**DRAFT**

**AGREEMENT AMONG THE PARTICIPATING STATES OF THE INDIAN OCEAN COMMISSION on a REGIONAL FISHERIES SURVEILLANCE PLAN FOR THE ESTABLISHMENT OF REGIONAL MECHANISMS FOR THE EXCHANGE OF FISHERIES INFORMATION FOR THE PURPOSE OF MONITORING CONTROL AND SURVEILLANCE (MCS)**

**The Parties to this Agreement**,

HAVING REGARD to the United Nations Convention on the Law of the Sea of 10 December 1982, the 1995 United Nations Agreement for the Implementation of the Provisions of the United Nations Convention on the Law of the Sea relating to the Conservation and Management of Straddling Fish Stocks and Highly Migratory Fish Stocks of 4 December 1995, the 1995 FAO Code of Conduct for Responsible Fisheries and in particular Article 7 on Fisheries Management and the 2001 FAO International Plan of Action to Prevent, Deter and Eliminate Illegal, Unreported and Unregulated Fishing;

HAVING REGARD to the relevant resolutions of the Indian Ocean Tuna Commission and the Southern Indian Ocean Fisheries Agreement;

CONSIDERING the Indian Ocean Commission (IOC) Ministerial Declaration for Combating Illegal, Unreported and Unregulated (IUU) Fishing in the South West Indian Ocean Region of 23 January 2007 and the commitment to establish the IOC Regional Fisheries Surveillance Plan (PRSP);

CONSIDERING the Administrative Arrangements entered into by each Participating state in the 2007 Declaration of the Ministerial Conference for Combating Illegal, Unreported and Unregulated (IUU) Fisheries in the Southwest Indian Ocean with the Secretariat of the Indian Ocean Commission (IOC);

CONSIDERING THE 2014 Memorandum of Understanding to establish a Regional Monitoring Scheme for Fishing Activities and Data Sharing among the Member States of the Indian Ocean Commission, cooperating for the creation of a Regional Monitoring Scheme for Fishing Activities and Data Sharing and its Confidentiality, this Agreement shall replace the 2014 MOU.

CONSIDERING the Protocol on Fisheries signed by Southern African Development Community (SADC) Ministers responsible for fisheries on 14 August 2001 and the Statement of Commitment to Combat Illegal, Unreported and Unregulated (IUU) Fishing signed by SADC Ministers responsible for marine fisheries on 04th July 2008;

CONSIDERING the commitment of each State to ensure by its own means sufficient capacity to the exchange and sharing of fisheries MCS information in a near real time period;

RECALLING the endorsement on 21st October 2011 by the Permanent Liaison Officers of the IOC member States of a recommendation to enlarge the activities of the PRSP Regional Coordinating Unit to neighbouring coastal States;

RECALLING the recommendations of the Ministerial Declaration of PRSP participating States’ Fisheries Ministers of 21st July 2017;

ACKNOWLEDGING the concerns raised by the Parties regarding the ongoing problem of illegal fishing activities in the adjacent marine areas, in violation of applicable national, regional and international laws and obligations;

RECOGNIZING the need to establish a regional mechanism to exchange fisheries information for the purpose of monitoring, control and surveillance among the Parties;

HAVE AGREED as follows,

**Article 1 Use of terms**

For the purposes of this Agreement:

**“Automatic Identification System” (AIS)** means an automatic tracking system used on ships for identifying and locating vessels by electronically exchanging data with other ships, AIS base stations and satellites;

**“Authorization to Fish” means** an authorization issued by a flag State to its domestic fishing vessels engage in fishing or fishing related activities in areas beyond its national Jurisdiction;

**“data processing”** means all operations concerning data by human or other means and processes or by using algorithms to extract and analyse the information needed to monitor fishing operations, analyse any risks pertaining to the information and detect suspicious fishing operations;

**“Enlarged Regional Coordination Unit” (ERCU)** refers to the Enlarged Regional Coordination Unit of the Regional Fisheries Surveillance Plan of the Indian Ocean Commission and in which Participating States are members;

**‘’exchange of information’’** or **“information exchange”** refers to any communication of fisheries information for the purpose of fisheries MCS or management, and for providing, receiving or collecting strategic intelligence for fisheries MCS and includes sharing of information;

**"exclusive economic zone” (EEZ)** refers to the EEZ declared by each Party in its national legislation;

**“fisheries information” or “information” in the context of fisheries activities,** includes any information or data in any medium, including electronic, documented, reproduced or other that may be relevant, directly or indirectly, for any purpose of fisheries management or MCS at national, regional or international levels;

**"Fisheries Monitoring Centre” (FMC)** refers to a Party’s institutional and administrative structure that is given operational powers, duties and responsibilities for fisheries monitoring, control and surveillance;

“**fishing**” means searching for, attracting, locating, catching, taking or harvesting fish or any activity which can reasonably be expected to result in the attracting, locating, catching, taking or harvesting of fish;

**“fishing related activity”** means any operation in support of, or in preparation for, fishing, including the landing, packaging, processing, transhipping or transporting of fish that have not been previously landed at a port, as well as the provisioning of personnel, fuel, gear and other supplies at sea;

**“fishing vessel"** means any vessel designed or equipped to search for, attract, locate, catch, take or harvest fish or any activity which can reasonably be expected to result in attracting, locating, catching, taking or harvesting fish and includes vessels used for fishing related activities;

“**foreign fishing vessel**” means a fishing vessel flying the flag of a State other than that of a Participating State;

**‘Indian Ocean Commission” (IOC)** means the Indian Ocean Commission created in 1982 by the Port-Louis Declaration and established in 1984 by the General Agreement of Victoria;

"**management, monitoring, control and surveillance of fisheries** " refers to measures to conserve and manage fisheries resources, including measures to monitor and regulate fishing and fishing related activities including to prevent, deter and eliminate illegal fishing;

**“Monitoring Control and Surveillance” (MCS)** refers to monitoring, control, surveillance and enforcement of fishing and fishing related activities;

**“Participating State”** refers to a State or regional economic integration organization that signed the 2007 Declaration of the Ministerial Conference for Combating Illegal, Unreported and Unregulated (IUU) Fisheries in the Southwest Indian Ocean, and includes Comoros, France, Mauritius, Madagascar and Seychelles, as members of the Indian Ocean Commission, and the European Commission;

**“Partner”** refers to a regional or international organization that has become a partner pursuant to Article 4.3;

**“Party”** means a Participating State that has consented to be bound by this Agreement and for which this Agreement is in force, and includes any Partner that has agreed to be bound by this Agreement in accordance with Article 4.3;

**“Standard Real-time Fisheries Information Hub”** (**StaRFISH)** means the internet tool operated by the IOC-PRSP for storing, aggregation and sharing of data and information;

**“Suspicious fishing operation”** refers to the behaviour of one or more fishing vessel which indicates [or raise reasonable inference of] non-compliance with applicable national laws, conservation and management measures of regional fisheries management organizations or international obligations;

**“System Information Géographique Maritime ‘’ (SIGMA)** means, the system operated by the IOC for the purpose of sharing fisheries information from VMS, AIS, satellite imagery and oceanographic data;

**"Vessel Monitoring System” (VMS)** refers to a system used for monitoring the position of fishing vessels based on an embedded device that is capable of transmitting satellite data on the position and course of the vessel to a coastal State and the flag State, in accordance with protocols which may provide for transmission through the flag State or shipowner directly to a coastal State.

**Article 2**

**Objective and regional cooperation framework**

1. The objective of this Agreement is to establish a regional framework among the Parties to enhance fisheries information exchange for the purpose of regional cooperation in fisheries MCS in the South West Indian Ocean region that provides a web-based fisheries information exchange system with a common centralised database that aims to maintain a proper record of operational activities and share MCS fisheries information, while observing and respecting the national sovereignty and territorial integrity of each Party.
2. This Agreement aims specifically to:
	1. strengthen the Parties’ knowledge of fisheries information and fisheries-related crime through a recognised information exchange mechanism in the South West Indian Ocean region;
	2. control and monitor fisheries activities in real-time or near-real-time to enhance national and regional MCS management and inform risk assessment and decision making;
	3. build the capacities of the Parties for increased knowledge about MCS technology and better use of the MCS fisheries information;
	4. enhance the culture of sharing and exchanging fisheries information for the purpose MCS in the South West Indian Ocean region;
	5. enhance and ensure the sharing and exchange of MCS fisheries information among the national Fisheries Monitoring Centres (FMCs) and with [through the] IOC. ~~and IOC.~~

**Article 3**

 **Application**

This Agreement shall apply to all fisheries information originating from or related to the Zone of Cooperation described in Annex I and to all fisheries information from flag vessels of Parties originating from or related to their activities in areas beyond their national jurisdiction.

**Article 4**

**Parties and partners to this agreement**

1. The States and regional economic integration organization participating in the IOC-PRSP shall be eligible to sign this Agreement in accordance with Article 14(1).
2. Other cooperating States from the Eastern Africa, Southern Africa and Indian Ocean region shall be eligible to accede to this Agreement in accordance with Article 14(2) after it enters into force in accordance with Article15 and shall become Parties to this Agreement upon the entry into force of the accession.
3. Cooperative partnership arrangements may be made for the implementation of this Agreement with regional organizations or international organizations with a mandate for fisheries management, fisheries MCS or maritime safety.
4. The Parties shall cooperate in good faith in implementing the provisions of this Agreement.

**Article 5**

**General Principles**

In order to promote the effective implementation of this Agreement and with due regard to appropriate confidentiality requirements, Parties shall exercise their duties and responsibilities consistent with the following principles:

1. the information exchange mechanism shall be effectively used to the greatest extent possible, including for cooperation in combating illegal, unreported and unregulated fishing, strengthening sustainable fisheries management, supporting legal fisheries operations and ensuring a cost reduction for information gathering;
2. complete and accurate data and information under the scope of this Agreement shall be required, collected and shared in a timely manner;
3. requirements under this Agreement relating to security, access to information and confidentiality shall be implemented in accordance with the highest possible standards;
4. sufficient human, institutional and technological capacity shall be made available for efficiently implementing this Agreement; and
5. effective cooperation shall be pursued with other States and regional and intergovernmental organizations in matters under the scope of this Agreement.

**Article 6**

**Responsibilities of the Parties**

1. The Parties shall commit to implement the StaRFISH and SIGMA information platform for the purpose of fisheries information exchange.
2. The Parties shall, wherever possible exchange information through the use of agreed secure protocols, between their MCS information systems and the sub-regional VMS and StaRFISH platforms.
3. The Parties shall comply with the operational procedures for StaRFISH in Annex II.
4. Each Party shall:
5. ensure that the information exchange is in accordance with their applicable national legislation; and
6. undertake to facilitate amendment of any law that impedes the implementation of information exchange in accordance with this Agreement.
7. Each Party shall ensure the necessary capacity to exchange fisheries information for the purpose MCS in real time or near real time.
8. Each Party shall regularly update the list of vessels authorized to fish in their maritime areas in the regional database of vessels for VMS data sharing, and shall ensure that each vessel is associated with an onboard VMS beacon identification number.
9. The Parties shall guarantee compliance with the confidentiality requirements on the access and use of the fisheries information exchanged provided in Article 10 of this Agreement.
10. Each Party shall take all necessary technical measures to protect confidential data against unauthorized disclosure or access.
11. Each Party shall ensure that the existing national structures and installations are maintained in constant operational condition in order to collect, process and protect fisheries information that is exchanged under this Agreement.
12. Each Party shall appoint one or two administrators to implement this Agreement, based on their national MCS structure.

**Article 7**

**Fisheries information exchange**

The Parties and Partners shall collect and exchange the fisheries information required in Annex III, in accordance with their applicable national legislation.

**Article 8**

**Location of the regional server and data security**

1. The regional server and all associated infrastructure for the information sharing systems shall be located within the headquarters of the Indian Ocean Commission in Mauritius which benefits from the privileges and immunities protection provided to the Headquarters Establishment Agreement signed with Mauritius in 1989.
2. Data security shall be ensured through:
3. a permanently available secure Internet connection which allows data to be secured and data access safeguarded during communication;
4. HTTPS Protocol and data sharing or any updated system agreed by all Parties, which will enable a secure permanent location between a client and server, guarantee the identity of the server that supports the encryption of information in transit, be almost synchronous and not require additional hardware; and
5. storage of data on server based on the quality/reliability of the storage medium and the quality/reliability of access control to that server.

**Article 9**

**Access to exchanged fisheries information**

1. Access to and use of the exchanged fisheries information shall be strictly reserved for:
2. persons authorized by the national Competent Authority of a Party to know and use the information, including authorized staff of the national Fisheries Monitoring Centre, persons in charge of fisheries MCS and managers of Parties’ observer programs;
3. persons authorized by Partners;
4. authorized IOC MCS personnel,

and any such authorized person shall have access only where s/he possesses a valid and applicable signed certificate of confidentiality issued in the form in Annex XX or such other form and according to such requirements as may be agreed by all Parties.

1. Notwithstanding paragraph (1), access to and use of the exchanged fisheries information may be permitted, through a process of acceptance and conditions to be agreed among all Parties, to authorized compliance personnel of any regional fisheries management organisation and other regional organizations that provide fisheries MCS and maritime security.
2. Access to the fisheries information database shall be available only to Parties contributing towards the exchange and sharing of such information.
3. The server shall only be accessed with a username that has a sufficiently long password to ensure a high level of security, and such passwords shall be updated at least every three months.
4. The system shall be housed within the IOC PRSP technical unit, the Regional Coordination Unit, unless all Parties agree otherwise.
5. The users shall have access to the fisheries information described in Article 6 and may view and/or input data depending on their user rights.
6. The administrators shall have access to the technical data, may use the administrative module and are the code list editors that:
7. entails fish species, country codes and associated information;
8. manages the respective country and organisation lists and other associated elements such as ports and fisheries zones; and
9. manages the users and groups.

**Article 10**

**Procedures for the exchange and sharing of fisheries information**

1. The exchange and sharing of fisheries information shall primarily take place through the StaRFISH and SIGMA and/or verbally as followed up by email/electronic exchange, visually in writing, or in any other secure form.
2. The reception by IOC and the Parties of the information sent by the Parties through StaRFISH and SIGMA shall take place securely and under encryption via electronic means and be accessible only to authorized personnel holding a certificate of confidentiality signed by a relevant user or administrator.
3. The parties shall exchange VMS data in accordance with the procedures in Annex V.

**Article 11**

**Information protection and confidentiality measures**

1. The information exchanged or shared under this Agreement shall at no time be freely accessible to the public or commercial domain, and shall not be exchanged or shared except in accordance with this Agreement. .
2. The information processed using StaRFISH, or other tools to be agreed among all Parties, shall be confidential and shall be used for non-commercial purposes only, such as fisheries management, monitoring control and surveillance, fisheries-related crime and maritime safety and security.
3. Information may be released, upon agreement by all Parties and in accordance with such procedures that they may determine, to [non-state] third parties that have submitted a written request, and where released such information shall be used by them exclusively in accordance with Article 12.
4. A confidentiality agreement shall be signed by all users, including persons designated to manage the servers and IT infrastructures.
5. Parties shall take all necessary measures, such as the adoption of Non-Disclosure Agreements, to prevent the disclosure of information.
6. In the event of actual or suspected loss or disclosure of the shared information and it is within the effective non-releasable window, an inquiry shall be ordered. IOC and the Parties shall keep one another mutually informed of the progress and conclusions of the inquiry.

**Article 12**

**Release of confidential information**

Notwithstanding the provisions in Article 11, confidential information may be released upon agreement of all Parties and in accordance with any criteria and a process they may agree, including an official investigation or request for purposes related to any legal process or matter falling within the scope of this Agreement, , providing:

1. no release or transmission of information shall be made except in confidence to such an authority; and
2. at the request of such an authority of a Party or non-party to this Agreement , only the information relevant to the investigation shall be transmitted following consent by:
3. the Party or Partner that exchanged or shared the information through the regional servers StarFISH, SIGMA or other as may be agreed by the Parties; and
4. the State that carried out the operation, inspection, observation and/or investigation.

**Article 13**

 **Institutional services and financial arrangements**

1. Financial arrangements for the implementation and maintenance of the fisheries information exchange system, secretariat services for administration of this Agreement and operational and technical administration of the fisheries information exchange system shall be subject to the approval of Ministers representing Participating States from time to time, and shall have as an objective the securing of sustainable funding.
2. Secretariat services for the administration of this Agreement shall be provided by the ERCU in accordance with any procedures that may be agreed by all Parties.
3. Services for the operational and technical administration of the fisheries information exchange system shall be provided by the Indian Ocean Commission or such other entity as all Parties may agree from time to time and an agreement between the Parties and administrator for such services shall require the administrator to provide for:
	1. the acquisition and upgrade of the server;
	2. HTTPS connections for securing information and data exchange;
	3. the duplication of data stored on the server by an automatic backup system;
	4. the acquisition of software for the operation of the information exchange system and for data visualization on client computers;
	5. the continuous development and technical support of the StaRFISH software;
	6. provision of an air-conditioned computer room, connected to electrical networks and a reliable internet connection;
	7. protection of the server and server room against fire and water sources;
	8. maintenance of the server and the server room, including the capability to repair or reboot the server in less than 12 hours;
	9. maintenance of the computer system;
	10. management of the database and its regular maintenance;
	11. taking all the local protective measure against intrusions and restrictions on access control measures;
	12. providing a secure space restricted for authorised users and administrators that contains a visual display of the VMS information exchange system;
	13. supporting capacity building for administrators and users; and
	14. such other services as Parties may require.
4. Parties and partners shall be responsible for administration and financial resources for:
	1. the operational maintenance of their national VMS systems, whose technical characteristics must allow automatic and immediate transmission of position data to the regional server;
	2. the arrangements for the restriction of access to client computer workstations of the regional server;
	3. internet connectivity, energy supplies and running costs; and
	4. transmission of national VMS data to the VMS information exchange system.
5. Annual reports shall be made by the ERCU and IOC or other agreed entity on their activities, financial arrangements and plans for the following year to implement the VMS information exchange system.

**Article 14**

**Signature and accession**

1. This Agreement shall be open for signature by States and the regional economic integration organization referred to in Article 4(1).
2. After this Agreement enters into force in accordance with Article 15, it shall be open for accession by all States referred to in Article 4(2) which have submitted detailed information on:
	1. the compatibility of its national legislation and any fisheries access agreements in force with the requirements for the exchange of fisheries information under this Agreement;
	2. its national MCS scheme, including the effectiveness of its operation and its technical compatibility with the exchange and sharing of fisheries information in accordance with this Agreement;
	3. its ability to implement this Agreement, and in particular the requirements of confidentiality in Article 10 and of restriction of use and access to shared data in Article 11; and
	4. the list of client computers authorized to connect to the regional information database,

and where the Parties have unanimously decided to permit accession.

**Article 15**

**Entry into force and consequential termination**

1. This Agreement shall enter into force on the date of its signature by the XX State described in Article 4(1).
2. After entry into force, States described in Articles 4(2) may accede to the Agreement in accordance with procedures described in Article 14(2) and shall deposit their instruments of accession with the depositary.
3. Upon entry into force, this Agreement shall replace the 2014 Memorandum of Understanding among the Member States of the Indian Ocean Commission on a Regional Monitoring Scheme for Fishing Activities and Data Sharing and its Confidentiality.

**Article 16**

**Provisional application**

1. This Agreement shall be applied provisionally by a State or entity which consents to its provisional application by so notifying the depositary in writing. Such provisional application shall become effective from the date of receipt of the notification.
2. Provisional application by a State or entity shall terminate upon the entry into force of this Agreement for that State or entity or upon notification by that State or entity to the depositary in writing of its intention to terminate provisional application.

**Article 17**

 **Amendments**

1. Any Party may, at any time after the entry into force of this Agreement propose amendments to this Agreement and/or its Annexes by communicating the text of its proposal to the Depositary, which shall promptly circulate any such proposal to all Parties.
2. Amendments shall be adopted during a meeting of the States Parties, by consensus of the Parties represented.
3. Amendment shall enter into force thirty (30) days after the Depositary has received instruments of acceptance or approval from all Parties.

**Article 18**

**Dispute settlement**

In the event of doubts or disputes between two or more Parties arising from the interpretation or implementation of this Agreement and/or its Annexes, the Parties shall consult in order to settle the dispute by means of negotiations or any other peaceful means of their choosing.

**Article 19**

**Compliance with this Agreement**

Each Party shall take all appropriate measures commensurate with its resources, in accordance with its obligations, and with current international law in order to comply and ensure compliance with this Agreement.

**Article 20**

**Suspension of information exchange for breach of confidentiality**

1. Any Party that has clear proof of a breach of confidentiality by another Party in violation of this Agreement, and which on reasonable grounds could foreseeably undermine the entire fisheries information exchange system, shall ensure that all Parties and IOC are notified through the ERCU of the breach and the relevant evidence, and call for an immediate suspension of information exchanges between the Party concerned and the IOC in order to safeguard the regional information exchange system.
2. Upon agreement through the ERCU by all other Parties , such information exchanges between the Party concerned and the IOC shall be immediately suspended until such time as the violation has been investigated and all Parties agree that it is secure to resume them.

**Article 21**

**Withdrawal from and suspension of this Agreement**

1. In the event any Party fails to implement this Agreement, particularly in relation to rules of confidentiality, usage restrictions, data access, updating the database and ensuring the maintenance of infrastructure, or has committed a serious breach of the provisions in this Agreement the Party, and all other Parties, shall be informed immediately in writing.
2. The Party that has failed to implement this Agreement in accordance with paragraph (1) or has breached this Agreement shall be requested to urgently provide information concerning such failure or breach and any measures taken to correct the failure or breach.
3. This Agreement may be fully or partially suspended in relation to a Party that has failed to implement this Agreement, has been so informed in accordance with paragraph 1 and has not provided sufficient explanation for such failure or corrective measures in accordance with paragraph 2, upon the agreement of all other Parties.
4. Any Party may withdraw from this Agreement. Withdrawal shall take effect twelve (12) months after receipt by the Depositary of the written notification of withdrawal.
5. This Agreement shall continue to apply after withdrawal in relation to any administrative or judicial proceedings arising from measures taken under this Agreement concerning the withdrawing Party, until such proceedings are concluded.

**Article 22**

**Reservations**

Each State Party may, in accordance with its constitution and legislation and in compliance with international law, make reservations to this Agreement unless they are incompatible with its objectives.

**Article 23**

**Relation to other agreements**

1. ​This Agreement shall not alter the rights and obligations of Parties​ which arise from other agreements compatible with this Agreement and which do​ not affect the enjoyment by other Parties of their rights or the​ performance of their obligations under this Agreement.
2. Two or more Parties may conclude agreements modifying or suspending​ the operation of provisions of this Agreement, applicable solely to the​ relations between them, provided that such agreements do not relate to a​ provisional derogation incompatible with the effective execution of​ the objective of this Agreement.

**Article 24**

**Depositary**

1. The original of this Agreement shall be deposited with the Indian Ocean Commission, which shall serve as the Depositary.

**Article 25**

**Authentic texts**

The English and French texts of this Agreement are equally authentic.

IN WITNESS WHEREOF, the undersigned Ministers, being duly authorized thereto, have signed this Agreement.

OPENED FOR SIGNATURE at xxx, this xxx day of xxx, two thousand two hundred and twenty-three, in a single original, in the English and French languages.

**ANNEX I**

**ZONE OF COOPERATION**

TO BE REVISED WITH COORDINATES OF ZONE OF COOPERATION AND ZONE OF DISPUTE.

COUNCIL OF MINISTERS TO DECIDE IF ANY OTHER ZONE SHOULD BE ADDED.



**ANNEX II**

StaRFISH OPERATIONAL PROCEDURES TO BE ANNEXED

**ANNEX III**

**INFORMATION TO BE EXCHANGED**

Parties shall exchange the following information in accordance with this Agreement.

1. satellite based tracking and monitoring information;
2. electronic Monitoring System (EMS) data;
3. EEZ Entry / exit reports;
4. transit of non-flag vessels through the EEZ; ;
5. inspection reports at sea and in port;
6. sighting information;
7. observation details;
8. flagged vessel registration details;
9. catch, landing and transhipment details;
10. licensed vessels used for fishing or related activities;
11. vessel history;
12. applicable national legislation; and
13. any other information that may be approved by the Parties.

**ANNEX IV**

CERTIFICATE OF CONFIDENTIALITY

*To be completed by individuals who acquire, obtain, or have access to Regional information sharing platforms SIGMA and StaRFISH for purposes of fisheries management and Monitoring Control and Surveillance (MCS)*

Function: Administrator/ Operator

First Name(s):

Surname:

Company/ Organisation:

Position/Title:

Town/city:

Country:

Mobile Nº:

Phone Nº (office):

Email:

I undertake in particular (non-exhaustive with regard to the protocol to be respected):

• To use the shared fisheries information only for the strict use of the competent government authorities of the parties for fisheries management and monitoring, control and surveillance and authorised partners,

• Not to disclose any data to third parties.

• Not to disclose the SIGMA and StaRFISH access code and to use it only in a personal and confidential manner, for the needs of the service

Signature :

Date :

With the support of :

**ANNEX V**

**PROCEDURES FOR THE ESTABLISHMENT OF A SUB-REGIONAL SATELLITE BASED VESSEL MONITORING SYSTEM FOR INFORMATION SHARING AND PROVIDING FOR ITS CONFIDENTIALITY**

1. **Application of procedures**

These procedures shall apply to:

1. foreign fishing vessels licensed to fish in at least one participating State; and
2. flag vessels of Participating States operating in areas beyond national jurisdiction.
3. **Objectives of procedures**

The general objectives of these procedures are to:

1. establish a sub-regional satellite-based Vessel Monitoring System for information sharing and provide for its confidentiality;
2. provide Participating States with a real-time view of the activity of fishing vessels throughout the Area of Cooperation described in Article 3 and Annex I of this Agreement;
3. facilitate and improve fisheries management, monitoring, control and surveillance activities through improved monitoring of the movements of fishing vessels and targeting of inspections at sea and port especially in relation to high risk vessels and those that rarely use ports in the sub-region;
4. provide a risk analysis tool to better prevent, deter and eliminate lUU fishing;
5. increase the overall safety at sea and in the context of maritime security in the South West Indian Ocean; and
6. assist in search and rescue operations.
7. **Confidentiality and security**
8. Confidentiality shall be applicable to information in accordance with the Agreement and the following requirements and procedures:
9. information on fishing and fishing related activities shall be exchanged confidentially and may only be used for purposes of fisheries management and MCS;
10. information exchanged among the Parties shall be subject to at least the same level of protection as VMS information in each Party;
11. information may not at any time fall into the public or commercial domains, or be freely accessible and reusable without prior authorization established in accordance with this Agreement.
12. Access to exchanged information and its use shall be open to Parties and subject to the restrictions described in Article 9 of this Agreement.
13. The exchanged information can be viewed, but cannot be manipulated, altered or made available to non-approved third parties unless they have been approved pursuant to Article 11(3) of this Agreement.
14. Information shall be exchanged automatically and without delay after reception by the national VMS, and shall be viewed in the same way by all Parties’ Fisheries Monitoring Centres and such other monitoring systems as may be approved pursuant to this Agreement.
15. **Management of information exchange**
16. The organisation of the information exchange shall be based on:
17. functional and operational national VMS systems to automatically transmit position data of vessels subject to this Agreement;
18. a sub-regional computer server receiving and disseminating VMS data provided by national VMS, which integrates data from the nation VMS into a single database accessible to client computers authorised to connect to it;
19. client computers to connect to the sub-regional computer server;
20. transmissions through the internet using a secure channel; and
21. HTTPS connections, in accordance with Article 8(2)(b), to guarantee the identity of correspondents during communication through the use of digital certificates or Virtual Private Networks;

1. The data format for each position message for a fishing vessel sent to the regional server must contain at least:
2. the identification of the vessel;
3. the most recent geographical position of the ship (latitude & longitude in WGS 84), with an error of less than 500 meters;
4. the date and UTC time of the recorded position;
5. instantaneous speed; and
6. instantaneous heading of the ship.
7. Position messages sent to the sub Regional Server shall be configured according to a format to be agreed among Parties. t
8. Messages shall be assigned a code to be agreed among Parties, depending on whether they are an area entry or exit message or a location-only message.
9. Each Party and Partner shall ensure that its Fisheries Monitoring Centre e ensures that automatically and without delay transmits the required position messagese to the Regional Information System at an email designated by the ERCU.
10. Any change in the Internet address of a Fisheries Monitoring Centre or of the Regional Information System shall be notified immediately to ERCU, which shall notify all Parties and Partners.
11. **Operation of the Regional Fishing Activities Data Sharing Scheme and Comitology**
12. The Secretariat services to be provided by the ERCU, in accordance with its duties under Article 13(2) shall include:
13. coordinating the sharing of information in line with national and regional fisheries monitoring operations ;
14. proposing the list of client computers authorized and accredited to consult and use regional VMS data. This list will be regularly updated and made available to the competent authorities of the participating States;
15. ensuring the automatic and immediate exchange of data and, in general, of the regional fishing activities data sharing scheme’s good operation;
16. identifying training needs on the use of the regional VMS and on data security;
17. ensuring compliance with the rules of confidentiality applying to data transmission and restricted access to data and, generally, to the regional server;
18. ensuring compliance with the principles agreed in this Memorandum;
19. establishing, in conjunction with the Technical Unit, the list of vessels covered by this Memorandum and the corresponding list of on-board VMS Beacon Numbers; and
20. validating the propositions made by the Technical Unit;
21. approving any technical recommendation from the RCU;
22. making any necessary policy recommendations on the operation of the sub-regional VMS information exchange scheme; and
23. reporting to the IOC Secretariat.
24. **National legislation and implementation**
25. Parties shall ensure that national legislation is adequate to implement the Agreement and procedures required under this Annex.
26. Parties and shall, as appropriate, include in national legislation or licensing conditions a requirement that ensures recognition of the obligation to exchange fisheries information for MCS purposes, including VMS data, to the coastal States in accordance with laws and confidentiality requirements.
27. Parties shall not grant any license or authorisation for fishing or fishing related activities to a vessel that refuses to or does not provide VMS information, as agreed among Parties, in the area of cooperation or, for national flag vessels, in areas beyond national jurisdiction.