational achievements resulting from the implementation over time of the EU contribution for sectoral support.'
- 'Establishment of clear legal competences for the EU party to verify as appropriate expenses reported by the partner third countries about utilisation of the EU financial contribution for sectoral support.'
- 'Improved public transparency and communication about the outcomes and impacts of the implementation of the access and sectoral support components of SFPAs.'
- 'Consideration of the introduction of a clause in SFPAs encouraging the partner third countries to refrain from granting fishing authorisations to fishing vessels flying the flag of a third country identified by the EU as non-cooperating in fighting illegal, unreported and unregulated fishing.'

The background of the slide is a photograph of a seagrass bed. The seagrass is green and appears healthy in some areas, but there is a significant amount of brown, dead-looking seagrass and other marine debris scattered throughout, particularly in the lower right quadrant. This visual likely represents the impact of unsustainable fishing or other threats to marine ecosystems.

Key principles
for encouraging
transparency,
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Transparency should be prioritised to allow for informed participation of all stakeholders and ensure the sustainability of all fishing operations

Transparency on fishing activity by other flag States in partner country EEZs (the ‘Transparency Clause’) is essential and should be strengthened.

Each Agreement should have a clause obligating the parties to publish all of their bilateral and multilateral access agreements, including direct authorisations with individual vessels, pertaining to the use of the resources subject to the Agreement and Protocol, as well as licence, fishing opportunities and catch data for each of those agreements. There should be measures included in the Agreement to ensure that this clause is adhered to. The publication of all foreign fishing access agreements is a component of the 10 principles included in the Coalition for Fisheries Transparency’s Global Charter for Fisheries Transparency⁴⁵ and one of the twelve requirements of the Fisheries Transparency Initiative (FiTI) Standard,⁴⁶ further demonstrating the importance of transparency surrounding access agreements. A number of SFPA partner countries are FiTI candidates, committed or target countries.⁴⁷

Although all active SFPAs, except the EU-Senegal Agreement, include a form of ‘transparency clause’ within the text of the Protocol [as of March 2023] (see Annex 3), not all Protocols require the publication of all access agreements, including the most recent SFPA Protocols between the EU and Côte d’Ivoire, Mauritius and Morocco.⁴⁸ Of the SFPA partner countries that are required to make all access agreements public, it appears that only a few actually do (see Annex 4). It is imperative that all agreements authorising foreign fleets to fish in the waters under its jurisdiction are published in addition to being shared with the EU. This allows for the informed participation of all stakeholders, including small-scale fishers, and a more comprehensive knowledge base on the fishing capacity and fishing effort in the EEZ of the coastal States. **Furthermore, there have also been identified**

issues with the implementation of these clauses. For example, the Long Distance Advisory Council (LDAC) and the Coalition for Fair Fisheries Arrangements (CFFA) have noted issues with SFPA

As the complete footprint of all the fishing activities is available for very few SFPA partner countries, the sustainability claim for a number of Agreements may be unreliable.

partner countries reporting on all (public and private) fishing agreements with other non-EU countries operating within their EEZ.^{49,50} In order to avoid the overexploitation of fish stocks within the waters of SFPA partner countries, this information is crucial. The non-EU country must assess

all the fishing operations occurring within their waters to ensure that all activities within the EEZ are sustainable and are not detrimental to the local fishing community and fishing industry. As the complete footprint of all the fishing activities is available for very few SFPA partner countries, the sustainability claim for a number of Agreements may be unreliable. A 'transparency clause' is fundamental to ensuring that all relevant information to inform scientific analysis is provided, in particular all information needed to assess the surplus for species targeted under multi-species Agreements. As such, the EU should prioritise ensuring that all foreign fishing access agreements within the partner countries are published and engage with FiTI for support if necessary.

Proper implementation of the 'transparency clause' will also help to level the playing field between EU operators and foreign fleets as the EU publishes a list of all EU-flagged vessels authorised to operate under an SFPA.⁵¹ This is also needed to ensure that all relevant information on different fleets operating in the EEZ is provided, allowing the European Commission to assess the extent to which all fleets are subject to similar access conditions.

It is important that the information provided under such a 'transparency clause' (as defined in **Box 2**) is made available to the general public, particularly civil society. The public availability of this information is important as it allows all stakeholders to hold both the EU and the coastal State accountable and ensure that marine resources are sustainably managed. Unfortunately, as noted by the LDAC, there is little information on the implementation of 'transparency clauses' within the European Commission's evaluations of SFPAs.⁵²

Moreover, both the SFPA and the accompanying Protocols lack explicit provisions addressing non-compliance or partial adherence to the transparency clause. It is imperative to incorporate specific provisions in upcoming Protocols to guarantee that partner countries adhere fully to these transparency clauses.⁵³

Public information and information sharing on the implementation of sectoral support must be prioritised to hold all sides accountable to their commitments and better tailor initiatives according to the needs of non-EU countries.

Under the Protocol of SFPAs, partner countries shall present annual reports on the actions implemented and results achieved using the sectoral support, based on the agreed programming, which are then examined by the Joint Committee. The partner countries shall then report, before

the expiration of the Protocol, on the implementation of sectoral support throughout the duration of this Protocol. **The EU IUU Fishing Coalition recommends that information on sectoral support spending, as well as the reports and minutes of the Joint Committee, should be published on an annual basis and made easily accessible to all stakeholders to ensure that the funds are spent correctly. This is a long-term demand from local stakeholders and civil society organisations, who also seek greater inclusion during the mapping of the project areas to be financed by the sectoral support.**⁵⁴

There is also little transparency on where sectoral support has been spent or the outcomes of these initiatives (see **Box 3**, for example).^{55,56} It is crucial that this funding is effectively used to enable sustainable development of the fisheries sector and improve fisheries governance in the coastal State. This can be achieved, for example, through financially supporting monitoring,

Funds are generally better invested if they have been agreed in a concerted way, taking into account the most pressing needs of all effective beneficiaries.

control and surveillance (MCS) capacities and scientific research.⁵⁷ Funds are generally better invested if they have been agreed in a concerted way, taking into account the most pressing needs of all effective beneficiaries. Furthermore, the EU-funded access to fishing grounds and the sectoral

support provided by the EU to partner countries are funded by the public money of EU citizens; it is therefore essential that sectoral support is spent effectively and that information on how and where this money is spent is made publicly available to all stakeholders.

Box 3: Case study – A closer look to sectoral support in Madagascar

According to the Coalition for Fair Fisheries Arrangements (CFFA), under the EU-Madagascar SFPA there seemed to be no obvious impact from the annual EUR 700,000 provided to Madagascar as sectoral support for small-scale fishers; and no information was made public on how the funds were used.⁵⁸ The ex-post and ex-ante evaluation of the EU-Madagascar SFPA protocol, however, determined that the goals of the sectoral support were "achieved satisfactorily" (**Table 3**). It is important to note that the evaluators have access to reports on sectoral support, meaning that they can properly establish effectiveness of the sectoral support (according to their criteria). Stakeholders consulted by CFFA did not have access to this detailed information and therefore could not fully assess whether or not there was a positive impact.⁵⁹ It is crucial that there is improved transparency on how and where the sectoral support provided by the EU supports traditional and artisanal fisheries, MCS and the fight against IUU fishing. The yearly reports on sectoral support spending as well as the reports and minutes of the Joint Committee should be made available to all stakeholders in order to increase their engagement.

Through a review of the ex-post and ex-ante evaluations of the implementing protocols of several SFPAs, variation in the successful application of sectoral support was identified. The effectiveness of the sectoral support's contribution to capacity building in partner countries has been varied, with some actions seeming to have been disjointed and significant goals of the sectoral support failing to be achieved (**Table 3**). The ex-post and ex-ante evaluations also determined that the impacts of the intervention needed evaluation to verify their effectiveness and that there have been identified issues regarding the absorption capacity for sectoral support.

All future protocols should require an explicit breakdown of activities, with objectively verifiable indicators of achievements expressed as targets for each stage of implementation. The activities, objectives and indicators should be established in consultation with relevant stakeholders, such as the fishing sector, including the small-scale sector, and civil society, to ensure their relevance and better results. The EU and partner countries should consider the introduction of mechanisms for monitoring the implementation of sectoral support by the partner country authorities. As previously mentioned, publicly available reports on the implementation of sectoral support, which include a list of projects completed and the sums spent, are key for future SFPAs. Currently, there is a lack of transparency in written documents in relation to the utilisation of the EU contribution for sectoral support (**Table 2**) and according to feedback from targeted consultations, *'insufficient transparency risks creating a culture of mistrust and mismanagement.'*⁶⁰ It is particularly important to see how sectoral support is spent to support sustainable management of fisheries and the strong development of small-scale fisheries, if allocated. Additionally, it would be useful to examine the long-term viability of sectoral support projects, particularly with partner countries with which the EU has had multiple (and often consecutive) access agreements.

Table 2: Status of publication of written documents in relation to the utilisation of the EU contribution for sectoral support

Constituting item	Written source	Published?
Financial envelopes and implementation principles	Protocols	Yes
Transfer of EU contribution to national budget	Finance Laws / Acts	Yes
Multi-annual programmes	Minutes of Joint Committee meetings	No
Annual programmes	Minutes of Joint Committee meetings	No
Implementation guidelines	Minutes of Joint Committee meetings*	No*
Implementation reports by third countries	Minutes of Joint Committee meetings	No
Rationale for payment of tranches	Minutes of Joint Committee meetings	No
Ex-post evaluations	Standalone reports	Yes

* The 2015-2021 Protocol implementing the SFPA with Mauritania is an exception with implementing guidelines annexed to the Protocol.

Source: based on documents provided by DG MARE⁶¹



Table 3: Evaluation of the sectoral support objectives in SFPAs as per the ex-post and ex-ante evaluations of SFPAs published by DG Mare (see Table 1 for further details).

Yellow = Criterion broadly achieved, but some points deserve special attention

Green = Criterion achieved satisfactorily

Grey = Undecided/Unmeasured.

These rankings were determined by the independent authors of the evaluations, not DG Mare or the authors of this position paper.

	Cabo Verde (2014-18)	Cook Islands (2016-20)	Côte d'Ivoire (2013-18)	Greenland (2016-20)	Liberia (2015-20)	Madagascar (2015-18)	Mauritania (2015-19)	Mauritius (2017-21)	Morocco (2014-18)	São Tomé et Príncipe (2014-20)	Senegal (2014-19)	Seychelles (2014-20)
To contribute to capacity building in [partner country]	"A significant part of the MCS component remains however to be achieved, with regard <i>inter alia</i> to the operationalization of the VMS and ERS system, expected for the first half of 2018, and an increase of the number of sea inspections."	"The sectoral support programme contributed to strengthen capacities of Cook Islands authority to monitor fishing activities under its competence with as a result, improved capacities to provide scientific data to Western Central Pacific Fisheries Commission (WCPFC). Implementation progress of the sectoral support programme are adequately reported in writing to the Joint Committee on an annual basis as expected by the Protocol."	"The protocol supports the fisheries sector by strengthening the capacity of the Ivorian fisheries administration and industry through rehabilitation of the VMS cell in terms of personnel, training and monitoring, and joint missions with the national Navy. After an improvement in the use of sectoral support funds, the results achieved can be considered generally positive."	"Sectoral support funding provided by the EU makes a significant contribution to overall government budget and expenditure on fisheries administration, control and enforcement, and scientific research and advice. Funding allows for human capacity development and the purchase of equipment for related activities. Achievements of the Government across these three areas are recorded and reported on an annual basis."	"Sectoral support actions seem to have been disjointed, with a need for designing a comprehensive approach supporting a more cost-effective surveillance scheme. Implementation progress of the sectoral support programme has not been reported in writing although this was included in the implementation guidelines approved between the two parties, and this undermines the transparency of the whole SFPA."	"Sectoral support contributes to the strengthening of the capacities in the partner country."	"The sectoral support contributes to the improvement of administration and the fisheries sector as expected, in line with the country's 2015-2019 sectoral strategy. The funds for the 2015-2019 sectoral support (AS 2015-2019) were transferred to the Mauritanian party in October 2017 after the consumption of the balances from the two previous protocols in 2016 and 2017 (in compliance with the disbursement conditions of the protocol). By the end of 2018, the execution and monitoring unit for the use of AS 2015-2019 funds, tranche 1 received in October 2017 after the consumption of the balances of the two previous protocols, is not yet operational. This deficiency should be corrected, as expected by the Mauritanian party, in 2019."	"After three years of implementation, results obtained through the sectoral support component of the Protocol are relatively modest. This result may be attributable to the delayed implementation of the programme with only 25% of funds available having been utilised during 75% of the duration of the Protocol. Sectoral support activities completed under the first tranche contributed to bringing the national scientific observer scheme up to the standards required by the IOTC, but did not succeed in full implementation of the long-awaited Electronic Reporting System. Sectoral support activities also benefited 50 artisanal fishers, but this was a small proportion of the ≈ 2 000 Mauritian artisanal fishers, with impacts of the intervention needing an evaluation to verify its effectiveness."	"The sectoral support has generally been a success in terms of (i) aligning the funded measures with Morocco's needs and (ii) the monitoring procedure that ensures complete transparency in the use of funds."	"The sectoral support implemented under the Protocol has strengthened the surveillance component through the operationalisation of a Fisheries Monitoring Center and improved knowledge about the activities of national fleets. The contribution of the Protocol in terms of surveillance is particularly important since São Tomé and Príncipe does not have any other external source of funding for this sovereign function."	"The sectoral support implemented under the Protocol has allowed for support to the artisanal fishing sector and the strengthening of the maritime surveillance aspect, even if the modernisation of the Fisheries surveillance centre (centre de surveillance des pêches, "CSP") software remains to be implemented. Despite a significant share of the planned funding, support for research had not produced significant results at the time of this evaluation due to a lack of clear commitment from the State."	"The sectoral support implemented under the Protocol has contributed to strengthening the implementation of fisheries policy primarily through establishing the observer programme and new infrastructure. Other measures have had limited impact or impacts which are difficult to measure due to insufficient attention to programme design and ex ante evaluation, and insufficient resources allocated to programme management."

	Cabo Verde (2014-18)	Cook Islands (2016-20)	Côte d'Ivoire (2013-18)	Greenland (2016-20)	Liberia (2015-20)	Madagascar (2015-18)	Mauritania (2015-19)	Mauritius (2017-21)	Morocco (2014-18)	São Tomé et Príncipe (2014-20)	Senegal (2014-19)	Seychelles (2014-20)
To what extent have the sectoral support actions agreed in the initial programming been achieved at reasonable cost?	"Results in terms of management development and research knowledge are noted, however use of sectoral support payments has been slower than expected and overall national sectoral development is limited."	"According to Joint Committee' reviews, sectoral support has been properly used by Cook Islands to achieve results expected by the multiannual support programme. Utilisation of sectoral support funding according to National budget rules ensure transparency and accountability of expenses, with use of tendering process for provision of goods and services ensuring competition between suppliers."	"The activities supporting the implementation of Ivorian's fisheries sector policy funded by the protocol and being carried out at a reasonable cost, within the planned budget, and with a good rate of realisation on the funds received, which should be good by the end of 2017 after some initial delays. However, the rate of utilisation of the total amount of sectoral support at the end of the fourth year of the protocol is average compared to the total available budget of the initial programming."	"Sectoral support is being properly used by the Greenlandic authorities."	"According to Joint Committee' reviews, sectoral support has been properly used by Liberia with achievements aligned with initial objectives. The extent to which actions have been achieved at reasonable costs cannot be fully evaluated."	"The programming was carried out in most cases with reasonable costs (initial budget respected) in order to achieve the expected results."	"The remaining funds of the Sectoral Support (AS) from the 2008-2012 protocol and all of the AS funds from 2012-2014, totaling 14 million euros, were consumed according to budgets and programs approved by both parties. The AS funds from 2015-2019 have been in use since 2018, and there have been no major reported consumption difficulties to date. The remainder of the previous AS and those already received from the current AS are being used for the construction and operationalization of the port of Tanit. Without funding for infrastructure or equipment requiring significant budgets, the absorption capacity of sectoral support could have been more difficult, as was the case in previous protocols."		"The sectoral support is disbursed based on a results-based payment approach. After three years of implementation, the Moroccan authorities have utilised 68% of the allocated funds, which can be considered generally satisfactory."	"The Joint Commission estimated that the amounts of sectoral support were utilised as projected, and the disbursement of the first three instalments reached 100% of the allocated amounts."	"The Joint Commission estimated that the sectoral support funds were used according to approved guidelines, and the EU has disbursed 80% of the planned envelope (i.e. 3 million euros)."	"The sectoral support component has contributed a significant proportion of the public investment programme for the Seychelles fishery sector. Challenges in programme management due to mismatch between the dimensions of the support and implementation capacity in the executing agency, the SFA, were evident in the early stages, but eventually overcame. Sectoral support has delivered some clear successes and had a positive impact on the fishery sector, notably infrastructure and the observer programme. There are doubts about the relevance and efficiency of some of the other expenditures made, and it is not possible to define these in more detail due to a lack of clear programming, ex ante evaluation of the programme matrix and lack of attention to monitoring and evaluation of some components."

	Cabo Verde (2014-18)	Cook Islands (2016-20)	Côte d'Ivoire (2013-18)	Greenland (2016-20)	Liberia (2015-20)	Madagascar (2015-18)	Mauritania (2015-19)	Mauritius (2017-21)	Morocco (2014-18)	São Tomé et Príncipe (2014-20)	Senegal (2014-19)	Seychelles (2014-20)
To what extent is the EU contribution for sectoral support commensurate to [partner country]'s needs and absorption capacity?	"For the sectoral support of the current Protocol needs have in general been well estimated by the Joint Committee, although PRAO has also provided assistance on training of inspectors and marine surveillance based on requests from Cabo Verde (of which the EU was not informed). Due to implementation delays the amounts of sectoral support applied to some components were not in accordance with the foreseen calendar."	"The EU contribution for sectoral support is in line with Cook Islands' absorption capacity, with amounts disbursed according to the foreseen calendar. Additional amounts of sectoral support funding could have been utilised, but the amounts foreseen by the Protocol were at the maximum standard level considered by DG Mare."	"The amount of sectoral support appears appropriate to meet the needs of Ivory Coast in terms of improving fisheries surveillance and its needs for better scientific knowledge of fishing activities in its waters. The absorption capacity of the total amount of sectoral support is average but has improved over the past two years. Ivory Coast also needs to be strengthened in terms of resources to monitor and secure all its waters, including actions to combat IUU fishing, but this significant strengthening is beyond the scope of sectoral support."	"EU sectoral support matches well with Greenland's needs and is fully absorbed."	"The EU contribution for sectoral support is in line with Liberia's absorption capacity, with amounts disbursed according to the foreseen calendar. The proportionality between access payments and sectoral support funding inherent to SFPA implementation policy limited the sectoral support budget to amounts probably lower than Liberia's financial needs for the development of its national fisheries sector."	"The contribution of the EU for sectoral support is proportional to the needs of Madagascar and its absorptive capacity."	"The EU's contribution to sectoral support has been aligned with the needs and absorption capacity of Mauritania, including support for the construction of an artisanal fishing landing infrastructure: the Tanit artisanal fishing port. The funds used in the first two years of the protocol come from the remaining amounts of the previous two protocols (a total of 15 million euros). 40% of these 15 million euros were used to contribute to the construction of the Tanit artisanal fishing port at Mauritania's request. The first tranche of sectoral support for 2015-2019 was almost fully consumed by the end of 2018 to make the port operational. In fact, the programming of the sectoral support for 2015-2019 includes 50% for infrastructure to operationalize the port. However, the consumption of the remaining 50% planned for the period from 2019 to mid-2020 for other identified needs in the programming of sectoral support 2015-2019 will have to meet the scheduled deadlines to ensure good absorption of the funds for sectoral support 2015-2019 as a whole."	"Mauritius needs substantial investments to further develop its blue economy sector as suggested by the World Bank study. Despite this, the Ministry in charge showed low performance in the utilisation of the sectoral support funding available under both the previous and current Protocols. The reasons may be attributable to a lack of a roadmap and work programme to develop the sector, and also to some extent to a lack of adequate resources for the Ministry in charge."	"The sectoral support is generally being used according to projections. The observed delays are due to the difficulties encountered by the public authorities in initiating and monitoring often complex infrastructure projects."		"The amount of the sectoral support is in line with Senegal's absorption capacity, if one compares its amount to the budget made available by the Ministry of Fisheries and Maritime Economy by the State. The amounts of sectoral support could theoretically have been higher to better meet the needs, but they were limited to some extent by the proportionality established by the EU between the financial contribution for access and the amount of sectoral support."	"The nature and dimensions of the sectoral support programme were commensurate with the needs of the fishery sector. However, implementation of such an ambitious and large sectoral support programme has proved to be challenging for the Seychelles Fishing Authority, which has struggled to effectively manage the programme with its own resources."

	Cabo Verde (2014-18)	Cook Islands (2016-20)	Côte d’Ivoire (2013-18)	Greenland (2016-20)	Liberia (2015-20)	Madagascar (2015-18)	Mauritania (2015-19)	Mauritius (2017-21)	Morocco (2014-18)	São Tomé et Príncipe (2014-20)	Senegal (2014-19)	Seychelles (2014-20)
To what extent have the sectoral support payments been made in due time?	"The EU has disbursed the sector support financial contributions in a timely manner and consistent with the Protocol for the first two tranches. Payment of the last two tranches is pending approval of the respective programming, which was due to be presented by Cabo Verde by the end of January 2018, and its respective implementation. Some concerns have been raised with the allocation contributions to the sector, but this should be monitored though SIGOF."	"EU sectoral support payments have been made on time, and even ahead of the Protocol calendar for tranche 3. Budget mechanisms established between the relevant Cook Islands’ ministries ensure swift availability of sectoral support funding to the beneficiary institution (Ministry of Marine Resources)."	"Sectoral support payments are paid to the Treasury by the European Commission within the timeframes and in accordance with the terms of the protocol. Taking into account the requirement for the effective use of sectoral support amounts by Ivory Coast for the payment of the sectoral support (protocol clause), one annual tranche was deferred by the EU Commission to the following year (which cascaded the payment of the subsequent tranches)."	"The EU has disbursed the sectoral support financial contributions in a timely manner consistent with the Protocol."	"EU sectoral support payments have been made on time, except for the first payment delayed for administrative reasons. Payments of sectoral support funding on a NaFAA dedicated account ensured that budgets could be used exclusively to support actions in support of fisheries management."	"The payments for sectoral support were made on time in 2015 and 2016 and in accordance with the terms of the protocol by the European Commission. For the year 2017, the payment of the 3/4 tranche and a remainder of the funds committed in 2016 were made to a specific account not managed by the Treasury (a local primary bank) at the request of the MRHP and accepted by the EU in order to subsequently accelerate disbursements to beneficiary institutions."	"The payments for the sectoral support 2015-2019 have been made on time so far and in accordance with the terms of the protocol. These terms conditioned, in particular, the payment of funds from the sectoral support of the current protocol to the consumption of the remaining amounts from the previous protocols, which occurred at the end of 2017."	"EU payments for sectoral support have been made in due time according to the provisions of the Protocol implemented by the guidelines approved by the two parties."	"The payments for the sectoral support have been made on time, with the first instalment providing an advance to Morocco's treasury. The multi-year nature of the sectoral support payments is integrated into the budget planning of the State."	"The EU has fully disbursed the funds for sectoral support within the specified timeframe. However, the availability of funds for the responsible administration faces strictly national issues that cannot be attributed to the Protocol."	"The EU distributed the funds for sectoral support based on a result-based approach. However, the disbursement of funds to the relevant administration was significantly delayed at the beginning of the Protocol due to internal administrative reasons. The mechanisms are now well established and assimilated by the relevant administrations (fisheries, finance)."	"The EU has disbursed the sector support financial contributions in a timely manner and consistent with the Protocol. National budgetary discipline was good, but in the early stages of the Protocol there was insufficient management attention to programme design and to allow for effective and timely budget implementation."

Transparency of fisheries-related data, including data on the SFPA "surplus" (if applicable) and catch data should be improved.

Joint Scientific Committees (JSCs) are set up to monitor the state of the resources that the EU targets in the partner country's fishing zone for mixed fisheries agreements.⁶² Catch and effort data from all active ships (EU and non-EU), as reported by the relevant scientific institutes, is examined by the JSC. This includes data on the "surplus" which is to be made available to EU fishing vessels under mixed species SFPAs. "Surplus" resources are only applicable for multi-species agreements as the quota within tuna agreements is allocated by Regional Fisheries Management Organisations (RFMOs). "The "surplus" of a stock is its annual potential catch minus the potential catch of the national fleet according to its "capacity to harvest the entire allowable catch".⁶³

To encourage an open dialogue on the potential effects of the EU's distant fishing activities on the marine ecosystem and local fishing communities, this data should be made publicly available and routinely shared with stakeholders in coastal States. Additionally, the EU should endeavour to provide increased support to partner countries for the collection of small-scale fisheries data. **EU institutions and the governments of SFPA partner countries should assume responsibility for hosting open and consultative procedures. This will help ensure a structured dialogue with all interested stakeholders. Importantly, civil society should always be invited to the Joint Committees and the JSCs as observers. The reports and minutes of these Committee meetings should also be made publicly available to all stakeholders; at present, only the minutes of certain Joint Scientific Committee meetings are currently made public.**⁶⁴



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Box 4: Joint Committees and Joint Scientific Committees

Joint Committee

Within the texts of SFPAs, a Joint Committee shall be set up to monitor and control the application of the Agreement. The Joint Committee performs the following functions:

- a. overseeing the performance, interpretation and application of the Agreement and evaluation of its implementation;
- b. providing the necessary liaison for matters of mutual interest relating to fisheries;
- c. acting as a forum for the amicable settlement of any disputes regarding the interpretation or application of the Agreement;
- d. reassessing, where necessary, the level of fishing opportunities and, consequently, of the financial contribution; and
- e. any other function which the Parties decide on by mutual agreement.

The Joint Committee shall meet at least once a year and hold a special meeting at the request of either of the Parties.

Joint Scientific Committee

During the period of application of mixed SFPAs, the EU and coastal State shall cooperate in order to monitor the state of resources in the fishing zone and, for that purpose, undertake to provide access to the available data. To that end, an annual joint scientific meeting is to be established. On the basis of the conclusions of the scientific meeting and in light of the best available scientific advice, the Parties shall consult each other in the Joint Committee, where necessary and by mutual agreement, to take measures to ensure the sustainable management of fishery resources. The Parties undertake to consult each other, either directly or within the relevant international organisations, to ensure the management and conservation of biological resources and to cooperate with respect to scientific research in this field. Currently, only the reports of certain JSCs are publicly available and published on an annual basis. The duties of the Joint Scientific Committees include:

- a. compiling data on the fishing efforts and catches of national and foreign fleets operating in coastal State's fishing zone and fishing for species covered by the Protocol;
- b. proposing, monitoring or analysing the annual surveys that contribute to the stock assessment process and allow fishing opportunities to be determined, bearing in mind exploitation options which guarantee the conservation of stocks and their ecosystems;
- c. drawing up, on this basis, an annual scientific report on the fisheries covered by the Protocol; and
- d. issuing, on its own initiative or in response to a request from the Joint Committee or from one of the Parties, a scientific opinion relating to management measures deemed necessary for the sustainable exploitation of the stocks and fisheries covered by the Protocol.

Increased transparency regarding the ultimate owners of vessels operating in the waters of the partner countries must be prioritised, particularly for vessels with beneficial ownership within the EU.

The EU IUU Fishing Coalition recommends that the EU require more transparency regarding joint ventures or ownership (including beneficial ownership) of fishing vessels flying the flag of the partner country. A beneficial owner can be broadly defined as the natural person who ultimately owns or controls a company. Beneficial ownership can be difficult to determine as there are often multiple layers within ownership chains, including a number of corporations between the legal owner and the beneficial owner.

Member States should have a system in place to monitor ownership of fishing vessels owned by their citizens and companies and inform the European Commission accordingly, as per articles 39 and 40.1 of the EU IUU Regulation. Articles 10 and 11 of the EU Regulation on the Sustainable Management of External Fishing Fleets (SMEFF Regulation) also state that Member States will verify, when submitting a fishing authorisation request by an EU fishing operator, the information required in accordance with the SFPA.

Article 39.1 of the SMEFF Regulation further requires certain information for all EU-flagged vessels operating under SFPAs to be submitted to the European Commission, including ‘the name, city [and] country of residence of the owner and of up to five main beneficial owners’. Despite this requirement, beneficial ownership information is not consistently collected as part of the fishing authorisation process for any SFPA, and this information is not required to be included in the public section of the electronic Union fishing authorisation database. **Future protocols should also require Member States using the fishing opportunities under the SFPA to collect information on their nationals possibly owning vessels in the non-EU partner country. The Member States should require nationals to inform the national authorities of ownership or joint ventures in the SFPA partner countries and make such information public. Moreover, as part of the transparency clause, coastal states should be required to request beneficial ownership data to any fishing vessel fishing in their waters.**

In identified cases of IUU fishing, it can be difficult for authorities to investigate and prosecute the beneficial owner of a fishing vessel. In many cases, the vessel’s crew, captain or legal owner face fines or penalties. For example, Chinese fishing companies have been known to register trawl vessels under local Ghanaian front companies (the registered owner) in order to access Ghanaian waters under local licences, though beneficial ownership remains in China.⁶⁵ Furthermore, there have been examples of vessels flagged to countries carded (i.e. warned or sanctioned) under the EU’s carding scheme for failing to cooperate in the fight against IUU fishing, with beneficial ownership in EU Member States.^{66,67,68} These examples highlight the need for improved transparency of beneficial ownership information to help identify the true beneficiaries of IUU fishing, and SFPAs can be drivers of this in partner countries.



2

Enhanced inclusivity and participatory processes, both at the negotiation and implementation phases of all SFPAs

As demonstrated in the ex-post and ex-ante evaluations, a number of diverse stakeholders are affected by SFPAs; however, the level of satisfaction with the Agreement and Protocols varies greatly between them. Specifically, civil society (both EU and local organisations) and the local sector (shipowners and processors) are often dissatisfied with the Protocols (**Table 4**). This demonstrates the need for more inclusive participation during all stages of the Agreement, from conception to implementation. **For the SFPAs to be truly equitable instruments and effectively meet the principles and objectives set out in the CFP,⁶⁹ coastal States and the EU should, prior to negotiations and throughout the Protocol's implementation phase, make sure that all pertinent stakeholders at**

The governments of coastal States and EU institutions should take it upon themselves to host open and consultative procedures that ensure a structured dialogue with all relevant stakeholders

the local, national, and regional levels, including representatives from civil society, are identified and routinely and transparently consulted. This should be a clear requirement of the Agreement's terms as well as a prerequisite for the EU to support the coastal State financially or technically. The governments of coastal States and EU institutions should take it upon themselves

to host open and consultative procedures that ensure a structured dialogue with all relevant stakeholders for the duration of the Protocol. Greater participation of civil society representatives from partner countries as observers during negotiations and during the Joint Committees and JSCs should also be encouraged.

Table 4 The extent to which the protocol is supported by stakeholders within the EU and in the coastal State as per the ex-post and ex-ante evaluations of SFPAs published by DG Mare (see Table 1 for further details).

Red = Criterion not met

Yellow = Criterion broadly achieved, but some points deserve special attention

Green = Criterion achieved satisfactorily

Grey = Undecided/Unmeasured.

These rankings were determined by the independent authors of the evaluations, not DG Mare or the authors of this position paper.

	EU-ship owners	Civil society (EU and local)	Local sector (ship owners and processors)	Local authorities
Cabo Verde (2014-18)	"EU ship-owners support the renewal of the Protocol and suggested that the new Protocol should review the rules on observers, allow licensing of support vessels, specify more clearly the targeted species, allow catching of live bait and ensure compatibility with the national regulations."	"The EU makes information on the SFPA publicly available via its website, but in Cabo Verde, civil society raised concerns about the lack of transparency and information provided from the Cabo Verdean authorities on the terms and conditions of the SFPA/Protocol. Concerns were also raised with regard to the sustainability of the surface longline opportunities, as well as reporting conditions and implementation of control measures."	"The Protocol raises some specific concerns from Cabo Verdean fishing vessel operators. However, it delivers clearly recognised benefits and is strongly supported by the Cabo Verde fish processing sector."	"The authorities of Cabo Verde are satisfied by the Protocol and support its renewal."
Cook Islands (2016-20)	"EU purse seine operators are satisfied with the conditions set up by the Protocol and support its renewal. However, they would like to see an improved efficiency of the observer programme while fishing in the Cook Islands' EEZ."	"Representatives of the Cook Islands fisheries sector did not raise any issue with the EU SFPA. There are no direct interactions with EU purse seiners on fishing grounds, and quantities of fish available in the Cook Islands are commensurate with the size of the domestic market."	"Acceptability of the EU-Cook Islands SFPA by the civil society in the Cook Islands is likely to remain an issue to be considered in anticipation of the forthcoming negotiations. Poor acceptability of the Protocol is underpinned by a general rejection of purse seine fishing technique around Fish Aggregating Devices in the Western Central Pacific Ocean, and is not specific to the EU SFPA. Nonetheless, communication on SFPA outcomes by the Ministry of Marine Resources contributed to improve the image of the SFPA and it is in the Ministry's plan to further develop communication."	"Cook Islands' authorities are satisfied with Protocol performances and remain open to renegotiate a next Protocol."
Côte d'Ivoire (2013-18)	"The EU purse seine vessel owners, active under the protocol, are generally satisfied with the technical and financial conditions of the protocol. They support the renewal of the protocol with some adaptations (see the prospective evaluation of a possible future protocol in the following chapter, notably section 9.1.5a). The longline vessel owners, who were consulted, did not express their views. However, they are concerned about the lack of consideration - and administrative delays - they currently face at the fishing port of Abidjan, mainly due to its expansion and the prioritisation by Ivorian authorities of non-fishery-related landing activities. These weaknesses lead them to temporarily change their landing strategies by transshipping in Abidjan instead of landing to process their catches locally or by landing directly in other ports of the region. For them, a privileged relationship should be applied to EU fishing vessels accessing Ivorian waters through the SFPA."	"Civil society in Ivory Coast and in the EU recognises the contribution of purse seiner vessels in terms of employment and protein supply for the local population. However, they would have wished that actors from the artisanal fishing sector, the marketing chain (canneries and female fish processors), and representatives of Ivorian seafarers on board EU fishing vessels be consulted by the Ivorian partners during the current protocol so that sectoral support actions can be taken in artisanal fishing, the marketing chain, and in strengthening the skills of Ivorian seafarers. Consulted NGOs and unions also regretted not being able to participate, or at the very least, having access to the minutes of the joint committee meetings for greater transparency on (a) the activities of the sectoral support in the protocol, and (b) the activities of all foreign fleets in Ivorian waters."	"Artisanal fishing associations considered that they are not in direct competition with EU purse seiners in terms of fishing areas, although some artisanal fishermen catch small tuna species. However, they would like to be consulted during the development of sectoral support activities or even supported in improving the marketing and hygiene conditions of their fishing activities with the help of sectoral support. The canneries and fishing vessel industries met to express their dissatisfaction with the situation at the fishing port. They hope that Ivorian authorities will remedy the current problems as soon as possible, as highlighted by the EU purse seiner shipowners. However, this situation is independent of the current protocol (with regard to its clauses)."	"The Ivorian authorities are satisfied with the protocol, particularly in terms of improving their means and skills with the help of sectoral support, and they welcome the renewal of the protocol with some adaptations (see the next chapters). They also encourage the development of a regional program of independent ICCAT observers coordinated by one or more regional organisations (CPCO, COMHAFAT, COREP)."
Greenland (2016-20)	"Notwithstanding some possible minor modifications to the technical and financial conditions specified in the Protocol, EU vessel owners having access to quota in Greenland are highly satisfied with the content of the Protocol and strongly support its renewal."	"To the extent that responses were provided to consultations, civil society organisations in Greenland and the EU appear satisfied with the Protocol and would support its renewal."	"Greenlandic offshore ship-owners are opposed to the Protocol, and consider that benefits to Greenland would be greater if quota was allocated to Greenlandic companies."	"Greenlandic authorities are generally satisfied with implementation of the Protocol. However they consider they could possibly generate higher financial benefits from allocating quota to Greenlandic vessels. However they will seek its renewal, potentially with minor modifications, due to the benefits of sectoral support, collaboration with the EU, and the maintenance of good geo-political relations."

	EU-ship owners	Civil society (EU and local)	Local sector (ship owners and processors)	Local authorities
Liberia (2015-20)	"EU operators are satisfied with the conditions set up by the Protocol and support its renewal. EU operators are against adaptations of the Protocol that would lead to mandatory employment of nationals or landings in Liberia as any such clauses would be incompatible with their deployment strategies and would have negative impacts on the attractiveness of the SFPA."	"The Civil society in Liberia supports the SFPA for the support it provides to NaFAA to manage national fisheries. However, civil society has poor knowledge of the SFPAs, and would support increased awareness of sectoral support implementation and some direct benefits to the small- scale sector."	"The Liberian private sector has little or no economic interaction with the activities supported by the protocol. Any purchases of bycatch would be on a purely commercial basis and have little relationship with the protocol. Use of Liberian ports by EU vessels could foster economic interactions but this is undermined by lack of basic supply and navigational issues at Monrovia harbours."	"Liberia's authorities are satisfied with Protocol performances and remain open to renegotiate a next Protocol."
Madagascar (2015-18)	"The EU fishing companies are generally satisfied with the technical and financial conditions of the Protocol and support its renewal (with some possible adaptations for renewal and licence terms, and fishing zone limits)."	"The civil society is generally satisfied with the protocol, particularly due to its transparency regarding access rights and conditions. However, the civil society would have liked to be more involved in the sectoral dialogue provided for under the Protocol, although this falls exclusively under the responsibility of the Malagasy authorities."	"The fisheries sector of Madagascar has not expressed any particular dissatisfaction with the current protocol or its possible renewal. Artisanal fishermen (operators of small-scale fishing) would have little interaction with EU fleets (in terms of competition for fishing zones). The processing sector partly benefits from the tuna caught by EU tuna vessels operating in Malagasy waters."	"Malagasy authorities are generally satisfied with the protocol. They support the renewal of the protocol with some adaptations."
Mauritania (2015-19)	"Shipowners are moderately satisfied with the protocol, except for tuna vessels and vessels targeting demersal fish other than hake. In order to ensure better profitability of their activities and better use of allocated TACs, shrimp trawlers (category 1), hake-targeting trawlers (category 2bis), and freezer trawlers targeting small pelagics (category 6) are mainly requesting an adaptation of fishing zone limits while ensuring the sustainability of the stocks they target, especially at the national and regional level for small pelagics and black hake."	"The civil society is generally satisfied with the protocol due to the transparency of the agreement and its support for artisanal fishing through the construction of the Tanit port. However, it urges both parties to continue improving the governance of the sector by improving the transparency of fishing activities and sectoral support in Mauritania and effectively managing TACs (all fleets included) and shared stocks of small pelagics and black hake at the regional level. Furthermore, it would like to be more involved in the sectoral dialogue provided for in the protocol. However, this last point falls within the jurisdiction of the Mauritanian authorities in Mauritania."	"The fishing sector in Mauritania is generally satisfied with the current configuration of the protocol. It supports the renewal of the protocol. It would like EU investors in the sector to settle in Mauritania to increase the country's economic benefits."	"The Mauritanian authorities are generally satisfied with the current protocol and are interested in exploring possible improvements for the potential future protocol, both in terms of access and support for and monitoring of the fisheries sector (see also the ex-ante evaluation)."
Mauritius (2017-21)	"The EU operators having used the fishing opportunities available are satisfied with the technical and financial conditions set up by the protocol and support its renewal. Based on feedback received, a status quo for most technical and financial conditions is the preferred option with the exception of the mandatory employment of national seamen which is proposed to become an option under a future Protocol."	"The main feedback received related to a lack of transparency of the sectoral support component of the Protocol, and to the relatively weak transparency clause of the Protocol concerning publication of fishing agreements concluded by Mauritius with other foreign partners. The renewal of the Protocol was not challenged."	"The Protocol is broadly supported by those few representatives of the fisheries sector in Mauritius who provided feedback for this evaluation. However, whilst activities of EU tuna vessels in Mauritius waters do not raise particular concerns, feedback was more critical about the lack of communication on activities and results of the sectoral support component, and a potential lack of effectiveness of certain measures targeting the artisanal sector."	
Morocco (2014-18)	"The EU operators benefiting from fishing opportunities in Morocco are generally satisfied with the Protocol and support its renewal. However, in their view, the Protocol introduces too many technical constraints that would not allow them to optimise the profitability of fishing in Moroccan fishing grounds."	"The agreement is not widely discussed in Morocco. The lack of visibility of the sectoral support deprives both parties of means to positively communicate about tangible impacts of the agreement on the Moroccan fishing sector."	"Maritime operators in Morocco acknowledge the absence of on-site interactions with EU operators and, therefore, the lack of favourable cohabitation conditions. On the other hand, operators in the processing sector in Morocco lament the absence of sales of EU fish products to local factories."	"The Moroccan authorities are satisfied with the implementation of the access and sectoral support components of the Protocol and remain open to the prospect of its renewal."
São Tomé et Príncipe (2014-20)	"EU fishing operators support the renewal of the Protocol and specifically request that the next Protocol clarifies the status of support vessels and the fishing conditions for oceanic sharks within the jurisdictional zone."	"The civil society in São Tomé and Príncipe has limited awareness of the Protocol, except in cases where issues arise, leading to potential confusion. Improved communication by the São Toméan party about the Protocol, as well as other agreements with different entities, would be beneficial in providing better information to the civil society. Additionally, joining other voluntary initiatives such as the Fisheries Transparency Initiative (FiTI) could help enhance public awareness and understanding."	"The agreement does not raise any specific objections from the fishing sector in São Tomé and Príncipe. The absence of on-site interactions due to the measures of distancing the EU vessels helps to prevent potential conflicts of use."	"The authorities of São Tomé and Príncipe are satisfied with the Protocol and support its renewal. However, they would like to capture more benefits from the activities of EU vessels, feeling disadvantaged compared to the conditions obtained by other countries with whom the EU has Fisheries Partnership Agreements or with non-EU tuna vessels."
Senegal (2014-19)	"The EU fishing companies are satisfied with the protocol and fully support its renewal. However, adjustments are requested regarding the access price for purse seiners, securing the right of access to bait for pole-and-line vessels, and an increase in fishing opportunities for demersal trawlers."	"Probably due to lack of communication strategy and actions to make the achievements of the agreement visible by the Senegalese authorities, the Protocol and its accomplishments are widely unknown in Senegal."	"The fishing sector in Senegal has reservations about (a) the relevance of maintaining access to deep-sea resources by EU vessels and (b) the reality of the experimental nature of these fishing opportunities. The access of EU tuna vessels does not pose any particular problems beyond regret for the lack of sales to local industries, but this is not specific to EU vessels."	"The implementation modalities of the current Protocol do not raise any particular objections from the authorities of Senegal."

	EU-ship owners	Civil society (EU and local)	Local sector (ship owners and processors)	Local authorities
Seychelles (2014-20)	"EU operators of purse seine vessels fully support the renewal of the Protocol which is considered to be an essential strategic pillar of their operations in the Indian Ocean. On the other hand, EU surface longline operators appear to have only limited interest in fishing the Seychelles zone, although the port facilities are used by their supply vessels. Whilst broadly satisfied with the conditions set out the Protocol, the implementation of the crew recruitment requirements by purse seiners causes difficulties and it is suggested that the new Protocol should review the procedural rules for reporting this aspect."	<p>"The EU makes information on the SFPA publicly available via its website, but in EU and the Seychelles civil society organisations raised concerns about the lack of transparency and information provided by the authorities on the uptake of opportunities, catches and compliance with the conditions of the SFPA/Protocol, as well as information provided on access agreements concluded by Seychelles with other fishing entities</p> <p>Concerns were also raised with regard to the sustainability of the purse seine opportunities, as well as reporting conditions and implementation of control measures and the sectoral support programme."</p>	"The implementation of the Protocol has raised some specific concerns from Seychellois fishing vessels and fish processing operators, which have meant that the benefits have not been fully optimised. However, the Protocol delivers clearly recognised benefits and is strongly supported by both the fishing and processing sector. There is no undue competition for resources between Seychelles and EU operators."	"The authorities of Seychelles have been broadly satisfied by the Protocol and recognise the strong benefits which it has delivered. They therefore support its renewal. They are currently seeking to strengthen their institutional capacity (policy and legal framework, human resources) to allow for optimising the associated benefits of any future Protocol to the nation."



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Modification of and improved implementation of important existing clauses within SFPAs to create a level playing field and protect the interests of all stakeholders.

The ‘non-discrimination clause’ should be strengthened and information on implementation made more transparent.

All active SFPAs include some form of ‘non-discrimination clause’ whereby all fishing vessels operating in the partner country’s EEZ are required to be placed and operate under the same conditions as EU-flagged vessels by the coastal State [as of March 2023] (see **Annex 3**). It is crucial that a ‘non-discrimination clause’ continues to be included in the Protocols of all future SFPAs, and is fully implemented by the non-EU partner country. It is also imperative that the SFPA partner countries strive to achieve effective implementation of ‘non-discrimination clauses’ to ensure a level playing field for all fishing vessels operating in the EEZ.

Although included in the Protocols of all active SFPAs, the wording of these ‘non-discrimination clauses’ often differs and these clauses are not always fully implemented. Furthermore, implementation of ‘non-discrimination clauses’ cannot always be evaluated effectively in cases where the ‘transparency clause’ isn’t properly implemented.

According to the ex-post and ex-ante evaluations assessed in this position paper, only 3 of 12 SFPAs were deemed to satisfactorily implement the non-discrimination clause (Table 5). For example, the ex-post and ex-ante evaluation of the EU-Mauritius protocol determined that the "extent to which the FPA framework offers similar conditions to all foreign fleets operating in the Mauritius waters cannot be evaluated" and "technical conditions could not be compared. Mauritius does not publish fishing agreements concluded with other foreign parties and [the EU’s] requests for relevant information have been unsuccessful."⁷⁰ Failure to make the full vessel licence list public was also identified by FiTI in 2022.⁷¹

Box 5: Technical requirements for EU vessels operating under an SFPAs should be required for all non-EU vessels operating in the fishing zone, under the principle of non-discrimination, according to the EU IUU Fishing Coalition.⁷²

Although Protocols vary, the general requirements for EU vessels operating under an SFPAs are summarised below. It is the opinion of the EU IUU Fishing Coalition that future SFPAs Protocols should specify that all foreign vessels operating in the partner country's fishing zone which have the similar characteristics and target the same species as those covered by the SFPAs Agreement and the Protocol shall not be given more favourable conditions. The partner country should also refrain from granting more favourable technical conditions to these foreign fleets.

Satellite-based vessel monitoring system (VMS):

Vessels are to be equipped with a vessel monitoring system which ensures the automatic transmission of position messages to the Fisheries Monitoring Centre (FMC) of their flag State electronically using a secure data exchange protocol, with a frequency of one hour or less while present in the SFPAs fishing zone. Each position message shall contain:

- the Union vessel identification;
- the most recent geographical position of the Union vessel (expressed in latitude and longitude);
- the date and time when this position was determined; and
- the instant speed and course of the vessel.

Entering and exiting the fishing zone:

Any entry into or exit from the SFPAs fishing zone (area under the coastal State's jurisdiction for fishing activities) by an EU vessel holding a licence issued under the Protocol shall be notified to the partner country no later than three hours before entering or exiting. The notification shall be made through the electronic reporting system (ERS) or, failing that, by email. Any EU vessel found to be fishing in the partner country's fishing zone without having previously notified its presence shall be considered to be a vessel fishing illegally.

Catch monitoring and reporting:

EU vessels authorised to fish under an SFPAs must communicate their catches within the partner country's fishing zone to the coastal State authorities on a daily basis. Many agreements also mandate the use of an electronic fishing logbook integrated into the ERS. The master of the vessel is responsible for the accuracy of the data recorded in the electronic fishing logbook and both the flag State and partner country must ensure that they have the necessary IT equipment and software to automatically transmit ERS data. The flag State's fisheries monitoring centre (FMC) shall ensure that fishing logbooks

are made available automatically through the ERS to the partner country's FMC on a daily basis for the period during which the vessel is present in the fishing zone, even in the event of a zero catch. Before the end of each quarter, the EU shall provide the partner country's authorities with the aggregated data for the previous quarter 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. The data shall be provisional and expandable, taking into account, where appropriate, the observer data provided on an annual basis. The partner country shall then analyse the aggregated data and report any major inconsistencies with the fishing logbook data received. Cases of persistent inconsistencies between data sources shall be submitted to the Joint Committee with a view to finding a solution.

Participatory monitoring in the fight against IUU fishing:

In order to strengthen the fight against IUU fishing, EU vessels shall report the presence in the SFPA fishing zone of any vessel not included in the list of vessels authorised to fish in the area. Where the master of an EU fishing vessel sights a fishing vessel or a support vessel engaged in activities that may constitute IUU fishing, they shall seek as much information as possible and immediately draw up a report. This sighting report shall be sent without delay to the FMCs of its flag State and of the partner country. The competent authorities of the flag State shall immediately send a copy to the European Commission. The partner country shall also send to the EU 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 fishing zone. **It is important to note that not all active Protocols include the requirement for participatory monitoring of IUU fishing, and also without proper implementation of the transparency clause, the list of vessels authorised to fish in the partner country's waters may not be available to vessels operating in the region.**

Observation of fishing activities:

The vessels required to take observers on board shall be designated when licences are issued and observers shall be appointed by the authorities of the partner country. Any failure to take on board the observer designated by the relevant authorities shall be reported within seven days of the notification by the partner country. The observer shall 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; and
- an estimation of catches kept on board and of discards.

Before leaving the vessel, the observer shall produce a report on their observations, present it to the master of the vessel and the master has the right to make comments on the observer's report. The observer shall then submit the report to the partner country authorities within eight working days of leaving the vessel. The authorities shall transmit the observation data, compiled on an annual basis, to the EU.

Inspections at sea or in port:

The inspection of EU vessels holding a licence issued under an SFPA Protocol in the partner country's waters shall be carried out by inspectors and vessels authorised by the partner country which are clearly identified as being assigned to carry out fishing checks. Inspections of EU vessels in port shall be carried out only by government surveillance teams duly authorised by the partner country and clearly identifiable as being assigned to carry out fishing checks. The master of the EU vessel must allow the surveillance team to come on board and carry out their work. In the event of an infringement, the partner country shall send a copy of the statement to the EU within 15 working days following the inspection. The EU IUU Fishing Coalition also calls for inspection when landing, and asks for all landings to be inspected by both partner country and EU inspectors. Currently, certain Member States do not carry out any inspections at landing, France for example. The French administration has previously claimed not to have any competence to control how landings take place in non-EU countries. However, this is not necessarily true. Spain, by contrast, has implemented an Inspection Protocol to control the catches of yellowfin tuna unloaded in ports of the Indian Ocean, which included a team of Spanish inspectors based in the Seychelles, carrying out inspections of all Spanish purse seine vessels in port, at unloading, during large parts of the fishing season.

Procedures for landing and transshipping (if authorised in the EEZ):

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:

- the name of the vessel;
- the port of landing or transshipment;
- the name of the cargo vessel receiving the transshipped products, where applicable;
- the destination of the transshipped or landed catches;
- the expected date and time of entry into port, of transshipment or of landing;
- The quantity, expressed in kilograms of live weight and, where appropriate, in number of individual fish, of each species kept on board, transshipped or landed. Each species must be identified by its FAO 3 alpha code.

Signing on of sailors:

During their fishing activity in the partner country's fishing zone, EU seiners shall sign on a certain number of local sailors. Each protocol differs in the number of local sailors required and the partner country shall send the EU, before the application of this Protocol and then in January each year, a list of suitable and qualified sailors, updated as necessary. The vessel owners, or their representatives, shall recruit the sailors from among those on the list and the sailors' employment contract shall be signed between the vessel owner or his representative and the sailor. The contract must comply with the conditions laid down in Annex II to the ILO Work in Fishing Convention No 188.⁷³

The EU IUU Fishing Coalition recommends that all future Agreements use conditions for non-discrimination similar to those used in the EU-Seychelles Agreement.⁷⁴ This Agreement specifies that "[coastal State] authorities undertake not to grant more favourable conditions than those accorded under this Agreement to other foreign fleets operating in the [coastal State] fishing zone



[coastal State] authorities undertake not to grant more favourable conditions than those accorded under this Agreement to other foreign fleets

which have the same characteristics and target the same species as those covered by this Agreement and its implementing Protocol. The conditions concerned cover the conservation and sustainable exploitation, development and management of resources, financial arrangements, fees and rights relating to the issuing of fishing authorisations and relevant technical measures. The [coastal State] authorities undertake to grant an

appropriate share of the surplus of marine living resources for the Union fleet when relevant."

The non-discrimination clause used in other Agreements is often more vague (see Annex 3). All technical measures summarised in Box 5 should be included under the principle of non-discrimination in all future Agreements.

According to the LDAC, there is little information on the implementation of non-discrimination clauses within the European Commission's evaluations of SFPAs.⁷⁵ Through a review of the ex-post and ex-ante evaluation reports available, there seems to be very little information collected establishing whether non-EU vessels operating in coastal State waters are subject to the same access conditions and technical measures as required by the EU fleet. The information included within the evaluation reports generally focuses only on whether the level of fees payable by EU ship-owners for their fishing activities is fair, non-discriminatory and promotes a level playing field among the different fleets - little information is provided on other requirements of the SFPA including reporting requirements, employment of local sailors as required and the transmission of vessel monitoring systems (VMS) data. For some SFPAs, including the EU-Cabo Verde agreement, even data on access fees paid by other third countries was not provided.⁷⁶ All requirements for EU vessels described in Box 5 should be included under the principle of non-discrimination for all non-EU vessels operating within the SFPA fishing zone and the implementation of non-discrimination clauses should be assessed and based on interviews with stakeholders. The EU IUU Fishing Coalition therefore calls for annual information to be made available on the implementation of non-discrimination clauses for each SFPA or for a specific compulsory chapter evaluating implementation of the non-discrimination clauses to be included in all future ex-post and ex-ante evaluations of the Protocols.

Using the ex-ante and ex-post evaluations of SFPAs, we see that there have been a number of identified cases where the conditions offered to non-EU country vessels are not the same as those offered to EU vessels (Table 5). As with the transparency clause, neither the SFPA or the implementing Protocols include specific provisions related to non or partial compliance with any non-discrimination clauses.⁷⁷ Provisions should be included within future Protocols to ensure that partner countries comply with this requirement.

Table 5. Performance in ensuring that the level of fees payable by EU shipowners for their fishing activities is fair, non-discriminatory and promotes a level playing field among the different fleets. Information extracted from ex-post and ex-ante of SFPAs published by DG Mare (see Table 1 for further details).

Red = Criterion not met

Yellow = Criterion broadly achieved, but some points deserve special attention

Green = Criterion achieved satisfactorily

Grey = Undecided.

These rankings were determined by the independent authors of the evaluations, not DG Mare or the authors of this position paper.

Cabo Verde (2014-18)	"Based on the consultant's understanding of other access agreements and contracts, the conditions offered are not all similar to those under the SFPA."
Cook Islands (2016-20)	"Financial access conditions foreseen by the Protocol for EU operators are different from those applying to other foreign purse seine operators while fishing the Cook Islands' EEZ, with a comparative economic advantage for EU operators as a result. Technical conditions governing fishing activities in the Cook Islands' EEZ are the same for any purse seiners."
Côte d'Ivoire (2013-18)	"Access conditions do not appear to be discriminatory or inequitable according to the economic analysis and consultations conducted. The transparency principle regarding access conditions for other foreign fleets is not included in the protocol or the SFPA (Agreement between the EU community and the Ivory Coast Republic on fishing off the Ivorian coast), making it difficult to obtain details on the access conditions for other foreign fleets."
Greenland (2016-20)	"Fishing by other foreign countries is generally subject to the same conditions that apply to EU fishing vessels, however some important differences occur which disadvantage the EU fleet." ⁷⁸
Liberia (2015-20)	"Financial access conditions foreseen by the Protocol for EU operators are different from those applying to other foreign purse seine operators while fishing the Liberia's EEZ, with a comparative economic advantage for EU operators as a result. Technical conditions governing fishing activities in Liberia's EEZ are the same for any purse seiners."
Madagascar (2015-18)	"Access conditions applicable to EU and non-EU tuna vessels are generally equivalent, which is in line with the Protocol and the CFP in general. EU vessels do not enjoy more favourable financial conditions. Some EU vessels pay much more for access than their counterparts from third countries."
Mauritania (2015-19)	"Lack of transparency on the part of Mauritania has made it impossible to make a comprehensive comparison of the access conditions currently in force for the various fleets operating in Mauritanian waters. It was essential that Mauritania comply with the transparency clause of the protocol for sustainable management of fisheries in its waters (and indirectly at the regional level). The transparency of Mauritania is improving but is still too weak and irregular."
Mauritius (2017-21)	"The extent to which the FPA framework offers similar conditions to all foreign fleets operating in the Mauritius waters cannot be evaluated. For financial conditions, access fees paid by EU operators appear prima facie to be lower than those paid by other foreign operators. However, access fees paid by EU operators are linked to catch obtained, which is not the case for other operators. As a result, access fees paid by EU operators may be lower or higher than access fees paid by their foreign counterparts. Technical conditions could not be compared. Mauritius does not publish fishing agreements concluded with other foreign parties and our requests for relevant information have been unsuccessful."
Morocco (2014-18)	"The conditions applicable to Russian vessels are generally aligned with those applicable to EU vessels, but there are differences that favour the Russian side."

São Tomé et Príncipe (2014-20)	"The levels of fees paid by EU and non-EU shipowners are difficult to compare. However, the EU system has the advantage of protecting the financial interests of shipowners in case of low catches. Regarding other clauses, the requirement to employ São Toméan sailors on non-EU vessels can be seen as a comparative advantage from São Tomé and Príncipe's perspective, but it is difficult to apply to EU vessels due to the spirit of the Cotonou Agreement regarding the free movement of workers in the ACP (African, Caribbean, and Pacific) region."
Senegal (2014-19)	"There is no possible comparison in the absence of third-country vessels in the fishing zone other than vessels fishing under specific reciprocal agreements."
Seychelles (2014-20)	"The financial conditions for fisheries access, whilst computed on a different basis for EU vessels, are considered to be broadly similar for all foreign flagged fleets operating in the Seychelles zone, and therefore non-discriminatory. However, the basis for calculation for the EU vessel fees, which factors in the level of catches made in the Seychelles zone appears to be more equitable for the parties (although it does require greater attention to the detail in catch monitoring)."

The human rights clause, social clause and improved transparency on employment contracts must be utilised in SFPAs to prevent human rights and/or labour abuses.

Human rights and labour abuses have been well documented in fisheries globally^{79,80} and are often linked to IUU fishing.⁸¹ At present, in cases of identified breaches of essential and fundamental principles of human rights may lead to the suspension of the SFPA thanks to the 'human rights clause'. Several active SFPAs incorporate human rights clauses referencing the Cotonou Agreement, a partnership agreement between the members of the African, Caribbean and Pacific (ACP) Group of States on the one hand, and the European Community (now the EU) and its Member States on the other, signed in Cotonou on 23 June 2000.⁸² This agreement includes essential elements regarding human rights, democratic principles, the rule of law and good governance (Article 9).

Notably, with a few exceptions (Morocco and Greenland), all post-2014 SFPAs or Protocols have been concluded with ACP States which are parties to the Cotonou Agreement. Activation of the consultation mechanisms laid down in Articles 8 and 96 of the Cotonou Agreement, triggered by violations of essential and fundamental human rights elements set out in Article 9, can result in the suspension of the SFPA. This article has been applied "about 15 times since 2000" in response to violent government overthrows, escalations of violence, or human rights violations.⁸³

It is important to note that at the time of writing this position paper, the Cotonou Agreement has expired and has been replaced by the Samoa Agreement (previously referred to as the 'Post-Cotonou Agreement').⁸⁴ In 2021, SFPAs and Protocols with Gabon, Mauritania and Mauritius have an added reference to the human rights clause of the successor agreement, the 'Post-Cotonou Agreement'.⁸⁵ Solutions to the reference of the expired Cotonou Agreement have been provided to the European Parliament.⁸⁶

The EU IUU Fishing Coalition recommends that the human rights clause within the protocols of all future SFPAs should include requirements specific to fisheries, specifically noting the high-risk nature of the sector. Protocols should specify that any documented human rights or labour abuses on fishing vessels within the EEZ of the partner country (whether on an EU or non-EU vessel) should be examined thoroughly by the European Commission, the flag State and the authorities of the partner country. The suspension of the agreement shall be considered in cases of particularly

severe or repeat offences. In order to identify cases of abuse onboard vessels operating within the EEZ, the EU should ensure that all partner countries have the resources and training necessary to carry out regular inspections of vessels, through prescriptive sectoral support where necessary.

The European Commission has specifically noted the role SFPAs can play in promoting decent work in the fisheries sector.⁸⁷ Additionally stipulated under the Annexes of SFPAs are the conditions for the boarding of seafarers from partner countries, including the requirement for EU operators to provide equitable pay for local fishers or fishers from ACP countries employed on EU vessels. These conditions are not always met by EU operators. In Cabo Verde, for example, it was determined that benefits are not enjoyed by fishers to the full extent due to "alleged exploitative commissions extracted by the specialised employment agencies which identify and supply the fishermen, arrange their travel and pay their salaries."⁸⁸ Furthermore, in recent Protocols with Mauritius, São Tomé and Príncipe and Seychelles provisions on employment were not fully complied with, resulting in financial penalties for EU shipowners.⁸⁹ Transparency in employment contracts can help protect local fishers against this exploitation and help to ensure that no labour abuses are committed on EU fishing vessels operating under SFPAs. As recommended by the LDAC, the social clause signed by the social partners in the Sectoral Social Dialogue Committee in Sea-Fishing (SSDC-F) aiming at decent working and living conditions for local fishers working on board fishing vessels operating under an SFPA should also be fully implemented.⁹⁰

The EU IUU Fishing Coalition also recommends that the EU promotes human rights and improved safety in fisheries through encouraging ratification and implementation of the ILO Work in Fishing Convention (C188),⁹¹ the IMO Cape Town Agreement on safety of fishing vessels⁹² and the International Convention on Standards of Training, Certification and Watchkeeping for Fishing Vessel Personnel (STCW-F).⁹³





All tools to enhance compliance of EU vessels operating under SFPAs must be utilised more effectively.

Electronic logbooks should be shared with partner countries in real-time under SFPAs.

Through an evaluation of the ex-post and ex-ante evaluation of the implementing protocols of SFPAs, it was found that control and compliance of EU fleet activities have been mixed (**Table 6**). In Mauritania, for example, the monitoring of the total allowable catch (TAC) consumption did not meet the expectations of the protocol, with EU vessels repeatedly exceeding the annual quotas set while the target species (black hake) was being overexploited.⁹⁴ On the other hand, in some protocols some fishing opportunities are not used or not fully used.

For all EU fishing operations, the master must enter in the electronic logbook the estimated quantities of each species that were caught and kept on board or discarded overboard. This is in line with the EU's Control Regulation, which requires all EU vessels over 12 metres in length overall to record and transmit logbook data by electronic means.⁹⁵ The electronic logbook should be integrated into an electronic recording and reporting system (ERS). **To allow for the**

transmission of ERS data to the partner country, in addition to the EU flag State, the sectoral support provided to partner countries in all future agreements must provide for the establishment of a fisheries monitoring centre in the partner country (if not already established) or its integration to a regional one, the necessary IT equipment and software to automatically transmit ERS data and any relevant training. Throughout the 2014-18 EU-Cabo Verde Agreement, for example, the EU ERS system was not compatible with the system in place in Cabo Verde, so vessel activities could not be monitored directly by the Cabo Verdean authorities.⁹⁶ Additionally, although the use of electronic logbooks was a requirement of the 2015-19 EU-Mauritania SFPAs, EU vessels operating in Mauritania have previously exceeded annual quotas, as mentioned above. It is essential that both the flag Member State and coastal State monitor the information provided in the electronic logbook in order to prevent overexploitation, which can jeopardise food security and livelihoods within the partner country.

Vessel tracking data should be shared in real-time with the SFPAs partner countries and requirements should be expanded to AIS.

As specified in the revised EU Fisheries Control Regulation, all EU vessels above 12 metres shall be equipped with a satellite-based vessel monitoring system (VMS) and automatically transmit the vessel position data at regular intervals.⁹⁷ The Protocols of all active SFPAs also require EU vessels to be equipped with a VMS, though there are differences between Protocols in terms of the maximum frequency for transmission, fallback measures in the event of an interruption of transmission of VMS data and the transmission of instant messages for entry and exit of the partner country's EEZ or entry into ports.⁹⁸ **This VMS data should be shared in real-time with the coastal State as well as the European Commission and the European Fisheries Control Agency (EFCA).**

Furthermore, in accordance with Article 10 of the revised EU Control Regulation, all EU fishing vessels over 15 metres in length shall be equipped with and maintain in continuous operation an Automatic Identification System (AIS).⁹⁹ There have been a number of identified cases in which vessels operating under SFPAs deactivate their AIS systems often and without an apparent good reason, although this is a requirement under the EU's Control Regulation.¹⁰⁰ **The**

EU IUU Fishing Coalition stresses that SFPAs authorisations should be suspended for vessels that repeatedly turn off their AIS without legitimate cause and the European Commission and/or EFCA should consult with Member States whose fleets demonstrate this behaviour often. This is in line with

Article 10 of the revised EU Fisheries Control Regulation, whereby in cases of AIS

deactivation, the "master shall report that action and the reason for doing so to the competent authorities of its flag Member State and, when relevant, also to the competent authorities of the coastal State". Flag States should consider AIS deactivation without legitimate cause a serious infringement and apply appropriate sanctions. Inclusion of AIS requirements within the protocols of all future SFPAs would also mean that failure to comply with the provisions on AIS will be regarded as an infringement and subject to the penalties provided for in the partner country's legislation, as is the case with failures to comply with VMS provisions.

Flag States should consider AIS deactivation without legitimate cause a serious infringement and apply appropriate sanctions

Table 6 Control and compliance of the EU fleet activities as per the ex-post and ex-ante evaluations of SFPAs published by DG Mare (see Table 1 for further details).

Red = Criterion not met

Yellow = Criterion broadly achieved, but some points deserve special attention

Green = Criterion achieved satisfactorily.

These rankings were determined by the independent authors of the evaluations, not DG Mare or the authors of this position paper.

Cabo Verde (2014-18)	"EU vessels comply with EU regulations for VMS, but the Cabo Verdean systems were not compatible and a much needed upgrade was delayed. High seas control within the EEZ of Cabo Verde has to date been ineffective, limiting the effectiveness of ensuring EU fleet compliance. This should be rectified in 2018 with the introduction of new control systems."
Cook Islands (2016-20)	"The activities of the EU purse seine fleet in the Cook Islands' EEZ are properly monitored, with established mechanisms complied with. The sectoral support envelope contributed to reinforce Cook Islands Monitoring Control and Surveillance capacities, with the successful development of Electronic Monitoring System likely to be extended to other fishing fleets under the competency of Cook Islands."
Côte d'Ivoire (2013-18)	"The implementation of the monitoring and control clauses of the protocol has generally ensured good compliance with the activities of the EU fleet in Ivorian waters. The sectoral support of the protocol has also contributed to this. The absence of the protocol's observer program is currently compensated by the observer program implemented by EU operators on a voluntary basis. The parties suggest the implementation of a regional institutional observer program adapted to the specificities of purse seine fishing activities."
Greenland (2016-20)	"The EU fleet operating in Greenland is well monitored and controlled and abides by the relevant rules and regulations. Sectoral support funding plays an important role in strengthening Greenland's ability to effectively control fishing activities in its waters."
Liberia (2015-20)	"The activities of the EU purse seine fleet in Liberia's EEZ are properly monitored and reported to their flag Member State. However, EU fleet monitoring data do not appear to be available to Liberia at a similar level in the absence of Electronic Monitoring System formally implemented between the two parties, and this triggered misunderstandings that the two parties had to resolve during the Joint Committee meetings."
Madagascar (2015-18)	"The monitoring conditions of the EU tuna vessels and sharing of information with the Malagasy party are generally satisfactory and better than those applied to non-EU tuna vessels. However, due to the exceeding of the Protocol's shark catch limit two years in a row, the criterion is not considered fully achieved."
Mauritania (2015-19)	"The monitoring of the total allowable catch consumption does not meet the expectations of the protocol, and EU vessels have repeatedly exceeded the annual quotas set, while the target species (black hake) is being overexploited. The EU is expected to set an example in terms of regulating the activities of its fleets in external waters. This situation is difficult to understand since the concerned Member States are informed daily of their vessels' catches through the reception of the electronic logbook."
Mauritius (2017-21)	"The Protocol includes adequate provisions for a proper monitoring of the activities of the EU fleet in the waters of Mauritius. Overall, monitoring and reporting obligations have been complied with, as suggested by the absence of infractions notified to EU vessels. One of the main objectives of the sectoral support programme was the development of an Electronic Reporting System. This objective was not fully reached at the time of this evaluation, but significant progress toward operationalisation of the system was achieved."

Morocco (2014-18)	"Overall, the EU vessels are well monitored. No violation by EU vessels of the conservation and management rules applicable to Morocco have been observed. However, the criterion is not considered fully achieved as exemplary behaviour from the EU side regarding compliance with reporting obligations is expected. The planned implementation of the Electronic Recording System (ERS) will improve monitoring conditions."
São Tomé et Príncipe (2014-20)	"The authorities of São Tomé and Príncipe have the necessary elements to monitor the activities of EU tuna vessels in their waters. The implementation of electronic transmission of logbooks facilitates joint monitoring of catches by EU tuna vessels."
Senegal (2014-19)	"The monitoring of fleets has had mixed results. The EU vessels are monitored in accordance with the provisions of the Protocol and those of the Common Fisheries Policy, but in technically unsatisfactory conditions that were unable to prevent the deep-sea demersal trawlers of the EU from exceeding the allowable catch rate in 2017. Modernising the monitoring conditions is part of the sectoral support measures programmed since 2015, but there have been no tangible results as of the date of this evaluation due to a lack of implementation by the Senegalese party."
Seychelles (2014-20)	"EU vessels which operate under the Protocol are broadly compliant with the fisheries conservation obligations set out in the Protocol (VMS, observers, reporting obligations). Port sampling of catches to determine species composition is under-resourced, which complicates validation and reduces the reliability of catch data."

Effective operational observer schemes should be ensured.

In order to ensure that EU vessels are correctly reporting catches in the EEZs of coastal States and that only the allocated quota is being harvested by EU vessels, **an operational observer scheme is imperative**. The observer duties include, but are not limited to, observation of the vessel's fishing activities and verification of the catch data recorded in the logbook (**Box 5**). As stated in the Annexes of SFPAs, observer coverage is required on all EU vessels, but this is not always implemented in practice. A recent European Commission study on four mixed SFPAs in Northwest Africa identified "clear failures on the transmission of the SFPA observer's reports to the EU in spite of the reporting obligations established in the Protocols" and a "reluctance of some [EU] ship owners to host observers onboard their vessels alleging problems of space availability" in spite of the legal obligations for EU vessels to take scientific observers on board.¹⁰¹ **Failure to take an observer on board should lead to a suspension of the authorisation of the vessel in question.**



Contributing to the fight against IUU fishing, preventing human rights abuses and ensuring safe working conditions

The European Commission should introduce and/or encourage reforms so that SFPAs contribute more effectively to the fight against IUU fishing, prevent human rights abuses and ensure safer working conditions.

The EU IUU Fishing Coalition acknowledges the potential for SFPAs to be drivers of positive improvements in fisheries governance within partner countries and the evidence demonstrating this fact. It is the opinion of the Coalition, however, that there is a missed opportunity for the EU to advocate for additional positive improvements within SFPAs partner countries.

It is the opinion of the EU IUU Fishing Coalition that all future SFPAs Protocols should include specific provisions that prevent renegotiation and renewal of the Protocols in cases where the partner country is pre-identified as a non-cooperating country in the fight against IUU fishing ('yellow-carded'). This is currently done on an informal basis but a legal basis should be established. In establishing a legal basis to prevent renegotiation of the Protocol for 'yellow-carded' countries, the European Commission can ensure that no agreement on further financial support is made with these countries until the identified issues have been remedied.

Furthermore, SFPAs should include robust capacity building and assistance provisions aiming at improving the implementation of sectoral support, especially regarding monitoring, control and surveillance (MCS) capacities and the fight against IUU fishing. In order to achieve this, the EU should provide support to the partner States, through sectoral support and also in collaboration with ECFA under PESCAO (result 2) for West African partner countries.¹⁰²

In addition to the adoption or update of National Plans of Action to Prevent, Deter and Eliminate Illegal, Unreported and Unregulated Fishing (NPOA-IUU), which can be important drivers for improvements in partner countries, the EU IUU Fishing Coalition would welcome additional requirements within the Protocols of all future Agreements that:

- **Encourage the partner countries to refrain from granting fishing authorisations to fishing vessels flying the flag of a non-EU country identified as non-cooperating in the fight against IUU fishing (red carded) by the EU and apply increased scrutiny when granting authorisations to vessels flying the flag of a country that has been pre-identified as non-cooperating in the fight against IUU fishing (yellow carded). This is in line with the recommendation made in the recent evaluation of SFPAs performed for the European Commission.**¹⁰³
- **Encourage the partner countries to refrain from granting fishing authorisations or allowing use of their flag to both EU and non-EU fishing vessels which have a history of IUU fishing. Partner countries should require the historic vessel information as well as beneficial ownership information when providing an authorisation.**
- **Promote regular submission of information to the UN Food and Agriculture Organization (FAO) for inclusion in the Global Record of Fishing Vessels, Refrigerated Transport Vessels and Supply Vessels ("The Global Record").**¹⁰⁴ The primary objective of the Global Record is to provide a database that can be used by stakeholders across the seafood supply chain, NGOs and civil society organisations to "help combat IUU fishing by enhancing transparency and traceability."¹⁰⁵ A 2022 analysis of engagement with the FAO Global Record of fishing vessels showed that there is a marked lack of engagement by SFPA partner countries with the system.¹⁰⁶ As of January 2022, only three of the 13 countries with which the EU has a Protocol in force had submitted any information to the Global Record (Cook Islands, Seychelles and The Gambia).¹⁰⁷ One of the EU's key goals within SFPAs is to reinforce transparency. Uploading comprehensive and up-to-date information to the Global Record is a means of furthering transparency within the fishing sector, which aligns with the EU's ethos. Facilitating timely and comprehensive uploads of data to the Global Record should be considered under the sectoral support provided by the EU to partner countries.
- **Encourage partner countries to ratify or accede to, as appropriate, the main international instruments on sustainable fishing and fisher safety.** Requirements should be included within SFPA Protocols to ensure they are fully implemented and that the national legal framework is consistent. These international instruments include:
 - General instruments:
 - United Nations Convention on the Law of the Sea (UNCLOS)
 - United Nations Fish Stocks Agreement
 - FAO Agreement to Promote Compliance with International Conservation and Management Measures by Fishing Vessels on the High Seas
 - WTO Agreement on Fisheries Subsidies
 - Instruments aimed at preventing IUU fishing:
 - FAO Agreement on Port State Measures to Prevent, Deter and Eliminate IUU Fishing (PSMA)
 - Instruments aimed at ensuring acceptable working conditions on fishing vessels:
 - ILO Work in Fishing Convention (C188)

- Instruments aimed at ensuring fishers safety:
 - IMO 2012 Cape Town Agreement on safety of fishing vessels
 - International Convention on Standards of Training, Certification and Watchkeeping for Fishing Vessel Personnel (STCW-F)
- **Promote the adoption or updating of national legislation in line with the main international voluntary agreements, guidance or initiatives on sustainable fishing and transparency in fisheries.** These include the FAO International Plan of Action to Prevent, Deter and Eliminate IUU Fishing; the FAO Voluntary Guidelines for Flag State Performance; the FAO Voluntary Guidelines for Catch Documentation Schemes; the FAO Code of Conduct for Responsible Fisheries; the Voluntary Guidelines for Securing Sustainable Small-Scale Fisheries; and the 12 FiTI transparency requirements.¹⁰⁸
- **Encourage partner countries to join and constructively engage with relevant RFMOs with competence for fishing activities or fish stocks that are of interest to the country as a flag, coastal or market State.** Furthermore, ensure compliance with the conservation and management measures (CMMs) of these RFMOs by transmitting the required information on a regular basis, taking prompt action to investigate suspected infringements, imposing sanctions when necessary and promoting and/or supporting measures in line with the above-mentioned international treaties or of higher ambition.
- **Encourage partner countries to join and constructively engage with regional anti-IUU fishing initiatives that promote data sharing between all relevant stakeholders.**
- **Promote the introduction of a traceability system (such as an electronic catch certificate) that requires the collection of data, as well as a means to verify this data, for example through the use of Electronic Monitoring (EM), in line with the recommendations of the EU IUU Fishing Coalition.**¹⁰⁹
- Encourage the partner country to ensure that the national legal framework establishes a **transparent system of deterrent sanctions for IUU fishing offences**, including for nationals (physical or legal) engaging in or supporting IUU fishing, e.g., through the provision of services. The partner country should also make reports, including aggregate information on infringements and sanctions applied, publicly available, as required under the FiTI standard.¹¹⁰
- Encourage partner countries to **establish minimum conditions that need to be met prior to entering a flag State's fishing vessel registry**, including compliance history and a genuine link (i.e., effective vessel control by the flag State).
- Encourage partner countries to require that all eligible vessels registered under the country's flag and/or operating in the country's exclusive economic zone (EEZ) have an **International Maritime Organization (IMO) number**.
- **Encourage partner countries to adopt strong laws accompanied by penalties to deter bribery and informal payments made to influence licencing, sanctions and other fisheries management decisions.**
- **Encourage partner countries to make all national fisheries laws, regulations and official policy documents publicly available, as well as implementation reports.**

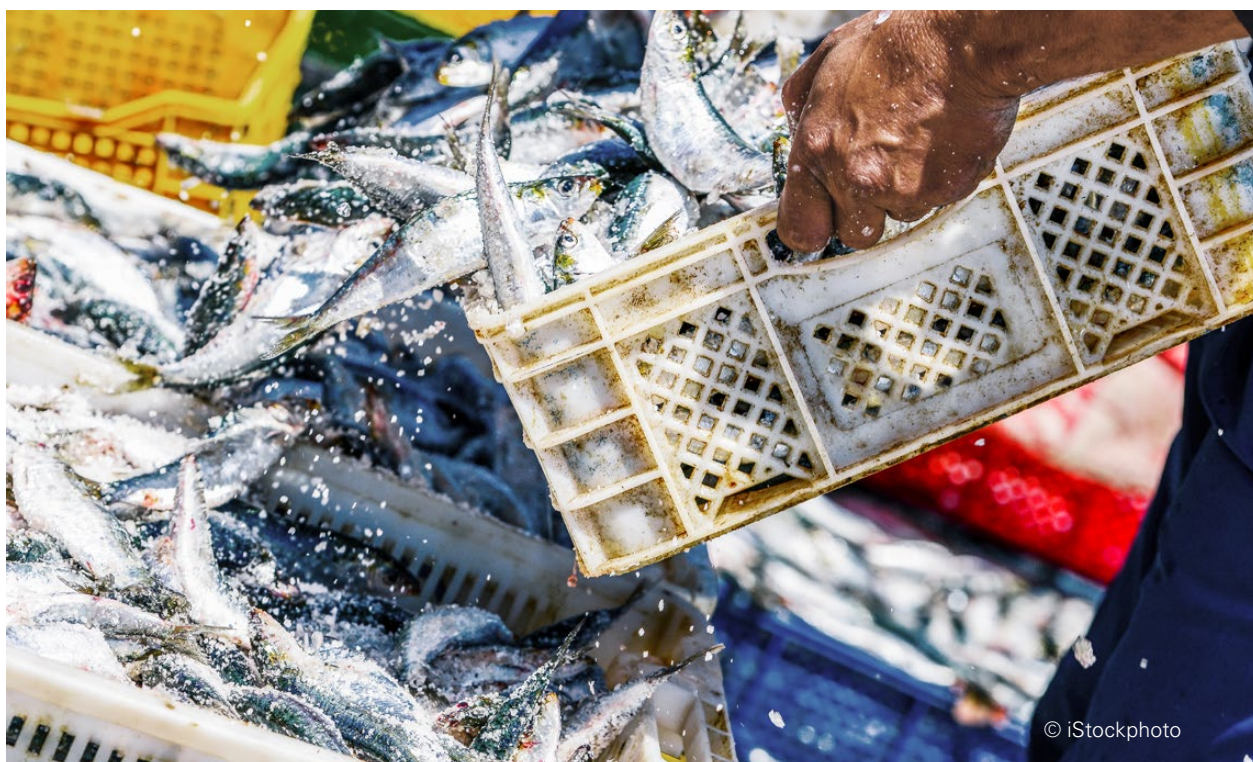
Protocols should always include requirements for participatory monitoring of IUU fishing

In participatory monitoring, EU fishing vessels are required to report the presence of any foreign vessels that aren't included on the list of foreign vessels that are authorised to fish in the partner country's waters. The master of an EU fishing vessel should then gather as much information as possible when a fishing vessel engaging in actions that may be considered IUU fishing is witnessed. These sighting reports are to be transmitted to the European Commission, which will then relay the information to the partner country. Currently, only 8 of the 13 active SFPAs include requirements for participatory monitoring of IUU fishing activities (see Annex 3). **Effective participatory monitoring is only possible with proper implementation of the 'transparency clause' within SFPA Protocols and publication of all foreign fishing access agreements.**

The European Commission should encourage partner countries to improve transparency within fisheries in accordance with the Global Charter for Fisheries Transparency

Examples from around the world showcase strong fisheries transparency initiatives in various countries and regions. Despite these successes, gaps in global implementation of transparency policies remain. To coordinate the efforts of civil society, the Coalition for Fisheries Transparency (CFT) has developed the Global Charter for Fisheries Transparency (henceforth referred to as 'the Global Charter').¹¹¹

The European Commission should encourage all partner countries, including those with an active SFPA Protocol in place, to aim towards improved fisheries transparency, and seek ways to implement all policy principles within the Global Charter.



Box 7: The Global Charter of Fisheries Transparency

The Global Charter is a set of ten transparency principles that serves as a framework for the Coalition's members and facilitates their cooperation on national and regional strategies, identifies and fills gaps, and ultimately, strengthens fisheries governance globally. A number of these principles are in line with the recommendations made throughout this report and they include:

- 1. Requiring all fishing vessels, refrigerated transport vessels and supply vessels (hereafter 'fishing vessels') to obtain unique identification numbers, and also providing them to the Food and Agriculture Organization of the United Nations (FAO) Global Record, Regional Fisheries Management Organizations (RFMOs), and other relevant bodies.** All fishing vessels should have a unique number that stays with them throughout their lifetime and that is provided to a global record of fishing vessels. These numbers serve as a form of identification for the vessel that allows authorities to know about the history of the vessel and keep track of bad behaviour.
- 2. Publishing comprehensive and up-to-date lists of fishing vessel licences (including key vessel information), authorizations, subsidies, official access agreements and sanctions (for fisheries and labour offences), and also supplying this information to the FAO Global Record.** This vessel information enables authorities to know where each vessel is allowed to fish and if they have committed previous offences for which they have been sanctioned. Combined with vessel tracking data, vessels can be monitored and punished for fishing in unauthorised areas and using illegal gear.
- 3. Making public the beneficial ownership of vessels.** Vessel owners are often protected from prosecution for engaging in illicit activity at sea by hiding their true identity from enforcement authorities and the public. Stopping IUU fishing will require understanding, exposing and sanctioning beneficial owners — the vessel owners who control illicit vessels and ultimately profit from bad behaviour at sea.
- 4. Stopping the use of flags of convenience by fishing vessels by enforcing the United Nations Convention on the Law of the Sea (UNCLOS) Article 91 requirement for a genuine link between vessels and their flag state, and preventing vessels from engaging in illegal fishing and associated crimes regardless of their flag, and punish the vessel(s) that do it.** Often, vessels will register to a country that minimally monitors their flagged vessels or limits enforcement of international fishing vessel regulations — these countries are known as 'flags of convenience' and allow vessels to continue their illegal fishing practices and avoid sanctions.
- 5. Requiring vessel position to be public by sharing Vessel Monitoring System (VMS) data, sharing other non-public systems, or mandating Automatic Identification System (AIS).** Knowing where fishing vessels are located while at sea enables authorities to track vessels associated with illegal fishing, and to monitor for suspicious vessel activity.

6. **Banning the transfer of fish between boats at sea (transshipment) — unless pre-authorized -, carefully monitored and publicly logged.** The practice of transferring fish between boats allows fishing vessels to stay at sea for long periods of time — months to years — without needing to return to shore to drop off their fresh catch and often avoiding inspections. This practice enables vessels to keep crew at sea for extended periods of time, often against their will, without pay, and without the proper care. To protect workers and ensure that the seafood being transferred is traced between boats, each transfer must be authorised, monitored, and logged.
7. **Mandating the adoption of robust control systems that ensure seafood is legal and traceable from boat to plate, conforming to relevant catch management measures whose key data elements are made publicly available.** Countries must have a robust system in place for tracing seafood that follows products throughout each step in its supply chain — from boat to plate. Gaps in the traceability system allow for seafood that was caught illegally to be slipped into the supply chain of otherwise legal products, making it impossible to know if the seafood product on the consumer's plate was legally caught.
8. **Ratifying and complying with international instruments that set clear standards for fishing vessels and the trade in fisheries products, including FAO Agreement on Port State Measures, International Labour Organization (ILO) Fundamental Principles and Rights at Work and ILO C188, and International Maritime Organization (IMO) Cape Town Agreement.** These international standards set standards to protect fish workers and stop illegal fishing.
9. **Publishing all collected fisheries data and scientific assessments in order to facilitate access to information for small-scale fishers, fish workers, indigenous communities, industry associations, and civil society in developing fisheries rules, regulations, subsidies and fisheries budgets, and decisions on access to fisheries resources. Making these processes, policies, and decisions easily accessible to the public and enforcement agencies.** Access to information and the ability to participate in fisheries decision-making are key to ensuring equitable fisheries that do not prioritise industrial fishing vessels at the expense of small-scale fishers.
10. **Collecting and verifying robust data on crew identification and demographics (including nationalities, age, race, and gender), contractual terms, recruitment agencies, location and means of joining vessels, and conditions on vessels, as well as publishing this information in aggregate form.** Information about who, how, and why fish workers are aboard vessels is vital to stopping human rights and labour abuses on fishing vessels. This information allows authorities to monitor and ensure that vessel operators are not operating illegally or abusively.

Source: Coalition for Fisheries Transparency¹¹²

The EU should encourage partner countries to published information on the infringements and sanctions awarded on an annual basis

As stipulated in the Global Charter for Fisheries Transparency, information (at least in an aggregate form) should be published by all countries on an annual basis. The availability of information about past fisheries-related offences and sanctions is another enabler for all actors in the fisheries sector to make informed decisions and to protect their fleets, waters, ports, markets, and supply chains. It also serves as a deterrent against illegal activities. The publication of lists of fishing licences and authorisations is virtually cost-free and is an easy undertaking. The information published can be relatively generic, but include at minimum, the:

- Name of the vessel
- Flag of the vessel
- Nature and date of the offence(s)
- Nature and date of the sanction(s)
- Amount paid and by whom (if applicable)

At the EU-level, Member States should annually publish an annual report including certain minimum information as provided for in Regulation (EC) No 1224/2009, including detected and confirmed infringements and sanctions imposed. There is therefore a precedent for the EU to request that this information is also published by partner countries.



A large crowd of people is gathered on a sandy beach, with many small, colorful boats (likely fishing boats) in the shallow water. The scene is busy and appears to be a significant event or market day. The word "Conclusion" is overlaid in large white text on the left side of the image.

Conclusion

The EU IUU Fishing Coalition's analysis of the European Commission's ex-post and ex-ante evaluations of SFPAs shows that a number of the requirements aimed at improving transparency have not been met in past Agreements and ongoing issues have been identified in active Agreements.

These shortcomings include the non-publication by the partner countries of all (public and private) fishing agreements with other non-EU countries operating within the EEZ; the weak implementation of the non-discrimination clause ensuring that all fishing vessels are required to operate under the same scrutiny as EU-flagged vessels; and the ineffective use of the sectoral support provided by the EU to the partner countries in exchange for access to fisheries resources. There is a need for a level playing field between the internal and external fleets and dimensions of the CFP, and the EU must ensure that the activities of its fleet are sustainable wherever they occur.

Without transparency on all fishing operations within the EEZ of the partner country, including published information on the total fishing activity, it is impossible for the EU to ensure that the external fishing fleet operating under an SFPa is operating sustainably, and not contributing to overexploitation of fish stocks within the waters of SFPa partner countries. The partner country must assess all fishing operations occurring within their waters to ensure that all activities within the EEZ are sustainable and are not detrimental to the local fishing community and fishing industry and publish this information to ensure accountability. It is impossible for the EU to ensure sustainability of activities authorised under SFPAs without transparent access to this information.

This analysis has also identified a number of Protocols in which the requirements could be strengthened when renegotiated. This includes a strengthened transparency clause, a strengthened human rights clause, a strengthened non-discrimination clause and the inclusion of requirements for participatory monitoring of IUU fishing.

The EU has a duty to ensure that **small-scale fishers have a voice in the decision-making process** to ensure that the sector is protected and that their participation is informed via improved transparency on all operations in the region. It is crucial that the European Commission ensures that the sectoral support provided to partner countries is catered to allow for the priorities of local communities, civil society and concerned stakeholders to be addressed and that the



priorities raised in this document are discussed and considered during negotiations for any future SFPAs. Where issues with implementation have been identified in ex-ante and ex-post evaluations of SFPAs, it is crucial that, if renegotiated, the sectoral support allows for these issues to be addressed and that there is **transparency on exactly how and where this money is spent**. It must be ensured that the recipients of the sectoral support provided by the EU, specifically local communities and small-scale fishers, see tangible and long-lasting benefits. The application of these funds must be continuously analysed by both the EU and the partner country to ensure that the support is being used where it is needed most and that the amounts provided are satisfactory for all stakeholders in the partner country, especially citizens who rely on the marine resources for food and livelihoods. EU citizens funding this sectoral support through their taxes also deserve to know how and where this money is spent.

The EU IUU Fishing Coalition acknowledges that while SFPAs are arguably, and by comparison, some of the most transparent fisheries access agreements (with the most advanced legal frameworks), effective and transparent implementation is lacking and therefore pushing for a level playing field and publication of all access agreements, in line with the requirements of SFPAs, is extremely important. **Without proper scientific assessments of mixed agreements, an idea of the total fishing effort, proper use of sectoral support and inclusion of local stakeholders these agreements cannot be truly deemed "sustainable", even if they are better when compared to other States' access agreements.** As such, the Coalition urges the European Commission to consider the recommendations made in this report and ensure that they are applied in all future Protocols. These priorities will help to guarantee that all future SFPAs are transparent in application and that no IUU fishing takes place in the waters of partner countries. They will also help to ensure that those who rely on the resources within the partner country are not disadvantaged as a result of the Agreement, and that improved fisheries governance and sustainable management make certain that the fish populations within the waters of partner countries continue to be a viable source of food and income for all those who need it.

Annex 1: Ex-post and ex-ante evaluations referenced within this position paper¹¹³

Green rows indicate evaluations included within this position paper.

Red rows indicate evaluations which were not available for use or excluded in this position paper. Links are provided in the first column for all evaluations which are available online.

Partner Country	Protocol	Latest evaluation date	Included in this report?	Contractor(s)	Author(s)	Language of evaluation
Cabo Verde ¹¹⁴	2014-2018	February 2018	Yes	F&S Maritime Affairs, Poseidon Aquatic Resource Management Ltd, Megapesca Lda	Teresa AMADOR, Rod CAPPELL, Ian GOULDING, Benoit CAILLART	English
Comoros	Denounced 3.1.2019	No evaluation	No	No evaluation as Agreement was denounced		N/A
Cook Islands ¹¹⁵	2016-2020	March 2020	Yes	F&S Maritime Affairs, Poseidon Aquatic Resource Management Ltd, Megapesca Lda	Benoit CAILLART, Charles DAXBOECK	English
Côte d'Ivoire ¹¹⁶	2013-2018	September 2017	Yes	F&S Maritime Affairs, Poseidon Aquatic Resource Management Ltd, Megapesca Lda	Vincent DEFAUX, Pierre FAILLER, Hélène REY-VALETTE	French
Equatorial Guinea	Expired 2001	No evaluation	No	No evaluation available – Protocol expired in 2001		N/A
Gabon ¹¹⁷	2013-2016	August 2015	No	Cofrepeche, MRAG, Poseidon Aquatic Resource Management Ltd, NFDS	Redacted	English
Greenland ¹¹⁸	2016-2020	August 2019	Yes	F&S Maritime Affairs, Poseidon Aquatic Resource Management Ltd, Megapesca Lda	Graeme MACFADYEN, Rod CAPPELL	English
Guinea-Bissau ¹¹⁹	2014-2017	November 2016	No	Cofrepeche, MRAG, Poseidon Aquatic Resource Management Ltd, NFDS	Etienne JARRY, Sébastien METZ, Bernard ADRIEN	French
Kiribati ¹²⁰	2012-2015	November 2014	No	Oceanic Développement, MegaPesca Lda	-	English
Liberia ¹²¹	2015-2020	March 2020	Yes	F&S Maritime Affairs, Poseidon Aquatic Resource Management Ltd, Megapesca Lda	Benoit CAILLART, Kieran KELLEHER, Marie-Emilie GUÉLÉ	English
Madagascar ¹²²	2015-2018	March 2018	Yes	F&S Maritime Affairs, Poseidon Aquatic Resource Management Ltd, Megapesca Lda	Benoit CAILLART, Vincent DEFAUX, Christelle LE GRAND	French

Partner Country	Protocol	Latest evaluation date	Included in this report?	Contractor(s)	Author(s)	Language of evaluation
Mauritania ¹²³	2015-2019	March 2019	Yes	F&S Maritime Affairs, Poseidon Aquatic Resource Management Ltd, Megapesca Lda	Vincent DEFAUX	French
Mauritius ¹²⁴	2017-2021	April 2021	Yes	F&S Maritime Affairs, Poseidon Aquatic Resource Management Ltd, MegaPesca Lda	Benoit CAILLART, Vincent DEFAUX	English
Micronesia ¹²⁵	2007-2010	March 2010	No	Oceanic Développement, MegaPesca Lda	-	English
Morocco ¹²⁶	2014-2018	September 2017	Yes	F&S Maritime Affairs, Poseidon Aquatic Resource Management Ltd, MegaPesca Lda	Benoit CAILLART, Christophe BREUIL, Vincent DEFAUX, Christelle LE GRAND	French
Mozambique ¹²⁷	2012-2015	April 2014	No	Oceanic Développement, Megapesca Lda	-	English
São Tomé-et-Príncipe ¹²⁸	2014-2018	September 2017	Yes	F&S Maritime Affairs, Poseidon Aquatic Resource Management Ltd, Megapesca Lda	Benoit CAILLART, Philippe TOUS, Christelle LE GRAND	French
Senegal ¹²⁹	2014-2019	April 2019	Yes	F&S Maritime Affairs, Poseidon Aquatic Resource Management Ltd, Megapesca Lda	Benoit CAILLART	French
Seychelles ¹³⁰	2014-2020	April 2019	Yes	F&S Maritime Affairs, Poseidon Aquatic Resource Management Ltd, Megapesca Lda	Ian GOULDING, Benoit CAILLART, Vincent DEFAUX	English
Solomon Islands ¹³¹	2009-2012	June 2012	No	Cofrepeche, MRAG, Poseidon Aquatic Resource Management Ltd, NFDS		English
The Gambia ¹³²	EX ANTE ONLY	March 2018	No	F&S Maritime Affairs, Poseidon Aquatic Resource Management Ltd, Megapesca Lda	Graeme MACFADYEN, Benoit CAILLART, Vincent DEFAUX	English

Annex 2: Active and dormant SFPAs¹³³

TFA = tuna Agreement

TFA+ = tuna Agreement with a hake element

Mixed = mixed agreement which provides access to a wide range of fish stocks in the partner country's EEZ.

Country	Duration of Agreement	Protocol start date	Protocol expiry Date	Type	Total EU contribution per year	Sectoral support per year	Reference Tonnage	Fees for ship owners / Advances / Other Fees	Tuna seiners	Surface longliners	Pole and Line	Other
Cabo Verde	Tacitly renewed since 2007	23-7-2024	22-7-2029	Tuna (TFA)	€780,000	€430,000	7 000 t. /year	<ul style="list-style-type: none">First two years of application: €80 per tonne caught (for purse seiners); or €75 per tonne caught (for longliners and pole-and-line vessels)Last three years of application: €85 per tonne caught (for purse seiners); or €80 per tonne caught (for longliners and pole-and-line vessels).	24 freezer tuna seiners (Spain 14, France 10)	22 (Spain 17, Portugal 5)	10 (Spain 6, France 3, Portugal 1)	N/A
Comoros	Protocol expired on 31.12.2016							Agreement was denounced following the inclusion of Comoros on the list of non-cooperating countries in the fight against IUU fishing.				
Cook Islands		17-12-2021	16-12-2024	Tuna (TFA)	€700,000	€350,000	Unknown	A fishing authorisation shall be issued once the following amounts, per EU vessel, have been paid to the Cook Islands a. an annual advance payment fee of €112,500 which shall give the right to the fishing vessel to fish for 25 days in the Cook Islands' fishing areas b. a special annual contribution for fishing authorisation of €38,500 If available, shipowners may purchase fishing days additional to those purchased under point (a) upon request by the EU competent authority to the Cook Islands' authorities. The price to be paid by the shipowners for the additional days is €8,000 per day.	4 (Spain 3, France 1)	N/A	N/A	N/A
Côte d'Ivoire	6 years renewable	1-8-2018	31-7-2024	Tuna (TFA)	€682,000	€352,000 (2yrs) – €407,000	5,500 t./year	€60 per tonne caught for 2 years, then €70 per tonne. Advances: <ul style="list-style-type: none">Tuna seiners: €7,620 per year for 2 years then €8,890 per year (ref catches: 127t)Surface longliners: €2,400 per year for 2 years then €2,800 per year (ref catches: 40t)	28 (Spain 16, France 12)	8 (Spain 6, Portugal 2)	N/A	N/A
Equatorial Guinea	Protocol expired on 30.6.2001											
Gabon	6 years renewable tacitly	29-6-2021	28-6-2026	Tuna (TFA)	€2,600,000	€1,000,000	32,000 t./year	Fees for ship owners: €75 until 31.12.2021, then €80 per tonne caught. Access fee: <ul style="list-style-type: none">€33,750 per year until 31.12.2021, then €36,000 for tuna seiners (450t) + €2,500 observer fees€7,500 per year for supply vessel + €2,500 observer fees€2,400 per year until 31.12.2021, then €2,560 for poles and lines (32t)	27 (Spain 15, France 12)	N/A	6 (Spain 5, France 1)	Trawlers for deep sea crustaceans under exploratory fishery (optional): 4 (Spain 4)
Greenland	6 years renewable	22-4-2021	21-4-2025	Mixed	€13,590,754	€2,931,000	32,240 t./year	Licence fees depend on species caught and these fees change annually. See here for further information.				

Country	Duration of Agreement	Protocol start date	Protocol expiry Date	Type	Total EU contribution per year	Sectoral support per year	Reference Tonnage	Fees for ship owners / Advances / Other Fees	Tuna seiners	Surface longliners	Pole and Line	Other
Guinea-Bissau	4 years renewable	15-6-2019	14-6-2024	Mixed	€15,600,000	€4,000,000	‘No’	<p>Fees for ship owners:</p> <ul style="list-style-type: none">Pole and line: €55 per tonne caughtSeiners and long-liners: €70 for seiners per tonne caught, €55 for long-liner per tonne caughtFish & cephalopods: First 2 years of the Protocol: €282/GRT/year. From third year: €90/t for demersal fish; €270/t for cephalopodsShrimps: First 2 years of the Protocol: €395/GRT/year. From third year: €280/tSmall pelagics: First 2 years of the Protocol: €250/GRT/year. From third year: €100/t (>1000 GT). €75/t (<= 1000 GT) <p>Advances (non-refundable):</p> <ul style="list-style-type: none">Pole and line: €2,500 per year (ref catches: 45,5t)Seiners: €4,500 per year (ref catches: 64,3 t)Longliners: €3,000 per year (ref catches: 54,5 t)	Freezer tuna seiners and surface longliners: 28 (Spain 14, France 12, Portugal 2)	13 (Spain 10, France 3)	<p>During the first and second years of application of the Protocol, based on a system of fishing effort (gross register tonnage, GRT):</p> <p>Freezer shrimp trawlers (Spain 2,500 GRT, Greece 140 GRT, Portugal 1,060 GRT)</p> <p>Freezer fin-fish and cephalopod trawlers: (Spain 2,900 GRT, Greece 225 GRT, Italy 365 GRT)</p> <p>Small-pelagic trawlers: (Spain 3,500 GRT, Portugal 500 GRT, Lithuania 5,000 GRT, Latvia 5,000 GRT, Poland 1,000 GRT)</p> <p>From the third year of application of the Protocol, based on a system setting catch limits for each species (total allowable catch, TAC):</p> <p>Freezer shrimp trawlers: (Spain 1,650 tonnes, Greece 100 tonnes, Portugal 750 tonnes)</p> <p>Freezer fin-fish trawlers: (Spain 9,500 tonnes, Greece 500 tonnes, Italy 1,000 tonnes)</p> <p>Freezer cephalopod trawlers: (Spain 1,200 tonnes, Greece 150 tonnes, Italy 150 tonnes)</p> <p>Small-pelagic trawlers: (Spain 3,900 tonnes, Portugal 700 tonnes, Lithuania 6,000 tonnes, Latvia 6,000 tonnes, Poland 1,400 tonnes)</p>	
Kiribati	6 years renewable	2-10-2023	1-10-2028	Tuna (TFA)	€760,000	€400,000			4 (3 Spain, 1 France)			N/A
Liberia	Protocol expired on 8.12.2020											

Country	Duration of Agreement	Protocol start date	Protocol expiry Date	Type	Total EU contribution per year	Sectoral support per year	Reference Tonnage	Fees for ship owners / Advances / Other Fees	Tuna seiners	Surface longliners	Pole and Line	Other
Madagascar	4 years	1-7-2023	30-6-2027	Tuna (TFA)	€1,800,000	€1,100,000	14,000 t./year	€85 per tonne caught €2.5/GT for the environmental tax for every ship	32 (16 Spain, 15 France)	Tonnage above 100: 23 (7 Spain, 4 France, 2 Portugal) Tonnage 100 and below (20 France)	N/A	N/A
Mauritania	6 years renewable	16-11-2021	15-11-2026	Mixed	€57,500,000 (access only)	€3,300,000 (for the entire period)	289,000 t./year	Fees for ship owners: Category 1 — Fishing vessels specialising in crustaceans other than spiny lobster and crab (maximum 5 000 tonnes / year; maximum 25 vessels). • Fee: €450/t, annual advance fee of €1 500/vessel deducted from total fee due. Category 2 — Black hake non-freezer trawlers (maximum 6 000 tonnes/year; and maximum 6 vessels). • Fee: €100/t, annual advance fee of €1 000/vessel deducted from total fee due. Category 2 bis — Black hake freezer trawlers (main target species: black hake, maximum 3 500 tonnes/year; secondary species: squid maximum 1 450 t/year and cuttlefish, maximum 600 t/year, 25% by-catch allowed for demersal fish other than black hake). • Fees: black hake: €100/t, squid: €575/t, cuttlefish: €250/t and €90/t for by-catches; annual advance fee of €1 000/vessel deducted from total fee due. Category 3 — Vessels fishing for demersal species other than black hake with gear other than trawls (maximum 3 000 t; maximum 6 vessels). • Fee: €105/t, annual advance fee of €1 000/vessel deducted from total fee due. Category 4 — Tuna seiners (reference tonnage 14000 tonnes; maximum 29 vessels). • Fee: €75/t in the 1st, 2nd and 3rd year; €80/t in the 4th and 5th year; Annual flat-rate advance fee of € 3 500/vessel. Category 5 — Pole-and-line tuna vessels and surface long-liners (reference tonnage 7 000 tonnes; maximum 15 vessels). • Fee: €75/t in the 1st , 2nd and 3rd year; €80/t in the 4th and 5th year; Annual flat-rate advance fee of €2 500/pole-and-line vessel and of €3 500/surface long-liner. Category 6 — Pelagic freezer trawlers (maximum 225 000 tonnes; maximum 19 vessels). • Fees: € 75/t for sardines and sardinellas; 140 €/t for mackerels and horse-mackerels, € 123/t other small pelagics annual advance fee of €5 000/ vessel deducted from total fee due. Category 7 — Non-freezer pelagic vessels (maximum 15 000 tonnes/year, deducted from category 6; maximum 2 vessels). • Fees: same as cat. 6, annual advance fee of €5 000/ vessel deducted from total fee due. Category 8 – Cephalopods: no fishing opportunities granted under the current Protocol.	25 (Spain 17, France 8)	15 (Spain 14, France 1)	Category 1: 25 vessels (Spain, Italy, Portugal) Category 2: 6 vessels (Spain) Category 2BIS: 6 vessels (Spain) Category 3: 6 vessels (Spain) Category 6: 19 (2 France, 4 Germany, 16 Netherlands, 2 Ireland, 8 Poland, 20 Latvia, 22 Lithuania)	

Country	Duration of Agreement	Protocol start date	Protocol expiry Date	Type	Total EU contribution per year	Sectoral support per year	Reference Tonnage	Fees for ship owners / Advances / Other Fees	Tuna seiners	Surface longliners	Pole and Line	Other
Mauritius	6 years renewable for additional periods of 3 years	21-12-2022	20-12-2026	Tuna (TFA)	€725,000	€275,000	5,500 t./year	Fees for ship owners: €80 per tonne caught Advances: • Tuna Seiners: €9,360/year • Surface longliners: €4,560 for vessels of more than 100 GT; €2,400 for vessels of equal to/less than 100 GT)	40 (Spain 22, France 16, Italy 2)	45 (Spain 12, France 29, Portugal 4)	N/A	N/A
Micronesia	Protocol expired on 24.2.2010											
Morocco	Protocol expired on 17.7.2023											
Mozambique	Protocol expired on 31.1.2015											
São Tomé and Príncipe	4 years renewable	19-12-2019	18-12-2024	Tuna (TFA)	€840,000	€440,000	8 000 t./year	Fees for ship owners: €70 per tonne caught. Advances: • Seiners: €9,100 (ref catches: 130 t. No prorata temporis, the authorisations are granted for a one year period. • Longliners: €3,255 per year (ref catches: 46,5 t) • Other fees: €250 per year for observers ; 3500 € per year for support vessel – No prorata temporis.	28 (Spain 16, France 12)	6 (Spain 5, Portugal 1)	N/A	N/A
Senegal	5 years renewable	18-11-2019	17-11-2024	Tuna and hake (TFA+)	€1,700,000	€900,000	Tuna: 10,000 t/ year Hake: 1,750 t/ year	Fees for ship owners: Tuna: €80 (3 yrs), €85 (2 yrs) for purse seiners, €75 for longliners and poles and lines, per tonne caught.Hake: €95 per tonne caught Advances: • Tuna seiners: €18,500 per year • Pole-and-liners: €13,000 per year • Longliners: €3,525 per year • Trawlers: €500 per trimester (max 2 vessels in the same period)	28 (Spain 16, France 12)	5 (Spain 3, France 2)	10 (Spain 8, France 2)	Trawlers: 2 (Spain)
Seychelles	6 years renewable	24-2-2020	23-2-2026	Tuna (TFA)	€5,300,000	€2,800,000	50.000 t./year	Fees for ship owners: • €80 per tonne for the first and second year of Protocol's application • €85 per tonne from the third to the sixth year of Protocol's application Advances: • Tuna seiners: Annually incremental from €56,000 per year to €59,500 per year (from the third to the sixth year of protocol's application)(ref catches: 700 t) • Surface longliners = Annually incremental from €7,200 per year to €7,650 per year (year (from the third to the sixth year of Protocol's application)(ref catches: 90 t)	40 (Spain 22, France 16, Italy 2)	8 (Spain 2, France 4, Portugal 2)	N/A	N/A
Solomon Islands	Protocol expired on 8.10.2012											
The Gambia	6 years renewable	31-7-2019	30-7-2025	Tuna and hake (TFA+)	€550,000	€275,000	3,300 t./year	Fees for ship owners: Tuna: €70 per tonne caught. Hake: €75 per tonne caught. Advances: • Tuna seiners: increasing: €4,200 per year (ref catches: 60 tonnes) • Pole-and-liners: increasing: €1,400 per year (ref catches: 20 tonnes) • Trawlers: €500 per trimester Other fees: €300 per year for observers; €2,000 per year for support vessel – No prorata temporis.	28 (Spain 16, France 12)	N/A	10 (Spain 8, France 2)	3 (Spain 2, Greece 1)

Annex 3: ‘Transparency’, ‘Non-discrimination’ and ‘Human rights clauses’ within active SFPAs

SFPA	Protocol start date	‘Transparency Clause’ (Article)	Details	Non-discrimination clause	Details	‘Human rights clause’	Details	VMS for EU vessels in non-EU country EEZ	Electronic fishing logbooks	Participatory monitoring in the fight against IUU fishing
Cabo Verde	20-5-2019	Yes (Art 2.5 of Protocol)	"The Parties undertake, without prejudice to Article 14, to publish and exchange information on any agreement allowing foreign vessels to enter Cabo Verde's fishing zone and on the resulting fishing effort, in particular the number of licences issued and the catches made."	Yes (Art 1.1 of Protocol)	"The Parties undertake to promote responsible fishing in Cabo Verde's fishing zone on the basis of the principle of non-discrimination. Cabo Verde undertakes to apply the same technical and conservation measures to all industrial tuna fleets operating in its fishing zone with the aim of contributing to good fisheries governance."	Yes (Art 12.1 of Protocol)	"The implementation of this Protocol, including payment of the financial contribution, may be suspended at the initiative of one of the Parties if one or more of the following conditions apply or in the event of: a. force majeure or unexpected circumstances, preventing fishing activities in Cabo Verde's fishing zone; b. significant changes in the formulation or implementation of the fisheries policy of either one of the Parties which affect this Protocol; c. activation of the consultation mechanisms laid down in Article 101 of the Samoa Agreement owing to violation of essential or fundamental elements of human rights and democratic principles within the meaning of Article 9 of that Agreement; d. failure by the Union to make due payments for reasons other than those provided for in Articles 5, 7, 9, 12 and 16 of this Protocol; e. a serious and unresolved dispute between the Parties on the application or interpretation of this Protocol."	Yes (Chapter VI of Annex)	Yes (Chapter IV of Annex)	Yes (Chapter VI of Annex)
Cook Islands	17-12-2021	Yes (Art 3.3 of Agreement)	"In the interest of transparency, the Cook Islands undertake to render public the existence of any agreement authorising foreign fleets to fish in the waters under its jurisdiction. The Joint Committee will review relevant information on fishing capacity in Cook Islands waters."	Yes (Art 3.2 of Agreement)	"The Cook Islands authorities undertake not to give more favourable conditions than those granted under this Agreement to other foreign fleets operating in the Cook Islands' fishing areas which have the same characteristics and target the same species as those covered by this Agreement."	Yes (Art 13.1 of Agreement)	"Application of this Agreement may be suspended at the initiative of either one of the Parties in the event of: a. unusual circumstances that prevent fishing activities in the Cook Islands' fishing areas; or b. a dispute between the Parties over the interpretation of this Agreement or its implementation arises; or c. a breach of the Agreement by either one of the Parties in particular Article 3(4) on the respect of human rights; or d. a significant change in the policy guidelines which led to the conclusion of this Agreement, triggering a request by either one of the Parties to amend it."	Yes (Chapter III of Annex)	When implemented by both parties (Chapter III of Annex)	Yes (Chapter VI of Annex)
Côte d'Ivoire	1-8-2018	No requirement for publication (Art 2 of Protocol)	"The Republic of Côte d'Ivoire ('Côte d'Ivoire') undertakes to exchange information relating to any agreement authorising access to other foreign vessels in its fishing zone, in particular the number of authorisations issued and catches made, in accordance with Article 11 of this Protocol. Côte d'Ivoire shall also provide data on the fishing effort of Ivorian tuna vessels with an industrial fishing licence."	Yes (Art 5.1 of Protocol)	"The Parties hereby undertake to promote responsible fishing in Ivorian waters on the basis of the principle of non-discrimination between the different fleets fishing in those waters."	Yes (Art 9.1 of Protocol)	"The implementation of this Protocol may be suspended at the initiative of one of the two Parties after consultation within the Joint Committee, if one or more of the following conditions apply: a. unusual circumstances, as defined in Article 2(h) of the Agreement, preventing fishing activities in the Ivorian fishing zone; b. significant changes in the formulation or implementation of the fisheries policy of either one of the Parties affecting the provisions of this Protocol; c. activation of the consultation mechanisms laid down in Articles 8 and 96 of the Cotonou Agreement owing to a violation of essential and fundamental elements regarding human rights set out in Article 9 of that Agreement; d. non-payment by the Union of the financial contribution provided for in Article 3(2)(a), in accordance with the provisions of paragraph 5 of this Article; e. a serious and unresolved dispute between the two Parties within the Joint Committee on the application or the interpretation of this Protocol."	Yes (Chapter V of Annex)	No	Yes (Chapter V of Annex)

SFPA	Protocol start date	'Transparency Clause' (Article)	Details	Non-discrimination clause	Details	'Human rights clause'	Details	VMS for EU vessels in non-EU country EEZ	Electronic fishing logbooks	Participatory monitoring in the fight against IUU fishing
Gabon	29-6-2021	Yes (Art 10.2 of Protocol)	"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."	Yes (Art 10.1 of Protocol)	"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."	Yes (Art 5 / Art 22 of Protocol)	<p>Article 5:</p> <p>"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."</p> <p>Article 22:</p> <p>"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;" ...</p>	Yes (Chapter VIII of Annex)	Yes (Chapter IV of Annex)	Yes (Chapter VII of Annex)
Greenland	22-4-2021	Yes (Art 3.4 of Agreement)	"In the interest of transparency, both Parties agree to make public any agreement and the overall total available catch (TAC) as well as inform each other of fishing opportunities granted to foreign fleets and their uptake."	Yes (Art 3.3 of Agreement)	"Greenlandic authorities undertake not to grant more favourable conditions than those accorded under this Agreement to other foreign fleets operating in the Greenlandic EEZ which have the same characteristics and target the same species as those covered by this Agreement and the Protocol thereto ("the Protocol")."	Yes (Art 16.1 of Agreement)	<p>"The application of this Agreement may be suspended at the initiative of either of the Parties where:</p> <p>a. situations, other than natural phenomena, that are beyond the reasonable control of the Parties and are such as to prevent fishing activities in Greenlandic EEZ arise;</p> <p>b. as result of significant changes in the policy guidelines which led to the conclusion of this Agreement, either of the Parties requests a review of its provisions with a view to the possible amendment thereof;</p> <p>c. an unresolved serious dispute has arisen within the fisheries sector between the Parties and/or relating to the interpretation or application of this Agreement; or</p> <p>d. either of the Parties ascertains a breach of fundamental rights as guaranteed by the European Convention for the Protection of Human Rights and Fundamental Freedoms and the United Nations Declaration on the Rights of Indigenous Peoples (UNDRIP)."</p>	Yes (Chapter IV of Annex)	When Electronic Reporting System (ERS) is implemented by both parties (Chapter IV of Annex)	No
Guinea-Bissau	15-6-2019	Yes (Art 3.3 of Protocol)	"The Parties undertake to publish and exchange information on any agreement allowing foreign vessels to enter Guinea-Bissau's fishing zone and on the resulting fishing effort, in particular the number of authorisations issued and the catches made."	Yes (Art 3.1 of Protocol)	"The Parties undertake to promote responsible fishing in the Republic of Guinea-Bissau's ('Guinea-Bissau') fishing zone on the basis of the principle of non-discrimination. Guinea-Bissau undertakes not to grant more favourable technical conditions than those contained in this Protocol to other foreign fleets operating in Guinea-Bissau's fishing zone that have the same characteristics and target the same species."	Yes (Art 14.1 of Protocol)	<p>"1. The implementation of this Protocol, including payment of the financial contribution referred to in points (a) and (b) of Article 4(2), may be suspended, after consultation within the Joint Committee, if one or more of the following conditions apply:</p> <p>a. unusual circumstances, other than natural phenomena, prevent fishing activities in Guinea-Bissau's fishing zone;</p> <p>b. significant changes in the formulation or implementation of the fisheries policy of either of the Parties affecting the provisions of this Protocol;</p> <p>c. activation of the consultation mechanisms laid down in Article 96 of the Cotonou Agreement for reason of violation of one of the essential and fundamental elements of human rights set out in Article 9 of that agreement;</p> <p>d. non-payment by the Union of the financial contribution provided for in point (a) of Article 4(2), for reasons other than those provided for in point (c) of this paragraph;</p> <p>e. a major and unresolved dispute between the Parties on the interpretation or implementation of the Agreement or of this Protocol."</p>	Yes (Chapter VI of Annex)	From the Protocol's third year of application (Chapter IV of Annex)	No

SFPA	Protocol start date	'Transparency Clause' (Article)	Details	Non-discrimination clause	Details	'Human rights clause'	Details	VMS for EU vessels in non-EU country EEZ	Electronic fishing logbooks	Participatory monitoring in the fight against IUU fishing
Kiribati	2-10-2013	No requirement for publication (Art 15.2 of Protocol)	"The Parties undertake to exchange information in the Joint Committee on any agreement allowing foreign vessels to enter the fishing areas in particular with reference to technical conditions applicable to foreign vessels operating in Kiribati waters."	Yes (Art 15.1 of Protocol)	"Under Article 3(1) of the Agreement, Union vessels shall benefit from technical fishing conditions no less favourable than those applied to other foreign fleets having the same characteristics and fishing for the same species."	Yes (Article 13.1 of Protocol)	1. The application of the Protocol, including payment of the financial contribution as referred to in Article 6(2), may be suspended at the initiative of one of the Parties in the event of: a. failure by the Union to make the payments provided for in Article 6(2) for reasons not covered in Article 7(5) and Article 11(1); b. a serious dispute between the Parties over the interpretation of the Protocol or preventing its implementation arises; c. in case none of the Union vessels apply for the renewal of fishing licences; d. one of the Parties does not respect the provisions of the Protocol; e. one of the Parties ascertains a breach of essential and fundamental elements of human rights as laid down by Article 9 of the Cotonou Agreement or included in the equivalent article of an agreement between the Union and the ACP countries that succeeds it.	Yes (Chapter IV of Annex)	When implemented by both parties (Chapter IV of Annex)	Yes (Chapter VII of Annex)
Madagascar	1-7-2023	Yes (Art 3.5 of Agreement)	"In accordance with the principle of transparency, the Parties shall ensure the public availability of bilateral or multilateral agreements allowing access by foreign vessels to their fishing zone or access by their own vessels to other fishing zones. They undertake to exchange information on the resulting fishing effort, in particular the number of authorisations issued and the catches made."	Yes (Art 3.6 of Agreement)	"In accordance with the principle of non-discrimination, Madagascar undertakes to apply the same technical and conservation measures to any foreign industrial tuna fleets operating in Madagascar's fishing zone that have the same characteristics as those covered by this Agreement and the Protocol. The conditions in question concern the conservation, sustainable exploitation, development and management of resources, financial arrangements, and fees and rights relating to the issuing of fishing authorisations. This provision shall apply as regards financial arrangements without prejudice to any fisheries agreements that Madagascar may conclude with developing countries which are members of the Indian Ocean Tuna Commission (IOTC), including reciprocal agreements."	Yes (Art 14.2 of Agreement)	"Suspension of application on the grounds of non-compliance with the conditions provided for in Article 3(3) of the Agreement may take place only if the consultation mechanisms provided for in Article 96 of the 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, as last amended (hereinafter referred to as 'the Cotonou Agreement') relating to violation of essential and fundamental elements of human rights, as defined in Article 9 of that Agreement or the corresponding article of any successor agreement, have been triggered."	Yes (Chapter IV of Annex)	When Electronic Reporting System (ERS) is operational (Chapter IV of Annex)	Yes (Chapter IV of Annex)

SFPA	Protocol start date	'Transparency Clause' (Article)	Details	Non-discrimination clause	Details	'Human rights clause'	Details	VMS for EU vessels in non-EU country EEZ	Electronic fishing logbooks	Participatory monitoring in the fight against IUU fishing
Mauritania	16-11-2021	Yes (Article 4.5/4.6 of Protocol)	<p>"Mauritania undertakes to make public any public or private agreements granting foreign vessels access to its fishing zone, including:</p> <ul style="list-style-type: none"> a. the countries or other entities participating in the agreement; b. the period(s) covered by the agreement; c. the number of vessels and types of gear authorised; d. the species or stocks authorised for fishing, including any catch limit applicable; e. the required reporting, monitoring, control and surveillance measures; f. a copy of the written agreement. <p>For the purposes of the implementation of paragraphs 4 and 5 of this Article, Mauritania shall, each year, provide the Union with a detailed report indicating the number of fishing authorisations for each fishing category granted to vessels flying the flag of other third countries, the corresponding authorised catch volumes, the volumes actually caught and the financial and technical arrangements for providing such vessels with access to the fishing zone. That report shall be examined by the Joint Committee and may be made available to the Independent Joint Scientific Committee referred to in Article 9. such vessels with access to the fishing zone. That report shall be examined by the Joint Committee and may be made available to the Independent Joint Scientific Committee referred to in Article 9."</p>	Yes (Art 3.1 of Agreement)	"The Parties undertake to promote sustainable fishing in the fishing zone on the basis of the principle of non-discrimination between the different fleets present in that zone."	Yes (Art 21.1 of Agreement)	<p>"1. Application of this Agreement may be suspended at the initiative of the Parties if one or more of the following situations applies:</p> <ul style="list-style-type: none"> a. where circumstances, other than natural phenomena, arise which are beyond the reasonable control of one of the Parties and are such as to prevent fishing activities in the fishing zone; b. where a dispute arises between the Parties over the interpretation or implementation of this Agreement; c. where there is a violation, by one of the Parties, of the provisions of this Agreement, in particular Article 3(6), concerning respect for human rights; d. where the sectoral policy that led to the conclusion of this Agreement changes significantly, triggering a request by one of the Parties to amend it." 	Yes (Chapter VIII of Annex)	Yes (Chapter IV of Annex)	Yes (Chapter VI of Annex)

SFPA	Protocol start date	'Transparency Clause' (Article)	Details	Non-discrimination clause	Details	'Human rights clause'	Details	VMS for EU vessels in non-EU country EEZ	Electronic fishing logbooks	Participatory monitoring in the fight against IUU fishing
Mauritius	21-12-2022	Yes (Article 4.4 of Protocol)	"In the interest of transparency and with due consideration to provisions relating to confidentiality in any other agreement, Mauritius and the Union shall share information relating to any agreement authorising foreign vessels in their waters, comprising the number of fishing authorisations issued, the fishing efforts and the catches reported, and shall make that information public."	Yes (Article 4.3 of Protocol)	"The Parties hereby undertake to promote sustainable fisheries in Mauritius waters. In line with the principle of non-discrimination among the different fleets fishing in Mauritius waters, Mauritius legislation pertaining to technical and conservation measures shall be applied to all industrial fleets having the same characteristics and targeting the same species."	Yes (Art 13.1 of Protocol)	"Implementation of this Protocol shall be suspended at the initiative of either one of the Parties in the event of: a. instances, natural phenomena or other than natural phenomena that are beyond the reasonable control of the Parties and are such as to prevent fishing in Mauritius waters; b. a dispute between the Parties over the interpretation or implementation of this Protocol and its Annex which cannot be settled; c. either of the Parties failing to comply with the provisions of this Protocol and its Annex, in particular in relation to a breach of essential and fundamental elements on human rights as laid down in Article 9 of the Cotonou Agreement, and following the procedure set out in Articles 8 and 96 thereof; or included in the equivalent article of an agreement between the Union and the ACP countries that succeeds it; d. the Union failing to make the payment provided for in point (a) of Article 6(2) in due time for reasons not covered by point (c) of this paragraph.	Yes (Chapter V of Annex)	Yes (Chapter III of Annex)	Yes (Chapter V of Annex)
São Tomé and Príncipe	19-12-2019	Yes (Art 1.5 of Protocol)	"The Parties undertake to publish and exchange information on any agreement allowing foreign vessels to enter São Tomé and Príncipe's fishing zone and on the resulting fishing effort, the number of authorisations issued and the catches made."	Yes (Art 1.2 of Protocol)	"The European Union ("the Union") and the Democratic Republic of São Tomé and Príncipe ("São Tomé and Príncipe"), hereinafter jointly referred to as "the Parties", undertake to promote responsible fishing in São Tomé and Príncipe's fishing zone on the basis of the principle of non-discrimination."	Yes (Art 9.1 of Protocol)	"The implementation of this Protocol may be suspended at the instigation of one of the Parties if one or more of the following conditions apply: a. unusual circumstances, as defined in point (h) of Article 2 of the Agreement, preventing fishing activities in São Tomé and Príncipe's fishing zone; b. significant changes in the formulation or implementation of the fisheries policy of either one of the Parties affecting this Protocol; c. where one of the Parties notes that there has been a violation of the essential elements concerning human rights provided for in Article 9 of the Cotonou Agreement, following the procedure provided for in Articles 8 and 96 of that Agreement; d. non-payment by the Union of the financial contribution provided for in point (a) of Article 3(2), for reasons other than those provided for in this Article; e. a major and unresolved dispute between the Parties on the application or interpretation of this Protocol."	Yes (Chapter IV of Annex)	Yes (Chapter III of Annex)	No
Senegal	18-11-2019	No		Yes but vague (Art 2.1 of Protocol)	"Both Parties reaffirm their commitment to promoting sustainable fishing and protecting marine biodiversity, in accordance with the principles of non-discrimination, transparency and good governance."	Yes (Art 3.3 of Agreement)	"The Parties undertake to ensure that this Agreement is implemented in accordance with Article 9 of the Cotonou Agreement on essential elements regarding human rights, democratic principles and the rule of law, and the fundamental element regarding good governance, following the procedure set out in Articles 8 and 96 thereof."	Yes (Chapter IV of Annex)	Yes (Chapter IV of Annex)	Yes (Chapter IV of Annex)

SFPA	Protocol start date	'Transparency Clause' (Article)	Details	Non-discrimination clause	Details	'Human rights clause'	Details	VMS for EU vessels in non-EU country EEZ	Electronic fishing logbooks	Participatory monitoring in the fight against IUU fishing
Seychelles	24-2-2020	Yes (Art 3.3 of Agreement)	"In the interest of transparency, Seychelles undertakes to make public and exchange information relating to any agreement authorising foreign vessels in the Seychelles fishing zone and the resulting fishing effort, in particular the number of fishing authorisations issued and the catches reported."	Yes (Art 3.1/3.2 of Agreement)	<p>Article 3.1:</p> <p>"The Parties hereby undertake to promote sustainable fishing in the Seychelles fishing zone based on the principle of non-discrimination between the different fleets fishing in that fishing zone, without prejudice to the agreements concluded between developing countries within that geographical region, including reciprocal fisheries agreements."</p> <p>Article 3.2:</p> <p>"Seychelles authorities undertake not to grant more favourable conditions than those accorded under this Agreement to other foreign fleets operating in the Seychelles fishing zone which have the same characteristics and target the same species as those covered by this Agreement and its implementing Protocol. The conditions concerned cover the conservation and sustainable exploitation, development and management of resources, financial arrangements, fees and rights relating to the issuing of fishing authorisations and relevant technical measures. The Seychelles authorities undertake to grant an appropriate share of the surplus of marine living resources for the Union fleet when relevant."</p>	Yes (Art 16.1 of Agreement)	<p>"1. The application of this Agreement may be suspended at the initiative of either of the Parties in the event of:</p> <p>a. situations, other than natural phenomena, which arise that are beyond the reasonable control of the Parties and are such as to prevent fishing in the Seychelles fishing zone;</p> <p>b. a serious and unresolved dispute occurs between the Parties over the interpretation or implementation of this Agreement;</p> <p>c. one of the Parties ascertains a breach of essential and fundamental principles of human rights as laid out by Article 9 of the Cotonou Agreement and in accordance with the procedure set out in Article 8 and 96 thereof."</p>	Yes (Chapter III of Annex)	Yes (Chapter III of Annex)	Yes (Chapter III of Annex)

SFPA	Protocol start date	'Transparency Clause' (Article)	Details	Non-discrimination clause	Details	'Human rights clause'	Details	VMS for EU vessels in non-EU country EEZ	Electronic fishing logbooks	Participatory monitoring in the fight against IUU fishing
The Gambia	31-7-2019	Yes (Art 3.3 of Agreement)	"In the interest of transparency, The Gambia undertakes to make public and exchange information relating to any agreement authorising foreign vessels in its fishing zone and the resulting fishing effort, in particular the number of fishing authorisations issued and the catches reported."	Yes (Art 3.1/3.2 of Agreement)	<p>Article 3.1:</p> <p>"The Parties undertake to promote sustainable fisheries in the Gambian fishing zone on the basis of the principle of non-discrimination between the different vessels present in that zone."</p> <p>Article 3.2:</p> <p>"The Gambian authorities undertake not to give more favourable conditions than those accorded under this Agreement to other foreign vessels operating in the Gambian fishing zone which have the same characteristics and target the same species as those covered by this Agreement and the Protocol. These conditions refer to the conservation, development and management of resources, financial arrangements, fees and rights relating to the issuing of fishing authorisations. The Gambian authorities undertake to grant an appropriate share of the surplus of marine biological resources for the Union vessels, where relevant."</p>	Yes (Art 15.1 of Agreement)	<p>"1. Application of this Agreement may be suspended at the initiative of either Party in one or more of the following cases:</p> <p>a. where circumstances, other than natural phenomena, which are beyond the reasonable control of one of the Parties arise and are such as to prevent fishing in the Gambian fishing zone;</p> <p>b. where a dispute arises between the Parties over the interpretation or implementation of this Agreement;</p> <p>c. where one of the Parties ascertains a breach of essential and fundamental elements on human rights as laid out by Article 9 of the Cotonou Agreement and following the procedure set out in Articles 8 and 96 thereof."</p>	Yes (Chapter IV of Annex)	Yes (Chapter IV of Annex)	Yes (Chapter IV of Annex)

Annex 4: Analysis of the implementation of SFPA ‘transparency clauses’

SFPA	Current protocol information	Transparency Clause	Criteria	Information shared with EU	Source	Information publicly available online	Details	Online publication source
Cabo Verde	Protocol start date: 20-5-2019 Protocol expiry date: 19-5-2024	"The Parties shall undertake to publish and exchange information on any agreement allowing foreign vessels to enter the Cape Verdean fishing zone and on the resulting fishing effort, in particular the number of authorisations issued and the catches made."	Number of authorisations issued allowing foreign vessels to enter the Cape Verdean fishing zone	Yes	Ex-post and ex-ante evaluation (2014-18 Protocol)	Unknown	Relevant information could not be identified by the EU IUU Fishing Coalition.	N/A
			Fishing effort	No		Unknown	Relevant information could not be identified by the EU IUU Fishing Coalition.	N/A
Cook Islands	Protocol start date: 17-12-2021 Protocol expiry date: 16-12-2024	"In the interest of transparency, the Cook Islands undertake to render public the existence of any agreement authorising foreign fleets to fish in the waters under its jurisdiction. The Joint Committee will review relevant information on fishing capacity in Cook Islands waters."	Existence of agreements authorising foreign fleets to fish in waters under the Cook Islands' jurisdiction	Yes	Source: Cook Islands 2017-19 National report to WCPFC Scientific Committee Further information available in Ex-post and ex-ante evaluation (2016-2020 Protocol) (p.16)	Unknown	Relevant information could not be identified by the EU IUU Fishing Coalition.	N/A
			Fishing capacity in Cook Islands waters	Yes		Unknown	Relevant information could not be identified by the EU IUU Fishing Coalition.	N/A
Côte d'Ivoire	Protocol start date: 1-8-2018 Protocol expiry date: 31-7-2024	"The Republic of Côte d'Ivoire ('Côte d'Ivoire') undertakes to exchange information relating to any agreement authorising access to other foreign vessels in its fishing zone, in particular the number of authorisations issued and catches made, in accordance with Article 11 of this Protocol. Côte d'Ivoire shall also provide data on the fishing effort of Ivorian tuna vessels with an industrial fishing licence."	Number of authorisations issued allowing foreign vessels to enter the Côte d'Ivoire fishing zone	Yes	Ex-post and ex-ante evaluation (2013-2018 Protocol) (p.16)	Unknown	Relevant information could not be identified by the EU IUU Fishing Coalition. Note: Publication not required under the current 'transparency clause'	N/A
			Catches made	No		Unknown	Relevant information could not be identified by the EU IUU Fishing Coalition. Note: Publication not required under the current 'transparency clause'	N/A
Gabon	Protocol start date: 29-6-2021 Protocol expiry date: 26-6-2026	"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."	Number of agreement allowing foreign vessels to enter the Gabonese fishing zone	Ex-post and Ex-ante evaluation not analysed for this position paper as the last evaluation was published in August 2015.		Unknown	Relevant information could not be identified by the EU IUU Fishing Coalition.	N/A
			Catches made			Unknown	Relevant information could not be identified by the EU IUU Fishing Coalition.	N/A
Greenland	Protocol start date: 22-4-2021 Protocol expiry date: 21-4-2025	"In the interest of transparency, both Parties agree to make public any agreement and the overall total available catch (TAC) as well as inform each other of fishing opportunities granted to foreign fleets and their uptake."	Agreements	Yes	Ex-post and ex-ante evaluation (2016-2020 Protocol)	Unknown	Relevant information could not be identified by the EU IUU Fishing Coalition.	N/A
			Overall Total Available Catch (TAC)	Yes		Unknown	Relevant information could not be identified by the EU IUU Fishing Coalition.	N/A

SFPA	Current protocol information	Transparency Clause	Criteria	Information shared with EU	Source	Information publicly available online	Details	Online publication source
Madagascar	Protocol start date: 1-7-2023 Protocol expiry date: 30-6-2027	"In accordance with the principle of transparency, the Parties shall ensure the public availability of bilateral or multilateral agreements allowing access by foreign vessels to their fishing zone or access by their own vessels to other fishing zones. They undertake to exchange information on the resulting fishing effort, in particular the number of authorisations issued and the catches made."	Bilateral or multilateral agreements allowing access by foreign vessels to Madagascar's fishing zone	Yes	Ex-post and ex-ante evaluation (2015-2018 Protocol)	No	<p>FiTI: During the initial assessment of this FiTI Report, it was noted that no Fisheries Agreement for the 2022 financial year had been published on the Madagascar government websites. Several fisheries agreements were never published by the government when finalized.</p> <p>The GMN notes that each agreement concluded with countries and/or companies differs from one country and/or company to another depending on the negotiating power of each party. This negotiation practice often weakens the Malagasy government and exposes the administration to pressure, other than technical, often political, favoring non-transparent practices. A technical-administrative mechanism for determining quotas and standardized amounts for these agreements must be developed.</p> <p>EJF: Madagascar maintains a register listing both national- and foreign-flagged vessels licenced to fish in its waters, but the register is not publicly accessible and the state does not provide vessel information to the FAO Global Record of Fishing Vessels.</p>	<p>FiTI 2022 report on Madagascar:</p> <p>https://www.mpeb.mg/wp-content/uploads/2023/12/FiTI_MDG_FiTIReport_20231215.pdf</p> <p>EJF 2024 report "Evaluating Fisheries Transparency In Six Southwest Indian Ocean Nations":</p> <p>https://ejfoundation.org/resources/downloads/Transparency-SWIO-report-2024.pdf</p>
			Catches	Partially		Unknown	Relevant information could not be identified by the EU IUU Fishing Coalition.	
Mauritania	Protocol start date: 16-11-2021 Protocol expiry date: 15-11-2026	<p>"Mauritania undertakes to make public any public or private agreements granting foreign vessels access to its fishing zone, including:</p> <ul style="list-style-type: none"> a. the countries or other entities participating in the agreement; b. the period(s) covered by the agreement; c. the number of vessels and types of gear authorised; d. the species or stocks authorised for fishing, including any catch limit applicable; e. the required reporting, monitoring, control and surveillance measures; f. a copy of the written agreement. <p>For the purposes of the implementation of paragraphs 4 and 5 of this Article, Mauritania shall, each year, provide the Union with a detailed report indicating the number of fishing authorisations for each fishing category granted to vessels flying the flag of other third countries, the corresponding authorised catch volumes, the volumes actually caught and the financial and technical arrangements for providing such vessels with access to the fishing zone. That report shall be examined by the Joint Committee and may be made available to the Independent Joint Scientific Committee referred to in Article 9.</p>	Any public or private agreements granting foreign vessels access to its fishing zone	No	Ex-post and Ex-ante evaluation (2015-2018 Protocol)	Yes	<p>Qui permettent l'accès des navires étrangers à la pêche dans les eaux maritimes sous juridiction de la Mauritanie.</p> <p>FiTI: Foreign Fishing Access Agreements are available at: http://www.fiti-mauritanie.mr/</p>	<p>https://www.peches.gov.mr/IMG/pdf/gmn_quatrieme_rapport_fiti_mauritanie_2022-vers._fin_dec2023.pdf</p>
			Authorised catch volumes	No		Unknown	<p>FiTI: According to Mauritania's detailed report to the Fiti (2022), information on foreign fishing licences, payments, and catches are publicly available.</p>	<p>FiTI: According to Mauritania's detailed report to the Fiti (2022), information on foreign fishing licences, payments, and catches are publicly available.</p> <p>http://www.fiti-mauritanie.mr/</p>

SFPA	Current protocol information	Transparency Clause	Criteria	Information shared with EU	Source	Information publicly available online	Details	Online publication source
Mauritius	Protocol start date: 21-12-2022 Protocol expiry date: 20-12-2026	"In the interest of transparency and with due consideration to provisions relating to confidentiality in any other agreement, Mauritius and the Union shall share information relating to any agreement authorising foreign vessels in their waters, comprising the number of fishing authorisations issued, the fishing efforts and the catches reported, and shall make that information public."	Number of fishing authorisations issued	Yes	Ex-post and ex-ante evaluation (2017-2021 Protocol) (p.21)	No	EJF: Mauritius does not publish the list of vessels authorised to fish in its waters, and does not share information from its vessels registry with the FAO Global Record of Fishing Vessels. Note: Publication was not required under the previous ‘transparency clause’, but the 2022-2026 Protocol specifies that information should be shared publicly.	EJF 2024 report "Evaluating Fisheries Transparency In Six Southwest Indian Ocean Nations": https://ejfoundation.org/resources/downloads/Transparency-SWIO-report-2024.pdf
			Fishing effort	Unknown		Unknown	Relevant information could not be identified by the EU IUU Fishing Coalition. Note: Publication was not required under the previous ‘transparency clause’, but the 2022-2026 Protocol specifies that information should be shared publicly.	N/A
			Catch reported	Unknown		Unknown	Relevant information could not be identified by the EU IUU Fishing Coalition. Note: Publication was not required under the previous ‘transparency clause’, but the 2022-2026 Protocol specifies that information should be shared publicly.	N/A
Morocco	Protocol expired on 17-7-2023	"The Parties undertake to inform one another about any fisheries agreements and arrangements entered into with a third party. The Parties agree that Union fishing vessels are only to catch the allowable catch surplus referred to in Article 62(2) and (3) of the UNCLOS, as identified, in a clear and transparent manner, on the basis of available and relevant scientific advice and relevant information exchanged between the Parties on the total fishing effort exerted on the affected stocks by all fleets operating in the fishing zone."	Fisheries agreements and arrangements entered into with a third party.	Yes	Ex-post and ex-ante evaluation (2014-2018 Protocol)	Unknown	Relevant information could not be identified by the EU IUU Fishing Coalition. Note: Publication not required under the current ‘transparency clause’	N/A
			Information on the total fishing effort exerted on the affected stocks by all fleets operating in the fishing zone.	Yes		Unknown	Relevant information could not be identified by the EU IUU Fishing Coalition. Note: Publication not required under the current ‘transparency clause’	N/A
São Tomé and Príncipe	Protocol start date: 19-12-2019 Protocol expiry date: 18-12-2024	"The Parties undertake to publish and exchange information on any agreement allowing foreign vessels to enter São Tomé and Príncipe's fishing zone and on the resulting fishing effort, the number of authorisations issued and the catches made."	Any agreement allowing foreign vessels to enter São Tomé and Príncipe's fishing zone	Yes	Ex-post and ex-ante evaluation (2014-2018 Protocol)	Unknown	Relevant information could not be identified by the EU IUU Fishing Coalition.	N/A
			Number of authorisations issued to foreign vessels	Yes		Unknown	Relevant information could not be identified by the EU IUU Fishing Coalition.	N/A
			Fishing effort (catches)	Yes		Unknown	Relevant information could not be identified by the EU IUU Fishing Coalition.	N/A
Senegal	Protocol start date: 18-11-2019 Protocol expiry date: 17-11-2024	No requirement for publication	Vessels authorised to fish	N/A	N/A	Yes	On May 6 2024, Dr Fatou Diouf, Minister of Fisheries, Maritime Infrastructure and Ports, published the list of vessels authorised to fish in waters under Senegalese jurisdiction.	https://caopa.org/en/senegal-minister-publishes-lists-of-vessels-authorized-to-fish/11/05/2024/news/5682/

SFPA	Current protocol information	Transparency Clause	Criteria	Information shared with EU	Source	Information publicly available online	Details	Online publication source
Seychelles	Protocol start date: 24-2-2020 Protocol expiry date: 23-2-2026	"In the interest of transparency, Seychelles undertakes to make public and exchange information relating to any agreement authorising foreign vessels in the Seychelles fishing zone and the resulting fishing effort, in particular the number of fishing authorisations issued and the catches reported."	Any agreement allowing foreign vessels in the Seychelles fishing zone	Yes	Ex-post and ex-ante evaluation (2014-2020 Protocol)	Yes	As pointed out in Seychelles 2020 FiTI Report, SFA maintains complete, updated records on large scale vessels licensed to fish in Seychelles' waters. An updated registry in the form of a searchable Excel database, meeting the FiTI standard for information on large scale vessels and their license payments, is published on the SFA website. The agreements with Top Fortune International (TFI) and Taiwan Deep Sea Tuna Longline Boat Owners and Exporters Association (TTA) were renegotiated and the confidentiality clauses removed: they were subsequently published on the SFA website. They took effect in 2023.	https://www.sfa.sc/index.php/fisheries-report-other-document?task=download.send&id=210&catid=33&m=0 https://www.sfa.sc/index.php/e-library/fisheries-report/category/4-annual-reports https://sfa.sc/e-library/international-bodies
			Number of authorisations issued to foreign vessels	Yes		Yes		
			Fishing effort (catches)	Yes		Partially		

Endnotes

- 1 European Commission, Directorate-General for Maritime Affairs and Fisheries. (2020). EU sustainable fisheries partnership agreements: a transparent, coherent and mutually beneficial tool that enhances fisheries governance for sustainable exploitation, fish supply and development of the fisheries sector with partner countries. Available at: <https://op.europa.eu/en/publication-detail/-/publication/1356ec43-99b7-11ea-aac4-01aa75ed71a1>. Accessed 13.10.22.
- 2 European Commission. 'Sustainable fisheries partnership agreements (SFPAs)'. Available at: https://oceans-and-fisheries.ec.europa.eu/fisheries/international-agreements/sustainable-fisheries-partnership-agreements-sfpas_en. Accessed 13.10.22.
- 3 For more information on the importance of fisheries transparency is available at: <https://fisheriestransparency.net/>. Accessed 30.11.23.
- 4 Morocco is the only exception to this.
- 5 European Commission, Directorate-General for Maritime Affairs and Fisheries, Caillart, B., Cappell, R., Defaux, V., et al. (2023). Evaluation and analysis of the Sustainable Fisheries Partnership Agreements (SFPAs) between the EU and third countries including an in-depth analysis of the sectoral support component of the SFPAs. Available at: https://op.europa.eu/en/publication-detail/-/publication/21927e4c-2f4d-11ee-9e98-01aa75ed71a1?pk_source=ec_newsroom&pk_medium=email&pk_campaign=MARE+Newsletter. Accessed 9.8.2023.
- 6 European Commission, Directorate-General for Maritime Affairs and Fisheries, Caillart, B., Cappell, R., Defaux, V., et al. (2023). Evaluation and analysis of the Sustainable Fisheries Partnership Agreements (SFPAs) between the EU and third countries including an in-depth analysis of the sectoral support component of the SFPAs. Available at: https://op.europa.eu/en/publication-detail/-/publication/21927e4c-2f4d-11ee-9e98-01aa75ed71a1?pk_source=ec_newsroom&pk_medium=email&pk_campaign=MARE+Newsletter. Accessed 9.8.2023.
- 7 Active Sustainable Fisheries Partnership Agreements are those which have a Protocol in force, dormant agreements are those in which the Agreement stands but the Agreement's protocol has expired.
- 8 "The [EU] shall endeavour to ensure that the [SFPAs] with third countries are of mutual benefit to the [EU] and to the third country concerned, including its local population and fishing industry" (Article 31, CFP).
- 9 EJF. (2022). The ever-widening net: Mapping the scale, nature and corporate structures of illegal unreported and unregulated fishing by the Chinese distant-water fleet. Available at: <https://ejfoundation.org/reports/the-ever-widening-net-mapping-the-scale-nature-and-corporate-structures-of-illegal-unreported-and-unregulated-fishing-by-the-chinese-distant-water-fleet>. Accessed 30.11.2023.
- 10 European Commission, Directorate-General for Maritime Affairs and Fisheries, Caillart, B., Cappell, R., Defaux, V., et al. (2023). Evaluation and analysis of the Sustainable Fisheries Partnership Agreements (SFPAs) between the EU and third countries including an in-depth analysis of the sectoral support component of the SFPAs. Available at: https://op.europa.eu/en/publication-detail/-/publication/21927e4c-2f4d-11ee-9e98-01aa75ed71a1?pk_source=ec_newsroom&pk_medium=email&pk_campaign=MARE+Newsletter. Accessed 9.8.2023.
- 11 Kadfak, A. and Antonova, A. (2021). Sustainable Networks: Modes of governance in the EU's external fisheries policy relations under the IUU Regulation in Thailand and the SFPAs with Senegal. Marine Policy, 132. Available at: <https://www.sciencedirect.com/science/article/pii/S0308597X21002670>. Accessed 13.10.22.
- 12 According to the United Nations Convention on the Law of the Sea (UNCLOS) of 10 December 1982, the exclusive economic zone (EEZ) "is an area beyond and adjacent to the territorial sea, under which the rights and jurisdiction of the coastal State and the rights and freedoms of other States are governed by the relevant provisions of this Convention (UNCLOS). In the exclusive economic zone, the coastal State has sovereign rights for the purpose of exploring and exploiting, conserving and managing the natural resources, whether living or non-living, of the waters superjacent to the seabed and of the seabed and its subsoil". Further information is available at: https://www.un.org/depts/los/convention_agreements/texts/unclos/UNCLOS-TOC.htm. Accessed 13.10.22.
- 13 European Court of Auditors. (2015). Special Report: Are the Fisheries Partnership Agreements well managed by the Commission? Available at: https://www.eca.europa.eu/Lists/ECADocuments/SR15_11/SR_FISHERIES_EN.pdf. Accessed 13.10.22.
- 14 Gorez, B. (2009). The future of Fisheries Partnership Agreements in the context of the Common Fisheries Policy reform. Presentation to the European Parliament Development Committee, September 2, 2009. Brussels (Belgium). Available at: <https://www.cffacape.org/publications-blog/2009/09/02/2010-2-21-the-future-of-fisheries-partnership-agreements-in-the-context-of-the-common-fisheries-policy-reform>. Accessed 30.11.2023.
- 15 Council Regulation (EC) No 2371/2002 of 20 December 2002 on the conservation and sustainable exploitation of fisheries resources under the Common Fisheries Policy. Available at: <https://eur-lex.europa.eu/legal-content/EN/ALL/?uri=CELEX%3A32002R2371>. Accessed 13.10.22.
- 16 Conclusions of the Agriculture and Fisheries Council, 19 July 2004. Press Release available at: https://ec.europa.eu/commission/presscorner/detail/en/PRES_04_221. Accessed 25.4.23.
- 17 Article 7 of Council Regulation (EC) No 861/2006 of 22 May 2006 establishing Community financial measures for the implementation of the common fisheries policy and in the area of the Law of the Sea. Available at: <https://eur-lex.europa.eu/legal-content/EN/ALL/?uri=CELEX%3A32006R0861>. Accessed 25.4.23.
- 18 Article 31(4) of Regulation (EU) No 1380/2013 of the European Parliament and of the Council of 11 December 2013 on the Common Fisheries Policy, amending Council Regulations (EC) No 1954/2003 and (EC) No 1224/2009 and repealing Council Regulations (EC) No 2371/2002 and (EC) No 639/2004 and Council Decision 2004/585/EC states that "Union fishing vessels shall only catch surplus of the allowable catch as referred to in Article 62(2) and (3) of the UNCLOS, and identified, in a clear and transparent manner, on the basis of the best available scientific advice and of the relevant information exchanged between the Union and the third country about the total fishing effort on the affected stocks by all fleets. Concerning straddling or highly migratory fish stocks, the determination of the resources available for access should take due account of scientific assessments conducted at the regional level as well as conservation and management measures adopted by relevant RFMOs."
- 19 "Surplus" resources are only applicable for multi-species agreements as the quota within tuna agreements is allocated by Regional Fisheries Management Organisations (RFMOs). "The "surplus" of a stock is its annual potential catch minus the potential catch of the national fleet according to its "capacity to harvest the entire allowable catch". Further information available at: https://www.researchgate.net/publication/316644829_Scientific_advice_on_the_estimation_of_surplus_for_Sustainable_Fisheries_Partnership_Agreements. Accessed 13.10.22.

- 20 Article 31(10) of Regulation (EU) No 1380/2013 of the European Parliament and of the Council of 11 December 2013 on the Common Fisheries Policy. Available at: <https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX%3A02013R1380-20230101>. Accessed 5.12.23. Article 31(10) of Regulation (EU) No 1380/2013 of the European Parliament and of the Council of 11 December 2013 on the Common Fisheries Policy. Available at: <https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX%3A02013R1380-20230101>. Accessed 5.12.23.
- 21 [https://eur-lex.europa.eu/legal-content/EN/TXT/HTML/?uri=PI_COM:Ares\(2023\)1379546](https://eur-lex.europa.eu/legal-content/EN/TXT/HTML/?uri=PI_COM:Ares(2023)1379546). Accessed 26.6.24.
- 22 European Commission. (2018). Roadmap - Ares(2018)5280875. "Negotiation mandate for a new Protocol to the Fisheries Partnership Agreement between the EU and Mauritania" Available at: https://ec.europa.eu/info/law/better-regulation/have-your-say/initiatives/1954-Negotiation-mandate-for-a-new-Protocol-to-the-Fisheries-Partnership-Agreement-between-the-EU-and-Mauritania_en. Accessed 30.11.23.
- 23 *ibid.*
- 24 European Commission. 'Sustainable fisheries partnership agreements (SFPAs)'. Available at: https://oceans-and-fisheries.ec.europa.eu/fisheries/international-agreements/sustainable-fisheries-partnership-agreements-sfpas_en. Accessed 13.10.22.
- 25 WWF. (2019). *op. cit.*
- 26 European Commission, Directorate-General for Maritime Affairs and Fisheries, *op. cit.*
- 27 WWF. (2019). The status and future of Sustainable Fisheries Partnership Agreements in the South West Indian Ocean. Available at: https://wwfasia.awsassets.panda.org/downloads/wwf_sif___sfpas_in_the_swio.pdf. Accessed 13.10.22.
- 28 WWF. (2019). *op. cit.*
- 29 The Vessel Monitoring System (VMS) is the principal satellite-based monitoring system which regularly provides data to the fisheries authorities on the location, course and speed of vessels. It is compulsory for all EU vessels greater than 12m, with the data shared between EU countries. Further information available at: https://oceans-and-fisheries.ec.europa.eu/fisheries/rules/enforcing-rules/inspections-monitoring-and-surveillance_en. Accessed 13.10.22.
- 30 WWF. (2019). *op. cit.*
- 31 Article 31(2) of Regulation (EU) No 1380/2013 of the European Parliament and of the Council of 11 December 2013 on the Common Fisheries Policy, amending Council Regulations (EC) No 1954/2003 and (EC) No 1224/2009 and repealing Council Regulations (EC) No 2371/2002 and (EC) No 639/2004 and Council Decision 2004/585/EC. Available at: <https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX%3A02013R1380-20230101>. Accessed 8.3.23.
- 32 European Commission. (2022). 'Sustainable fisheries partnership agreements (SFPAs)'. Available at: https://oceans-and-fisheries.ec.europa.eu/fisheries/international-agreements/sustainable-fisheries-partnership-agreements-sfpas_en. Accessed 13.10.22.
- 33 As of 8 March 2022.
- 34 Article 31(5) of Regulation (EU) No 1380/2013 of the European Parliament and of the Council of 11 December 2013 on the Common Fisheries Policy, amending Council Regulations (EC) No 1954/2003 and (EC) No 1224/2009 and repealing Council Regulations (EC) No 2371/2002 and (EC) No 639/2004 and Council Decision 2004/585/EC. Available at: <https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX%3A02013R1380-20230101>. Accessed 8.3.23.
- 35 Direct authorisations are agreed between individual EU vessel owners and the government of the non-EU coastal State for access to fisheries resources in the coastal State's EEZ. Due to the presence of the aforementioned exclusivity clause in (S)FPAs, direct authorisations are only permitted where there is no (S)FPA in place.
- 36 Some of these Agreements also have a hake element (TFA+), as is the case with the Senegal and The Gambia SFPAs.
- 37 Thorpe, A., Hermansen, O., Pollard, I., Isaksen, J., Failler, P. and Touron-Gardic, G. (2022). Unpacking the tuna traceability mosaic – EU SFPAs and the tuna value chain. *Marine Policy*, 139. Available at: <https://www.sciencedirect.com/science/article/pii/S0308597X22000847#fn6>. Accessed 13.10.22.
- 38 In line with the UNCLOS provisions of EEZ exploitation.
- 39 LDAC. (2021). LDAC Recommendations for a Level Playing Field for EU and non-EU fish products. Available at: https://ldac.eu/images/EN_LDAC_Advice_LPF_25May2021.pdf. Accessed 13.10.22.
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The Environmental Justice Foundation (EJF), Oceana, The Nature Conservancy, The Pew Charitable Trusts and WWF are working together to promote EU leadership in improving global fisheries transparency and governance to end illegal, unreported and unregulated (IUU) fishing.

For further information about this position paper, please contact:

Thomas Walsh, EU IUU Fishing Coalition Coordinator, Tel: +44 (0) 781 763 5647, tom.walsh@iuuwatch.eu

Amélie Giardini, Environmental Justice Foundation, Tel: +44 (0) 772 451 5437, amelie.giardini@ejfoundation.org

Ignacio Fresco Vanzini, Oceana, Tel: +34 669 437 268, ifresco@oceana.org

Grace Howe, The Nature Conservancy, Tel: +44 (0) 755 371 3652, grace.howe@tnc.org

Nikolas Evangelides, The Pew Charitable Trusts, Tel: +44 (0) 207 535 4232, nevangelides@pewtrusts.org

Antonia Leroy, WWF, Tel: +32 485 692 085, aleroy@wwf.eu

For more news, updates and documents supporting the EU to end IUU fishing, visit: www.iuuwatch.eu
or contact: info@iuuwatch.eu



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