

**Report of the Third Meeting of the Parties to the
Southern Indian Ocean Fisheries Agreement**

(SIOFA)

La Reunion

3 to 8 July, 2016

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Agenda Item 1 –Welcome and Opening of the Meeting

1. The Third Meeting of the Parties to the Southern Indian Ocean Fisheries Agreement (SIOFA) was officially opened by the Chairperson of the Meeting of the Parties and Advisor to DG MARE Director of International Affairs and Markets, Mr Kristofer DU RIETZ.
2. The Interim Executive Secretary, Mr Orlando FACHADA from DG MARE – European Union (Annex A refers) presented an initial speech followed by welcome speeches provided by:
 - a. Mr Kristofer DU RIETZ, interim Chairperson (Annex B refers);
 - b. Mr David LORION Vice-Président du Conseil régional de La Réunion representing his President (Annex C refers).
 - c. Mr. Loïc ARMAND, Secrétaire général pour les affaires régionales Representing the Préfet of La Réunion (Annex D refers); and

Agenda Item 2 – Presentation of Contracting parties Delegations

3. All Contracting Parties with the exception of Mauritius were present at the meeting. Contracting Parties delivered.
4. A list of Contracting Parties and Observers in attendance is at Annex E.

Agenda Item 3 – Admission of Observers

5. The Meeting of the Parties welcomed Thailand and China as Observers to the meeting.
6. The Meeting of the Parties also admitted the Deep Sea Conservation Coalition, the International Union for the Conservation of Nature and the Southern Indian Ocean Deepsea Fishers Association as Observers to the Meeting.

Agenda Item 4 – Approval of the agenda and arrangements for the session

7. The provisional Agenda was adopted without amendment and is included at Annex F.

Agenda Item 5 – Report of the first Session of the Scientific Committee

8. The Chairperson of the Scientific Committee, Dr Ilona STOBUTZKI, presented the report of the first meeting of the Scientific Committee, held in Fremantle, Australia, from 21-24 March 2016 (presentation at Appendix I).
9. Dr STOBUTZKI presented the key outcomes of this meeting, noting in particular the substantial progress made by Members of the SC. Dr STOBUTZKI highlighted the importance of National Reports and the provision of data in assisting the Scientific Committee to achieve its objectives and provide advice on the status of the fishery.
10. The Meeting of the Parties acknowledged the Scientific Committee's substantial efforts and agreed it had been a productive meeting. It was noted that a number of the Scientific Committee's recommendations and advice related to other agenda items (see paragraphs 105-123 of the SC report). Decisions on these matters were deferred to the relevant agenda items.
11. The Meeting of the Parties requested that the Scientific Committee develop a guide to assist the Meeting of the Parties to interpret the terminology used in its meeting reports to ensure that the nature of the advice provided by the Scientific Committee is clearly understood. The Meeting of the Parties suggested that the Scientific Committee consider the IOTC's guide as a potential model.
12. Dr STOBUTZKI clarified that the intent behind the phrase 'catch quota' in paragraph 117 of the Scientific Committee meeting report was to refer to setting a total allowable catch rather than allocation of a quota between Contracting Parties.
13. The Meeting of the Parties discussed the role of the Scientific Committee in reviewing CMMs. It was agreed that, consistent with Article 7(1)(e)(iii) of the Agreement that the Scientific Committee could review the scientific aspects of CMMs and also agreed that Scientific Committee is not a venue to develop a CMM text. The Scientific Committee's work plan was amended to reflect this.
14. The Meeting of the Parties noted that some of the Scientific Committee's recommendations included budget implications. It was agreed that these would be discussed as part of the overall budget discussion in Agenda Item 12.

15. Consistent with paragraph 16 of the Scientific Committee Terms of Reference, the Meeting of the Parties adopted the Scientific Committee's work plan as amended (Annex G refers). The Meeting of the Parties noted the research priorities (Annex H refers) plan and the operational work plan for 2016-2018 as included in the Scientific Committee's meeting report.

Agenda Item 6 – Presentation of Conservation and Management Measures

Agenda Item 6(a) – CMM for the management of bottom fishing in the SIOFA Area, proposed by Australia

16. The proponent presented a draft CMM for the management of bottom fishing in the Agreement Area. It was highlighted that this measure seeks to implement the key elements of the United Nations General Assembly Resolutions that relate to deep sea fishing, particularly those relating to the protection of vulnerable marine ecosystems, and was based on advice provided by the Scientific Committee.
17. It was noted the importance of delivering on the commitments made by States through the adoption of those Resolutions and the proponent affirmed that its current domestic practice for vessels flying its flag in the Agreement Area implemented those Resolutions.
18. The Meeting of the Parties agreed to progress the development of a SIOFA-wide bottom fishing impact assessment and bottom fishing footprint, and this commitment was reflected in the CMM.
19. The EU raised a concern that this measure should apply to all vessels, notably to avoid providing an incentive for vessels of non-Contracting Parties to not participate. This position was supported by Cook Islands and France. Australia assured Contracting Parties that it also shares these concerns. However, in Australia's view, as SIOFA can only legally apply to its Contracting Parties, it is not possible to enforce the provisions of this CMM against non-Contracting Parties (notwithstanding the provisions of the UN Fish Stocks Agreement). In addition, as a number of the provisions are about facilitating fishing provided that certain circumstances are met, extending the

CMM to apply to non-Contracting Parties, may suggest that vessels flagged to non-Contracting Parties can fish in the SIOFA Area if they meet those circumstances, which is a result that is not acceptable to Australia. This position was supported by Japan.

Agenda Item 6(b) – CMM on Standards for the collection, reporting, verification and exchange of data, proposed by Australia.

20. The proponent presented a draft CMM prescribing standards for the collection, reporting, verification and exchange of data. The proponent recalled Article 6(1) (f) of the Agreement which requires the development of such standards. The proponent highlighted the importance of establishing scientific data standards as soon as possible to develop a collective understanding of fisheries in the Agreement Area and to assist the Scientific Committee in achieving its objectives under the Agreement.
21. Confidentiality of the data was also discussed, noting the importance of protecting commercially sensitive data while achieving the transparency principles reflected in the Agreement. The Meeting of the Parties decided to establish a separate CMM to address data confidentiality.
22. It was agreed that observer data would be important, particularly data collected on VME interactions. While a voluntary standard was adopted, the Meeting of the Parties tasked the Scientific Committee to review the voluntary observer data standards in Annex B of this CMM at its 2018 meeting; and further noted it would be appropriate to discuss the role of observers and the possible development of a scientific observer program.
23. The Meeting of the Parties also agreed it would be appropriate to consider the role of data verification tools in future years.

Agenda Item 6(c) – CMM on Vessels without Nationality, proposed by Australia

24. The proponent presented a CMM on vessels without nationality. The proponent noted that similar measures had been adopted recently in the IOTC,

SPRFMO and CCAMLR; and also noted that a measure has been in place in WCPFC since 2009.

25. It was emphasised that vessels without nationality continue to fish in the high seas and that this undermines the collective efforts of States and RFMOs to ensure the long term sustainability of the fishery resources.

Agenda Item 6(d) – CMM on Prohibition of large-scale pelagic drift nets and deepwater nets, proposed by Australia

26. The proponent presented a proposal to prohibit the use and carriage of large-scale pelagic drift nets and deepwater nets in the Agreement Area. The proponent noted that the Scientific Committee had recommended a ban on the use of large-scale pelagic drift nets; and that seven out of eight Members of the Scientific Committee supported a prohibition on the use of deepwater nets.
27. One Contracting Party noted the SC's intention to assess the impact of deepwater gillnets; and further noted that, in its view, it would be appropriate to establish a sharks-specific measure instead of prohibiting deepwater gillnets, if sharks are the concern.
28. The proponent expressed serious concern about the impact that these nets can have on the marine environment, particularly including their indiscriminate catch, the limited data available to estimate bycatch mortality and the risks posed by abandoned nets or net fragments. The proponent also emphasised the requirements under the Agreement and UNFSA to follow the precautionary approach.
29. Australia reiterated that it would continue to apply a prohibition on deepwater nets to all Australian flagged vessels operating in the Agreement Area.

Agenda Item 7 – Financial Regulation proposed by France (Territories)

30. The proponent presented the draft Financial Regulations, noting that the current draft had been substantially considered at two prior Meetings of the Parties. The proponent highlighted the key outstanding issues.

31. The Meeting of the Parties adopted the Financial Regulations as amended at Annex I.
32. The Meeting of the Parties agreed to defer consideration of Annex 1 of the Financial Regulations concerning the purposes of Article 13.4 of the Agreement until the next Meeting of the Parties

Agenda Item 8 – Headquarters Agreement proposed by the host country

33. The EU, on behalf of the Government of the French Republic, presented the Headquarters Agreement.
34. The Meeting of the Parties adopted the *Agreement Between the Government of the French Republic and the Secretariat of the Southern Indian Ocean Fisheries Agreement Concerning the Headquarters of the Secretariat and its Privileges and Immunities in French Territory* (Appendix II refers).
35. The Meeting of the Parties also adopted the Resolution on the Headquarters Agreement in which the Meeting of the Parties, *inter alia*, formally establishes the Secretariat in La Reunion, agrees to adopt the Headquarters Agreement, and grants the Secretariat with legal personality and capacity (Annex J refers).
36. Consistent with the Resolution mentioned in the previous paragraph, the Headquarters Agreement was signed by the interim Executive Secretary on behalf of the Secretariat (Appendix III refers to the speech) and Mr Dominique SORAIN, Préfet de la Réunion, on behalf of the Government of the French Republic (Appendix IV refers to the speech), on 8 July 2016.

Agenda Item 9 – Staff Regulation proposed by the Republic of Korea

37. The proponent presented a draft proposal for the staff regulations for the SIOFA Secretariat. It was highlighted that these draft staff regulations were based on provisions in similar RFMOs with small secretariats.
38. The Meeting of the Parties agreed that Regulation 2.6, which concerns employment outside of the SIOFA Secretariat, applies to paid employment where an individual is paid to perform a particular function and does not

preclude the Executive Secretary from receiving additional sources of remuneration –for example, remuneration through participation on a board.

39. The EU confirmed that non-French nationals would be eligible for the French social security system.
40. Following much discussion concerning the appropriate application of UN terms and conditions, the Meeting of the Parties adopted the Staff Regulations as Annex L.

Agenda Item 10 – System of Monitoring, Control and Surveillance proposed by EU

41. The proponent presented the draft SIOFA System of Monitoring, Control and Surveillance recalling paragraph 66 of the first Meeting of the Parties, held in October 2013, relating to a commitment by the Meeting of the Parties to commence intersessional discussions on the development of Monitoring, Control and Surveillance (MCS) and Illegal, Unregulated and Unreported (IUU) measures.
42. The Meeting of the Parties discussed the format of the System. However, given the length of the document it was agreed to convene a 3 days Compliance Committee meeting immediately prior to the next Meeting of the Parties dedicated to progressing of MCS measures.
43. It was agreed to give priority to the sections of the System regarding vessel authorisation and notification and IUU listing for adoption as respective CMMs, in view of inclusion of these CMM in the future System of MCS. The proponent adapted the relevant texts accordingly into CMM format and presented each to the Meeting of the Parties.
44. The Meeting of the Parties discussed the inclusion of paper-based reporting forms. Some Contracting Parties expressed a reservation about the use of paper-based forms, instead favouring the use of e-reporting.

Agenda Item 11 – Discussion/adoption of Conservation and Management Measures

45. Substantial discussion and a cooperative spirit made it possible to agree necessary compromises which enabled the Meeting of Parties to adopt the CMMs proposed.

CMM 2016/01 for the management of bottom fishing in the SIOFA Area

46. Following substantial discussion the Meeting of the Parties adopted this CMM as at Annex M.

CMM 2016/02 Standards for the collection, reporting, verification and exchange of data

47. Following some minor adjustments the Meeting of the Parties adopted this CMM as at Annex N.

CMM 2016/03 for Data Confidentiality and Procedures for Access and Use of Data

48. The Meeting of the Parties adopted this CMM as at Annex O.

CMM 2016/04 on Vessels without Nationality

49. There was clear supporting consensus for the CMM as presented and following minor editorial amendments the Meeting of the Parties adopted this CMM as at Annex P.

CMM 2016/05 Prohibition of large-scale pelagic driftnets and deepwater gillnets

50. The prohibition on the use of large-scale pelagic driftnets was supported by consensus.
51. The Meeting of the Parties could not reach consensus on the prohibition of deepwater nets.
52. The Meeting of the Parties adopted a CMM prohibiting the use of large scale pelagic drift nets and recommending that Contracting Parties, CNCPs and PFE do not use deepwater gillnets as at Annex Q.

CMM 2016/06 on Listing of IUU Vessels

53. The Meeting of the Parties adopted a CMM on Listing of IUU Vessels as Annex R.

CMM 2016/07 on Authorisation and Notification to Fish

54. The Meeting of the Parties adopted a CMM on Authorisation and Notification to Fish as Annex S.

Agenda Item 12 – Budget

55. The Meeting of the Parties adopted the budget at Annex T for the period July 2016 – to 31 December 2016.
56. The Meeting of the Parties adopted the budget at Annex U for the period 1 January 2017 – 31 December 2017, including EUR 30 000 for scientific support based on the proposal at Annex X.
57. The Meeting of the Parties agreed that contributions for the budgets would be:
 - a. 2016 Mauritius 10,580.19 EUR; other CPs: 22,671.83 EUR each
 - b. 2017: Mauritius 21,623.06 EUR; other CPs: 46,335.13 EUR each
58. Each CP will make the payments according to their national laws and approved budgets. However, CPs agreed to endeavour to pay as soon as possible following receipt of an invoice in order to avoid risk of financial shortcomings restricting Secretariat activities

Agenda Item 13 – Roadmap until 2017 Meeting of Parties

59. The Meeting of the Parties adopted the Roadmap at Annex V.
60. It was agreed to host the next Meeting of the Parties in Mauritius. The dates for this meeting will be decided intersessionally in consultation with Mauritius.
61. The Meeting of the Parties also agreed to host the next meeting of the Scientific Committee in La Reunion from 13-17 March 2017.
62. The Meeting of the Parties agreed to hold a 3 day meeting of the Compliance Committee immediately prior to the next Meeting of Parties dedicated to progressing measures proposed in the MCS System.

Agenda Item 14 – Election of the Chairperson and Vice Chairperson for the next two years

63. In accordance with Rules 5 of the Rules of Procedure, the Meeting of the Parties elected a Chairperson and Vice Chairperson for the next two years as follows:

- Chairperson - Mr Kristofer DU RIETZ from the EU, and
- Vice Chairperson - Mr. Haruo TOMINAGA from Japan.

Agenda Item 15 – Selection of the Executive Secretary – information and endorsement of the decision of the Heads of Delegation meeting

64. The Meeting of the Parties selected Mr Jonathon Lansley for the position of SIOFA Executive Secretary. The selection of the Executive Secretary was undertaken in accordance with the recruitment process agreed at the first Extraordinary Meeting of the Parties (Annex 9 of the meeting report refers).

65. Through Decision 1 (2016) (Annex W refers), the Meeting of the Parties authorised the interim Chairperson, Mr Kristofer du Rietz, (later elected as the Chairperson of the Meeting of the Parties as referred in the agenda item 14) to formally offer the position to Mr Lansley and set out the terms and conditions of the appointment within the remit of the budget and staff regulations adopted by the Meeting of the Parties (agenda items 12 and 9 respectively refer).

66. Pursuant to Paragraph 6.2 of the Staff Regulations, the Meeting of the Parties also agreed that the Executive Secretary could appoint a data manager at the UN P3 level, within the limits of the budget adopted by the Meeting of the Parties. The MoP of the Parties shall endorse intersessionally the proposal made by the Executive Secretary to appoint the data manager.

67. No other business was raised.

Agenda Item 16 – Adoption of the report

68. Due to time constraints, the Meeting of the Parties decided to depart from Rule 15(1) of the Rules of Procedure which provides that the Meeting of the Parties will adopt the official report prior to the close of the meeting, as Contracting

Parties agreed that it was not possible to adopt the report with a quorum of Contracting Parties present.

69. It was agreed that the interim Executive Secretary would circulate the draft report within 5 working days for final adoption 5 working days after circulation (at the latest 22 July 2016).
70. The meeting report was adopted by consensus on 20 July 2016.

Agenda Item 17 – Close of the Meeting

71. Noting all CMMs adopted, the Meeting of the Parties was closed by Dr Ilona STOBUTZKI who replaced the interim Chairperson at the end of the meeting with agreement of all Contracting Parties.
72. The Meeting of the Parties was closed at 21:18, 8 July 2016

Annex A – Opening Speech by Mr Orlando FACHADA, Interim Secretary

Opening speech for the 3rd Session of the South Indian Ocean Fisheries Agreement,

Mr Loïc Armand, Secrétaire Général pour les affaires régionales, représentant M. le Préfet de La Réunion

Mr David Lorion, Vice–Président du Conseil régional de La Réunion

Mr Kristofer du Rietz, SIOFA interim Chairperson,

Dear Delegates and Observers,

Ladies and Gentlemen,

On behalf of Mr. Vella, the European Commissioner for Maritime Affairs and Fisheries, I would like to warmly welcome you, Distinguished delegates and Observers, to the 3rd Session of the South Indian Ocean Fisheries Agreement in La Reunion, France, Outermost Region of the European Union. Mr Vella regrets very much that he is not able to welcome you personally in this lovely location.

The European Union is very pleased to host Contracting Parties, Observers and all participants of the 2016 Annual Session of the SIOFA. I sincerely hope that you all will enjoy your stay in La Réunion, and hope that you find some time, despite the substantial agenda, to enjoy European, French and La Reunion culture and way of life during your stay on this beautiful island in the middle of the Indian Ocean.

The European Union is fully committed to this organisation and its work as a coastal Contracting Party and desires to help strengthen our young organisation as a vital axis for the Indian Ocean fisheries.

Mesdames, Messieurs,

C'est avec ce sentiment d'appartenance aux nations côtières de l'Océan indien que l'Union européenne réaffirme son ferme engagement à contribuer à la gestion durable des ressources halieutiques que nous partageons avec les autres membres de l'APSOI.

L'Accord relatif aux pêches du sud de l'Océan indien, se réunit pour la première fois dans l'île de la Réunion. La Réunion hébergera le siège de notre organisation, qui a déjà pu jeter les bases de son fonctionnement, malgré sa création récente. Le travail déjà accompli nous permet d'ailleurs de nous réunir aujourd'hui ici afin d'approfondir le montage institutionnel de l'APSOI mais aussi pour entamer les discussions visant à l'adoption de mesures de gestion nécessaires à l'accomplissement des objectifs de l'Accord pour les pêcheries du sud de l'Océan indien.

Ladies and Gentlemen,

Subsidiary bodies are now set up and entitled to work. The Scientific Committee in particular has already started by giving some initial indications on how to manage and conserve the stocks under the remit of SIOFA. In this context, I would like to thank Australia and the Scientific Committee Chairperson for the boost they are giving to this scientific body.

We should also be able to start collaborating with other organisations, notably other RFMOs that have overlapping or bordering areas with SIOFA or having stocks straddling or fishing management experiences to share with us.

SIOFA has also to grow in terms of knowledge of its fishing activities; there is still lots of information and data needed. In this context, very likely, some non-members of SIOFA have fishing interest and activities in the area that we should also be aware. They are obviously invited to become members of our organisation as soon as possible.

Mesdames, Messieurs,

Nous croyons que la priorité pour cette réunion annuelle est de renforcer l'opérationnalité de la Réunion des Parties afin de créer les conditions pour que l'APSOI devienne autonome et capable de fixer ses priorités pour les années à venir. Il reste des décisions à prendre dans le cadre administratif et financier, pour ce qui concerne notamment l'accord portant sur la localisation et le fonctionnement du siège, le règlement financier, le règlement du personnel, le budget et le programme de travail pour les mois qui précéderont le démarrage effectif du secrétariat, y inclus la désignation du Secrétaire exécutif.

De plus, il nous faudra discuter quelques propositions portant sur la conservation et la gestion. Dans ce but, l'Union européenne soutiendra l'adoption de mesures de conservation tenant compte des meilleurs avis scientifiques disponibles. En outre, nous devons aussi être en mesure de jeter les bases permettant la mise en œuvre de mesures de gestion, de contrôle et de surveillance de façon à répondre aux exigences d'une pêche responsable et à renforcer la lutte contre la pêche illicite, non déclarée et non réglementée.

To conclude Ladies and Gentlemen,

I would like to invite all Contracting Parties to work together in a constructive spirit and towards joint objectives to make this SIOFA session a success.

Thank you for your attention.

Annex B – Opening Speech by Mr Kristopher DU RIETZ, interim Chairperson

I'm very honoured to be chairing this third Meeting of the Parties of the Southern Indian Ocean Fisheries Agreement. The Agreement itself was signed in Rome on 7th July 2006 and entered into force in June 2012. The first Meeting of the Parties was held in Australia in October 2013. The second Meeting of the Parties, held in Mauritius in March 2015, agreed to base the headquarters in La Reunion.

An extraordinary Meeting of the Parties took place in Brussels in October 2015. Important decisions were taken there for the functioning of this new RFMO – notably the adoption of the Rules of Procedure and Terms of Reference for three subsidiary bodies, the Scientific Committee, the Compliance Committee and the Standing Committee on Administration and Finance. Yesterday we heard the first ever SIOFA report of the Scientific Committee.

The objectives of this Agreement are to ensure the long-term conservation and sustainable use of the fishery resources in the Area and to promote the sustainable development of fisheries in the Area taking into account the needs of developing States bordering the Area that are Contracting Parties to this Agreement, and in particular the least developed among them and small island developing states.

So far SIOFA has been ratified by Australia, the Cook Islands, the European Union, France on behalf of its Indian Ocean Territories, Japan, the Republic of Korea, Mauritius and the Seychelles. Kenya, Madagascar, Mozambique and New Zealand are signatories but have not ratified it.

The priority of this meeting should be to finalise the last administrative steps to make SIOFA fully operational. Decisions will have to be taken on administrative issues (selection of Executive Secretary, selection of a Chairperson and vice-Chairperson and approval of staff regulations), financial issues (financial regulation and budget and the Headquarters Agreement to be hopefully signed between France and SIOFA).

The Meeting should also discuss and take decisions on a number of important Conservation and Management Measures. And the way should be paved for

the establishment of a comprehensive Monitoring, Control and Surveillance System.

I hope the Meeting will be constructive and positive and if we manage to do what we have set out to do SIOFA, at the end of this week, will be ready to take on the world!

Annex C – Opening Speech by Mr David LORION, Vice-Président du Conseil régional de La Réunion representing his President.

***** ASSEMBLEE PLENIERE ACCORD DES PECHERIES DU SUD DE L'OCEAN INDIEN *****

SAINT-DENIS – HOTEL MERCURE CREOLIA – LUNDI 04 JUILLET – 09H00

- ALLOCUTION DE M. DAVID LORION -

Monsieur le Représentant du Préfet de La Réunion,

Monsieur le Président de l'APSOI,

Monsieur le Secrétaire exécutif,

Mesdames, Messieurs les Participants,

Mesdames, Messieurs,

Permettez-moi avant tout d'excuser le Président, Didier ROBERT qui, retenu par d'autres obligations, n'a pas pu être présent parmi nous. Il aurait bien évidemment souhaité être là, mais il a été empêché, en raison d'un agenda particulièrement chargé, et m'a demandé de le représenter et de vous transmettre ses amitiés.

C'est donc en son nom, et en mon nom que je salue l'ensemble des participants présents aujourd'hui. C'est pour moi un immense honneur et aussi un réel plaisir de me retrouver à vos côtés. Cette assemblée plénière qui nous réunit aujourd'hui constitue une étape importante pour l'installation du secrétariat à La Réunion et l'adoption du règlement financier de l'Accord des pêcheries du sud de l'océan indien.

La valorisation des ressources marines constitue, bien évidemment, un des piliers de notre mandat, en faisant de l'océan indien un véritable levier d'innovation, car il représente un potentiel majeur pour positionner La Réunion en pôle d'excellence en matière de tourisme bleu et d'énergies marines renouvelables, car notre objectif est bel et bien de placer la réunion parmi les leaders mondiaux.

Aussi, nous nous devons de réaffirmer cette ambition pour la mer, pour ses activités et son industrie maritime, pour la recherche, et répondre présents aux grands rendez-vous de la croissance bleue. On parle souvent de la croissance verte, mais la croissance bleue est à mon sens tout aussi essentielle.

Et en tant que chef de file du développement économique du territoire, notre contribution est une réponse à ces défis auxquels nous sommes confrontés. Aussi, nous nous attacherons à poursuivre nos efforts pour encourager nos entreprises et tous nos concitoyens dans cette voie qui est celle de la création et de l'innovation.

Nos entreprises ont besoin que l'on continue de leur faire confiance : des règles stables et lisibles, des sources de financement adaptées, des autorités publiques qui soient à leurs côtés pour les aider à innover, grandir et à exporter, voilà ce qui leur donnera la souplesse et la réactivité indispensable dans l'économie d'aujourd'hui et de demain.

Depuis 2015, notre collectivité est autorité de gestion du Fonds Européen de Développement Économique et Régional dont l'enveloppe pour la programmation 2014-2020 est de 1,130 milliard d'euros.

Un positionnement qui s'inscrit là encore dans la continuité de nos actions et nous permet ainsi de défendre et augmenter le montant des fonds structurels à La Réunion mais également d'établir une plus grande cohérence des politiques publiques (européennes, nationales, régionales,) en vue d'une meilleure efficacité des dispositifs pour les entreprises et les porteurs de projets.

La Réunion dispose de centres de ressources technologiques, d'instituts scientifiques et de centres de recherche universitaires, qui constituent un support technique et scientifique solide permettant de concourir aux objectifs de l'APSOI, à savoir la conservation à long terme et l'utilisation durable des ressources halieutiques et la promotion du développement durable des pêches.

Le conseil régional de La Réunion apporte son soutien financier, aux côtés de l'Europe, pour mieux connaître les populations des espèces exploitées dans le bassin maritime de l'Océan Indien, en valorisant les compétences et les expertises locales.

De même, plusieurs actions encouragent le développement de programmes de recherche et d'innovation visant à améliorer les techniques de pêche durable, ainsi que le renforcement de la collaboration entre pays riverains afin de garantir une gestion durable des ressources partagées.

La croissance bleue est un secteur à haute valeur ajoutée et il est aujourd'hui essentiel de tout mettre en œuvre pour une politique intelligente et adaptée aux réalités de la pêche locale. Il est important d'avoir une vraie visibilité, de pouvoir fixer des perspectives. Les acteurs économiques réunionnais ont besoin de repères, de points fixes et de cohérence.

L'océan Indien offre un potentiel considérable d'innovation et de croissance. Nous devons soutenir la croissance durable des secteurs maritimes dans leur ensemble (littoral et espaces marins). Mers et océans sont des moteurs de l'économie et parfaitement adaptés au contexte réunionnais et aux potentiels de développement de ce secteur dans toutes ses composantes.

Comme l'a pu affirmer à plusieurs reprises déjà, le Président, La Réunion est une terre d'équilibre : une terre de France, une terre d'Europe, mais aussi une Terre de l'Océan Indien. C'est en prenant en compte ces trois dimensions à la fois que la Réunion sera cette terre de succès et de

dynamisme pour laquelle nous sommes tous engagés.

Un dynamisme auquel nous devons nécessairement associer le domaine de la pêche et l'aquaculture.

La situation géographique de La Réunion dans la région sud de l'océan indien est un atout qu'il est nécessaire de valoriser, d'une part en développant les savoirs faire compétitifs correspondant aux impératifs de développement des pays de la zone et d'autre part en soutenant le développement économique à l'international à la conquête des marchés insulaires et intertropicaux.

Nous avons tous un rôle important à jouer dans la configuration de la société réunionnaise de demain. Ainsi, le dialogue et l'effort partagé par l'ensemble des acteurs sont des éléments-clé, afin de parvenir à un développement efficient de nos entreprises réunionnaises et une redynamisation de l'emploi.

Cette réunion qui nous réunit tous aujourd'hui, établit, à mon sens, un cadre privilégié qui nous permettra, collectivement, de partager les progrès accomplis et de formuler des propositions concrètes de manière à relever ensemble le défi du développement économique et de l'emploi. Un défi qui passe aussi, aujourd'hui, par un cadre réglementaire de la pêche ,dans l'océan indien, qui soit efficient et puisse correspondre à nos réalités.

Je vous remercie de votre attention.

Annex D – Opening Speech by Mr Loïc ARMAND, Secrétaire général pour les affaires régionales Representing the Préfet of La Réunion

Discours de M. le Secrétaire général aux affaires régionales à l’occasion de l’ouverture de la session plénière de l’Accord des Pêches du Sud de l’Océan Indien (APSOI) à Saint-Denis de La Réunion le lundi 4 juillet 2016, Hôtel Mercure Creolia

Monsieur le président,
Monsieur le secrétaire exécutif,
Monsieur le vice-président du conseil régional,
Mesdames et messieurs les chefs de délégation,
Mesdames et messieurs,

Au nom de l’État français et au nom de M. Dominique Sorain, préfet de la région Réunion, préfet de La Réunion, qui m’a prié de l’excuser auprès de vous en raison de l’arrivée en ce moment même de Madame George Pau-Langevin, ministre des outre-mer, en déplacement officiel à La Réunion, je voudrais vous souhaiter la bienvenue à La Réunion à l’occasion de cette troisième session de l’Accord des Pêches du Sud de l’Océan Indien (APSOI). Nous sommes très honorés que notre île ait été choisie pour accueillir cet événement majeur pour l’organisation duquel les services de l’État, mais aussi les partenaires privés, se sont mobilisés afin de vous accueillir au mieux. J’espère que ces journées de travail intenses seront aussi l’occasion pour vous de découvrir les richesses de ce territoire.

C’est pour la France en général et pour l’île de la Réunion en particulier un grand honneur, qui vient consacrer les efforts entrepris localement depuis plusieurs années déjà pour donner à cette partie de l’océan Indien la place qui

lui revient dans les négociations internationales.

La partie de l’océan Indien où nous nous situons, qui comprend l’archipel des Mascareignes (Réunion, Maurice, Rodrigues), Madagascar, les Comores et le canal du Mozambique est une zone stratégique en prise directe avec les enjeux de la mondialisation, que ce soit au niveau du transport maritime, des activités halieutiques ou encore de la recherche et où beaucoup de choses restent à faire.

Je m’emploie avec mes services à animer une coopération régionale permettant de faire porter auprès d’instances telles que la vôtre la voix des acteurs de la région. Cette activité porte manifestement ses fruits puisque nous avons accueilli il y a peu – et certains d’entre vous y étaient- la session plénière de la Commission des thons de l’Océan Indien (CTOI) et que nous sommes réunis aujourd’hui dans la ville qui accueillera le secrétariat permanent de l’APSOI.

La filière pêche constitue le deuxième poste d’exportation à la Réunion, après la canne à sucre. Elle est très diversifiée et comprend des grandes unités pratiquant la pêche industrielle en haute mer, des unités de taille moyenne pratiquant la pêche hauturière et des barques restant à proximité de nos côtes. Nous avons donc ici un intérêt direct dans la zone de régulation de l’APSOI, avec notamment une volonté de nos armateurs de s’y impliquer davantage, mais toujours dans une logique de développement durable. Nous consacrons des efforts importants pour suivre au mieux l’activité de nos navires dans les eaux internationales ainsi que dans les eaux sous souveraineté française. Nous mettons pour cela en œuvre des moyens importants (navires de haute mer, aéronefs) et des technologies modernes (balises VMS, surveillance radar des zones), sous le contrôle opérationnel d’un centre régional de surveillance des pêches (le CROSS Réunion). Nous attachons beaucoup d’importance à ce que nos actions s’inscrivent dans le cadre de coopérations multilatérales impliquant des pays aux niveaux de développement variés comme par exemple la Commission de l’Océan Indien et son projet Smart Fish. J’ai noté qu’en plus de la désignation du secrétaire exécutif et de l’adoption du règlement extérieur, les travaux de l’APSOI vont également se focaliser sur la politique de contrôle, ce

qui me laisse à penser que les services de l'État à la Réunion sont en phase avec les objectifs de la l'APSOI.

Enfin je n'oublie pas qu'accueillir une session plénière de l'APSOI à la Réunion, c'est l'accueillir au sein de l'Union Européenne, et je sais toute l'importance que revêt la politique commune des pêches, qui s'applique ici, et l'importance qu'elle accorde à une approche raisonnée de la gestion des stocks, basée sur le respect des écosystèmes et l'attente d'un niveau de biomasse raisonnable.

Ainsi, je souhaite que les débats qui auront lieu durant cette semaine se déroulent dans des conditions optimales et que des accords satisfaisant l'ensemble des parties tout en permettant de garantir une pêche durable puissent être adoptés.

Je terminerai en vous rappelant que Madame la préfète des Terres Australes et Antarctiques Françaises aura le plaisir de vous recevoir dans sa résidence demain soir à 19h30 heures pour une réception officielle.

Je vous remercie de votre attention

Annex E – List of Contracting Parties and Observers in attendance

3rd Session of the South Indian Ocean Fisheries Agreement - SIOFA Saint-Denis, La Réunion, France, 3 - 8 July 2016			
Delegation	Name	Fonction	Email
Chairs	Mr. Kristofer du RIETZ	Chairperson	Kristofer.DU-RIETZ@ec.europa.eu
	Mrs. Ilona STOBUTZKI	SC Chairperson	Ilona.Stobutzki@agriculture.gov.au
SIOFA Contracting Parties			
Australia	Mr. Gordon NEIL	Head of Delegation	Gordon.Neil@agriculture.gov.au
	Mrs. Kerrie ROBERTSON	Alternate	Kerrie.robertson@agriculture.gov.au
	Mrs. Nicole LYAS	Alternate	Nicole.Lyas@agriculture.gov.au
	Mr. George DAY	Alternate	george.day@afma.gov.au
	Mr. Rhys ARANGIO	Advisor	
Cook Islands	Mr. Tim COSTELLOE	Head of Delegation	t.costelloe@mmr.gov.ck
	Mr. Graham PATCHELL	Advisor	Graham.Patchell@sealord.co.nz
European Union	Mr. Orlando FACHADA	Head of Delegation	Orlando.Fachada@ec.europa.eu
	Mr. Jonathan LANSLEY	Alternate	Jon.LANSLEY@ec.europa.eu
	Mr. Etienne de la Fouchardière	Advisor	etienne.de-la-fouchardiere@outre-mer.gouv.fr
	Mr. Luis López ABELLÁN	Advisor	luis.lopez@ca.iao.es
	Mr. Pedro Sepúlveda ANGULO	Expert	psepulve@magrama.es
	Mr. Jonathan Vila GRAÑA	Expert	jvila@pesqueravila.com
	Mr. Denis MEHNERT	Expert	denis.mehnert@developpement-durable.gouv.fr
	Mr. Nicolas MARIEL	Expert	nicolas.mariel@developpement-durable.gouv.fr
	M. Dominique PERSON	Expert	dominique.person@developpement-durable.gouv.fr
	Mr. Sylvain BONHOMMEAU	Expert	Sylvain.Bonhommeau@ifremer.fr
France (TAAF)	Mr. Vincent LELIONNAIS	Head of Delegation	vincent.lelionnais@developpement-durable.gouv.fr
	Mr. Thierry CLOT	Alternate	thierry.clot@taaf.fr
	Mr. Alexis GOUIN	Alternate	alexis.gouin@taaf.fr
	Mr. Laurent PINAULT	Expert	
	Mr. Laurent NICOLLE	Expert	lnicolle@sapmer.com
Japan	Mr. Haruo TOMINAGA	Head of Delegation	haruo_tominaga170@maff.go.jp
	Mrs. Ayako MASUDA	Alternate	ayako.masuda@mofa.go.jp
	Mrs. Hitomi OZAWA	Expert or advisor	
	Dr. Tsutomu NISHIDA	Expert or advisor	
	Mr. Junichiro OKAMOTO	Expert or advisor	
	Mr. Tomonori SAKINO	Expert or advisor	
	Dr. Takaya NAMBA	Expert or advisor	
Republic of Korea	Mr. Kim SUNGHO	Head of Delegation	shkim1013@korea.kr
	Mrs. Kim JIHYUN	Advisor	zeekim@ifrc.org
	Mr. Cho YANGSIK	Advisor	
	Mr. Gab Joo BAE	Advisor	
Seychelles	Mr. Roy CLARISSE	Head of Delegation	royc@sfa.sc
Observers			
China	Mr. Gang ZHAO	Head of Delegation	admin1@tuna.org.cn
	Mr. Siquan TIAN		sqtian@shou.edu.cn
	Mr. Wei YU		yuw.ei806326@163.com
Thailand	Dr. Chumnarn PONGSRI	Head of Delegation	chumnarnp@gmail.com
SIODFA*	Mr. Brian FLANAGAN	Head of Delegation	albacore@iafrica.com
	Mr. Ross SHOTTON	Alternate	r_shotton@hotmail.com
	Mr. Susumu OIKAWA	Delegate	smme.oikawa.4624@nifty.com
	Mr. Makoto KATO	Delegate	m-kodama@katf.co.jp
IUCN*	Mrs. Florence GALETTI	Delegatee, IRD	antonia.leroy@gmail.com
	Mrs. Antonia LEROY	Delegatee, IRD	florence.galletti@ird.fr
DSCC*	Mr. Duncan CURRIE	Head of Delegation	duncanc@globelaw.com
Executive secretary candidates			
	Mr. Jonathon BARRINGTON	ES Candidat	Jonathon.Barrington@aad.gov.au
	Mr. Jonathan LANSLEY	ES Candidat	Jon.LANSLEY@ec.europa.eu
	Mr. Marc TACONET	ES Candidat	taconet.marc@gmail.com
Interpreters			
	Mrs. Anna ASPERTI-CÔME	Interpreter	anna.asperti@wanadoo.fr
	Mr. James CHRISTIE	Interpreter	james.christie@gmail.com
Executive secretary			
	Mr. Orlando FACHADA	Interim ES	Orlando.Fachada@ec.europa.eu
	Mrs. Annick SIMON	Secretary	siofa@developpement-durable.gouv.fr

Annex F – Agenda



EUROPEAN COMMISSION
DIRECTORATE-GENERAL FOR MARITIME AFFAIRS AND FISHERIES

INTERNATIONAL AFFAIRS AND MARKETS
**INTERNATIONAL AFFAIRS, LAW OF THE SEA AND REGIONAL
FISHERIES ORGANISATIONS**

Brussels,

Annotated Agenda

Meeting of the Parties – Saint Denis, La Réunion, 3 – 8 October 2015

Chairperson: Mr Kristofer Du Rietz, Adviser to DG MARE Director of International Affairs and Markets.

Unless otherwise decided and as expressed in the previous Meeting of the Parties the thematic discussions on specific administrative working documents - Financial Regulation, Headquarters Agreement and Staff regulations - will be led by the Delegation that steered the discussions or prepared the respective administrative documents:

- Korea would lead the discussions on Staff regulations;
- France would lead on the Financial Regulation and Headquarters Agreement;
- The Chairperson/EU will chair all other points.

The Head of Delegation meeting to deal with Executive Secretary matters will start the 3 June at 9 am to decide on the questions for the interviews with candidates.

The Meeting of the Parties will start at 10.30 with the point 2 on the agenda and the Head of Delegation meeting will resume at 2 pm with candidates interviews.

(Sunday 8.30h registration followed by the Head of Delegation meeting)

1. Opening of the Session:

- Mr Orlando Fachada, Head of EU Delegation acting interim Secretary;
- Mr Kristofer Du Rietz (Chairperson), Adviser to DG MARE Director of international Affairs and Markets;
- Mr Didier Robert, Président du Conseil régional de La Réunion;
- Mr Dominique Sorain, Préfet de La Réunion.

2. Presentation of Contracting Parties Delegations (Chair).

The Heads of Delegation will make their opening statements, if any, and introduce members of their delegations.

3. Admission of Observers (Chair)

4. Approval of the agenda (Chair) and arrangements for the Session (UE)

The Meeting will review and adopt the agenda. Delegations will be informed of any practical arrangements for the meeting.

5. Report of the first Session of the Scientific Committee (SC) (SC Chairperson).

Presentation of the report and works of the first SC and exchanges on the main SC recommendations.

6. Presentation of Conservation and Management Measures (Chair/Contracting Parties (Chair),

- CMM for the management of bottom fishing in the SIOFA Area
- CMM on standards for the collection, reporting, verification and exchange of data
- CMM on vessels without nationality
- CMM for the prohibition of large-scale pelagic drift nets and deep-water gillnets.

General presentation of the Conservation measures tabled to this session by proponent Contracting Parties. Further discussions on these Conservation and Management Measure will be resumed on point 11.

7. Financial Regulation (FR, France).

Discussion and, if possible, adoption of the Financial Regulation (FR) using the amended FR distributed to all Contracting Parties before the meeting.

8. Headquarters Agreement (France)

Presentation, discussion and, if possible, adoption of the Headquarters Agreement using the document distributed to all Contracting Parties before the meeting.

9. Staff Regulation (Korea)

Presentation, discussion and, if possible, adoption of the Staff Regulation using the document distributed to all Contracting Parties before the meeting.

10. System of Monitoring, Control and Surveillance (Chair)

The EU will present the System of Monitoring, Control and Surveillance using the document distributed to all Contracting Parties before the meeting. This presentation will be followed by discussions and, if possible adoption of the document.

11. Conservation and Management Measures

Discussion/adoption of Conservation and Management Measures (Chair/Contracting Parties) following point 6.

12. Budget (Chairperson)

The interim Executive Secretary will present the draft budget using the document distributed to all Contracting Parties before the meeting. This presentation will be followed by discussions and adoption of the document.

13. Roadmap until 2017 Meeting of the Parties (Chair)

The interim Executive Secretary will present the Roadmap using the document distributed to all Contracting Parties before the meeting. This presentation will be followed by discussions and adoption of the document.

14 Election of the Chairperson and Vice Chairperson for the next two years (Chair/interim secretary)

The candidates for Chairperson and Vice Chairperson will be presented for selection.

15 Selection of the Executive Secretary (Chair)

The Chair informs on the decision made by Heads of Delegation regarding the Executive Secretary for endorsement by the Meeting of the Parties.

16. Any Other Business (Chair/Interim Secretary)

- Status of future observers;
- Information and discussions on the draft Executive Secretary contract.

17. Adoption of the report (Chair)

Review and adoption of the draft report prepared by the rapporteur.

18. Close of the Meeting (Chair)

Annex G – Scientific Committee's Work Plan

SIOFA Scientific Committee Work Plan

The SIOFA Scientific Committee (SC) Work Plan provides the overarching plan to guide the SC in providing advice to the Meeting of the Parties (MoP). The SC Work Plan is required under the SC Terms of Reference and needs to be provided to the Meeting of the Parties. The SC Work Plan, including work undertaken as part of the associated Research Priorities Plan and Operational Work Plan, will be undertaken in accordance with articles 7(1)(a) and 7(1)(b) of the SIOFA Agreement.

This SC Work Plan is intended to ensure scientific rigour is applied to scientific decision making processes in SIOFA. The Work Plan is supported by a Research Priorities Plan and an Operational Work Plan.

The timeframe for the SC Work Plan is 3-5 years and it will be reviewed annually in accordance with the SC Terms of Reference.

Scientific Committee Work Plan themes

At SIOFA 1, the Meeting of the Parties agreed that the Scientific Committee's Work Plan should include, but not be limited to, the following priority 'themes':

- Scientific data standards for the collection, reporting, verification and exchange of data
- Advice on vulnerable marine ecosystems
- Current and historical status of fishing activities
- Stock assessments
- Advice on the impacts of fishing on associated and dependent species
- Any other advice that the MoP requests.

The SC will adopt these themes as basis for its first work plan.

Additional work of the SC may include:

- contribution to the formulation of Bottom Fishery Impact Assessment Standards (BFIAS) for the SIOFA area
- advice on new and exploratory fisheries;
- advice on the scientific aspects of CMMs.

Themes may be added or removed depending on the objectives of the SC and in response to directions from the MoP and other relevant SIOFA bodies.

Annex H – Budget proposal for science activities

Working Paper – Draft Budget proposal for science activities, for comment

Background

The report of the first Scientific Committee (SC) includes the SC Work Plan that the MoP adopted with an amendment.

The SC provided an Operational Work Plan (Annex O) which identifies the research activities under the SC Work Plan themes. The timeframe for completing the research activities were identified.

After the presentation of the SC Report (Agenda 5) the Chair of the MoP requested the SC Chair advices on research activities that might be considered in the Budget to support the work of the SC.

Suggestions for consideration

The SC Chair (informed by discussion with SC scientists present) suggests the MoP consider these research activities in their Budget discussion:

1. Progressing database development and data consolidation. This is critical to progressing stock assessments, developing a SIOFA wide fishing footprint and mapping and understanding VME location. (This work may be planned to be undertaken by Secretariat staff once established – but it could be included in the Budget to start or speed up the process, or provide specialist expertise)
2. Start the analysis of existing acoustic data (Collected by industry vessels). The SC discussed that these data may be important for stock assessments (initially orange roughly). These data need to be reviewed, to consider such things as the uncertainty in species composition and check the calibration of the systems. The data from one or two grounds could be analysed to estimate biomass and the associated uncertainties. This is estimated as ~1 month work for the appropriate expert (~AUS\$45k - \$55k).

Annex I – Financial Regulations

Financial Regulations of the Meeting of the Parties

REGULATION 1 - APPLICATION

- 1.1 These Regulations shall govern the financial administration of the Meeting of the Parties.

REGULATION 2 - FINANCIAL YEAR

- 2.1 The financial year shall be the period from the 1 January to 31 December, both dates inclusive.

REGULATION 3 – BUDGET

- 3.1 The Executive Secretary shall prepare draft budgets in accordance with Article 5(4) of the Agreement comprising estimates of receipts and proposed expenditures by the Meeting of the Parties and any subsidiary bodies established pursuant to Article 7 of the Agreement for the ensuing two financial years. The draft budget and annual contributions shall be assessed in euro.
- 3.2 The draft budget shall, in the relevant financial year, make provisions for the costs associated with holding:
- a) any Ordinary or Extraordinary Meeting of the Parties, and any meeting of a subsidiary body, that will be held by the Secretariat in La Réunion, in the absence of an invitation from a Contracting Party or another host as otherwise agreed by the Meeting of the Parties according to Rule 1(2) of the Rules of Procedure; and
 - b) every second Ordinary Meeting of the Parties held in Mauritius pursuant to Rule 1(2) of the Rules of Procedure.
- 3.3 The estimates and forecast shall be divided into items, and if necessary into sub-items, and shall be accompanied by information requested by the Meeting of the Parties or which the Executive Secretary may deem useful and necessary.
- 3.4 The draft budget should include provision to allocate funds towards financial assistance for the purposes outlined in article 13.4 of the Agreement which pertains to support for developing States bordering the Area, in particular the least developed among them and small island developing States and, where appropriate, territories and possessions, in accordance with decisions reached by the Meeting of the Parties.
- 3.5 The appointed Executive Secretary shall submit the draft budget to Official Contacts at least
60 days prior to the ordinary Meeting of the Parties.
- 3.6 Until such time as the Meeting of the Parties establishes a Standing Committee on Administration and Finance, the functions of the Standing Committee on

Administration and Finance, outlined in these Regulations shall be carried out by the Meeting of the Parties.

- 3.7 The Standing Committee on Administration and Finance shall normally be held once a year during the ordinary Meeting of the Parties, unless the Meeting of the Parties decides otherwise. The Standing Committee on Administration and Finance shall examine the draft budgets and the Financial Report described in Regulation 9.1. The Standing Committee on Administration and Finance shall report thereon to the Meeting of the Parties, including recommendations. After consideration of the Standing Committee on Administration and Finance's report and after any necessary adjustments or revisions have been made, the Meeting of the Parties shall adopt the budget for the ensuing financial year.
- 3.8 If the Meeting of the Parties is unable to adopt a budget, the level of contributions to the administrative budget of the Meeting of the Parties shall be determined in accordance with the budget for the preceding year for the purposes of meeting administrative expenses for the following year until such time as a new budget can be adopted by consensus.

REGULATION 4 - APPROPRIATIONS

- 4.1 The appropriations adopted by the Meeting of the Parties in the budget shall constitute an authorisation to the Executive Secretary to incur obligations and make payments for the purposes up to the amounts outlined in the budget.
- 4.2 Appropriations shall remain available for 12 months following the end of the financial year to which they relate to the extent that they are required to discharge obligations incurred during that financial year. At the end of the 12-month period, any unliquidated prior year obligations shall be cancelled, or, where the obligations remain a valid charge, transferred as obligations against current appropriations.
- 4.3 The Executive Secretary may authorise the transfer of up to 10 per cent of appropriations between sub-items of an item. The Chairperson may authorise the Executive Secretary to make transfers between sub-items of an item above this limit. The Chairperson may authorise the Executive Secretary to make transfers of up to 10 percent of appropriations between items. The Meeting of the Parties may authorise the transfer of appropriations between items above this limit. All transfers will be reported by the Executive Secretary in the Financial Report.
- 4.4 The Executive Secretary may also enter into obligations for future financial periods when such obligations are for program activities which have been approved by the Meeting of the Parties and will continue beyond the end of the current financial year.

REGULATION 5 - ANNUAL CONTRIBUTIONS

- 5.1 During a three-year period following the adoption of these financial regulations, the contributions of Contracting Parties and participating fishing entities shall be decided annually by the Meeting of the Parties taking due consideration to the developing

States bordering the Area, in particular the least developed among them and small island developing States and, where appropriate, territories and possessions.

5.2 At the conclusion of the three-year period specified in the Regulation 5.1, each Contracting Party and participating fishing entity shall contribute to the annual budget of the Meeting of the Parties. Pursuant to Article 5.4 of the Agreement, contributions shall be made in accordance with the following formula:

a) a basis representing 10 per cent of the total budget equally divided among all the Contracting Parties and participating fishing entities;

b) National wealth component of 30 per cent:

- half of which shall be divided among the Contracting Parties and participating fishing entities according to their respective Gross National Income (as defined by the World Bank or, in the specific case of participating fishing entities, an equivalent institution);
- half divided among Contracting Parties and participating fishing entities according to their Gross National Income per capita (as defined by the World bank or, in the specific case of participating fishing entities, an equivalent institution); and

c) 60 per cent of the total budget shall be allocated among the Contracting Parties and participating fishing entities in proportion to their average catch in the three calendar years beginning four years before the calendar year during which the budget is adopted.

5.3 The Executive Secretary shall notify each Contracting Party and participating fishing entity of its annual contribution as prescribed in the budget no later than 7 working days following the formal adoption of the budget.

5.4 Annual contributions are due 90 days after the receipt of information from the Executive Secretary referred to in Regulation 5.3 and no later than 30 November of each year. The Meeting of the Parties has the authority to permit extensions for a further 90 days for individual Contracting Parties or participating fishing entities that are unable to comply with this Regulation. After that date, any unpaid balance shall be considered to be in arrears. The Meeting of the Parties may determine that a developing Contracting Party or participating fishing entity that is in arrears may not receive financial assistance to travel to Meetings of the Parties pursuant to article 13.4 of the Agreement.

5.5 A new Contracting Party that becomes a Party during the first six months of the financial year shall be liable to pay, within 90 days, the full amount of the annual contribution which would have been payable had it been a Contracting Party when assessments were made. A new Contracting Party that becomes a Party during the last six months of the financial year shall be liable to pay, within 90 days, half of the

amount of the annual contribution which would have been payable had it been a Contracting Party when assessments were made.

- 5.6 The Executive Secretary shall submit to each ordinary Meeting of the Parties a report on the collection of annual contributions received and any other income received. The Executive Secretary shall include this information in the Financial Report provided to Official Contacts pursuant to Regulation 9.2.

REGULATION 6 - VOLUNTARY CONTRIBUTIONS

- 6.1 A Contracting Party or participating fishing entities Entity may make a voluntary contribution for a specific purpose separate from its assessed annual contribution. Voluntary contributions offered by organisations or individuals may be accepted by the Meeting of the Parties and shall be designated for a specific purpose.

REGULATION 7 FUNDS

- 7.1 There shall be established proper books of account for the purpose of accounting for the receipts and expenditures of the Meeting of the Parties, including a General Account, into which annual membership contributions will be paid and any such other account as the Meeting of the Parties may decide to establish.
- 7.2 The Meeting of the Parties will approve the quantum of funds to be allocated for the purposes outlined in Article 13.4 of the Agreement consistent with the annual budget and programme activities as agreed by the Meeting of the Parties.
- 7.3 The receipts credited to the General Account shall include:
- a) annual contributions paid under Regulation 5.2;
 - b) excess of receipts over expenditures at the end of the financial year;
 - c) the balance of any unexpended appropriations at the end of the 12-month period specified in Regulation 4.2;
 - d) refunds, from any source, of prior year's expenditures of the Agreement;
 - e) voluntary contributions received from Contracting Parties and participating fishing entities, observers and any other entities, with the condition that no offset can be granted for the payment of such contributions; and
 - f) any other incomes accruing to the Meeting of the Parties other than those credited to other accounts established by the Meeting of the Parties.
- 7.4 Monies available in the General Account, or any other account established by the Meeting of the Parties, may be used to the extent necessary to finance appropriations pending receipt of annual payments by Parties to the Agreement.

- 7.5 The Meeting of the Parties shall, on the basis of advice from the Standing Committee on Administration and Finance, if any, prescribe conditions under which the Chairperson may authorise expenditure from the General Account or any other account established by the Meeting of the Parties to meet unforeseen and extraordinary expenses.
- 7.6 The Standing Committee on Administration and Finance and the Meeting of the Parties shall review the amount available in the General Account and any other account established pursuant to Regulation 7.1 during each ordinary meeting. Insofar as possible, the Meeting of the Parties shall anticipate expenditures during the succeeding three years and shall attempt to maintain the General Account and any other account established pursuant to Regulation 7.1 at a level sufficient to finance operations during the first three months of the financial year plus an amount up to a maximum of 10 % of the annual budget for the current financial year for use in an emergency.
- 7.7 The Meeting of the Parties may agree to carry over residual funds for the matters outlined in Regulation 7.4.
- 7.8 Any fund dedicated to the purposes outlined in Article 13.4 of the Agreement shall be administered in accordance with guidelines agreed by the Meeting of the Parties and annexed to these Regulations.

REGULATION 8

BOOKS OF ACCOUNT

- 8.1 The Executive Secretary shall ensure that appropriate records and accounts are kept of the financial transactions and affairs of the Meeting of the Parties. He/she shall also ensure that all payments out of the General Account (or any other account established under Regulation 7) are correctly made and properly authorised, and that adequate control is maintained over the assets of, or in custody of, the Meeting of the Parties and over incurring of liabilities by the Meeting of the Parties.
- 8.2 The Executive Secretary shall maintain such accounting records as are necessary for each financial year, including:
- a) revenue and expenditures;
 - b) the status of appropriations, including:
 - i) the original budget appropriations;
 - ii) transfers between appropriation categories;
 - iii) amounts charged against appropriation categories;

d) the status of the General Account and other accounts established under regulation 7;

e) funds held in currencies other than euro; and

f) the status of investments, and any other financial assets or liabilities of the Meeting of the Parties, including losses or assets proposed.

- 8.3 The Executive Secretary may, after full investigation, authorise the writing off of losses of cash, stores, and other assets, provided that a statement of all such amounts written off shall be submitted to the Meeting of the Parties and the auditors with the annual financial statement.

REGULATION 9

FINANCIAL REPORTING

- 9.1 The Executive Secretary shall prepare an annual Financial Report providing an overview of the budget position, annual financial statements for the financial year to which they relate for all accounts and for any funds held in reserve in accordance with the requirements of Regulation 8.
- 9.2 The Financial Report shall be submitted by the Executive Secretary to the external auditor no later than 60 days following the end of the financial year to enable the preparation of the Auditor's Report described in Regulation 11.8.
- 9.3. The Executive Secretary will provide the Financial Report and external Auditor's Report to Official Contacts not later than 1 June in the next financial year.
- 9.4 The Standing Committee on Administration and Finance will consider the Financial Report and Auditor's Report at its next meeting held during the ordinary Meeting of the Parties.

REGULATION 10

CUSTODY AND INVESTMENT OF FUNDS

- 10.1 The Executive Secretary shall designate the financial institution/s in which the funds of the Meeting of the Parties shall be kept and shall report the identity of that financial institution/s in the next Financial Report.
- 10.2 The Meeting of the Parties may authorise the Executive Secretary on a case by case basis to make short-term investments of monies not needed for the immediate requirements of the Meeting of the Parties. Such investments shall be restricted to securities and other investments issued under Government guarantee. The details of investments transactions and revenue derived shall be reported in the annual financial statement.

- 10.3 With regard to monies held in trust or special funds for which use is not required for at least 12 months, longer-term investments may be authorised by the Meeting of the Parties on a case by case basis provided that such action is consistent with the terms and conditions under which the monies were lodged with the Meeting of the Parties.

REGULATION 11

EXTERNAL AUDIT

- 11.1 The Meeting of the Parties shall, through an appropriate procurement process and in consultation with the Executive Secretary, select and engage an independent external auditor for a three year term with the option of renewal for a further three years. The costs of this service are to be included in the annual budget.
- 11.2 The Executive Secretary will provide to the auditor and his or her staff unrestricted access at all convenient times to all books of account and records which are, in the opinion of the auditor, necessary for the performance of the audit. The auditor and/or his or her staff may make copies of, and take extracts from, such accounts and records. Information classified in the records of the Executive Secretary as confidential, and which is required for the purposes of the audit, shall be made available upon request to the Executive Secretary, provided the auditor agrees to respect the confidentiality of the information.
- 11.3 Having regard to the budgetary provisions for the audit, the auditor shall perform such an audit as he or she deems necessary to certify:
- a) that the financial statements accord with the books and records of the Meeting of the Parties;
 - b) that the financial transactions reflected in the statements have taken place in accordance with the relevant SIOFA rules and regulations, the budgetary provisions, and other applicable directives; and
 - c) that the monies on deposit and on hand have been verified by a statement from relevant financial institutions.
- 11.4 Subject to the directions of the Meeting of the Parties, the auditor shall judge the acceptance in whole or part of the Financial Report provided by the Executive Secretary and may proceed to such detailed examination and verifications as he or she chooses of all financial records, including those related to supplies and equipment if considered necessary.
- 11.5 The auditor may affirm by test the reliability of the control maintained over assets as described in Regulation 8.1 and may make such reports with respect thereto as he or she may deem necessary.

- 11.6 The auditor shall have no power to remove items in the accounts, but shall draw to the attention of the Chairperson of the Standing Committee on Administration and Finance and the Executive Secretary any transaction which he or she considers may not be in compliance with these regulations or is otherwise improper. The Chairperson of the Standing Committee on Administration and Finance shall inform the Meeting of the Parties of these concerns.
- 11.7 The auditor shall conduct an examination of the financial statement in conformity with generally accepted auditing standards and shall report on all relevant matters including:
- a) whether, in his or her opinion, the financial statements in the Financial Report are based on proper accounts and records;
 - b) whether the financial statements in the Financial Report accord with the accounts and records;
 - c) whether, in his or her opinion, the income, expenditure and investment of moneys, the acquisition and disposal of assets and the management of liabilities by the Meeting of the Parties during the year has been in accordance with these Regulations; and
 - d) observations with respect to the efficiency and economy of the financial procedures and conduct of business, the accounting system, internal financial controls and the administration and management of the Meeting of the Parties.
- 11.8 The auditor shall provide the Audit Report to the Executive Secretary and the Chairperson of the Standing Committee on Administration and Finance not later than 90 days after having received the year's Financial Report from the Executive Secretary.
- 11.9 The Chairperson of the Standing Committee on Administration and Finance shall forward to the Meeting of the Parties any comments the Standing Committee on Administration and Finance may have made on the Audit Report.
- 11.10 Following consideration of the Financial Report, the Audit Report, and any comments from the Standing Committee on Administration and Finance, the Meeting of the Parties shall take such action as it may consider appropriate.

REGULATION 12

DELEGATION OF AUTHORITY

- 12.1 With the written agreement and in the limits fixed by the Chairperson of the Meeting of the Parties, the Executive Secretary may delegate to other employees of the Secretariat such of his or her powers as he or she considers necessary for the effective implementation of these Regulations.

REGULATION 13

INTERPRETATION

- 13.1 The Chairperson of the Meeting of the Parties shall rule, in cases of doubt, as to the interpretation and application of any of these Regulations. Such rulings shall be forwarded to the Standing Committee on Administration and Finance and Official Contacts.

REGULATION 14

AMENDMENT

- 14.1 These Financial Regulations may be amended by the Meeting of the Parties in accordance with Article 8 of the Agreement.

Annex J – Resolution on the Headquarters Agreement

SOUTHERN INDIAN OCEAN FISHERIES AGREEMENT

Resolution on the Headquarters Agreement

The Meeting of the Parties to the Southern Indian Ocean Fisheries Agreement:

HAVING REGARD to Article 9 of the Agreement regarding the establishment of the Secretariat of the Southern Indian Ocean Fisheries Agreement (the Secretariat);

RECALLING that the European Union, on behalf of the French Republic, offered to host the Secretariat in Réunion Island, France;

NOTING the report of the second session of the Meeting of the Parties to the Southern Indian Ocean Fisheries Agreement (the Agreement), held in Mauritius from 17 to 20 March 2015, and in particular Agenda Item 7 on the decision by consensus to establish the Headquarters of the Secretariat in Saint-Denis, Réunion Island, France;

DESIRING to adopt a headquarters agreement for the Secretariat to define its legal personality, capacity, privileges and immunities in the territory of the French Republic; and

FURTHER NOTING the decision adopted by the third Meeting of the Parties to appoint an Executive Secretary;

Decides, in accordance with paragraph 3 of article 8 of the Agreement:

1. to establish the Secretariat in Saint-Denis, Réunion Island, France;
2. to adopt the Agreement between the Government of the French Republic and the Secretariat of the Southern Indian Ocean Fisheries Agreement concerning the headquarters of the Secretariat and its privileges and immunities in French Territory (the Headquarters Agreement);
3. that the Secretariat shall have international legal personality, and capacity limited to the extent necessary to conclude the Headquarters Agreement with the Government of the French Republic and to implement its provisions;
4. that the Secretariat shall exercise its legal capacity within the territory of the French Republic, as provided for in the Headquarters Agreement, only to the extent authorised by the Meeting of the Parties;

5. to authorise and request the Executive Secretary of the Interim Secretariat to sign the Headquarters Agreement on behalf of the Secretariat and to notify the Government of the French Republic, in writing, pursuant to paragraph 1 of Article 23 of the Headquarters Agreement, that the Secretariat's requirements for the entry into force of the Headquarters Agreement have been complied with;
6. to request the Executive Secretary to inform all Contracting Parties, Cooperating non Contracting Parties, Participating Fishing Entities and Signatory States to the Agreement of the dates of the notifications referred to in paragraph 1 of Article 23 of the Headquarters Agreement;
7. to instruct the Secretariat to implement the provisions of the Headquarters Agreement upon its entry into force;
8. to authorise and request the Secretariat to enter into a memorandum of understanding with the Government of the French Republic to provide office accommodation and related services and facilities.

Annex K – Staff Regulations

Staff Regulations

REGULATION 1

1.1 These Staff Regulations establish the fundamental principles of employment, regulate the working relationships and establish the rights and responsibilities of formally appointed employees who render their services in and receive remuneration from the Secretariat of the Southern Indian Ocean Fisheries Agreement.

1.2 For the purposes of these Regulations:

- (a) “Agreement” or “SIOFA” means the Southern Indian Ocean Fisheries Agreement;
- (b) “dependant” shall include only:
 - (i) the staff member’s spouse if the spouse is not in paid employment;
 - (ii) any unsalaried child, who is born of, or adopted by, a staff member, his or her spouse, or their children, who is below the age of eighteen years and who is dependent on a staff member or his or her spouse for main and continuing support;
 - (iii) any child fulfilling the conditions laid down in paragraph (1(a) (ii)) above, but who is between eighteen and twenty-five years of age and is receiving school or university education or vocational training;
 - (iv) any child with a disability who is dependent on a staff member or his or her spouse for main and continuing support;
 - (v) any person for whose main and continuing support a staff member or his or her spouse is legally responsible as recognised by the national authorities of his or her home country before the time of the appointment.
- (c) “Executive Secretary” means the Executive Secretary of the Secretariat;
- (d) “host country” means Réunion Island, French Republic
- (e) “Meeting of the Parties” means the Meeting of the Parties to SIOFA, established by Article 5 of SIOFA;
- (f) “SCAF” means Standing Committee of Administration and Finance as provided for in Article 7 of SIOFA;
- (g) “Secretariat” means the Secretariat of SIOFA established by the Meeting of the Parties pursuant to Article 9 of SIOFA.

- (h) "SIOFA Parties" means the Contracting Parties to SIOFA, and Participating Fishing Entities as provided for in Article 15 of SIOFA and Rule 19 of the Rules of Procedure;
- (i) "spouse" means a husband or wife, a civil union partner or a de facto partner as recognized by the national authorities of his or her home country;
- (j) "staff members" means staff members of the Secretariat and the Executive Secretary.

1.3 These Regulations should be applied giving due regard to the geographical distribution of the SIOFA Parties.

REGULATION 2

DUTIES, OBLIGATIONS AND PRIVILEGES

2.1 Staff members are international civil servants. Upon accepting their appointments they pledge themselves to discharge their duties faithfully and to conduct themselves in the best interests of the Secretariat.

2.2 Staff members shall at all times conduct themselves in a manner consistent with the international nature of the Agreement. They shall always exercise the loyalty, discretion and tact imposed on them by their international responsibilities in the performance of their duties. They shall avoid all actions, statements or public activities which might potentially be detrimental to the Secretariat, the Meeting of the Parties and the aims of the Agreement.

2.3 Staff members are not required to renounce either their national feelings or their political or religious convictions. In the application of these Regulations, any discrimination on the basis of sex, age, race, color, ethnic or social origin, religion or belief, political or other opinion, membership of a national minority, property, birth, sexual orientation or disability shall be prohibited.

2.4 In the performance of their duties, staff members shall neither seek nor accept instructions from any government or authority other than the Meeting of the Parties or the Executive Secretary. Staff members shall, however, cooperate fully at all times with the Competent Authorities of the French Republic in order to facilitate the proper administration of justice, secure the observance of police regulations and prevent any abuse of the privileges, immunities and facilities provided for in the headquarters agreement between the Government of the French Republic and the Secretariat.

2.5 Staff members shall observe maximum discretion regarding official matters and shall abstain from making private use of information they possess by reason of their position. Authorization for the

release of information for official purposes shall lie with the Meeting of the Parties or the Executive Secretary, as the case may require.

2.6 Staff members shall, in general, have no employment other than with the Secretariat. In special cases, staff members may accept other employment, provided that it does not interfere or represent a conflict of interest with their duties in the Secretariat, and that prior authorization by the Executive Secretary has been obtained. Where the Executive Secretary wishes to accept other employment, prior authorization shall be obtained from the Meeting of the Parties.

2.7 No staff member may be associated in the management of a business, industry or other enterprise, or have a financial interest therein if, as a result of the official position held in the Secretariat, he or she may benefit from such association or interest.

2.8 Ownership of non-controlling stock in a company shall not be considered to constitute a financial interest within the meaning of Regulation 2.7.

2.9 Staff members shall enjoy the privileges and immunities to which they are entitled under the Agreement between the Government of the French Republic and the Secretariat of the Southern Indian Ocean Fisheries Agreement concerning the Headquarters of the Secretariat and its privileges and immunities in French Territory

REGULATION 3

HOURS OF WORK

The normal working day shall be eight hours, Monday through Friday, for a total of forty hours per week. These hours do not include breaks for meals.

3.2 The Executive Secretary shall establish the specific working hours and may, in consultation with staff members, alter them for the benefit of the Secretariat and the Meeting of the Parties as circumstances may require.

REGULATION 4

CLASSIFICATION OF STAFF

4.1 Staff members shall be classified in either of the two following United Nations (UN) categories:

- (a) Professional Category
Positions of high responsibility of a managerial, professional, or scientific nature. These posts will be filled by appropriately qualified professionals, preferably with University qualifications or the equivalent. Staff members in this category will be recruited and publicised internationally.
- (b) General Services Category
Auxiliary administrative and technical positions, including clerical, secretarial and other office personnel. Such staff shall be recruited from among citizens of SIOFA Parties, taking into account potential benefits that may occur from hiring staff locally.

4.2 Persons employed under Regulation 11 shall not be classified as staff members.

REGULATION 5

SALARIES AND OTHER REMUNERATION

5.1 The scale of salaries for staff members in the professional category shall be established by the Meeting of the Parties, taking into account the scales of salaries which would apply to officials of the United Nations Secretariat employed in the host country. Such salaries shall be paid in local currency of the host country.

5.2 Staff members in the general services category shall, in principle, be paid at rates equivalent to those paid in the national administration of the host country for staff of equivalent qualifications and experience, with such rates being established by the Meeting of the Parties. Such salaries shall be paid in the local currency of the host country.

5.3 The salaries of staff members shall be reviewed annually by the Meeting of the Parties taking into account , the performance of each staff member concerned and annual changes in the United Nations for professional category and the national administration for general services category. The promotion of the staff members from one salary scale to another requires the prior approval of the Meeting of the Parties.

5.4 Subject to these Regulations, the type of allowances available to staff members in the professional category shall, in principle, be those allowances in force in the United Nations. The scale of

allowances shall be established in US dollars according to the corresponding scales of allowances which would apply to officials of the United Nations Secretariat in the host country and shall be paid in the local currency of the host country. However, education allowances for each dependant child shall not be paid:

- (a) in respect of children of staff members who are nationals of the host country;
- (b) in respect of attendance at a public (State) school of the host country;
- (c) for attendance at a public (State) University in the host country;
- (d) for correspondence courses or private tuition;
- (e) when schooling does not require regular attendance at an education institution;
- (f) in respect of education expenses covered from scholarship grants or subsidies from other sources.

5.5 Except for the maximum figure for education allowance, changes in salaries and allowances applied in the UN Secretariat shall be applied to the salaries and allowances of staff members in the professional category. The Meeting of the Parties shall review the system of applying these changes to salaries and allowances after it has been in operation for three years.

5.5bis Subject to paragraph 5.6, the Meeting of the Parties shall levy from each staff member's salary (and such other emoluments of staff members as are computed on the basis of salary) an amount for Staff Assessment. Staff assessment rates shall be those in force in the UN at the time of the relevant levy.

5.6 Staff members of the Secretariat subject to national income tax shall be eligible for reimbursement of the tax paid on his or her salary. Such arrangements shall be made only on the basis that the direct costs of reimbursement are paid by the staff member's home country. The Staff Assessment will not be levied in respect of employees who are subject to national taxes on income that cannot be reimbursed.

5.7 Staff members in the general services category required by the Executive Secretary to work more than 40 hours during one week will be compensated. The method of compensation will be determined by the Executive Secretary in consultation with the staff member and shall include one of the following options:

- (a) with compensatory leave equivalent to hours of overtime performed; or
- (b) by remuneration per overtime hour, to be estimated at the rate of time and a half, or if the additional time is worked on a Sunday, or on holidays listed in Regulation 7.14, at the rate of double time.

5.8 Staff members in the professional category are not entitled to overtime pay or compensatory leave.

5.9 The Secretariat shall pay duly justified and authorized representation expenses incurred by a staff member in the performance of his or her duties within the limits prescribed annually in the Budget.

5.10 Each staff member shall have their performance assessed annually by the Executive Secretary. The annual performance review of the Executive Secretary shall be completed by the Chairperson of the Meeting of the Parties on behalf of the Meeting of the Parties. A summary of the performance review will be provided to the Meeting of the Parties annually.

5.11 Staff members may receive annual increments at the discretion of the Executive Secretary (or, in respect of the Executive Secretary, the Meeting of the Parties) on the basis of satisfactory performance. There is no guarantee that any staff member's salary or wages will be increased. Increments shall cease once the staff member has reached the highest level in the category in which he or she is serving.

REGULATION 6

RECRUITMENT AND APPOINTMENT

6.1 The Meeting of the Parties shall appoint the Executive Secretary and shall establish his or her remuneration and such other entitlements as it deems appropriate.

6.2 In accordance with Rules 7.1 and 7.2 of the Rules of Procedure of the Meeting of the Parties, the Executive Secretary shall appoint, direct, and supervise staff to positions as designated by the Meeting of the Parties, on the terms and conditions of employment provided for in these Regulations.

6.3 Offers of appointment to the Secretariat may require the persons selected to undergo a medical examination and present a certificate stating that they have no medical condition that might prevent them from performing their duties or which might endanger the health of others. The medical examinations shall be at the expense of the Meeting of the Parties.

6.4 Upon selection, each prospective staff member shall receive an offer of appointment stating:

- (a) that the appointment is subject to the Staff Regulations applicable to the category of appointment in question, and to changes which may be duly made in such Regulations from time to time;
- (b) the nature of the appointment;
- (c) the date on which the staff member is required to commence duty;
- (d) the period of appointment, the notice required to terminate it and the period of probation;
- (e) the category, level, commencing rate of salary and the scale of increments and the maximum salary attainable;
- (f) the allowances attached to the appointment; and
- (g) any special terms and conditions which may be applicable.

6.5 Together with the offer of appointment, staff members shall be provided with a copy of these Regulations. Upon acceptance of the offer staff members shall state in writing that they are familiar with and accept the conditions set out in these Regulations.

REGULATION 7

LEAVE

7.1 Staff members shall be entitled to accrue annual leave at the rate of two and half workdays for each full month of service. Annual leave is cumulative, but at the end of each calendar year, not more than 30 workdays may be carried over to the following year.

7.2 The taking of leave shall not cause undue disruption to normal Secretariat operations. In accordance with this principle, leave dates shall be subject to the needs of the Secretariat and the Meeting of the Parties. Leave dates shall be approved by the Executive Secretary who shall, as far as possible, bear in mind the personal circumstances, needs and preferences of staff members. The Chairperson of the Standing Committee on Administration and Finance (SCAF) shall approve the Executive Secretary's leave.

7.3 Until such time as the Meeting of the Parties appoints a Chairperson of the SCAF, the functions of the Chairperson of the SCAF described in these Regulations shall be carried out by the Chairperson of the Meeting of the Parties.

7.4 Annual leave may be taken in one or more periods. The total amount of annual leave taken in any calendar year shall not be longer than 45 days under any circumstances.

7.5 Any absence not approved within the terms of these Regulations shall be deducted from annual leave.

7.6 Staff members who, upon termination of their appointment, have accumulated annual leave that has not been taken shall receive the cash equivalent estimated on the basis of the last salary received.

No staff member shall be granted sick leave for a period of more than three consecutive days and more than a total of seven working days in any period of twelve months without producing a medical certificate. Non-certified absence in excess of the number of days specified in this article shall be deducted from the staff member's annual leave or, in the absence of sufficient annual leave, charged as leave without pay.

7.7 Staff members are entitled to sick leave, with an appropriate medical certificate, but such leave will not exceed twelve months in any four consecutive years. The first six months of such leave in this period of four years shall be on full salary, and the second six months shall be on half salary. No more than four months on full salary shall normally be granted in any period of twelve consecutive months.

7.8 Sick leave may also be used to care for a staff member's spouse, child or parent with a serious health condition.

7.9 After one year of employment in the Secretariat, eligible staff members shall be entitled to maternity leave for the birth of a child. The employee will be entitled to twelve weeks paid leave, up to six weeks of which may be taken prior to the expected due date of the child. During this period employees shall receive pay at a rate equal to their average pay for the last twelve months and corresponding allowances.

7.10 After one year of employment in the Secretariat, eligible staff members shall be entitled to up to eight weeks of paternity leave for the birth of a child. During this period employees shall receive pay at a rate equal to their average pay for the last twelve months and corresponding allowances.

7.11 Paid parental leave of eight weeks is available to employees who have assumed the care of a child they intend to adopt or foster to care for the newly placed child

7.12 Staff members shall be entitled to bereavement leave of up to five days upon the death of an immediate family member and up to three days for a relative other than an immediate family member. Reasonable travel time to and from destination will not be counted under these limits.

7.13 After 18 months of service the Secretariat shall pay travel expenses (payment of economy class air fares or equivalent transport costs, but not accommodation expenses, travel allowance or any

other travel expenses) to the staff member's home country on annual leave for staff members (other than staff members who were resident in La Reunion at the time of appointment) and their spouse and dependants. Following this, home leave shall be granted at two-year intervals provided that:

a) dependants of staff members are only entitled to have their travel expenses paid under this Regulation where they have resided in La Reunion for at least 6 months prior to travel;

It is expected that staff members will return to the Secretariat to continue rendering their services for a minimum additional period of 6 months after returning from paid home leave. Where a staff member ceases employment within 6 months of returning from paid home leave, he or she shall repay the travel expenses paid by the Secretariat, unless the Meeting of the Parties decides otherwise.

7.14 Where a staff member's dependant child or children reside and are educated outside of La Reunion, then one return economy class flight each year between place of education and La Reunion may be accessed by:

- i. each dependant child being educated outside La Reunion, or
- ii. the staff member or spouse to visit the child if:
 - a. this visit occurs during a twelve month period in which home leave is not accessed; and
 - b. providing the journey is not made within the final six months of the contract

For the purpose of this paragraph the "place of education" is taken to be the recognised home.

7.15 The possibility of combining travel to home country on leave with official travel in Secretariat service may also be considered and approved by the Executive Secretary, or by the Chairperson of the SCAF in the case of leave for the Executive Secretary, provided the interests of the Meeting of the Parties are duly borne in mind.

7.16 Staff members shall be entitled to the statutory holidays in the host country and other holidays that may be designated by the host country's government from time to time, such as for national elections and other special circumstances. Applicable statutory holidays are described in Annex A of these Regulations.

7.17 If under special circumstances staff members are required to work on one of the aforementioned days the holiday shall be observed on another day to be set by the Executive Secretary, who shall take into account the needs of the Secretariat.

REGULATION 8

SOCIAL SECURITY

8.1

- (a) It is a condition of employment that internationally recruited employees who are not eligible or choose not to access the social security system applying in the host country shall contribute to:
- (i) a recognized retirement fund;
 - (ii) medical and hospital insurance cover, including for their spouse and dependants who are not eligible for publicly funded health services, and
 - (iii) life and disability insurance cover.
- (b) The Secretariat shall pay two-thirds of the total contribution of the retirement fund and the insurance premiums listed in the above subparagraph, up to the maximum percentage applying in the UN Secretariat from time to time of the total of the staff member's salary. Such payment shall be by way of reimbursement upon the production of receipts, or shall be paid direct together with the employee's contribution.
- Staff members who are not internationally recruited shall have such terms and conditions to ensure that they are not disadvantaged

8.2 Staff members in both the professional category and general services category may be required to undergo further medical examinations from time to time as determined by the Executive Secretary or the Meeting of the Parties as the case may require. The medical examinations shall be at the expense of Secretariat.

8.3 In the event of death of a staff member following illness or surgery not resulting from an accident covered by the appropriate insurance, the right to salary and other corresponding benefits shall cease on the day on which death occurs, unless the deceased leaves a spouse and/or dependants, who shall be entitled to mortality allowances and return travel and removal expenses to country of origin, former residence or other agreed location if dependants are going to live with a relative in a different country at the expense of the Secretariat.

8.4 Eligibility of the dependants of a deceased staff member for the payment of return travel and removal expenses shall lapse if the travel is not undertaken within six months of the date of the staff member's death. The Chairperson of the SCAF may extend this period in the case of special circumstances: e.g., to allow a dependent child to finish a school term.

8.5 The above mortality allowance referred to in regulation 8.3 shall be calculated in accordance with the following scale:

Years of Service	Months of Net Base Pay Salary Following Death
Less than 3 years	3 months
3 years and more, but less than 7 years	4 months
7 years and more, but less than 9 years	5 months
9 years and more	6 months

8.6 The Secretariat shall pay for shipment of the staff member's remains and personal effects from the place of death to the place designated by the spouse, next of kin, or other individual(s) designated by the staff member.

REGULATION 9

TRAVEL

9.1 All official travel by staff members shall be authorized by the Executive Secretary, or for travel by the Executive Secretary, by the Chairperson of the SCAF prior to being undertaken within the limits of the budget, and the itinerary shall be selected on the basis that is best suited for maximum effectiveness in the fulfillment of duties assigned. A summary of official travel and associated costs shall be presented to the Meeting of the Parties annually based on the last year of travel.

9.2 With regard to official travel, a travel allowance, generally consistent with UN practice, may be paid in advance for fares and daily living expenses. However, charges for hotel accommodations shall be reimbursed based on charges actually incurred.

9.3 Where possible, official travel should be planned well in advance to avoid incurring higher costs for airfares and other travel related cost. For land travel, first class or lower may be utilized. For air travel, only economy class shall be utilized wherever feasible, unless approved otherwise by the Executive Secretary or in the case of the Executive Secretary, with the approval from the Chairperson of the SCAF.]

9.4 Following completion of a duty journey, staff members shall repay any travel allowances to which, in the event, they were not entitled. Where staff members have incurred expenses above and beyond those for which travel allowances have been paid, they shall be reimbursed, against receipts and vouchers, as long as such expenses were necessarily incurred in pursuit of their official duties.

9.5 On taking up an appointment in the Professional Category each staff member shall be eligible for:

- (a) payment of economy class air fares (or equivalent) for him or herself, their spouse and dependants from their place of residence to the host country;
- (b) an Installation Grant calculated on the basis of the prevailing United Nations rate
- (c) payment of removal costs, including the shipment of personal effects and household goods from place of residence to the host country, subject to a maximum volume of 30 cubic meters or one international standard shipping container,
- (d) (d) payment or reimbursement of sundry other expenses related to relocation, including insurance of goods in transit and excess baggage charges subject to the prevailing relevant United Nations rules. Such payments shall be subject to prior approval by the Chairperson of the SCAF.

9. 6 Staff members who, in the course of their duty, are required to use private motor vehicles for official travel purposes shall, with the prior authorization of the Executive Secretary (or, in the case of the Executive Secretary, the Chairperson of the SCAF))y, be entitled to receive a reimbursement of the costs involved in line with that available to members of the Government Service in La Reunion. The costs associated with normal daily travel to and from place of work shall not be reimbursed.

REGULATION 10

SEPARATION FROM SERVICE

10.1 Staff members may resign at any time upon giving at least three months notice or such lesser period as may be approved by the Executive Secretary (or, for resignation by the Executive Secretary, by the Meeting of the Parties).

10.2 In the event of a staff member resigning without giving the required notice, the Chairperson of the SCAF reserves the right to decide whether repatriation expenses or any other allowances shall be paid.

10.3 The Executive Secretary may terminate the appointment of a staff member (or, for termination of the Executive Secretary, by the Meeting of the Parties) by giving 3 months written notice, when that termination is due to restructuring of the Secretariat or of any of its constituent bodies, or if the Meeting of the Parties would decide to cease its functions. If at any time the Executive Secretary considers that a staff member does not give satisfactory service or fails to comply with the duties and obligations set out in these Rules, the staff member will receive a formal written warning. If the performance does not improve or the employee continues to fail to comply with the duties and obligations set out in the rules, the staff member will receive a second formal written warning and if necessary, other disciplinary action e.g. suspension, demotion) may follow. If after the second formal written warning the staff member's performance does not improve to a satisfactory standard, the appointment of the staff member may be terminated upon written notice of one month in advance subject to the prior notification of the Executive Secretary.

10.3bis Notwithstanding paragraph 10.3, after consultation with the Chairperson of the Meeting of the Parties and the Chairperson of the SCAF, a staff member may be terminated summarily by the Executive Secretary (or, for termination of the Executive Secretary, by the Meeting of the Parties) if the staff member has committed a gross dereliction of his or her duties. For the purposes of these Regulations, a gross dereliction of duties includes (but is not limited to) theft, bullying, violence in the workplace, harassment, intentional breach of confidentiality or misappropriation of information. In the event of a separation of service due to a gross dereliction of duties, any benefits set out in paragraph 10.5 shall be at the sole discretion of the Chairperson of the Meeting of the Parties.

10.4 In the event of involuntary separation from service with the Secretariat, staff members shall be compensated at a rate of one month base pay for each year of service, beginning the second year, unless the cause of termination has been gross dereliction of duties imposed in Regulation 10.4.

10.5 On separation from service, a staff member shall, subject to Regulation 10.7 below, be entitled to the following:

- (a) payment of economy class air fares (or equivalent) to the staff member's country of origin or former residence for the staff member, their spouse and dependant members of his or her family; or, at the discretion of the Chairperson of the SCAF, payment of economy class airfares to a new country of residence unless payment of these costs is offered by the new employer.
- (b) payment of removal costs, including the shipment of personal effects and household goods from place of residence in the host country to the country of origin or former residence, subject to a maximum volume of 30 cubic meters or one international shipping container; or, at the discretion of the Chairperson of the SCAF, payment of removal costs to a new country of residence unless payment of these costs is offered by the new employer.
- (c) a repatriation allowance generally consistent with UN practice.

10.6 At the discretion of the Chairperson of the SCAF, the right to the repatriation expenses listed below may be cancelled or reduced appropriately if:

- (a) the staff member fails to provide the three months advance notice as specified in Regulation 10.1;
- (b) less than one year has elapsed between the date of taking up the appointment and the date of separation from service;
- (c) the reason for separation from service was termination of employment due to gross dereliction of duty;
- (d) more than six months has elapsed between the staff member's separation from service and his or her return to his or her country of origin or former residence;
- (e) less than six months has elapsed since the staff member last visited his or her country of origin or former residence on home leave at the expense of the Secretariat ; or
- (f) the staff member has applied for or received status as a permanent resident of the host country.

REGULATION 11

TEMPORARY PERSONNEL UNDER CONTRACT

11. 1 The Executive Secretary may, subject to the approval of the Meeting of the Parties or its Chairperson and within the Secretariat's approved budget, contract temporary personnel necessary to discharge special duties in the service of the Secretariat and the Meeting of the Parties Such personnel shall be classified as additional help and may be paid on an hourly basis.

11.2 Persons in this category may include translators, interpreters, typists, and other persons contracted for meetings, as well as those whom the Executive Secretary contracts for a specific task. Whenever possible, persons resident in La Reunion shall be utilized in such cases.

REGULATION 12

APPLICATION AND AMENDMENT OF REGULATIONS

12.1 Any doubts or disputes arising from application or interpretation of these Regulations shall be resolved by the Executive Secretary in consultation with the Meeting of the Parties.

In making any decisions as to the application or interpretation of these Regulations, the Executive Secretary will take account of the application or interpretation proposed by any relevant employee. However, any decision made by the Executive Secretary in respect of the interpretation of these Regulations, having consulted with the Meeting of the Parties and the relevant employee, will be final.

12.3 Situations involving the Executive Secretary shall be resolved by the Chairperson of the Meeting of the Parties in consultation with the Meeting of the Parties.

Matters not foreseen in these Staff Regulations that materially affect the operation of the Secretariat or the working conditions of the staff shall be brought to the attention of the Meeting of the Parties by the Executive Secretary.

Subject to the provisions of the Agreement, these Regulations may be amended by the Meeting of the Parties in accordance with its Rules of Procedure.

Annex A

1st January	New Year`s Day
	Easter Monday
1st May	Labor Day
8th May	Ascension Day
14th July	National Day
15th August	Assumption Day
1st November	All Saints Day
11th November	Victory 1918
20th December	Abolition of Slavery
25th December	Christmas

Annex L – CMM 2016/01 on the management of bottom fishing in the SIOFA Area

CMM 2016/01

Conservation and Management Measure for the Interim Management of Bottom Fishing in the SIOFA Agreement Area

Contracting Parties to the Southern Indian Ocean Fisheries Agreement;

RECOGNISING that article 4(a) of the *Southern Indian Ocean Fisheries Agreement* (the Agreement) calls on the Contracting Parties, in giving effect to the duty to cooperate, to adopt measures on the basis of the best scientific evidence available to ensure the long-term conservation of fishery resources, taking into account the sustainable use of such resources and implementing an ecosystem approach to their management;

FURTHER RECOGNISING articles 4(c), (e) and (f) of the Agreement which call on the Contracting Parties to apply the precautionary approach, that fishing practices and management measures shall take due account of the need to minimise the harmful impact that fishing activities may have on the marine environment and noting that biodiversity in the marine environment shall be protected;

FURTHER RECOGNISING articles 6(1)(d) and (e) of the Agreement which provides that the Meeting of the Parties shall adopt conservation and management measures (CMMs) for ensuring the long-term sustainability of fishery resources, taking into account the need to protect marine biodiversity, based on the best scientific evidence and adopt generally recommended international minimum standards for the responsible conduct of fishing operations;

MINDFUL of Article 16 of the Agreement that calls on Contracting Parties, acting jointly under the Agreement, to cooperate closely with other international fisheries and related organisations in matters of mutual interest;

NOTING United Nations General Assembly (UNGA) Resolution 61/105 and subsequent resolutions of UNGA that call upon RFMOs to assess, on the basis of the best available scientific information, whether individual bottom fishing activities would have significant adverse impacts on vulnerable marine ecosystems (VMEs), and to ensure that if it is assessed that these activities would have significant adverse impacts, they are managed to prevent such impacts, or not authorised to proceed;

FURTHER NOTING UNGA Resolution 64/72 which calls upon RFMOs to establish and implement appropriate protocols for the implementation of UNGA Resolution 61/105, including definitions of what constitutes evidence of an encounter with a VME, in particular threshold levels and indicator species; and to implement the FAO International Guidelines for the Management of Deep-sea Fisheries in the High Seas (FAO, 2009; FAO Deep-sea Fisheries Guidelines) in order to sustainably manage fish stocks and protect VMEs;

Further noting UNGA Resolution 66/68 which encourages RFMOs to consider the results available from marine scientific research, including those obtained from seabed mapping programs concerning the identification of areas containing VMEs, and to adopt conservation and management measures to prevent significant adverse impacts from bottom fishing on such ecosystems, consistent with the FAO Deep-sea Fisheries Guidelines, or to close such areas to bottom fishing until such conservation and management measures are adopted, as well as to continue to undertake further marine scientific research, in accordance with international law as reflected in Part XIII of the United Nations Convention on the Law of the Sea;

Aware of the steps being taken by the Meeting of the Parties to address the impacts of large-scale pelagic drift nets and deepwater gillnets in the SIOFA Area of Application (the Agreement Area) through the adoption of CMM 2016/05;

Committed to ensuring that bottom fishing undertaken in the Agreement Area is consistent with the long-term sustainability of deep sea fish stocks and the protection of the marine environment; and

Desiring to progress the development of a SIOFA-wide bottom fishing impact assessment and SIOFA-wide footprint, as recommended by the Scientific Committee at its first ordinary meeting in Fremantle, Australia, in March 2016;

Adopts the following CMM in accordance with Article 6 of the Agreement:

Objective

1. The objective of this CMM is to promote the sustainable management of deep-sea fisheries resources in the Agreement Area, including target fish stocks and non-target species, and to protect the marine ecosystem, including *inter alia*, the prevention of significant adverse impacts on vulnerable marine ecosystems.

General provisions and definitions

2. This CMM applies to all fishing vessels flying the flag of a Contracting Party, cooperating non-Contracting Party (CNCP) or participating fishing entity (PFE) to the Agreement engaging or intending to engage in bottom fishing in the Agreement Area. A reference in this CMM to fishing and related activities *of* a Contracting Party, CNCP or PFE (such as *its* fishing, *its* catch or *its* effort) is taken to refer to fishing and related activities undertaken by vessels flying its flag.

3. The following definitions apply to this CMM:

- (a) 'vulnerable marine ecosystem' (VME) means a marine ecosystem identified using the criteria outlined in paragraph 42 of the FAO International Guidelines for the Management of Deep-Sea Fisheries in the High Seas (FAO, 2009; FAO Deep-sea Fisheries Guidelines).
- (b) 'bottom fishing' means fishing using any gear type likely to come in contact with the seafloor or benthic organisms during the normal course of operations.
- (c) 'SIOFA bottom fishing footprint' means a map of the spatial extent of historical bottom fishing in the Agreement Area, for all vessels flagged to all Contracting Parties, CNCPs and PFEs over a period to be defined by the Meeting of the Parties.

- (d) 'electronic observer program' means a program that uses electronic monitoring equipment in place of, or in conjunction with, a human observer or human observers on board a vessel that is capable of generating, storing and transmitting data to competent authorities.

4. The provisions of this CMM are not necessarily to be considered precedents for future allocation or other decisions in accordance with Articles 6(2),(3) and (4) of the Agreement relating to participation in bottom fisheries in the Agreement Area and adjacent areas of national jurisdiction, as appropriate.

Scientific Committee work on bottom fishing and subsequent consideration by the Meeting of the Parties

5. The Scientific Committee shall, by no later than the close of the ordinary meeting of the Scientific Committee in 2017, and thereafter whenever a substantial change to the fishery has occurred or new data has otherwise been provided to the Scientific Committee warranting changes, develop and provide advice and recommendations to the Meeting of the Parties on:

- (a) a SIOFA Bottom Fishing Impact Assessment Standard (BFIAS) which takes account of the latest scientific information available;
- (b) maps of where VMEs are known to occur, or likely to occur, in the Agreement Area;
- (c) guidelines for evaluating and approving electronic observer programs for scientific data collection for consideration by the Meeting of the Parties; and
- (d) standard protocols for future protected areas designation (areas which should be closed to fishing).

6. The Scientific Committee shall, by no later than the close of the ordinary meeting of the Scientific Committee in 2019, and thereafter whenever a substantial change to the fishery has occurred or new data has otherwise been provided to the Scientific Committee warranting changes, develop and provide advice and recommendations to the Meeting of the Parties on:

- (a) the status of stocks of principal deep-sea fishery resources targeted, and, to the extent possible, taken as bycatch and caught incidentally in these deep-sea fisheries, including straddling fishery resources;
- (b) criteria for what constitutes evidence of an encounter with a VME, in particular threshold levels and indicator species; and
- (c) the most appropriate response to a VME encounter, including inter alia closing particular areas to a particular gear type or types.

7. The Scientific Committee shall, by no later than the close of the ordinary meeting of the Scientific Committee in 2020, and thereafter whenever a substantial change to the fishery has occurred or new data has otherwise been provided to the Scientific Committee warranting changes, develop and provide advice and recommendations to the Meeting of the Parties on:

- (a) an appropriate SIOFA bottom fishing footprint based on the data provided by Contracting Parties, CNCs and PFEs to the Secretariat under paragraph 13; and
- (b) a SIOFA Bottom Fishing Impact Assessment (SIOFA BFIA). The SIOFA BFIA shall take into account the activities of all fishing vessels to which this CMM applies that, at the time the SIOFA BFIA is prepared, are engaged in, or intending to engage in, bottom fishing within the agreed SIOFA bottom fishing footprint.

8. Upon receipt of advice and recommendations from the Scientific Committee on the matters listed in paragraphs 5 to 7, the Meeting of the Parties shall act on the Scientific Committee's advice and recommendations at its next ordinary meeting. This may include, when the Meeting of the Parties considers it appropriate, to authorise any document or other output arising from the advice or recommendations, and amendments thereto.

Duties of Contracting Parties, CNCPs and PFEs undertaking bottom fishing activity in the Agreement Area

Interim bottom fishing measures

9. (1) Until such time as the Meeting of the Parties has acted in accordance with paragraph 8 on the advice of the Scientific Committee provided in accordance with paragraph 7, each Contracting Party, CNCP and PFE shall, unless otherwise approved by the Meeting of the Parties, establish and apply specific measures to limit the level and spatial extent of the bottom fishing effort of vessels flying their flag. In particular, such measures shall include:

- (a) for Contracting Parties, CNCPs or PFEs that have fished more than 40 days in a single year, in the Agreement Area, at the time this CMM was adopted:
 - i. limits on its bottom fishing effort and/or catch, over a 12 month period to its average annual level in active years over a representative period for which reliable data exists;
 - ii. constraints on the spatial distribution of its bottom fishing effort, excluding line and trap methods, to recently fished areas to prevent any expansion of such fishing activities;
 - iii. provisions to ensure its bottom fishing will not have significant adverse impacts on VMEs and, where applicable, shall take into account its BFIA prepared and submitted pursuant to paragraph 14, and any areas identified under paragraph 35 where VMEs are known to occur, or are likely to occur; and
 - iv. provisions ensuring that any vessel flying its flag is not authorised to fish in any areas that the Meeting of the Parties has decided to close to fishing.
- (b) for Contracting Parties, CNCPs or PFEs that have not fished more than 40 days in a single year, in the Agreement Area, at the time this CMM was adopted:
 - i. limits on its bottom fishing effort and/or catch, and spatial distribution, as disclosed to the Meeting of the Parties in accordance with paragraph 9(2); and
 - ii. provisions as referred to in subparagraphs 9(1)(a)(iii) and (iv).

(2) The measures established by Contracting Parties, CNCPs and PFEs pursuant to this paragraph shall be disclosed to the next ordinary Meeting of the Parties following the entry into force of this CMM, and shall be made publicly available on the SIOFA website, by the Secretariat, once the website has been developed.¹

(3) Contracting Parties, CNCPs and PFEs may revise the measures they establish pursuant to this paragraph provided that any amendments made are consistent with the

¹ Until such time as the website is developed, this information will be made available upon request to the Secretariat.

requirements of paragraph 9(1). Revised measures shall be notified to the Secretariat within 30 days of the amendment, and shall be disclosed at the next ordinary Meeting of the Parties.

(4) The provisions of this paragraph are not necessarily to be considered a precedent for future decisions taken by the Meeting of the Parties pursuant to paragraph 8.

10. Any Contracting Party, CNCP or PFE that has not submitted the measures required pursuant to paragraph 9(1), shall not authorise any vessels flying its flag to bottom fish in the Agreement Area until:

- (a) that Contracting Party, CNCP or PFE has submitted the measures required in paragraph 9(1); or
- (b) it has otherwise been decided by the Meeting of the Parties.

11. Until the Meeting of the Parties has acted on the Scientific Committee's advice on SIOFA threshold levels pursuant to paragraph 6(b), Contracting Parties, CNCPs and PFEs shall establish and apply to vessels flying their flag threshold levels for encounters with VMEs, taking into account paragraph 68 of the FAO Deep-sea Fisheries Guidelines. These threshold levels shall be disclosed in the measures referred to in paragraph 9(1).

12. Until the Meeting of the Parties has acted on the Scientific Committee's advice on the most appropriate response to a VME encounter pursuant to paragraph 6(c), Contracting Parties, CNCPs and PFEs shall require any vessel flying their flag to cease bottom fishing activities within:

- (a) For bottom or mid water trawling, or fishing with any other net - two (2) nautical miles either side of a trawl track extended by two (2) nautical miles at each end;
- (b) For longline and trap activities - a radius of one (1) nautical mile from the midpoint of the line segment;²
- (c) For all other bottom fishing gear types - a radius of one (1) nautical mile from the midpoint of the operation

where evidence of a VME is encountered above threshold levels established under paragraph 11 in the course of fishing operations. Contracting Parties, CNCPs and PFEs shall report any such encounter in their National Reports to the Scientific Committee in accordance with the guidelines at Annex 1, including any action taken by that Contracting Party, CNCP or PFE in respect of the relevant site.

Provision of data by Contracting Parties, CNCPs and PFEs

13. Contracting Parties, CNCPs and PFEs shall, at least 30 days prior to the commencement of the ordinary meeting of the Scientific Committee in 2018, submit to the Secretariat:

² Line segment means a 1000 hook section of line or a 1200 metre section of line, whichever is the shorter, and for pot lines a 1200 metre section

- (a) relevant data on the spatial extent of its historical bottom fishing effort in the Agreement Area expressed as grid blocks of at least 20 minute resolution or, if available, a finer scale; and
- (b) any other data the Scientific Committee may consider to be useful in developing the SIOFA BFIA referred to in paragraph 7(b), including data relating to recorded encounters with VMEs or indicators of VMEs.

14. (a) Any Contracting Party, CNCP or PFE that authorises or is seeking to authorise any vessel flying its flag to bottom fish in the Agreement Area shall, at least 30 days prior to the commencement of the ordinary meeting of the Scientific Committee in 2018, submit to the Secretariat a Bottom Fishing Impact Assessment for its individual bottom fishing activities in the Agreement Area that, to the extent possible, accords with paragraph 18 (BFIA). Any Contracting Party, CNCP and PFE that has prepared, or prepares, a BFIA prior to this CMM entering into force is encouraged to submit this BFIA to the Scientific Committee as soon as possible.

(b) Any Contracting Party, CNCP or PFE that has not submitted a BFIA pursuant to subparagraph (a) may, at least 30 days prior to the commencement of any subsequent ordinary meeting of the Scientific Committee and before the Meeting of the Parties has authorised the SIOFA bottom fishing footprint and the SIOFA BFIA developed by the Scientific Committee in accordance with paragraph 7, submit to the Secretariat a BFIA.

15. The Scientific Committee shall consider all BFIA received at its ordinary meeting in 2018 and provide advice in its meeting report as to:

- (a) the likely cumulative impacts of bottom fishing impact activity from vessels flying the flag of a CP, CNCP or PFE in the Agreement Area; and
- (b) whether each BFIA meets an appropriate standard in light of international standards and the SIOFA BFIA, where applicable.

16. If the Scientific Committee's advice is that a BFIA does not meet an appropriate standard, the Meeting of the Parties may request that Contracting Party, CNCP or PFE who submitted the BFIA to revise and resubmit its BFIA to the next ordinary meeting of the Scientific Committee, and make a decision to either:

- (c) suspend any vessel flying the flag of that Contracting Party, CNCP or PFE from bottom fishing in the Agreement Area until the Scientific Committee provides advice that the BFIA meets an appropriate standard; or
- (d) undertake any other course of action, as the Meeting of the Parties may decide, taking into account Scientific Committee advice and the objectives of this CMM.

17. Any Contracting Party, CNCP or PFE that has not submitted a BFIA in accordance with subparagraph 14 shall not authorise any vessels flying its flag to bottom fish in the Agreement Area until:

- (a) that Contracting Party, CNCP or PFE has prepared a BFIA, and the Scientific Committee has reviewed that BFIA in accordance with paragraph 15; or
- (b) the Meeting of the Parties has authorised the SIOFA bottom fishing footprint and the SIOFA BFIA developed by the Scientific Committee in accordance with paragraph 7; or
- (c) it has otherwise been decided by the Meeting of the Parties.

18. All BFIA's, including the SIOFA BFIA, shall:

- (a) be prepared, to the extent possible, in accordance with the FAO Deep-sea Fisheries Guidelines;
- (b) meet the standards of the SIOFA BFIA's (if the BFIA is prepared after the Meeting of the Parties has adopted the BFIA's);
- (c) take into account areas identified where VMEs are known or are likely to occur in the area to be fished;
- (d) take into account all relevant information provided pursuant to paragraphs 13 and 35, and in addition, for the SIOFA BFIA, paragraph 14;
- (e) be updated when a substantial change in the fishery has occurred, such that it is likely that the risk or impacts of the fishery may have changed;
- (f) assess, to the extent possible, the historical and anticipated cumulative impact of all bottom fishing activity in the Agreement Area, if applicable;
- (g) address whether the proposed activities achieve the objectives described in paragraph 1 of this CMM and Article 2 of the Agreement; and
- (h) be made publicly available on the SIOFA website, once developed.

Provision of data by, and interim bottom fishing measures for, new Contracting Parties, CNCPs and PFEs

19. Paragraphs 9 to 12 shall apply, *mutatis mutandis*, and with the modified timeframes set out in this paragraph, to any State or fishing entity that becomes a Contracting Party, CNCP or PFE after this CMM is adopted. This includes the ability of the Meeting of the Parties to otherwise approve interim bottom fishing measures. Each of these new Contracting Parties, CNCPs and PFEs shall:

- (a) prior to authorising any vessels flying its flag to bottom fish in the Agreement Area, advise the Meeting of the Parties of the measures it intends to take pursuant to paragraph 9(1);
- (b) 30 days prior to the first ordinary meeting of the Scientific Committee after it becomes a Contracting Party, CNCP or PFE, submit the data referred to in paragraph 13 to the Scientific Committee;
- (c) 30 days prior to the second ordinary meeting of the Scientific Committee after it becomes a Contracting Party, CNCP or PFE, submit to the Scientific Committee, if it authorises or is seeking to authorise any vessel flying its flag to bottom fish in the Agreement Area, an individual BFIA, as outlined in paragraph 14.

Proposals to bottom fish in the Agreement Area in a manner at variance with Established Measures

20. A Contracting Party, CNCP or PFE seeking to authorise any vessel flying its flag to undertake bottom fishing in the Agreement Area in a manner at variance with the requirements of paragraph 9 to limit the bottom fishing effort of vessels flying its flag shall submit to the Scientific Committee, at least 30 days prior to an ordinary meeting of the Scientific Committee, a proposal to undertake that activity or activities. This

proposal shall include an assessment of the impact of the proposed fishing activity in accordance with the requirements for BFIs outlined in paragraph 18, any proposed measures to mitigate that impact, and any other information as required by the Scientific Committee to undertake the assessment in paragraph 21.

21. On receipt of any proposal developed pursuant to paragraph 21, the Scientific Committee shall, at its next ordinary meeting:

- (a) assess, on the basis of the best available scientific information, whether the proposed bottom fishing would have significant adverse impacts on VMEs;
- (b) if it is assessed that these activities would have significant adverse impacts, consider what measures should be taken to prevent such impacts, or, if those impacts cannot be appropriately mitigated, whether the proposed bottom fishing should proceed or not;
- (c) assess, taking into account, inter alia: the cumulative impacts of other fishing occurring in that area, where such information is available; whether the proposed activities are compatible with the sustainable management of bottom fisheries, including target fish stocks and non-target species; and the protection of the marine environment, including inter alia, the prevention of significant adverse impacts on vulnerable marine ecosystems; and
- (d) provide recommendations and advice to the Meeting of the Parties in its meeting report on each of these matters, as applicable.

22. The Meeting of the Parties shall, taking into account the recommendations and advice of the Scientific Committee, decide whether or not to authorise bottom fishing in accordance with a proposal made pursuant to paragraph 20 including, if applicable, the extent to which such bottom fishing shall be authorised.

23. If applicable, the Meeting of the Parties shall also decide which measures or conditions shall be applied to any activity authorised pursuant to paragraph 22 to ensure that fishing activity is consistent with the objectives of Article 2 of the Agreement and paragraph 1 of this CMM.

General management and conditions for bottom fishing in the Agreement Area

24. Consistently with Article 11(1)(a) of the Agreement, Contracting Parties, CNCPs and PFEs shall only authorise vessels flying their flag to bottom fish in the Agreement Area in accordance with the provisions of the Agreement, this CMM and all other applicable CMMs, and shall ensure that such vessels do not engage in any activity which undermines the effectiveness of these measures.

25. All Contracting Parties, CNCPs and PFEs shall ensure that all vessels flying its flag that participate in bottom fishing in the Agreement Area are equipped and configured to comply with all relevant CMMs.

26. Consistently with Article 11(3)(a) of the Agreement, Contracting Parties, CNCPs and PFEs shall only authorise vessels flying their flag to bottom fish in the Agreement Area where they are able to exercise their responsibilities as a flag State under the Agreement and all CMMs.

27. Contracting Parties, CNCPs and PFEs shall ensure that vessels flying their flag provide the minimum required data to the Secretariat in accordance with SIOFA data standards.

28. Nothing in this CMM shall affect the rights of a Contracting Party, CNCP or PFE to apply additional or more stringent compatible measures to vessels flying their flag that are conducting bottom fishing.

29. Nothing in this CMM exempts a Contracting Party, CNCP or PFE from complying with any other obligations in the Agreement or any CMMs adopted by the Meeting of the Parties.

Scientific observer coverage

30. Each Contracting Party, CNCP and PFE shall ensure that any vessel flying its flag and undertaking bottom fishing in the Agreement Area:

- (a) using trawl gear has 100 percent scientific observer coverage for the duration of the trip.³
- (b) using any other bottom fishing gear type has 20 percent scientific observer coverage in any fishing year.

31. Consistent with paragraph 13 of the SIOFA Data Standards CMM (CMM 2016/02), the Scientific Committee shall review the observer coverage levels prescribed in paragraph 30 at its ordinary meeting in 2018 and provide advice to the Meeting of the Parties thereon.

32. (a) The scientific observer coverage levels outlined in paragraph 30 shall be fulfilled through the use of human observers, except to the extent authorised by the Meeting of the Parties pursuant to subparagraph (c)(iii).

(b), Once the Meeting of the Parties has adopted Guidelines for evaluating and approving electronic observer programs developed pursuant to paragraph 5(c), a Contracting Party, CNCP or PFE may submit a proposal to the Scientific Committee seeking to use an electronic observer program which uses, entirely or in part, electronic monitoring equipment, human observers and/or a port sampling program. As part of this proposal, that Contracting Party, CNCP or PFE shall submit evidence of, and data relating to, a statistically robust trial of the program that demonstrates it meets the data requirements prescribed in the SIOFA data standards CMM, once adopted by the Meeting of the Parties.

(c) Following the submission of the proposal by the Contracting Party, CNCP or PFE to the Scientific Committee:

- i. The Scientific Committee shall review the proposal and provide recommendations and advice thereon to the Meeting of the Parties, taking into account the Guidelines and whether the program will reliably collect all data

³ This provision shall enter into force for Japan on 1 January 2017 and for the Cook Islands on 1 June 2017. These Contracting Parties will take all necessary steps towards implementing this provision in the interim.

required by the SIOFA data standards CMM, once adopted by the Meeting of the Parties.

- ii. The Compliance Committee shall also review the proposal and provide advice and recommendations thereon to the Meeting of the Parties.
- iii. On receipt of the advice by the Scientific Committee and the Compliance Committee on the proposal, the Meeting of the Parties shall, at its next meeting, consider whether to authorise the use of that program by that Contracting Party, CNCP or PFE in place of the exclusive use of human observers.

Position Reporting

33. Each Contracting Party, CNCP and PFE shall, in respect of each vessel flying its flag which participates in bottom fishing in the Agreement Area, submit VMS reports in an electronic format to the Secretariat in accordance with any VMS CMM and data standards CMM adopted by the Meeting of the Parties.

Vulnerable Marine Ecosystem closures

34. Where the Meeting of the Parties, taking into account advice provided by the Scientific Committee, determines that bottom fishing may have significant adverse impacts on VMEs in areas where VMEs are known to occur, or are likely to occur, based on the best available scientific information, the Meeting of the Parties may take a decision to close such areas to bottom fishing, either entirely or with respect to bottom fishing by a particular gear type or types.

35. The Meeting of the Parties shall cooperate to identify, on the basis of the best available scientific information including advice and recommendations provided by the Scientific Committee pursuant to paragraph 5(b), areas where VMEs are known or likely to occur in the Agreement Area and to map these sites, and provide such data and information to all Contracting Parties, CNCPs and PFEs for circulation.

36. The Meeting of the Parties recommends that all Contracting Parties note the advice from the first meeting of the Scientific Committee in relation to Benthic Protected Areas.

Cooperation with other States

37. Contracting Parties resolve, individually or jointly, to request those States and fishing entities that are undertaking bottom fishing in the Agreement Area but are not currently Contracting Parties, CNCPs or PFEs to cooperate fully in the implementation of this measure and to consider participating in the work of SIOFA as a matter of priority.

Review

38. This CMM shall be reviewed no later than at the ordinary Meeting of the Parties in 2019. This review shall take into account, *inter alia*, the latest advice of the Scientific Committee, including advice on those matters listed in paragraphs 5 to 7 and appropriate catch levels for principal target species, in accordance with the objective described in paragraph 1.

Annex 1 - Guidelines for the Preparation and Submission of Notifications of Encounters with VMEs

1. General Information

Include contact information, nationality, vessel name(s) and dates of data collection.

2. VME location

Start and end positions of all gear deployments and/or observations.

Maps of fishing locations, underlying bathymetry or habitat and spatial scale of fishing.

Depth(s) fished.

3. Fishing gear

Indicate fishing gears used at each location.

4. Additional data collected

Indicate additional data collected at or near the locations fished, if possible.

Data such as multibeam bathymetry, oceanographic data such as CTD profiles, current profiles, water chemistry, substrate types recorded at or near those locations, other fauna observed, video recordings, acoustic profiles etc.

5. VME taxa

For each station fished, provide details of VME taxa observed, including but not limited to their relative density, absolute density, or weight and/or number of taxa.

Annex M – CMM 2016/02 on Standards for the collection, reporting, verification and exchange of data

CMM 2016/02

CMM for the Collection, Reporting, Verification and Exchange of Data relating to fishing activities in the Agreement Area

Contracting Parties to the Southern Indian Ocean Fisheries Agreement:

Recalling that Article 6(1) (f) of the *Southern Indian Ocean Fisheries Agreement* (the Agreement) calls on the Meeting of the Parties to develop rules for the collection and verification of scientific and statistical data, as well as for the submission, publication, dissemination and use of such data;

Further recalling that Articles 10(1)(c) and 11(3) set out the duties relevant to the collection and provision of data and related processes for Contracting Parties and Flag States respectively;

Recognising the importance of developing comprehensive arrangements for data collection, reporting, verification and exchange of data to assist the Scientific Committee in performing its functions as outlined in Article 7 of the Agreement;

Noting the relevance of Articles 10(e) and 14 of the *Agreement for the Implementation of the Provisions of the United Nations Convention on the Law of the Sea of 10 December 1982 relating to the Conservation and Management of Straddling Fish Stocks and Highly Migratory Fish Stocks* (UNFSA) which call on States to cooperate through regional fisheries management organisations to agree on the standards for the collection, reporting, verification and exchange of data on fisheries for the stocks, and the specifications and format for the data to be provided and to cooperate in their scientific research;

Considering the provisions set forth in the *Resolution on data collection concerning the high seas in the Southern Indian Ocean*, adopted by the Conference on the Southern Indian Ocean Fisheries Agreement in the Seychelles from 13-16 July 2004;

Noting the importance of data collection and catch reporting for the purposes of ensuring scientific stock assessment and implementing an ecosystem approach to fisheries management; and

Further noting that the Meeting of Parties has adopted policies and procedures for the maintenance of data confidentiality (CMM 2016/03);

Adopts the following conservation and management measure (CMM) in accordance with Article 6 of the Agreement:

Application

1. This CMM applies to all Contracting Parties, cooperating non-Contracting Parties (CNCs) and Participating Fishing Entities (PFEs).
2. This CMM prescribes the standards for the collection, reporting, verification and exchange of data related to fishing activities by vessels fishing in the SIOFA Area of Application (the Agreement Area) that are flying the flag of a Contracting Party, CNC or PFE. These data standards shall assist the Meeting of the Parties to fulfil its objectives under the Agreement insofar as it relates to assessing the state of the fisheries within SIOFA's competence, including the status of target and non-target species and the impact of fishing on the marine environment.

Terminology

3. The following definitions apply to this CMM including its annexes:
 - a. 'other species of concern' means those species as may be defined by the Scientific Committee from time to time.
 - b. 'National Report' means the report defined in paragraph 8 of this CMM.

Vessel Catch and Effort Data

Collection of data

4. Contracting Parties, CNCs and PFEs shall ensure that data on fishing activities, including for target, non-target and associated and dependent species such as marine mammals, marine reptiles, seabirds or 'other species of concern', are collected from vessels flying their flag that are fishing in the Agreement Area in accordance with the relevant sections of Annex A.
5. The Scientific Committee shall, by no later than the ordinary meeting of the Scientific Committee in 2017, provide advice and recommendations to the Meeting of the Parties on an appropriate spatial resolution for the collection and reporting of data to facilitate effective stock assessment. Until the Meeting of the Parties, based on the advice of the Scientific Committee, determines an appropriate spatial resolution for the collection and reporting of data, Contracting Parties, CNCs and PFEs shall ensure that data are collected on a haul by haul basis.

Data collection and submission

6. Contracting Parties, CNCs and PFEs shall report to the Secretariat, by 31 May each year, the data collected under paragraphs 4 and 5 for the previous calendar year, in accordance with the format prescribed in the corresponding annexes.

7. Contracting Parties, CNCPs and PFEs shall provide to the Secretariat, by 31 May each year, annual catch summaries for all species/groups caught in the Agreement Area during the previous calendar year. The catch summaries shall include the following information:
 - a. Calendar year (eg 2015)
 - b. FAO statistical area (eg FAO87)
 - c. Species/group name (common name and scientific name)
 - d. Species/group code (FAO3-alpha code 19, EG ORY) (if available)
 - e. Annual catch total – tonnes raised to 'live' weight.

National report

8. Following the entry into force of this CMM, Contracting Parties, CNCPs and PFEs shall provide to the Scientific Committee, at least 30 days prior to the commencement of each ordinary meeting, an annual National Report of their fishing, research and management activities in accordance with the following:
 - a. For the first report: the National Report shall include details of activities of the previous five calendar years;
 - b. For all reports thereafter: the National Report shall include details of activities of the previous calendar year; and
 - c. In either case, the National Report shall take into account the guidelines prepared by the Scientific Committee for the preparation of such reports.

Historical Data

9. To assist with the development of a bottom fishing footprint and stock assessments, Contracting Parties, CNCPs and PFEs shall provide to the Secretariat, by 31 January 2017,⁴ historical catch, effort and, if available, observer data from vessels flying their flag that were fishing in the Agreement Area at any time during the period 2000 to 2015, and any previous years where available, in a format as close as is possible to the annexes to this CMM. The catch, effort and, if available, observer data provided to the Secretariat may initially be provided as unverified data, and updated with verified data any time before 31 January 2018. Any State or fishing entity that becomes a Party to the Agreement, a CNCP or PFE after the date this CMM is adopted shall provide their historical data to the Secretariat within 12 months of becoming Party to the Agreement, or becoming a CNCP or PFE.
10. Where possible, Contracting Parties, CNCPs and PFEs are encouraged to provide relevant, reliable historical data for species caught in waters under their national jurisdiction where such information would assist in understanding the status of the stocks and the impacts of fishing on all target species, non-target and associated and dependent species and the marine environment within the Agreement Area.

⁴ If the SIOFA database is not established by this time, Contracting Parties, CNCPs and PFEs shall provide a comprehensive data summary to the ordinary meeting of the Scientific Committee in 2017.

Scientific Observer Data

11. All Contracting Parties, CNCs and PEs shall implement national scientific observer programmes to collect from activities undertaken by vessels flying their flag:
 - a. Vessel information, effort and catch data for its fishing activities in the Agreement Area, including target, non-target and associated and dependent species including marine mammals, marine reptiles, seabirds or 'other species of concern';
 - b. Biological or other data and information relevant to the management of fishery resources in the Agreement Area, as specified in this CMM, or as identified from time to time by the Scientific Committee or through processes identified by the Meeting of the Parties; and
 - c. Relevant scientific information related to the implementation of the provisions of the CMMs adopted by the Meeting of the Parties.
12. Contracting Parties, CNCs and PEs shall, through their National Report, provide to the Scientific Committee an annual observer programme implementation report which should include sections covering: observer training, programme design and coverage, type of data collected, and any problems encountered during the previous calendar year.
13. Contracting Parties, CNCs and PEs shall endeavour, for all observed trips, to collect observer data in accordance with the relevant sections of Annex B. All observer data collected by Contracting Parties, CNCs and PEs shall be reported to the Secretariat by 31 May each year for the previous calendar year. Annex B will be reviewed by the Scientific Committee at its ordinary meeting in 2018 based on observer data provided.

Vessel Monitoring System Data

Implementation of Vessel Monitoring System

14. Contracting Parties, CNCs and PEs shall ensure that all vessels flying their flag that are fishing in the Agreement Area are fitted with operational automatic location communicator (ALC) reporting back to the flag State.
15. Contracting Parties, CNCs and PEs shall ensure that ALC units on vessels flying their flag remain operational at all times while in the Agreement Area.
16. Contracting Parties, CNCs and PEs shall develop, implement and improve systems to maintain a record of all vessel position information reported through VMS systems and logbooks, in relation to vessels flying their flags while these vessels are in the Agreement Area, such that this information may be used to document vessel activity in the Agreement Area, and to validate fishing position information provided by those vessels.

17. Contracting Parties, CNCs and PFEs are encouraged to share VMS data where it is requested from another Contracting Party, CNC or PFEs in support of patrol or surveillance activities.

Frequency and accuracy of position reporting

18. Contracting Parties, CNCs and PFEs shall ensure that:
- a. VMS position reports are transmitted from each vessel flying their flag:
 - i. at least once every 2 hours if fishing using trawling methods or if within 20nm of an exclusive economic zone boundary; or
 - ii. at least once every four hours in other circumstances.
 - b. Under normal satellite navigation operating conditions, positions derived from the data reported shall be accurate to within 100m; and
 - c. VMS position reports include at least the following information:

Category	Data	Remarks
Vessel information	Static unique	For example, FAO 3 alpha or 2 alpha, country code followed by national vessel registration number
Activity detail	Latitude	Position latitude (decimal degrees, to the nearest 0.01 degrees)
	Longitude	Position longitude (decimal degrees, to the nearest 0.01 degrees)
Message	Date	Position date (UTC)
	Time	Position time (UTC)

Data Verification

19. Contracting Parties, CNCs and PFEs shall:
- a. ensure that fishery data are verified through an appropriate system of data verification mechanisms;
 - b. develop, implement and improve data verification mechanisms, which may include:
 - i. Position verification through vessel monitoring systems;
 - ii. Independent monitoring, including scientific observer programs and approved electronic observer programs,⁵ to verify industry data on catch, effort, catch composition (target and non-target), discards and other details of fishing operations;

⁵ Approved electronic observer programs refers to those programs that meet the SIOFA agreed standard as has been reviewed by the Scientific Committee and approved by the Meeting of the Parties as being capable of meeting the data requirements in this CMM.

- iii. Vessel trip, landing and transshipment reports; and
- iv. Port sampling.
- c. provide to the Scientific Committee, through their National Report, an annual data verification report which should provide information regarding their development and implementation of data verification mechanisms.

Format for data submission

20. Contracting Parties, CNCPs and PFEs shall report all data required to be reported by this measure to the Secretariat in accordance with the formats described in this CMM, including its annexes.

21. Specifications for the submission of data:

- a. times, longitudinal/latitudinal information and units of measure are to be reported in accordance with the format described in Annex C;
- b. Species are to be described using the FAO 3 letter Species Codes;⁶
- c. Fishing methods are to be described using the International Standard Classification of Fishing Gear (ISSCFG - 29 July 1980) codes;⁷ and
- d. Types of fishing vessels are to be described using the International Standard Classification of Fishery Vessels (ISSCFV) codes.⁸

Review

22. This CMM should be reviewed periodically by the Scientific Committee and the Meeting of the Parties, taking into account new information or data requirements as may be decided.

⁶ www.fao.org/fi/statist/fisoft/asfis/asfis.asp

⁷ <http://www.fao.org/fishery/cwp/handbook/M>

⁸ <http://www.fao.org/fishery/cwp/handbook/L>

Standards for the Collection, Reporting, Verification and Exchange of Data

Annexes

List of Annexes:

Annex A - Vessel Catch and Effort Data

Annex B – Voluntary Observer Data

Annex C - Specifications for the Exchange of Data

Vessel Catch and Effort Data

1. Contracting Parties, CNCPs and PFEs shall ensure that the following data on fishing activities are collected from all fishing vessels flying their flag in the Agreement Area:

Data Set – Fishing activities
General (Trip) Vessel flag State (ISO 3-apha) Name of vessel International radio call sign (if any) Vessel Registration number (flag State) Lloyd's / IMO /IHS Fairplay Number (if allocated) Vessel size: Gross Tonnage (Gross register tonnage may be used if GT is not available, or both) Name of person filling in the data
Weight Conversion Factor Species Processing type Conversion factor = live weight/processed weight
Haul Information Intended Target species (FAO code) Type of fishing (C)ommercial; (R)esearch; (S)urvey data Haul ID number
Set Start date and Time (Based on Coordinated Universal Time (UTC)) Recorded at start and end of fishing For longline vessels - record at start and end of setting, in addition to start and end of haul Date format (YYYY.MON.DD) Time format (hh.mm) Decimal degrees (WGS84 are to be used to describe locations)
Position at start and end of fishing Latitude Longitude Use N and S rather than + and – Use E and W rather than + and – For longline vessels – position is recorded at the start and end of setting For Trawl fishing – for bottom trawl “start” is defined as when the groundrope is on the bottom, “end” is when the tow ends. – for midwater trawl “start” is defined as when the fishing gear is at target fishing depth, “end” is when the tow ends.
Bottom Depth (m) As recorded at the start and end of fishing
Fishing / gear depth (m) As recorded at the start and end of fishing For trapping/potting, Actual Fishing / gear depth (m) as recorded at start is required
Species retained Estimated catch retained on board by species (FAO species/group code/scientific name) in live weight (kg)

<p>Species Discarded</p> <p>An estimation of the amount of living marine resources discarded by species if possible in live weight (kg)</p>
<p>Incidental bycatch of marine mammals, seabirds, reptiles and 'other species of concern'</p> <p>Yes / No</p> <p>For each species caught</p> <ul style="list-style-type: none"> • Species name • Number alive • Number dead or injured

- Contracting Parties, CNCPs and PFEs shall ensure that the following gear-specific data on fishing activities, as applicable, are collected from all fishing vessels flying their flag in the Agreement Area.

Data Set - Gear
<p>Trawl</p> <p>Mesh Size (mm)</p> <p>Trawl technique:</p> <p>Type of trawl: (S)ingle, (D)ouble or (T)riple</p>
<p>Longline</p> <p>Type of longline (Spanish, Trotline, Autoline)</p> <p>Type of bait</p> <p>Hook size (mm)</p> <p>Hook spacing (m)</p> <p>Hook code or make</p> <p>Length of line (m)</p> <p>Number of hooks set</p> <p>Number hooks per cluster (if Trotline)</p> <p>Number of hooks lost (attached to lost sections of line)</p>
<p>Trap/Pot</p> <p>Pot type</p> <p>Type of line: Dropline or longline</p> <p>Length of line (m)</p> <p>Pot spacing (m)</p> <p>Number of pots set</p> <p>Number of pots lost</p> <p>Type of bait</p>
<p>Dahn/Drop Line/ Handline</p> <p>Total number of hooks in the set</p> <p>Number of hooks lost</p> <p>Hook code or make</p> <p>Type of leader used</p> <p>Total number of line lifts in the set</p> <p>Type of bait used</p>

Voluntary Observer Data

1. Contracting Parties, CNCPs and PFEs shall endeavour, for all observed trips, to collect and provide to the Secretariat the data contained in this Annex in accordance with the format set out below.
2. Contracting Parties, CNCPs and PFEs shall, where appropriate, ensure that observers are briefed and provided with documented length-frequency and biological sampling protocols and the specific priorities for the trip for the sampling activities documented below.
3. Contracting Parties, CNCPs and PFEs shall endeavor to collect tissue, otolith and/or stomach samples in accordance with any research programs developed by the Scientific Committee.

Data Set – Observer data
<p>Trip Details</p> <p>Trip Number</p> <p>Cruise details (start and end dates – YYYY.MON.DD)</p> <p>Date report is generated (UTC)</p> <p>Current vessel flag State (ISO 3-apha)</p> <p>Name of vessel</p>
<p>Observer Details</p> <p>Observer name and ID</p> <p>Nationality (ISO 3-apha)</p> <p>Employing organisation</p> <p>Contact name in organisation (Address/email/fax)</p> <p>Boarding location (UNLOCODE, if applicable or Latitude/Longitude)</p> <p>Boarding Date (UTC:YYYY.MON.DD)</p> <p>Disembarkation location (UNLOCODE, if applicable or Latitude/Longitude)</p> <p>Disembarkation date (UTC:YYYY.MON.DD)</p> <p>Time Zone (UTC +/-)</p>
<p>Length Frequency Data</p> <p>Representative and randomly sampled length-frequency data shall be collected for the target species (FAO species code)</p> <p>Where possible, representative and randomly sampled length-frequency data shall be collected for other main by-catch species.</p> <p>Length data shall be collected and recorded at the most precise level appropriate for the species (cm or mm and whether to the nearest unit or unit below) and the type of measurement used (total length, fork length, or standard length) shall also be recorded.</p>

Where possible, total weight of length-frequency samples should be recorded, or estimated and the method of estimation recorded
Where possible, Observers should determine and record sex of measured fish to generate length-frequency data stratified by sex

Biological Sampling

Species

Length (mm or cm), with record of the type of length measurement used.

Skates and rays:

- maximum disk width shall be measured

Sharks

- Appropriate length measurement to be used should be selected for each species. As a default, total length should be measured.

Weight (kg)

Sex (male, female, immature, unsexed)

Maturity stage (and criteria/schedule used)

Gonad weight (g)

Otoliths

Incidental capture of seabirds, mammals turtles or 'other species of concern'

The following data shall be collected for all seabirds, mammals, turtles and other species of concern caught in fishing operations:

- Species (identified taxonomically as far as possible, or accompanied by photographs if identification is difficult) and size
- Estimated species abundance around fishing vessel
- Species interactions with fishing gear
- Count of the number of each species caught per tow or set
- Fate of bycatch animal(s) (retained or released/discarded)
- If released, life status (vigorous, alive, lethargic, injured, dead) upon release
- If injured, what was the cause of injury?
- If dead, then collect information or samples for onshore identification in accordance with pre-determined sampling protocols. Where this is not possible, observers may be required to collect sub-samples of identifying parts, as specified in biological sampling protocols
 - Record the type of interaction (hook/line entanglement/warp strike/net capture/other) if other, describe
- Sex of each individual for taxa where this is feasible from external observation, e.g. pinnipeds, small cetaceans or Elasmobranchii species
- identify any circumstances or actions that may have contributed to the bycatch event? (E.g. tori line tangle, high levels of bait loss)

Tag Recoveries

The following data shall be collected for all recovered fish, seabird, mammal or reptile tags if the organism is dead, to be retained, or alive:

- Name of observer
- Name of vessel
- International radio call sign (if any)
- Vessel flag State (ISO 3-apha)

- Collect, label (with all details below) and store the actual tags for later return to the tagging agency
- Species from which tag recovered
- Tag colour and type (spaghetti, archival)
- Tag numbers
- Date and time of capture (UTC)
- Location of capture (Lat/Lon, to the nearest 1 minute)
- Animal length / size (cm or mm) with description of what measurement was taken (such as total length, fork length, etc)
- Sex (F=female, M=male, I=indeterminate, D=not examined)
- Whether the tags were found during a period of fishing that was being observed (Y/N)

Hierarchies for Observer Data collection

Fishing Operation Information

All vessel and tow / set / effort information.

Reporting of Catches

Record time, weight of catch sampled versus total catch or effort (e.g. number of hooks), and total numbers of each species caught

Identification and counts of seabirds, mammals, reptiles (e.g. turtles), sensitive benthic species and vulnerable species

Record numbers or weights of each species retained or discarded

Record instances of depredation, where appropriate

Biological Sampling

Check for presence of tags

Length-frequency data for Target species (FAO species code)

Basic biological data (sex, maturity) for Target species (FAO species code)

Length-frequency data for main by-catch species

Otoliths (and stomach samples, if being collected) for Target species (FAO species code)

Basic biological data for by-catch species

Biological samples of by-catch species (if being collected)

Take photos

For trawl fishing activities ONLY

Gear details

Net ID

Net type (ISSFCV)

Headrope length (m)

Groundrope length (m)

Bobbin diameter (cm)

Otterboard to wing length (m)

Horizontal Opening (m)

Vertical Opening (m)

Codend mesh

Mesh size (cm), codend circumference (cm), Orientation

Mesh type (diamond, square, etc)

Otterboard

Type, weight (kg)

Net design

Net design description including make, model etc

Trawl details

Trawl Number

Gear

Trawl type: Research or Commercial (R/C)

Observed (Yes/No)

Target Species (FAO species code)

Date Start (YYYY.MON.DD)

Date Finish (YYYY.MON.DD)

Time net deployed (hh:mm)

Time net retrieved (hh:mm)

Start and End Fishing

(For Trawl fishing – “start” is defined as when the otterboard is on the bottom, “end” is when the tow ends)

Time (hh:mm)

Latitude

Longitude

Trawl Depth (m)

Bottom Depth (m)

Other

Offal discharged during shooting (Y/N)

Offal discharged during hauling (Y/N)

Trawl speed (knots)

Horizontal opening (m)

Total catch (kg)

Observed catch composition

Observer ID

Was Haul observed for fish/invertebrate by-catch (Y/N):

Record the total weight of all sub-samples for this shot (kg):

Species

FAO species code

Scientific name

Total retained catch weight (kg)

Total discarded catch weight (kg)

Bycatch mitigation measures employed:

Were bird scaring (tori) lines in use? (Yes/No)

Were bird bafflers in use? (Yes/No)

Trawl warp strike (to be monitored for 15 minutes immediately after the net has been

deployed).

Trawl number

Name of observer

Start observation time (hh:mm)

End observation time (hh:mm)

Number of heavy warp strikes (record for Albatross, Giant Petrels, White chinned petrels, Other petrels)

Air

Water

Sinker

Seabird abundance observation

Seabirds present in observation area (y/n)

Estimated numbers of abundance (by species)

For Longline fishing activities ONLY

Longline Description

Longline Type (FFSSCV)

Period in which the gear was used (YYYY.MON.DD)

Start and end date (YYYY.MON.DD)

Target Species (FAO species code)

Main Line

Material

Diameter (mm)

Integrated Wt (g/m)

Branch Lines

Material

Length (M)

Spacing (m)

Hooks

Type

Make

Total length (mm)

Shank (mm)

Gape (mm)

Throat (mm)

Front length (mm)

Usual setting position

Line off bottom (m)

Hooks off bottom (m)

Method of baiting (manual/automatic)

Automatic baiting equipment (make and model)

Hook sinkers

Size (g)
 Position from hook (mm)
 Offal dumping position (port, starboard, stern)
 longline setting position (port, starboard, stern)
 Offal dumping during hauling (never, occasionally, always)
 Propeller rotation direction (clockwise/anti-clockwise)
 Detail the weight and distance between the line weights for the longline system used
 Single (Auto) Line (kg:m)
 Double (Spanish) Line (kg:m)
 Trotline (vertical droppers/trots attached to a mainline) (kg:m)

General Streamer Line Description

Vessel equipped with a streamer line (y/n)
 Number of streamer lines regularly set
 Streamer line position (port, starboard, stern)
 Streamer line length (m)
 Streamer length min/max (m)
 Attached height above water (m)
 Distance between streamers (m)
 Number of streamers
 Streamer design (single or paired)
 Aerial extent of line (m)
 Method used to assess aerial extent
 Streamer material
 Streamer line diameter (mm)
 Streamer colours
 Streamer line over bait entry position? (y/n/u)
 Distance from stern to bait entry point (m)
 Towed object (Y/N)
 Horizontal distance from bait entry point to streamer line (m)

Daily setting observations

Set Number (as referenced in catch and effort log)
 Set Type: Research or Commercial (R/C)
 Longline Type Code (FSSCV)
 Trotline cetacean exclusion device used (Y/N)
 Date of observation (YYYY/MON/DDy)

Setting information

Vessel setting speed (knots)
 Number sets unobserved since last set

Start and End setting for each haul

Date (YYYY/MON/DD)
 Time (hh:mm)
 Latitude
 Longitude
 Bottom Depth (m)
 Total length of longline set (km)
 Total number of hooks for the set

For each Observation

Start date (YYYY.MON.DD)

Start time (hh:mm)

End date (YYYY.MON.DD)

End time (hh:mm)

Details of Longline Setting

Main line length (m)

Number of hooks set

Number of Baskets/Magazines Set

Number of hooks per Basket/Magazine

Percentage hooks baited

Distance between branches (m)

Distance of hooks off bottom (m)

Bait species (FAO species code)

Deck lights during setting (On, Off)

Streamer lines used (Yes, No)

Number of streamer lines used

Offal dumping during setting (Yes, No)

Bait entry position (Port, Starboard, Stern)

Daily hauling observations

Set number

Date of observation (YYYY.MON.DD)

Hauling Information

Number of hooks observed for seabird and fish by-catch (tally period)

Offal dumped during hauling (Yes / No)

Gear lost

Number of sections lost

Number of hooks lost that were attached to lost sections of the longline

Number of other hooks lost (excluding hooks attached to lost sections)

Observed catch composition

Was Haul observed for fish/invertebrate by-catch (Y/N):

Estimate percentage of the haul observed for by-catch (%)

Species

Species code (FAO species code)

Total retained catch weight (kg)

Total discarded catch weight (kg)

Species Retained

Observed number retained

Observed number retained with tags

Species Discarded

Observed number discarded

Observed number discarded dead
Observed number discarded alive

Species Lost

Observed number lost/dropped off at surface

For Trapping/Potting Fishing Activities ONLY

Gear type

pot type (with drawing)
mesh size (mm)

Funnel position

orientation
aperture (cm)
number of chambers
Escape port present (y/n)
dimensions (cm) of escape port

Processing Details and Conversion Factors (CF)

Haul Number
Name of observer
Species Code (FAO species code)
Processing Code
Length Range
Min
Max
Number of individuals
Live Weight (kg)
Processed Weight (kg)
Grade
Conversion Factor

Set and haul details

Set Number
Date of observation YYYY.MON.DD)
Set Type: Research or Commercial (R/C)
Target species (FAO species code)
Offal dumped during setting (Yes / No)
Offal dumped during hauling (Yes / No)

Start and End setting. Repeat for hauling

Date (YYYY.MON.DD)
Time (:mm)
Latitude
Longitude
bottom depth (m)

Gear Details

Length of line (m)

Type of line
Pot spacing (m)
Bait type

Setting

number of pots set
number of pots observed

Hauling

number of pots hauled
number of pots observed

Observed interactions with birds or marine mammals

Species Code (FAO species code)

Setting

Abundance (500m radius)
Gear interaction (y/n)

Hauling

Abundance (500m radius)
Gear interaction (y/n)

Observed catch composition

Name of observer
Was Haul observed for fish/invertebrate by-catch (Y/N):
Estimate percentage of the haul observed for by-catch (%):

Number of pots observed for by-catch:

Species Code (FAO species code)
total retained catch weight (kg)
total discarded catch weight (kg)

Species Retained

observed number retained
observed number retained with tags

Species Discarded

observed number discarded
observed number discarded dead
observed number discarded alive

Species Lost

observed number lost/dropped off at surface

For Dahn/Drop lining fishing activity ONLY

Dahn/Dropline Description

Line Type
Period in which the gear was used (YYYY.MON.DD) Start and end date
Target species (FAO species code)

Main Line

Material

Diameter (mm)

Integrated Wt (g/m)

Hooks

Type

Make

Total length (mm)

Shank (mm)

Gape (mm)

Throat (mm)

Front length (mm)

Usual setting position

Line off bottom (m)

Hooks off bottom (m)

Method of baiting (manual/automatic)

Automatic baiting equipment (make and model)

Offal

Offal dumping position (port, starboard, stern)

offal dumping during hauling (never, occasionally, always)

Propeller rotation direction (clockwise/anti-clockwise)

General Streamer Line Description

Vessel equipped with a streamer line (y/n)

Number of streamer lines regularly set

Streamer line position (port, starboard, stern)

Streamer line length (m)

Streamer length min/max (m)

Attached height above water (m)

Distance between streamers (m)

Number of streamers

Streamer design (single or paired)

Ariel extent of line (m)

Method used to assess aerial extent

Streamer material

Streamer line diameter (mm)

Streamer colours

Streamer line over bait entry position? (y/n/u)

Distance from stern to bait entry point (m)

Horizontal distance from bait entry point to streamer line (m)

Details of Dahn/Dropline/Handline Setting

Main line length (m)

Number of hooks set

Percentage hooks baited

Distance between branches/snoods (m)

Distance of hooks off bottom (m)

<p>Bait species</p> <p>Bait size</p> <p>Bait proportion</p> <p>Deck lights during setting (On, Off)</p> <p>Streamer lines used (Yes, No)</p> <p>Number of streamer lines used</p> <p>Offal dumping during setting (Yes, No)</p> <p>Daylight period</p> <p>Moonlight</p> <p>Bait entry position (Port, Starboard, Stern)</p> <p>Vessel setting speed (knots)</p> <p><i>Start and End setting. Repeat for Start and End of hauling</i></p> <p>Date (YYYY.MON.DD)</p> <p>Time (hh:mm)</p> <p>Latitude</p> <p>Longitude</p> <p>Bottom Depth (m)</p> <p><i>Gear lost</i></p> <p>Number of sections lost</p> <p>Number of hooks lost that were attached to lost sections of the dahn/dropline</p> <p>Number of other hooks lost (excluding hooks attached to lost sections)</p> <p><i>Observed catch composition</i></p> <p>Observer ID</p> <p>Was Haul observed for fish/invertebrate by-catch (Y/N):</p> <p>Estimate percentage of the haul observed for by-catch (%)</p> <p>Species (data shall be collected for each observed species)</p> <p>Species code (FAO species code)</p> <p>total retained catch weight (kg)</p> <p>total discarded catch weight (kg)</p> <p><i>Species Retained</i></p> <p>observed number retained</p> <p>observed number retained with tags</p> <p><i>Species Discarded</i></p> <p>observed number discarded</p> <p>observed number discarded dead</p> <p>observed number discarded alive</p> <p><i>Species Lost</i></p> <p>observed number lost/dropped off at surface</p>
<p>Interactions with Vulnerable Marine Ecosystems (VME)</p> <p>General information</p> <p>Name of observer</p> <p>Name of vessel</p> <p>Date</p>

Trip number

Set number

VME location

Start and end positions of all gear deployments and/or observations. (Latitude/longitude)

Depth(s) fished (m)

Fishing Gear

Indicate fishing gears used at each location

VME Taxa

a) Species (identified taxonomically as far as possible, or accompanied by a photograph where identification is difficult).

b) An estimate of the quantity (weight (kg) or volume (m³)) of each listed benthic species caught in the tow.

c) An overall estimate of the total quantity (weight (kg) or volume (m³)) of all invertebrate benthic species caught in the tow.

d) Where possible, and particularly for new or scarce benthic species which do not appear in ID guides, whole samples should be collected and suitably preserved for identification on shore.

5) Collect representative biological samples from the entire VME catch. (Biological samples shall be collected and frozen when requested by the scientific authority in a Contracting Party). For some coral species that are under the CITES list photographs should be taken.

Specifications for the Exchange of Data

1. Coordinated Universal Time (UTC) shall be used to describe times, using the following submission format: YYYY-MON-DDThh:mm:ss where:
 - a. YYYY - represents a 4-digit year e.g. "2007"
 - b. MON - represents a 3-character month abbreviation e.g. "APR"
 - c. DD - represents a 2-digit day e.g. "05"
 - d. T - is a space separator
 - e. hh - represents hours based on the 24hr clock (length = 2 digits) e.g. "16"
 - f. mm - represents minutes (length = 2 digits) e.g. "05"
 - g. ss - represent seconds (length = 2 digits) e.g. "00"

Example

2003-JUL-17T13:10:00 = 1.10pm (1310h), 17 July 2003

2. Decimal degrees (WGS84) are to be used to describe locations.
3. The following standard shall be used for the submission of latitudinal/ longitudinal information:
 - a. Northern latitudes and eastern longitudes should be indicated by the use of [unsigned] positive decimal degree values
 - b. Southern latitudes and western longitudes should be indicated by the use of negative decimal degree values

Latitude - Degrees: Represented as positive (unsigned) or negative numbers from 0 to 89.99	E.g. If value = 83.2, this means 83.2° N E.g. if value = -83.2, this means 83.2° S
Longitude – Degrees: Represented as positive (unsigned) or negative numbers from 0 to 179.99	E.g. If value = 83.2, this means 83.2° E E.g. if value = -83.2, this means 83.2° W

4. Metric units of measure be used, specifically:
 - a. Tonnes or kilograms are to be used to describe catch weight
 - b. Metres are to be used to describe height, width, depth, beam or length

- c. Cubic metres are to be used to describe volume
- d. Kilowatts are to be used to describe engine power

Annex N – CMM 2016/03 for the Data Confidentiality Policy and Procedures

CMM 2016/03

Conservation and Management Measure for Data Confidentiality and Procedures for access and use of data

Contracting Parties to the Southern Indian Ocean Fisheries Agreement;

RECOGNISING that article 4(a) of the *Southern Indian Ocean Fisheries Agreement* (SIOFA or the Agreement) calls on the Contracting Parties, in giving effect to the duty to cooperate, to adopt measures on the basis of the best scientific evidence available to ensure the long-term conservation of fishery resources, taking into account the sustainable use of such resources and implementing an ecosystem approach to their management;

FURTHER RECOGNISING article 11(3)(d) of the Agreement which provides that Contracting Parties shall collect and share in a timely manner, complete and accurate data concerning fishing activities by vessels flying its flag operating in the area, in particular on vessel position, retained catch, discarded catch and fishing effort, where appropriate maintaining confidentiality of data as it relates to the application of relevant national legislation; and

RECALLING Article 14 of the Agreement which calls on Contracting Parties to promote transparency in decision making processes and other activities carried out under the Agreement;

Adopts the following Conservation and Management Measure (CMM) in accordance with Article 6 of the Agreement:

1. This CMM establishes the policy and procedures on confidentiality of data that will apply to data collected from Contracting Parties, CNCPs and PFEs in accordance with the Agreement and relevant SIOFA CMMs.

Data Submitted to the Secretariat

2. The policy for releasing catch-and-effort, length-frequency and observer data will be as follows:

Public domain data

a) The following data shall be considered to be “public domain data”:

i) Data for vessels including current flag, name, registration number, international radio call sign, IHS-Fairplay (IMO) number, previous names, port of registry, previous flag, type of vessel, types of fishing methods, length, length type, gross tonnage (and/or gross registered tonnage), power of main engine(s), hold capacity, vessel authorisation start and end dates; and

ii) Observer data grouped by 5° longitude by 5° latitude, stratified by month and by fishing nation, provided that:

- A. the catch of no individual vessel can be identified within a time/area stratum; and
- B. the flag State that submitted the data provides its written authorisation that such data be considered to be “public domain data”.

b) The following data shall be considered to be “public domain catch and effort data”: Catch-and-effort and length-frequency data grouped by 5° longitude by 5° latitude by month stratified by fishing method associated with catch and flag State, provided that the catch of no individual vessel can be identified within a time/area stratum. In cases when an individual vessel can be identified, the data will be aggregated to preclude such identification, and will then be “public domain catch and effort data”.

c) The Secretariat shall keep “public domain catch and effort data” confidential until the Meeting of the Parties has acted on the advice of the Scientific Committee in relation to a SIOFA Bottom Fishing Impact Assessment and SIOFA bottom fishing footprint as provided for under the Conservation and Management Measure for the Management of Bottom Fishing in the SIOFA Area. This will not prevent observer data or finer scale catch and effort data being made available by the Secretariat to the Scientific Committee on a confidential basis where required.

d) The Secretariat shall compile and disseminate “public domain data”, and “public domain catch and effort data provided the conditions in paragraph 2c) are satisfied, through appropriate mechanisms, including the SIOFA website, once developed.

Finer level stratification

e) Fine-scale data including catch and effort, length-frequency and observer data will be made available to the Scientific Committee and any of its working groups, on a confidential basis, to undertake its work.

f) Catch-and-effort and length-frequency data grouped at a finer level of time-area stratification will only be released with written authorisation from the flag State that submitted the data. Each such data release will also require the specific permission of the Secretariat;

g) Individuals requesting the data are required to provide a description of the research project, including the objectives, methodology and intentions for publication. Prior to publication, the manuscript should be cleared by the Secretariat. The data are released only for use in the specified research project and the data must be destroyed upon completion of the project. However, with written authorisation from the flag State that submitted the data, catch-and-effort and length-frequency data may be released for long-term usage for research purposes, and in such cases the data need not be destroyed;

- h) The identity of individual vessels will be hidden in finer-level data unless the individual requesting this information can justify its necessity and the flag State that submitted the data provides its written authorisation;
- i) Individuals requesting data shall provide a report of the results of the research project to the SIOFA Secretariat for subsequent forwarding to the sources of the data.

Procedures for the safeguard of records

3. Procedures for safeguarding records and databases will be as follows:

- a) Access to logbook-level information or detailed observer data will be restricted to SIOFA staff members who require these records for their official duties. Each staff member having access to these records will be required to sign an attestation recognising the restrictions on the use and disclosure of the information;
- b) Logbook and observer records will be kept locked, under the specific responsibility of the Data Manager. These sheets will only be released to authorised SIOFA personnel for the purpose of data input, editing or verification. Copies of these records will be authorised only for legitimate purposes and will be subjected to the same restrictions on access and storage as the originals;
- c) Databases will be encrypted to preclude access by unauthorised persons. Full access to the database will be restricted to the Data Manager and to senior SIOFA staff members requiring access to these data for official purposes, under the authority of the SIOFA Executive Secretary. Staff entrusted with data input, editing and verification will be provided with access to those functions and data sets required for their work.

Data submitted to the Scientific Committee

- 4. Data submitted to the Scientific Committee and any of its working groups will be retained by the Secretariat or made available for other analyses only with the permission of the flag State that submitted the data.
- 5. The above rules of confidentiality will apply to all members of the Scientific Committee and any of its working groups.

Annex O – CMM 2016/04 on vessels without nationality

CMM 2016/04

Conservation and Management Measure on Vessels without Nationality

Contracting Parties to the Southern Indian Ocean Fisheries Agreement;

RECOGNISING that vessels without nationality operate without governance and oversight,

CONCERNED that fishing in the SIOFA Area of Application (the Agreement Area) by vessels without nationality undermines the objective of the Agreement and the work of the Meeting of the Parties;

NOTING Articles 92 and 94 of the United Nations Convention on the Law of the Sea (UNCLOS) relating to the status of ships and the duties of flag States; and

RECALLING that the FAO Council has adopted an International Plan of Action to Prevent, Deter and Eliminate Illegal, Unreported and Unregulated fishing (IUU fishing) and has recommended that States adopt measures consistent with international law in relation to fishing vessels without nationality involved in IUU fishing on the high seas;

Adopts the following CMM in accordance with Article 6 of the Agreement:

1. A vessel without nationality is a vessel that, under international law, is not entitled to fly the flag of any State or, as referred to in Article 92 of UNCLOS, sails under the flag of two or more States, using them according to convenience.
2. Vessels determined under international law to be vessels without nationality that are fishing in the Agreement Area undermine the Agreement and the efforts of the Contracting Parties, Cooperating non-Contracting Parties (CNCs) and Participating Fishing Entities (PFEs) to ensure the long-term sustainability of the fishery resources, and are engaged in IUU fishing;
3. Contracting Parties, CNCs and PFEs are encouraged to take effective action in accordance with international law, including, where appropriate, enforcement action, against vessels without nationality that are engaging, or have engaged, in fishing or fishing related activities in the Agreement Area, and to prohibit the landing and transshipment of fish and fish products, and access to port services, by such vessels, except where such access is essential to the safety or health of the crew or the safety of the vessel;
4. Contracting Parties, CNCs and PFEs are encouraged to adopt necessary measures, including, where relevant, domestic legislation, to allow them to take the effective action referred to in paragraph 3 to prevent and deter vessels without nationality from engaging in fishing or fishing related activities in the Agreement Area.

5. Contracting Parties, CNCPs and PFEs are encouraged to share information about vessels suspected to be without nationality to assist in clarifying the status of such vessels, and about the activities of vessels without nationality to inform decisions about action to prevent and deter such vessels from engaging in fishing or fishing related activities in the Agreement Area. Any sightings of fishing vessels that are suspected of, or confirmed as being, without nationality that may be fishing in the high seas of the Agreement Area shall be reported to the Secretariat as soon as possible by the appropriate authorities of the Contracting Party, CNCP or PFE whose vessel or aircraft made the sighting. The Secretariat will circulate such information to all Contracting Parties, CNCPs and PFEs as soon as practicable, and will provide a report to the next ordinary meeting of the Compliance Committee of all such information provided.
6. Contracting Parties, CNCPs and PFEs are encouraged to cooperate with all flag States to strengthen their legal, operational and institutional capacity to take action against their flagged vessels that have engaged in IUU fishing or fishing related activities in the Agreement Area, including the imposition of adequate sanctions, as an alternative to de-flagging such vessels, thereby rendering such vessels without nationality.

Annex P – CMM 2016/05 regarding the use of large-scale pelagic drift nets and deep water nets

CMM 2016/05

Conservation and Management Measure regarding the use of large-scale pelagic driftnets and deepwater gillnets in the Southern Indian Ocean Fisheries Agreement Area

Contracting Parties to the Southern Indian Ocean Fisheries Agreement;

CONCERNED by the impact of large-scale pelagic driftnets and deepwater gillnets on fishery resources, bycatch species and deep sea habitats and ecosystems, including the impact of lost and abandoned nets;

NOTING the relevance of United Nations General Assembly (UNGA) Resolution 46/215 on *Large-scale pelagic drift-net fishing and its impact on the living marine resources of the world's oceans and seas*, which calls for the implementation of UNGA resolutions 44/225 and 45/197 and for a global moratorium on all large-scale pelagic driftnet fishing on the high seas of the world's oceans;

FURTHER NOTING Resolution 61/105, adopted by the UNGA at the 61st Plenary Meeting on 8 December 2006 and subsequent UNGA resolutions that call on States and regional fisheries management organisations to regulate bottom fisheries and implement measures in accordance with the precautionary approach and ecosystem approaches to fisheries management;

RECALLING that Article 6(1)(c) and (d) of the Southern Indian Ocean Fisheries Agreement (the Agreement) call on Contracting Parties, in giving effect to the objectives of the Agreement, to evaluate the impact of fishing on the fishery resources and on the marine environment, taking into account the environmental and oceanographic characteristics of the SIOFA Area of Application (the Agreement Area) and to adopt conservation and management measures (CMMs) necessary for ensuring the long-term conservation and sustainable use of the fishery resources in the Agreement Area; and

RECOGNISING Article 4(e) of the Agreement which requires Contracting Parties to apply the principle that fishing practices and management measures shall take due account of the need to minimise the harmful impact that fishing activities may have on the marine environment;

ADOPTS the following CMM in accordance with Article 6 of the Agreement:

1. The use of all large-scale pelagic driftnets⁹ in the Agreement Area is prohibited for any vessel flying the flag of a Contracting Party, cooperating non-Contracting Party (CNCP) or participating fishing entity (PFE).

⁹ 'Large-scale pelagic driftnets' (drift gillnets) are defined as a gillnet or other net or a combination of nets which is more

2. Contracting Parties, CNCPs and PFEs recommend that deepwater gillnets¹⁰ not be used in the Agreement Area by any vessel flying the flag of a Contracting Party, CNCP or PFE until such time as the Meeting of the Parties has received a recommendation from the Scientific Committee.

3. Nothing in this measure shall prevent Contracting Parties, CNCPs or PFEs from applying more stringent measures to large-scale pelagic driftnets not covered by this CMM, or to deepwater gillnets.

4. Until a Compliance Monitoring Scheme is adopted by the Meeting of the Parties, each Contracting Party, CNCP and PFE shall provide a report on its implementation of this CMM to the ordinary Compliance Committee meeting in 2017. In the event that the Compliance Committee does not meet in 2017, implementation reports shall be provided to the 2017 ordinary Meeting of the Parties. In the case of States that are not yet Party to the Agreement, implementation reports shall be provided to the first Compliance Committee meeting after the Agreement enters into force for that State. CNCPs and PFEs shall provide implementation reports to the first Compliance Committee meeting after their CNCP status or PFE status becomes effective.

than 2.5 kilometres in length the purpose of which is to enmesh, entrap or entangle fish by drifting on the surface or in the water.

¹⁰ 'Deepwater gillnets' (trammel net, set nets, anchored nets, sink nets) are defined as strings of single, double or triple netting walls, held vertically, usually on or near the seafloor, in which fish will gill, entangle or enmesh. Several types of nets may be combined in one gear. These nets can be used either alone or, as is more usual, in large numbers placed in line ('fleets' of nets). The gear can be set, anchored to the bottom or left drifting, free or connected with the vessel.

Annex Q – CMM 2016/06 on IUU vessel listing

CMM 2016/06

SIOFA Conservation and Management Measure on the Listing of IUU Vessels

Contracting Parties to the Southern Indian Ocean Fisheries Agreement:

RECALLING that the FAO Council adopted on 23 June 2001 an International Plan of Action to prevent, to deter and eliminate illegal, unreported and unregulated fishing (IPOA-IUU). This plan stipulates that the identification of the vessels carrying out illegal, unreported and unregulated (IUU) activities should follow agreed procedures and be applied in an equitable, transparent and non-discriminatory way;

CONCERNED by the fact that IUU fishing activities in the SIOFA Area of Application (the Agreement Area) diminish the effectiveness of the Conservation and Management Measures (CMMs) adopted by the Meeting of the Parties;

DETERMINED to address the challenge of an increase in IUU fishing activities by way of counter- measures to be applied in respect to the vessels, without prejudice to further measures adopted in respect of flag States under the relevant SIOFA instruments;

NOTING that efforts to prevent, deter and eliminate IUU fishing must be addressed in the light of all relevant international fisheries instruments and in accordance with other relevant international obligations, including the rights and obligations established under the World Trade Organization (WTO) Agreement;

Recalling that Article 1(f) of the *Southern Indian Ocean Fisheries Agreement* (the Agreement) requires the Meeting of the Parties to develop and monitor measures to prevent, deter and eliminate illegal, unreported and unregulated fishing.

Adopt the following CMM in accordance with Article 6 of the Agreement:

1. Each Contracting Party, cooperating non-Contracting Party (CNCP) and Participating Fishing Entity (PFE) shall every year, and at least 120 days before each ordinary Meeting of the Parties, transmit to the Secretariat a list of vessels presumed to be carrying out IUU activities in the Agreement Area during the current and previous year, accompanied by the supporting evidence, as provided in paragraph 3, concerning the presumption of this IUU fishing.

2. Prior to, or at the same time as, transmitting a list of presumed IUU vessels to the Executive Secretary, the Contracting Party, CNCP or PFE shall notify, either directly or through the Executive Secretary the relevant flag State of a vessel's inclusion on this list and provide a copy of the pertinent suitably documented information. The Contracting Party, CNCP or PFE shall request that the flag State promptly acknowledge receipt of this notification.

3. At each ordinary Meeting of the Parties, the Meeting of the Parties shall identify those vessels which have engaged in fishing for fishery resources in the Agreement Area in a manner in contravention of SIOFA CMMs and shall establish a list of such vessels (the IUU Vessel List), in accordance with the procedures and criteria set out below.

4. The list of vessels presumed to be carrying out IUU activities shall be based, *inter alia*, on reports from Contracting Parties, CNCPs and PFEs_ relating to SIOFA CMMs, trade information obtained on the basis of relevant trade statistics such as Food and Agriculture Organization of the United Nations (FAO) data, statistical documents and other national or international verifiable statistics, as well as any other information obtained from port States and/or gathered from the fishing grounds which is suitably documented.

5. Vessels engaged in fishing for fishery resources in the Agreement Area are presumed to have carried out IUU fishing in the Agreement Area when a Contracting Party, CNCP and PFE presents evidence that such vessels, have *inter alia*:

- (a) engaged in fishing for fishery resources in the Agreement Area and are not on the SIOFA Record of Authorized Vessels;
- (b) engaged in fishing for fishery resources in the Agreement Area, in contravention of the vessel's fishing licences, authorisations or permits, or after its flag State has exhausted its quota/s, catch limit or effort allocation established by SIOFA CMMs;
- (c) not recorded or reported their catches made in the Agreement Area as required by adopted reporting procedures, or made false reports;
- (d) retained on board, transhipped or landed undersized fish in a way that undermines SIOFA CMMs;
- (e) engaged in fishing ~~fish~~ during a closed fishing period or in closed areas in contravention of SIOFA CMMs;
- (f) used prohibited fishing gear in contravention of SIOFA CMMs;
- (g) transhipped with, or participated in, joint fishing operations with support or re-supply vessels included in the IUU Vessel List;
- (h) engaged in fishing for fishery resources in the Agreement Area as a vessel without nationality;
- (i) engaged in fishing activities contrary to any other SIOFA CMMS; or
- (j) been under the control of the owner of any vessel on the SIOFA IUU Vessel List.

Draft IUU Vessel List

6. On the basis of the information received pursuant to paragraph 1 and any other information at its disposal, the Secretariat shall draw up a draft SIOFA IUU Vessel List and shall transmit it, together with the current IUU List, with all the supporting evidence

provided, to all Contracting Parties, CNCPs and PFEs, as well as to non-Contracting Parties with vessels on the List, at least 90 days before the next ordinary Meeting of the Parties.

7. Any comments related to paragraph 5 shall be transmitted to the Secretariat, at least 30 days before the ordinary Meeting of the Parties, as appropriate, including verifiable evidence and other supporting information, showing that the vessels have neither operated in contravention of SIOFA CMMs nor had the possibility of engaging in fishing for fishery resources in the Agreement Area.

8. The Secretariat shall request each flag State with vessels on the draft IUU Vessel List notify the owner of the vessels of their inclusion in that List, and of the consequences of their inclusion being confirmed in the IUU Vessel List.

9. Upon receipt of the draft IUU Vessel List, Contracting Parties, CNCPs and PFEs shall closely monitor the vessels included in that List in order to determine their activities and possible changes of name, flag or registered owner.

Provisional IUU Vessel List

10. On the basis of the information received pursuant to paragraph 6, the Secretariat shall circulate the draft SIOFA IUU Vessel List and the current IUU list, and transmit it, three weeks in advance of the next ordinary Meeting of the Parties, to Contracting Parties, CNCPs and PFEs and the non-Contracting Parties concerned, together with all the evidence provided.

11. Contracting Parties, CNCPs and PFEs may submit to the Secretariat any additional information which might be relevant for the establishment of the IUU Vessel List. The Secretariat shall circulate the information, together with all the evidence provided, to the Contracting Parties, CNCPs and PFEs and to the non-CPs concerned, at least two weeks before the ordinary Meeting of the Parties.

12. At each ordinary meeting, the Compliance Committee shall:

(a) following consideration of the draft IUU Vessel List and information and evidence circulated under paragraphs 5, 9 and 10, adopt a Provisional IUU Vessel List and submit it to the Meeting of the Parties for approval; and

(b) following consideration of the current IUU Vessel List and the information and evidence circulated under paragraph 9, recommend to the Meeting of the Parties which, if any, vessels should be removed from the current IUU Vessel List.

13. A vessel shall be included in the provisional IUU Vessel List only if one or more of the criteria in paragraph 4 have been satisfied.

14. The Meeting of the Parties shall remove a vessel from the provisional SIOFA IUU Vessel List if it is demonstrated, notably by the flag State, that:

(a) the vessel did not engage in any of the IUU fishing described in paragraph 4; or

- (b) effective action has been taken in response to the IUU fishing in question, including, *inter alia*, prosecution, and imposition of sanctions of adequate severity; and
- (c) the vessel is able to comply with all relevant and adopted SIOFA CMMs.

15. At each ordinary Meeting of the Parties the Meeting of the Parties shall review the Provisional IUU Vessel List, taking into account any new suitably documented information related to vessels on the Provisional IUU Vessel List, and any recommendations to amend the current IUU Vessel List made by Compliance Committee pursuant to paragraph 11 (b) above, and adopt a new IUU Vessel List.

16. The Draft IUU Vessel List, Provisional IUU Vessel List and the IUU Vessel List shall contain the following details for each vessel:

- (a) name and previous names, if any;
- (b) flag and previous flags, if any;
- (c) owner and previous owners, including beneficial owners, if any;
- (d) operator and previous operators, if any;
- (e) call sign and previous call signs, if any;
- (f) IMO number, if any;
- (g) photographs, where available;
- (h) date first included on the IUU Vessel List; and
- (i) summary of activities which justify inclusion of the vessel on the IUU Vessel List, together with references to all relevant documents informing of and evidencing those activities.

IUU Vessel List

17. Once the Meeting of the Parties adopts the IUU Vessel List, it shall request Contracting CNCPs and PFEs and non-Contracting Parties with vessels on the SIOFA IUU Vessel List to:

- (a) notify the owner of the vessels of its inclusion on the IUU Vessel List and the consequences which result from being included in the List; and
- (b) take all the necessary measures to eliminate these IUU fishing, including, if necessary, the withdrawal of the registration or the fishing licenses of these vessels, and to inform the Meeting of the Parties of the measures taken in this respect.

18. Contracting Parties, CNCPs and PFEs shall take all necessary measures under their applicable legislation and pursuant to paragraphs 56 and 66 of the IPOA-IUU, to:

- (a) ensure that its vessels do not participate in any transshipment with, support or re-supply vessels on the IUU Vessel List;
- (b) ensure that vessels on the IUU Vessel List that enter ports voluntarily are not authorized to land, tranship, refuel or re-supply therein but are inspected upon entry;
- (c) prohibit the chartering of a vessel on the IUU Vessel List;
- (d) refuse to grant their flag to vessels on the IUU Vessel List;
- (e) prohibit commercial transactions, imports, landings and/or transshipment of fisheries resources covered by the Agreement from vessels on the IUU Vessel List;
- (f) encourage traders, importers, transporters and others involved, to refrain from transactions in, and transshipment of, fishery resources covered by the Agreement caught by vessels on the IUU Vessel List; and
- (g) collect, and exchange with other Contracting Parties, CNCPs and PFEs, any appropriate information with the aim of searching for, controlling and preventing false import/export certificates for fishery resources covered by the Agreement from vessels on the IUU Vessel List.

19. The Secretariat shall take any measure necessary to ensure publicity of the IUU Vessel List, in a manner consistent with any applicable confidentiality requirements, including placing it on the SIOFA website, once developed.

20. The Secretariat shall transmit the IUU Vessel List and any relevant information regarding the list to the FAO and to the secretariats of other regional fisheries management organisations for the purposes of enhancing co-operation between SIOFA and these organizations aimed at preventing, deterring and eliminating IUU fishing. Such organisations include: the Commission for the Conservation of Antarctic Marine Living Resources (CCAMLR), the Northwest Atlantic Fisheries Organization (NAFO), the North East Atlantic Fisheries Commission (NEAFC), the South Pacific Regional Fisheries Management Organisation (SPRFMO), the General Fisheries Commission for the Mediterranean (GFCM), the South East Atlantic Fisheries Organisation (SEAFO), the International Commission for the Conservation of Atlantic Tunas (ICCAT), The Indian Ocean Tuna Commission (IOTC), the Inter American Tropical Tuna Commission (IATTC), the Western and Central Pacific Fisheries Commission (WCPFC), the Commission for the Conservation of Southern Bluefin Tuna (CCSBT) and the North Pacific Fisheries Commission (NPFC).

21. Without prejudice to the rights of Contracting Parties, CNCPs, PFEs and coastal states to take proper action, consistent with international law, the Contracting Parties, CNCPs and PFEs shall not take any unilateral trade measures or other sanctions against vessels on the draft or provisional IUU Vessel Lists, pursuant to paragraphs 5 or , or that have been removed from the IUU Vessel List, pursuant to paragraph 13, on the grounds that such vessels are involved in IUU fishing activities.

Modification of the IUU Vessel List

22. A Contracting Party, CNCP, PFE and a non-Contracting Party with a vessel on the IUU Vessel List may request the removal of the vessel from the IUU Vessel List during the intersessional period providing conditions provided in paragraph 13 are met and more specifically by providing information demonstrating that:

- (a) it has adopted measures that will ensure that the vessel complies with all relevant and adopted CMMs; and
- (b) it is and will continue to assume effectively its responsibilities as regards the monitoring and control of the vessel's fishing activities in the Area; and
- (c) it has taken effective action in response to the IUU fishing that resulted in the vessel's inclusion in the IUU Vessel List, including prosecution and imposition of sanctions of adequate severity; and/or
- (d) the vessel has changed ownership and that the new owner can establish that the previous owner no longer has any legal, financial or real interests in the vessel or exercises control over it, and that the new owner has not participated in IUU fishing.

23 A vessel shall only be removed from the IUU list in the intersessional period following a decision from Parties to do so, taken in accordance with Rule 13 of the SIOFA Rules of Procedures for the MoP.

24 The Meeting of the Parties may take a decision to remove a vessel from the IUU list providing it is satisfied that the requirements of paragraph 22 have been met. A vessel may be removed from the IUU list in the intersessional period in accordance with Rule 13 of the Rules of Procedures of the Meeting of the Parties.

Annex R – CMM 2016/07 on vessel authorisation and notification to fish

CMM 2016/07

SIOFA Conservation and Management Measure on Authorisation and Notification to Fish

Contracting Parties to the Southern Indian Ocean Fisheries Agreement:

Recognising that Article 6(1)(h) of the Southern Indian Ocean Fisheries Agreement (SIOFA or the Agreement) calls on the Meeting of the Parties to develop, *inter alia*, a system of verification to incorporate vessel monitoring and observation;

Noting that Article 1(i) defines 'fishing vessel' as any vessel used or intended for fishing, including a mother-ship, any other vessel directly engaged in fishing operations, and any vessel engaged in transshipment;

Taking into account the provisions of Article 11(2) which provides that no Contracting Party shall allow any fishing vessel entitled to fly its flag to be used for fishing in the SIOFA Area of Application (Agreement Area) unless it has been authorised to do so by the appropriate authority or authorities of that Contracting Party;

Adopt the following Conservation and Management Measure (CMM) in accordance with Article 6 of the Agreement:

1. The Meeting of the Parties shall establish a SIOFA Record of Authorised Vessels for fishing vessels authorised to fish in the Agreement Area. For the purpose of this CMM, fishing vessels that are not entered onto the SIOFA Record of Authorised Vessels are deemed not to be authorised to fish for, retain on board, tranship or land fishery resources in the Agreement Area.
2. Prior to the entry into force of this CMM, each Contracting Party, cooperating non-Contracting Party (CNCP) and Participating Fishing Entity (PFE) shall submit electronically to the Secretariat the list of vessels flying their flag that are authorised to operate in the Agreement Area. In doing so, this list shall include the following information:
 - (a) name of vessel, registration number, previous names (if known), and port of registry;
 - (b) previous flag (if any), using codes;
 - (c) International Radio Call Sign (if any);
 - (d) IMO Number (if issued);
 - (e) name and address of owner or owners;
 - (g) type of vessel (using appropriate ISSCFV codes);
 - (h) length and length type (e.g. LOA, LBP);
 - (i) name and address of operator (manager) or operators (managers) (if any);

- (j) type of fishing method or methods (using appropriate ISSCFG codes);
 - (m) gross tonnage (GT);
 - (n) power of main engine or engines (kw);
 - (o) Fish hold capacity (m³);
 - (p) Freezer type (if applicable);
 - (q) Number of freezing units (if applicable);
 - (r) Freezing capacity (if applicable);
 - (s) Vessel communication types and numbers (INMARSAT A, B and C numbers);
 - (t) VMS system details (brand, model, features and identification); and
 - (o) Good quality, high resolution digital images of the vessel of appropriate brightness and contrast, no older than 5 years old:
 - one digital image showing the starboard side of the vessel displaying its full overall length and complete structural features;
 - one digital image showing the port side of the vessel displaying its full overall length and complete structural features; and
 - one digital image of the stern taken directly from astern.
3. Contracting Parties, CNCPs and PFEs shall ensure that the data referred to in Paragraph 2 on the vessels flying their flag authorised to fish in the Agreement Area is kept up to date. Contracting Parties, CNCPs and PFEs shall inform the Executive Secretary of any modification regarding the vessel data, including authorisation status of current fishing vessels and any new vessels, within 15 days after such modification.
4. Any State or fishing entity that becomes a Contracting Party, CNCP or PFE after the date that this CMM enters into force shall provide the information referred to in Paragraph 2 within 30 days of becoming a Contracting Party, CNCP or PFE.
5. The Executive Secretary shall maintain the SIOFA Record of Authorised Vessels. A summary of the SIOFA Record of Authorised Vessels shall be made publicly available on the SIOFA website, once developed, according to the provisions of paragraph 2 (a) (i) of the CMM on Data Confidentiality and Procedures for access and use of data.
6. Each Contracting Party, CNCP and PFE shall:
- (a) authorise the vessels flying their flag to operate in the Agreement Area only if they are able to fulfil in respect of these vessels the requirements and responsibilities under the Agreement, and all relevant SIOFA CMMs;
 - (b) take necessary measures to ensure that the vessels flying their flag comply with all relevant SIOFA CMMs;
 - (c) take necessary measures to ensure that the vessels flying their flag that are on the SIOFA Record of Authorised Vessels keep on board valid certificates of vessel registration and valid authorisation to fish and/or to undertake fishing related activities;

- (d) ensure that the vessels flying their flag on the SIOFA Record of Authorised Vessels have no history of IUU fishing, or, if those vessels have such history, the new owners have provided sufficient evidence demonstrating that the previous owners and operators have no legal, beneficial or financial interest in, or control over those vessels, or that having taken into account all relevant facts, its vessels are not engaged in or associated with IUU fishing;
 - (e) ensure, to the extent possible under domestic law, that the owners and operators of its registered vessels on the SIOFA Record of Authorised Vessels are not engaged in or associated with fishing activities conducted in the Agreement Area by vessels not registered in the SIOFA Record of Authorised Vessels; and
 - (f) take necessary measures to ensure, to the extent possible under domestic law, that the owners and/or operators of the vessels on the SIOFA Record of Authorised Vessels are citizens, residents or legal entities within its jurisdiction so that any enforcement or punitive actions can be effectively taken against them.
7. Each Contracting Party, CNCP and PFE shall take measures, under their applicable legislation, to prohibit the fishing and fishing related activities on fishery resources covered by the Agreement by vessels which are not registered in the SIOFA Record of Authorised Vessels.
8. Each Contracting Party, CNCP and PFE shall, as soon as practicable, notify the Secretariat of any evidence showing that there are reasonable grounds for suspecting vessels not registered on the SIOFA Record of Authorised Vessels are operating in the Agreement Area.

Annex S – Budget for the period July 2016 – 31 December 2016

Budget 2016	Sub-item	Description	Cost (Euros)	Comments/Assumptions
Personnel costs	Staff salaries + post adjustment	Executive Secretary (UN P5, scale 2 equivalent)	EUR 23.587,80	Job advertisement indicated salary would be in the range of UNP5. Calculation based on UNP5 Gross salary (dependents) + post adjustment set at 42.3. See tab 2.
		Additional staff member	EUR 0,00	Pay scale to be decided by the MoP. Assumed P3 for budgeting purposes, can be adjusted.
	<i>Personnel allowance*note, in many respects these allowances will be determined by the decisions that the MoP about what it is prepared to offer its staff. If we adopt the UN model, staff may be entitled to a range of additional allowances at set penalty rates. Alternatively, the MoP may adopt its own model based on what it considers to be fair, reasonable and appropriate for the country. In this respect, each of these estimates would be indicative and need to be reviewed against the MoP's decisions and the staff regulations</i>	Relocation and removal assistance	EUR 25.000,00	One off expense, conservative estimate. Includes cost of airfares for one person.
		Installation allowance	EUR 18.870,24	2 months salary (E5)
		Rent subsidy	EUR 1.500,00	Flat rate for rental subsidy to be adjusted according to actual rental conditions
		Home leave (annual, after 18 months)	EUR 0,00	No cost in the first year
		Child studying abroad leave	EUR 0,00	
		Dependent (children) allowance	EUR 2.929,00	UN provides USD 2929 (EUR 2574) annually for each dependent. Assumption based on one dependent for E5
		Spouse allowance	EUR 0,00	*
		Education grant	EUR 0,00	
		Hardship allowance?	EUR 0,00	Is Reunion is not a hardship post
	Health protection scheme - employer contribution		EUR 5.000,00	Including pension scheme, based on French social security system for 1 persons (P5). To be practised once the contract will be signed. This cost correspond to 2/3 of the total security costs.
	Pension scheme - employer contribution		EUR 0,00	Integrated in the previous item.
	Staff development and training		?????	For the MoP to decide, notably language training.
Property, Plant and Equipment	Rent		EUR 0,00	Costs are absorbed by France.
	Maintenance		EUR 0,00	
	Utilities	Includes electricity, water, gas	EUR 0,00	Globally from initial proposal.
	Office equipment and furniture	Purchase of computers, desks, chairs, router, stationery etc	EUR 20.000,00	
	Depreciation of equipment		EUR 0,00	
	Consumables	Stationery, printer ink, paper	EUR 166,67	
	Insurance		EUR 2.100,00	
Meeting support - SC In La Reunion March 2017	Hosting costs		EUR 0,00	
	Catering			
	Secretariat travel and accommodation to meetings		EUR 0,00	
	Support costs (including AV and Rapporteurs)		EUR 0,00	
Meeting support - SIOFA 4	Venue, catering, AV		EUR 0,00	
	Secretariat travel to SIOFA 4	Flights, accommodation, allowances	EUR 0,00	
	Support costs (including Rapporteurs)		EUR 0,00	
Representation	Secretariat travel, notably for representation purposes		EUR 1.000,00	Flat rate.
Administration of Article 13.4	Financial assistance to travel to meetings		EUR 0,00	The MoP will need to determine if the budget should include funding for any of the purposes outlined in article 13(4). This may be raised by other CPs.
	Other activities		EUR 0,00	
Communications and IT	Website design and maintenance, printing, telephone and internet services		EUR 5.000,00	MoP has made some provision for these expenses in the budget adopted at the Extraordinary MoP (see the Roadmap, annex 12)
	Database Establishment and Integration		EUR 30.000,00	From EU's proposal.
	Database management and IT support			
Financial services	Accounts and record keeping		EUR 0,00	To be decided by the MoP, normally under the responsibility of the E5
	Audit		EUR 0,00	To be decided by the MoP, normally only in 2018
Contracts for specific services	Research Activities	1.5 month consultant	EUR 30.000,00	Analysis of a acoustic data
Miscellaneous			EUR 0,00	To be decided by the MoP
Total			EUR 165.154,00	
Emergency/contingency funds			EUR 4.129,00	2.5% of annual budget
Funds held in reserve from current budget			EUR 0,00	These funds will be retained as a reserve fund for 2017
CPs contributions (TOTAL less Funds held in reserve + contingencies)			EUR 169.283,00	
* In the UN this depends on the circumstances of the spouse and her earnings: http://www.un.org/Depts/OHRM/salaries_allowances/allowances/depall.htm				
Contributions:				
Mauritius			10.580,19 EUR	Half of 1/8 of the total contribution
other CPCs			22.671,83 EUR	Remainder divided by other CPCs

Annex T – Budget for the period 1 January 2017 – 31 December 2017

Budget 2017	Sub-item	Description	Cost (Euros)	Comments/Assumptions
Personnel costs	Staff salaries + post adjustment	Executive Secretary (UN P5 equivalent)	EUR 115.485,88	Job advertisement indicated salary would be in the range of UNP5. Calculation based on UN P5 Gross salary (dependents) + post adjustment set at 42.3. See tab 2 (2% inflation for 2017)
		Additional staff member	EUR 40.142,53	Pay scale to be decided by the MoP. Assumed P3, scale 1. 6 months work.
	Personnel allowance*note, in many respects these allowances will be determined by the decisions that the MoP about what it is prepared to offer its staff. If we adopt the UN model, staff may be entitled to a range of additional allowances at set penalty rates. Alternatively, the MoP may adopt its own model based on what it considers to be fair, reasonable and appropriate for the country. In this respect, each of these estimates would be indicative and need to be reviewed against the MoP's decisions and the staff regulations	Relocation and removal assistance	EUR 25.000,00	One off expense, conservative estimate. Includes cost of airfares for one person.
		Installation allowance	EUR 13.380,84	2 months salary (second staff member)
		Rent subsidy	EUR 13.500,00	Flat rate for rental subsidy to be adjusted according to actual rental conditions
		Home leave (annual, after 18 months)	EUR 0,00	No cost in the first year
		Child studying abroad leave	EUR 1.500,00	Airflight ticket for child studying abroad
		Dependent (children) allowance	EUR 8.787,00	UN provides USD 2929 (EUR 2574) annually for each dependent. Assumption based on two dependents for each staff member
		Spouse allowance	EUR 7.000,00	1 spouse *
		Education grant	EUR 5.000,00	general provision flat rate
		Hardship allowance?	EUR 0,00	Is Reunion is not an hardship post
	Health protection scheme - employer contribution		EUR 27.333,33	Including pension scheme, based on French social security system for 2 persons (P5 and P3). To be decided once the contracts will be signed. This cost correspond to 2/3 of the total security costs.
	Pension scheme - employer contribution		EUR 0,00	Integrated in the previous item.
	Staff development and training		EUR 1.500,00	For the MoP to decide, notably language training.
Property, Plant and Equipment	Rent		EUR 0,00	Costs are absorbed by France.
	Maintenance		EUR 0,00	
	Utilities	Includes electricity, water, gas	EUR 0,00	
	Office equipment and furniture	Purchase of computers, desks, chairs, router, stationery etc		Globally from initial proposal.
	Depreciation of equipment		EUR 4.000,00	
	Consumables	Stationary, printer ink, paper	EUR 1.000,00	
	Insurance		EUR 12.600,00	
Meeting support - SC in La Reunion March 2017	Hosting costs		EUR 0,00	Scientific Committee in La Réunion this depends on the availability of the meeting room in La Providence
	Catering		EUR 2.000,00	Scientific Committee
	Secretariat travel and accommodation to meetings		EUR 0,00	Idem
	Support costs (including AV and Rapporteurs)		EUR 3.500,00	Scientific Committee (5 days)
	Venue, catering, AV		EUR 5.000,00	Plenary, Compliance Committee, SCAF (all together 8 days) in Mauritius
Meeting support - SIOFA 4	Secretariat travel to SIOFA 4	Flights, accommodation, allowances	EUR 2.500,00	Based on a 8 day meeting for 2 members of the staff.
	Support costs (including Rapporteurs)		EUR 5.300,00	Based on a 8 day meeting(CoC SCAF and plenary)
	Representation	Secretariat travel, notably for representation purposes	EUR 5.000,00	Flat rate provision
Administration of Article 13.4	Financial assistance to travel to meetings		EUR 0,00	The MoP will need to determine if the budget should include funding for any of the purposes outlined in article 13(4). This may be raised by other CPs.
	Other activities		EUR 0,00	
Communications and IT	Website design and maintenance, printing, telephone and internet services		EUR 5.000,00	Flat rate provision
	Database-Establishment and integration		EUR 3.000,00	Flat rate provision
	Database management and IT support			
Financial services	Accounts and record keeping		EUR 0,00	To be decided by the MoP, normally under the responsibility of the ES
	Audit		EUR 0,00	To be decided by the MoP, normally only in 2018
Contracts for specific services	Research Activities		EUR 30.000,00	To be decided annually by the MoP
Miscellaneous			EUR 0,00	To be decided by the MoP
Total			EUR 337.530,00	
Emergency/contingency funds			EUR 8.439,00	2.5% of annual budget
Funds held in reserve from current budget			EUR 0,00	France will communicate
CPs contributions (TOTAL less Funds held in reserve + contingencies)			EUR 345.969,00	
* In the UN this depends on the circumstances of the spouse and her earnings: http://www.un.org/Depts/OHRM/salaries_allowances/allowances/depall.htm				
Contributions:				
Mauritius			21.623,06 EUR	Half of 1/8 of the total contribution
other CPCs			46335,13439	Remainder divided by other CPCs

Annex U – Roadmap until 2017 Meeting of Parties

SIOFA secretariat roadmap 2016/17

1. Interim Secretariat tasks and responsible services until appointment of the Executive Secretary

Interim Secretariat tasks until the appointment of the Executive Secretary will remain the same as agreed in the 1st Extraordinary Meeting of the Parties held in Brussels in October 2015, as follows:

European Commission (EC), Directorate-General for Maritime Affairs and Fisheries (DG MARE):

- Interim secretariat in general and focal point;
- Email and information management;
- Documents compilation and review.

France

- Finalisation of the Executive Secretary recruitment process: Ministry of Ecology (DPMA);
- Support the creation of a SIOFA internet site: “Préfecture” of La Réunion, supported by Ministry of Ecology (directorate for sea fisheries and aquaculture, “DPMA”);
- Budget and financial matters : Ministries of Ecology (directorate for sea fisheries and aquaculture, “DPMA”) and Ministry of Overseas (Overseas Directorate);
- Other SIOFA headquarters related matters (location, offices, etc.): “Préfecture” of La Réunion, supported by Ministries of Ecology (directorate for sea fisheries and aquaculture, “DPMA”) and Ministry of Overseas (Overseas Directorate);

2. Budget 2016/17

- 2016 BUDGET: 169,283 €; 2017 BUDGET: 345,969 €.
- Contributions:
2016: Mauritius: 10,580.19 €; Other CPCs: 22,671.83 €
2017: Mauritius: 21,623.06 €; Other CPCs: 46,335.13 €
- Bank Account Number: Responsible Ministry of Ecology (directorate for sea fisheries and aquaculture, “DPMA”). Same as for the previous contribution.
- Contracting Parties will be asked by the Ministry of Ecology (directorate for sea fisheries and aquaculture, “DPMA”) to pay their respective contributions. The Ministry of Ecology will be in charge of managing all transfers (annual and extraordinary contributions) to the above mentioned account number. SIOFA funds remaining at this account will be transferred to a SIOFA account that will be open by the Executive Secretary.
- The Ministry of Ecology (directorate for sea fisheries and aquaculture, “DPMA”) will transfer the funds to the SIOFA bank account mentioned in the previous point. The Executive Secretary will manage this account in order to pay SIOFA secretariat costs according to the budget.

3. Executive Secretary appointment

The Executive Secretary will sign his/her contract with SIOFA, whenever possible. This contract will be also signed by the SIOFA Chairperson, on behalf of SIOFA, after endorsement of the contract by SIOFA Contracting Parties (intersessionally).

The Executive Secretary should commence initial duties in Europe (Brussels and Paris) to facilitate handover from interim Secretariat (European Commission, French Ministry of Ecology and French Ministry of Overseas).

Once the Executive Secretary takes post, he/she will create the secretariat with the support of La Reunion Authorities, and will take all necessary measures to make the secretariat autonomous and operational.

French/La Reunion local authorities will prepare a convention to be signed with the secretariat on the practical aspects concerning the installation and use of the headquarters facilities.

The interim executive secretariat (European Commission and France Authorities, according to this Roadmap) will handover its responsibilities to the Executive Secretary – transmit adopted documents, inform on the state of play of SIOFA, transfer funds, etc.

4. Second Scientific Committee Meeting

The second Scientific Committee will be held between 13 and 17 March 2017. This meeting will be held in La Reunion in a date prior to the 4th Meeting of the Parties, unless decided otherwise by the Meeting of the Parties.

The Scientific Committee will undertake its works according to the priorities set out in the SIOFA Scientific Committee Work Plan and taking into account CMM adopted in the Third Meeting of the Parties. Contracting Parties should make their respective scientists available, systemise and provide all catch and fishing data (current and historical) for the SIOFA area.

5. 2017 Meeting of the Parties

The 2017 Annual Meeting will be held in Mauritius, unless otherwise decided. The date will be convened intersessionally in consultation with Mauritius authorities

This Meeting of the Parties will be organized by the SIOFA secretariat and it will be funded by the SIOFA budget. Mauritius authorities will facilitate the organisation of this Meeting of the Parties and will also be enabled to find some funds to facilitate the progress of this annual meeting.

Annex V – Decision 1 (2016) Appointment of the Executive Secretary

Decision 1 (2016)

Appointment of the Executive Secretary of the Southern Indian Ocean Fisheries Agreement

The Contracting Parties to the Southern Indian Ocean Fisheries Agreement:

Recalling Article 9 of the Agreement and Part IV of the Rules of Procedure of Meetings of the Parties regarding the Secretariat;

Further recalling also Annex 9 of the Report of the First Extraordinary Meeting of the Parties (2015) regarding the procedure for the selection of the Executive Secretary;

Hereby decide:

1. To appoint Mr Jonathan J. Lansley as Executive Secretary of the Secretariat of the Southern Indian Ocean Fisheries Agreement for a term of four years, pursuant to the terms and conditions set forth in the letter of the Chairperson of the Third Meeting of the Southern Indian Ocean Fisheries Agreement attached to this Decision;
2. That the Executive Secretary should commence initial duties in Europe (Brussels and Paris) to facilitate handover from interim Secretariat (European Commission, French Ministry of Ecology and French Ministry of Overseas), and
3. That this appointment shall commence on 17 October 2016.

[insert date]

Mr Jonathan J. Lansley

Appointment to the Position of Executive Secretary

Dear Mr Lansley

Following a decision in accordance with procedures agreed by the Meeting of the Parties, I hereby formally offer you the position of Executive Secretary of the Secretariat of the Southern Indian Ocean Fisheries Agreement (SIOFA).

The terms and conditions for your appointment are set out below and in the attached Staff Regulations. If you accept this offer, kindly sign your acceptance on the attached copy of this letter, and return it to me.

Terms and Conditions of Appointment

1. By your acceptance of the appointment you shall pledge yourself to discharge your duties faithfully and to conduct yourself solely with the interests of SIOFA in mind. Your acceptance of the position of Executive Secretary includes a written statement of your familiarity with and acceptance of the conditions set out in the attached Staff Regulations, as well as any changes which may be made to the Staff Regulations from time to time.
2. You shall fulfil the general role and functions of the position as set out in Article 9 of the Agreement, and Part IV of the Rules of Procedure.
3. In accordance with Decision 1 (2016) your appointment shall commence on 17 October 2016.
4. Your term of office shall be for four years and you shall be eligible for reappointment for no more than one further four-year term, subject to the agreement of the Meeting of the Parties.

5. The appointment is to the Professional Category as set out in Regulation 4.1 of the Staff Regulations. The salary is set at P5, Step 2 of the United Nations Salary Scale for professional staff with dependents. The annual net salary is \$128,880 USD, composed of the base salary of \$90,569 USD (as of 1 January 2016), plus an adjustment of \$38,311 USD using the current post adjustment multiplier for France (Lyon and Elsewhere) of 42.3%. Annual increments shall be available to you up to the maximum salary attainable at the P5 level.

6. You will be entitled to appropriate allowances as specified in the Staff Regulation that in principle are those in force in the United Nations.

7. The Meeting of the Parties may terminate this appointment by prior written notice of at least three months in advance in accordance with Regulation 10 of the Staff Regulations. You may resign at any time upon giving three months written notice or such lesser period as may be approved by the Meeting of the Parties.

Yours sincerely

Mr Kristofer Du Rietz

SIOFA Chairperson

To: The Chairperson, Third Meeting of the Southern Indian Ocean Fisheries Agreement

I hereby accept the appointment described in this letter subject to the conditions therein specified and state that I am familiar with and accept the conditions set out in the Staff Regulations and any changes which may be made to the Staff Regulations from time to time.

Date

Jonathan J. Lansley

Appendix I – Presentation on the report of the first meeting of the Scientific Committee

Appendix II - Agreement Between the Government of the French Republic and the Secretariat of the Southern Indian Ocean Fisheries Agreement Concerning the Headquarters of the Secretariat and its Privileges and Immunities in French Territory

Appendix III - Discours du Secrétaire par interim signature de l'accord de siège

**Appendix IV - Discours Préfet signature de l'accord de siège pour l'installation du Secrétariat
de l'Accord relatif aux pêches du Sud de l'Océan Indien**