**AGREEMENT MEMORANDUM OF UNDERSTANDING**

**For the Certification and Coordination of Southwest Indian Ocean (SWIO) Coastal State Scientific observers at Sub-Regional Level and the Exchange of observer Information and Data**

Kenya: How does this fit with the other documents, this is about information sharing.

Jude: Referring...information sharing Agreement. Had the same question. We have the VMS procedure in the sharing of information.

Kenya. We should consider the procedures must be simple,

Mauritius. It is as important as the Administrative Arrgt, binds parties into information parameters, looking at the hierarchy can we put it high up, or can we import what is not dupclicated and transpose it into the administrative arrangement... including use of terms, aggregated data, 5 if this is maintained, 6, 7, 8, 10 most a) A third person may attend based on the discretion of the country. important 9, disclaimer. Could that be put in the Agreement or an Annex, end of the day it is signed by the parties, same as adm agreement.

Discuss tomorrow.

Jude, the Programme itself, there won’t be much data to be shared. There is the normal data to submit to IOTC. An observer will continue to undertake his duties in another jufisdiction and provide that State with the data observed in that State. Once you get your data it’s your responsibility to report to the IOTC. The data will be on the StaRFSIH, and only you will be able to access it. e.g. an observer from SEZ he continues to work in Kenyz waters, then it’s Kenya’s responsibility to report to RFMOs.

Biggest challenge is the training of observers to be certified.

THURSDAY

Mauritius, There is a level of integration while leaving the technical details in a separate document.

FRANCE:

**The Participating States of the Indian Ocean Commission Regional Fisheries Surveillance Plan (PRSP):**

RECALLING Article 62 (*Utilization of the Living Resources),* Paragraph 4, sentence (g), of the 1982 United Nations Convention on the Law of the Sea (UNCLOS), defining coastal States rights and obligations in the placing of observers or trainees on board vessels that are fishing in the exclusive economic zone (EEZ) of the coastal State;

CONSIDERING Article 64 (*Highly Migratory Species*), of the UNCLOS, defining the right and obligation of coastal States to cooperate directly or through appropriate international organizations with a view to ensuring conservation and promoting the objective of the optimum utilization of highly migratory species throughout the region, both within and beyond the EEZ;

IN VIEW of the Indian Ocean Tuna Commission (IOTC) area of competence, comprising the Indian Ocean and adjacent seas, north of the Antarctic Convergence; Jude: mindful that SIOFA does not have a resolution on observers, they will be developing one soon, we should include it here. We will have to invite one of the observers to the WG.

Kenya: specific clause of IOC agreement should be included.(Administrative arrangement it does.)

NOTING that Article V(2)(b) of the Agreement for the Establishment of the IOTC defines its functions and responsibilities *“to encourage, recommend, and coordinate research and development activities in respect of the stocks and fisheries covered by the IOTC, and such other activities as the Commission may decide appropriate, such as transfer of technology, training and enhancement, having due regard to the need to ensure the equitable participation of Members of the Commission in the fisheries and the special interests and needs of Members in the region that are developing countries”*.

TAKING INTO ACCOUNT paragraph 3 of IOTC Resolution 22/04 on a Regional observer Scheme requiring a minimum observer coverage of 5%, as defined by the number of operational sets, on flag vessels of Contracting Parties and Cooperating Non-Contracting Parties (CPCs) operating in the IOTC area of competence of 24 meters length overall and above, and under 24 meters and under 24 metres if they operate outside the EEZ of their flag State;

REFERRING TO paragraph 10 of IOTC Resolution 22/04, stating that CPCs shall have the primary responsibility to obtain qualified observers and that each may choose to use either deployed national or non-nationals of the flag State of the vessel on which they are deployed;

MINDFUL of the Regional observer Scheme Standards developed by IOTC for accessing the national observer programmes of its CPCs;

CONSIDERING the Parties’ applicable national legislation that provides mandates to place observers on national and foreign vessels and assigns functions, authorities and duties to such observers;

DETERMINED to apply the decisions and recommendations concerning observers taken by the relevant regional fisheries management organizations (RFMOs) and agreements;

IN VIEW OF the interest and desire of all Parties to develop their capacity for cooperative action to promote the sustainable exploitation of fisheries resources and to collect independent and reliable scientific fisheries-related data, through joint and concerted action;

ACKNOWLEDGING the Administrative Arrangement signed between the Indian Ocean Commission (IOC) secretariat and its Member States from the 14th of October 2014 and the subsequent extension of this Arrangement to the East African States of Kenya, Mozambique and the Republic of Somalia;

RECOGNIZING the Declaration of the Indian Ocean Commission Fisheries Ministerial Conference 2017 in Madagascar for Combating Illegal, Unreported and Unregulated (IUU) Fishing in the SWIO, noting the establishment of the Working Group (WG) of National observer Programme managers (NOPm) established by the IOC mechanism Regional Fisheries Surveillance Plan (PRSP).

**HAVE AGREED as follows:**

**Article 1 aa**

**Use of terms**

For the purposes of this Memorandum of Understanding:

“a**ggregated data**” refers to raw data that has been compiled and summarized;

“**cooperative observation**” means an observation and data collection mission conducted by any sub-regionally certified observer(s) as authorized by a Party on board a fishing vessel within the Zone of Cooperation or for a flag vessel of a Party beyond areas of national jurisdiction;

“**data**” includes facts and numbers used for analysis, including elemental coded descriptions such as for geographical location, species identification, fishing method, biometric measurements and other;

“**information**” in the context of fisheries information 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 level;

“**fishing**” means: align

* 1. to search for, locate, catch, take, harvest or transport fish;
	2. to attempt to search for, locate, catch, take, or harvest fish;
	3. to engage in any other activity, which can reasonably be expected to result in the locating, catching, taking or harvesting of fish;
	4. any operations at sea directly in support of or in preparation for any activity described in sub-paragraphs (i) to (iii), including any fishing related activity;

“**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; aligned

“**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 any fishing related activity; slaigned

*“***observer***”* means a person authorized to collect information on board fishing vessels in accordance with applicable national laws and any framework of cooperative observer programs, and that can be used inter alia for monitoring fishing activities, quantifying species composition of target species and bycatch, whether they are retained or discarded and deploying or collecting tags; and

**“Raw data” means** the verified input of observations conducted by observers on board**.**

Mauritius

**Article 2 change order**

**The Institutional authorities responsible for the management and coordination of the national fisheries Observation Programmes of the Parties**

1. The designated institutional authorities responsible for the management and coordination of the national fisheries observer programmes of the Parties are in Annex 1.
2. Annex 1 may be amended upon written notification by the relevant Party to the other Parties.

**Article 3**

**Application Integrate in Adm Arrgt**

This Memorandum of Understanding shall apply to all fishing and fishing-related activities and information originating from or related to the Zone of Cooperation d66escribed in Annex 2 and to all flag vessels of Parties operating in areas beyond their national jurisdiction.

**Article 4**

**Objectives should be art 2**

Mauritius: Include the overseeing responsibility of the ERCU

IOC: Financial support, to be realized through PRSP. Particiapting States do not contribute financially to a project it is Ecofish. IOC have to fund it. One day the PRSP will be autonomous. Short term IOC. We change the provision that the IOC may fund it, it does not come. “mobilization of finances”

The objectives of this Memorandum of Understanding are to:

1. implement the IOTC Regional observer Scheme Standards as minimum criteria for:
	1. the training and certification of observers of the Parties;
	2. a common “basic observer training programme” for observers deployed on flag vessels of Parties and the artisanal fleet to meet the IOTC requirements for minimum observer coverage;
	3. the training of management staff in the national observer programme in each Party;
	4. a common “observer logistic coordination training programme” for management staff in the national observer programme in each Party;
	5. the certification of training institutions/providers;
2. establish processes to:
3. facilitate the exchange of certified observers to assist Parties in complying with the IOTC Regional observer Scheme standards;
4. establish the procedures for the recognition of training of observers and the national observer programme management team for Parties that have established an operational programme aligned with the IOTC Regional observer Scheme standards on “observer training policy”;
5. establish regional procedures for the certification of Parties’ observers;
6. establish and maintain an electronic data-sharing process for the quick and regular exchange of observation data among the Parties;
7. establish the procedures for the planning and coordination of observer deployments in the regional large pelagic fleets comprised of industrial tuna purse-seine and pelagic longline vessels;
8. develop refresher training courses for the certification of Parties’ observers to conduct cooperative observation;
9. develop observer logistic coordination training courses for Parties’ national observer programme management/coordination staff to standardize observer briefings, debriefings and management procedures.

**Article 5 AA**

**The Role of the IOC through the Regional Fisheries Surveillance Plan**

Mauritius can we amend to show the situation at the time of signature rather than what is expected in medium to long term.

If the AA is short term, we should not import it.

The role of the Indian Ocean Commission through the Regional Fisheries Surveillance Plan (IOC-PRSP) is to provide the platform for information exchange, and Parties shall undertake to cooperate with the IOC as it facilitates the implementation and coordination of the relevant activities, including *inter alia* to:

1. mobilize the necessary financial and technical support for the:
2. appointment of a “Regional observer Coordinator” who shall be responsible for monitoring the implementation and coordination of cooperative regional observer missions;
3. development, maintenance and hosting of data sharing tools for the quick and regular exchange of observation data among the Parties, as defined under [Annex 3](#_Annexe_2_-) of this Memorandum of Understanding, including storage, aggregation and exchange of received data and information through the StaRFISH database;
4. assistance in the planning and coordination of regional observer deployments, and in cooperation with the industrial vessels and their flag States wishing to embark an observer from the programme, in regional large pelagic fleets (industrial tuna purse-seine and pelagic longline), as detailed under [Annex 4](#_Annex_4_-) of this Memorandum of Understanding;
5. training of the observers accredited to operate in the region;
6. training of the NOP management teams; and
7. organization of the NOPm WG meetings.

;

1. participate in the NOPm WG;
2. certify sub-regional observers and issue them a certificate and an ID card which carries the IOC logo;
3. collaborate with the IOTC to provide technical and scientific support to sub-regional observer cooperation activities including development of standards, training and other activities as may be required.

**Article 6**

**The Role of the RFMOs and Agreements**

RFMOs/As may become partners to the ... Parties shall afford Regional Fisheries Management Organizations and Agreements an opportunity to contribute to the NOPm WG as partners.

France this program could be adapted to other requirements from RFMOs, such as IOTC, SIOFA.. apply to other RFMOs/future.

Mauritius. RFMOs/As may become partners to the ....

In WG ToRs and reference here.

**Article 7**

**The Responsibilities of the Parties MOU**

The Parties shall:

1. nominate a national observer programme manager/coordinator and a data manager, who shall be the contact points on matters related to the implementation of the activities under this Memorandum of Understanding, including the participation to the WG NOPm WG);
2. nominate national observers that meet minimum criteria as defined in [Annex](#_Annex_5_-) 5, to undergo a sub-regional certification process as defined in Annex 6, in order to be able to join the pool of sub-regionally accredited observers;
3. forward the list of national observers certified at sub-regional level to the IOTC Secretariat for registration;
4. coordinate observer deployment in association with the IOC and the other Parties;
5. work towards aligning national observer programmes with IOTC Regional observer Scheme standards, including the safety-at-sea standard, and report to the IOTC Secretariat any incidents involving observers;
6. ensure compliance with IOTC Resolution 22/04 and report observer information to the IOTC Secretariat in the required format(s).

**Article 8**

**The Role of the SWIO NOPm WG WG ToRs (provision for liaison)**

The Parties may designate the role of the NOPm WG, consistent with its terms of reference, which should include to:

1. share observer deployment planning at the sub-regional level;
2. plan observer deployments at the sub-regional level;
3. report on the deployments of observers within the coastal States for the small-scale fleets;
4. develop standards for the implementation and coordination of cooperative sub-regional observer activities;
5. develop formal observer certification processes; and
6. such other role as may be designated.

**Article 9**

 **Cooperative observation missions**

1. The objective of cooperative observation missions is to pool and optimize the observer resources and information of the Parties, and such missions shall be subject to the conditions required in this Memorandum of Understanding.
2. Mauritius. Can this be removed and put into a more technical part of the document. Put emphasis on participating state. The party for which an obsrver takes part... shall receive report ....etc An observer taking part in a cooperative observation mission outside their national jurisdiction shall continue to report to its national authority, and such authority shall share data through StaRFISH with the other Party or Parties associated with the cooperative observation mission. Jude: Should appear as 10(2).

**Article 10**

**Data Sharing and Confidentiality**

1. All data... collected by regionally certified observers during any cooperative mission shall be delivered to their respective national authority. No other person is to obtain such data. Sub-regionally certified observers shall deliver all data (physical and digital) collected during any cooperative observation mission to their national authority designated in Annex 1.
2. The designated authority of each Party will be responsible for the debriefing of their certified observers, data verification, forwarding and storage.
3. The designated authority of each Party shall forward raw data (where appropriate), aggregated data, and other data considered for exchange, to the relevant information sharing platform operated by IOC/PRSP and such exchange shall be effected in accordance with the Party’s applicable confidentiality legislation and in line with the IOC/PRSP Agreement for the Establishment of Regional Mechanisms for the exchange of fisheries information for the purpose of MCS.
4. Raw data collected by sub-regionally certified observers shall be the property of the Party responsible for its collection. Data collected by an observer of one of the Parties in the waters under the jurisdiction of another Party shall be transmitted to the latter in sufficient detail and grouped in accordance with 15/02... by 1° x1°, to allow its use for fisheries management scientific purposes and/or for reporting to the IOTC. 1 x 1 for purse seine, 5 x 5 for ll. Just refer in accordance with Resolution 15/02 of IOTC mandatory grouping as required in IOTC.
5. Raw data made available to the IOC by a Party for aggregation and sharing (after being aggregated) through the PRSP Internet tool StaRFISH, shall not be shared or used for other purposes than those provided under this Memorandum of Understanding without the prior written approval of the Party responsible for its collection.
6. Any data of a commercial or private nature such as the geographical position of fishing operations, shall be strictly confidential and shall not be disclosed or made available to other Parties or entities external to this Memorandum of Understanding without the prior written approval of all Parties.
7. Aggregated data collected by sub-regionally certified observers during their cooperative observation missions shall be exchanged with non-Parties provided there is prior written approval of all parties and on such terms and conditions deemed necessary . Sharing of aggregated data with non-Parties shall be conducted in line with the IOTC Resolution 12/02 on Data Confidentiality Policy and Procedures.
8. Any Party that publishes scientific information shall only use aggregated data, citing the common origin of the data, and shall transmit a copy to the other Parties.

**Article 11**

**Signature and accession Align with other instruments**

1. This Memorandum of Understanding shall be open for signature by all Participating States of the IOC PRSP.
2. After this Memorandum of Understanding enters into force in accordance with Article 12(1), it shall be open for accession by XXX where the Parties have unanimously agreed to permit accession.

**Article 12**

**Entry into force**

1. This Memorandum of Understanding shall enter into force on the date of its signature by the (number) Participating State described in Article 11(1).
2. After entry into force, States described in Articles 11(2) may accede to the Agreement in accordance with procedures described in Article 11(2) and shall deposit their instruments of accession with the Depositary.

**Article 13**

**Withdrawal**

Any Party may withdraw from this Memorandum of Understanding by delivering written notification of its intention to withdraw to the Depositary at least 90 days prior to the proposed date of withdrawal.

**Article 14**

**Amendment**

**Kenya**: Coming into effect instead of entry into force.

Mauritius: This is less stringent in terms of processes than a treaty because it is a technical document and it needs to be in place as soon as the administrative arrangement is signed. We would prefer a lesser threshold. For amendment, consensus must be rquired, this is already inbuilt. Leave it.

Jude: If we remove part to go into agreement for aa, then this should be an MOU because of the technical aspect.

Mauritius: If part of the provisions would be put in aa, this document contains technical aspects, it should still be an agreement, it creates binding obligations. We would prefer a lighter process if possible, given it is subordinate to the aa.

Kenya: para 3 and 4. ERCU. Should call it a steering committee for prsp. Use: ERCU/Steering Committee

1. Any Party may, at any time after the entry into force of this Memorandum of Understanding, propose amendments to this Memorandum of Understanding and 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 proposed at least three months before a meeting of the SWIO NOPm WG and adopted at such meeting by consensus of the Parties represented.
3. Amendment shall enter into force thirty (30) days after the decision of the meeting in paragraph 2 of this Article and the ERCU has approved Depositary has received instruments of acceptance or approval from two thirds of the Parties
4. The delegated authorities may, by mutual agreement, in particular at a meeting of the NOPm WG of the SWIO coastal States, define other procedures for the amendment of this Memorandum of Understanding for approval of the IOC/PRSP Expanded Regional Coordination Unit.

**Article 15**

**Relation to other agreements and areas under national jurisdiction**

1. This Memorandum of Understanding shall not alter the rights and obligations of Parties which arise from other agreements compatible with this Memorandum of Understanding and which do not affect the enjoyment by other Parties of their rights or the performance of their obligations under this Agreement.
2. This Memorandum of Understanding shall not affect the rights, claims or views of any Party in relation to areas under its national jurisdiction.

**Article 16**

**Dispute settlement**

Disputes between the Parties which may arise from the implementation of this Memorandum of Understanding shall be settled through diplomatic channels.

In the event of doubts or disputes between two or more Parties arising from the interpretation or implementation of this Memorandum of Understanding 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.

Kenya: Use dispute settlement in MCS document, to protect data.

**Article 17**

**Validity**

1. The MoU shall be valid for a period of five years and thereafter (Kenya: will) shall renew automatically for another five (5) years if a Party does not object in writing.
2. If a Party objects to the renewal, Parties shall review this Memorandum of Understanding which shall remain valid for the Parties that do not object until the adoption of a new Memorandum of Understanding . This is a policy decision.
3. If there is an objection the Zone of cooperation will have to be amended accordingly. Add the areaas for which the participating state has communicated its objection will not form part of the Zone of Cooperation.

**Article 18**

**Disclaimer**

The Parties acknowledge that they remain responsible to commply with iotc res 22/04and the ROS while taking part in the certification and coordination of Parties’ observers at sub-regional level and the exchange of observer data agreed under this Memorandum of Understanding

**Article 19**

**Depositary**

The Indian Ocean Commission shall serve as the Depositary.

**Article 20**

**Authentic texts**

The English, French and Portugese texts of this Memorandum of Understanding are equally authentic.

IN WITNESS WHEREOF, the undersigned Ministers, being duly authorized thereto, have signed this Memorandum of Understanding.

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.

IN WITNESS WHEREOF, THE UNDERSIGNED, DIRECTLY AUTHORIZED BY THEIR RESPECTIVE GOVERNMENTS, HAVE SIGNED THIS MEMORANDUM OF UNDERSTANDING.

Done in three (3) copies, in French, English and Portuguese, the texts being equally authentic.

**Date:**

|  |  |
| --- | --- |
| For the Union of Comoros\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_The Director General of the National Centre for Fisheries Control and Surveillance (CNCSP)  | For the Republic of Kenya\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_The Director General of the Kenya Fisheries Service (KeFS)  |
| **For France**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_The Director of the Direction of the South Sea Indian Ocean (DMSOI) | **For the United Republic of Tanzania**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_The Director General of the Deep-Sea Fishing Authority (DSFA) |
| **For Madagascar**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_The Executive Director of the Fisheries Monitoring Centre (CSP) | **For Mozambique**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_The Director General of the National Mozambique Oceanographic Institute INOM  |
| **For Mauritius**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_To be advised. | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **For the Seychelles**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_The Chief Executive Officer of the Seychelles Fishing Authority (SFA) | **For Somalia**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_The Director general of Fisheries and Marine Resources  |
|  |  |

**ANNEX 1**

**The Institutional Authorities Responsible for the Management and Coordination of the National Fisheries Observation Programmes of the Parties**

The following institutional authorities are responsible for the management and coordination of the national fisheries observation programmes.

*Union of Comoros emial*

The **National Centre for Fisheries Control and Surveillance** (in French: Centre National de Contrôle et de Surveillance des Pêches - CNCSP**)**, under the supervision of the Ministry of Agriculture, Fisheries, Environment, Tourism and Handicrafts (in French: Ministère de l'Agriculture, de la Pêche, de l'Environnement, du Tourisme et de l’Artisanat).

*France*

The General Direction of Maritime Affairs ... email. **Direction of the South Sea Indian Ocean** (in French: Direction Generale de la peche de la Mer Sud Océan Indien - DMSOI), under the supervision of the Ministry of Agriculture and Food (in French: Ministère de l’Agriculture et de l’Alimentation).

*Kenya*

The **Kenya Fisheries Service** **(KeFS)** under the supervision of the State Department for Blue Economy and Fisheries of the Ministry of Mining, Blue Economy and Maritime Affairs.

*Madagascar*

The **Fisheries Monitoring Centre (in French: Centre de Surveillance des Pêches - CSP)**, under the supervision of the Ministry of Fisheries and Blue Economy (in French: Ministère de la Pêche et de l’Economie Bleue).

*Maldives*

The **Fisheries Compliance Section** **(FCS),** under the supervision of the Fisheries Department (FD) of the Ministry of Fisheries, Marine Resources and Agriculture (MoFMRA.

*Mauritius*

The **Fisheries Division (FD)**, under the supervision of the Ministry of Blue Economy Marine Resources, Fisheries and Shipping.

*Mozambique*

The Mozambique Oceanographic Institute **National Research Institute** (IN PORTUGUESE: Instituto Oceanographico... Nacional de Investigação – IIP), under the supervision of the Ministry of the Sea, Inland Waters and Fisheries (in Portuguese: Ministério do Mar, Aguas Interiores e Pescas).

*Republic of Seychelles*

The **Seychelles Fishing Authority (SFA),** under the supervision of the Ministry of Fisheries and Blue Economy.

*Somalia*

The **Fisheries Management Department,** under the supervision of the Federal Ministry of Fisheries and Blue Economy.

*South Africa*

The **Directorate of Offshore & High Seas Fisheries** of the **Department of Forestry, Fisheries and the Environment (DFFE)**, under the Chief Directorate of Marine Resources Management.

*United Republic of Tanzania*

The **Deep-Sea Fishing Authority (DSFA)**, under the supervision of the Ministries responsible for Fisheries.

**ANNEX 2**

**ZONE OF COOPERATION**

**(Chart with coordinates to be added)**

**ANNEX 3**

**PROCEDURES AND TOOLS FOR SHARING DATA COLLECTED DURING COOPERATIVE OBSERVATION MISSIONS**

1. **Objective**

The objective of sharing observation data collected during cooperative observation missions is to provide each Party with information on the catches in waters under its jurisdiction that occur in the Zone of Cooperation, including both target species and bycatch, including:

1. raw data collected, in accordance with specifications in the IOTC Manual on...
2. aggregated data on:
	1. target catches (number or tonnes) by: species (FAO code): fate (retained, discarded, etc.); fishing date, EEZ and fishing vessel flag; school; and association type where applicable;
	2. bycatch (number or tonnes) by: species (FAO code); fate (retained, discarded, released, etc.); date, EEZ and fishing vessel flag; school and association type where applicable; and by health status at release (alive, dead, unknown, etc.).
3. **Procedures**

Parties shall comply with the following procedures associated with data collection by sub-regionally certified observers and its access, transmission and exchange, and shall ensure compliance by their National observer Program (NOP) managers and observers with such procedures:

1. all aggregated data collected shall be integrated directly into StaRFISH;
2. the data shall, prior to being shared, be grouped by EEZ, sorted by month and vessel’s flag;
3. data sharing does not provide information on a specific date, time or position (lat/long) of the activities or catches of a vessel;
4. each Party shall only have access to data collected in its own EEZ;
5. raw data shall be the property of the State responsible for or that directs its collection;
6. data collected by an observer from one Party that relates to the waters under the jurisdiction of another Party shall be transmitted to the latter, grouped by 1°x1°, and in sufficient detail to allow its use for reporting to the IOTC and/or for scientific purposes.
7. the exchange of aggregate data should require minimum efforts by observers or the NOP management teams;
8. Parties shall transmit all data related to cooperative observation activities to the IOC-PRSP in a digital format defined by the IOTC;
9. Parties shall conduct the exchange of data in accordance with the confidentiality standards in IOTC Resolution 12/02 on Data confidentiality policy and procedures, or superseding resolutions.
10. **Tools**

Parties shall store observation data collected in accordance with this Annex in StaRFish, and shall ensure that it:

1. provides different levels of use and access to data by different users and groups;
2. provides the traceability, security and confidentiality of the shared data;
3. allows for the export of raw or aggregated observation data to StaRFISH from the databases used by the Parties ;
4. processes Geographic Information System (GIS) raw observation data in order to group it by EEZ and stratify it by vessel flag, in accordance with a cooperative process between the NOP and/or the administrator of StaRFISH;
5. integrates and stores all aggregated observation data in the StaRFISH observer module, allowing Parties to access the data collected in their EEZs, and restricting access to data collected in the EEZ of other Parties;
6. develop filters allowing each Party to access the observed catches made in its EEZ by:
	* 1. flag;
		2. over a chosen period of time (month, quarter or year);
		3. species;
		4. fate;
		5. quantity (tonnes, numbers);
		6. other.
7. share among Parties information relating to, inter alia:
	* 1. the observer;
		2. the vessel itinerary;
		3. trip summary (number of days in the fishing zone, number of days of navigation, number of fishing days, number of days lost, total number of sets);
		4. the sightings of other vessels.

**ANNEX 4**

**TOOLS FOR ONLINE PLANNING AND COORDINATION OF OBSERVER DEPLOYMENTS**

1. Observers must hold a valid sub-regional certificate issued in accordance with agreed procedures.
2. The StaRFISH observer module must include an observer deployment calendar applicable to this MoU and drawn in cooperation with any vessel or flag State requesting the embarkation of observers to enable the follow up and coordination of the deployments of observers.
3. Observer agreements concluded by any Party should indicate that:
	1. observers from any existing observer programme may be designated, providing that the observer is certified at a sub-regional level to conduct cooperative observation missions; and
	2. observation data collected during cooperative observation mission by observers will be shared with the signatory Parties to this MoU, as provided in [Annex 3](https://d.docs.live.net/bc1ab9a13f0bf9de/Documents/Ecofish%20PRSP/Zanzibar%20documents/Annex%204.docx#_Annexe_2_-)
4. Parties shall coordinate deployments of observers:
	1. during the 1st meeting of the year of the WG -NOPm;
	2. by electronic communications;
	3. by means of a calendar included in StaRFISH.
5. Parties’ NOP Managers should update the shared observer deployment calendar at least once a week to ensure cooperative operations.
6. The deployment of an observer by one Party in a national port of another Party should be supported by the NOP manager of the country where the observer is expected to embark/disembark.
7. The Parties agree to interchange observers as necessary, in order to meet their national and/or international obligations and in such circumstances observation costs shall be agreed between the Parties.

**ANNEX 5**

**MINIMUM CRITERIA FOR CERTIFICATION OF OBSERVERS AT SUB-REGIONAL LEVEL**

The minimum criteria for the certification of observers at sub-regional level shall include the following requirements.

|  |  |
| --- | --- |
| 1. Education
 | MINIMUM 10 YEARS OF EDUCATION, holder of a Secondary School Certificate or equivalent and able to do mathematical calculations and be computer literate (user Word and Excel).  |
| 1. Age
 | At least 21 years old. |
| 1. Health
 | Holder of a valid IMO (STCW-F) compliant Certificate of Medical Fitness[[1]](#footnote-1) issued by an authorised medical practitioner. |
| 1. Literacy
 | Evidence of literacy competency in at least one of the following languages: English, French, Portuguese. Able to communicate with the captain and to write comprehensive reports on activities on-board a vessel. |
| 1. Safety
 | Holder of a valid STCW2010 Basic Safety Training Certificate[[2]](#footnote-2)Compulsory Training Modules: * Personal Survival Techniques (≈4 days)
* Personal Safety and Social Responsibilities (≈1.5 days)

Recommended training modules:* Medical 1 (PSC1 HPR + remote medical) (≈3 days)
* Marine Basic Prevention and Fire Fighting (≈3 days)

Optional training modules:* Radio Telephone Operators certificate
 |
| 1. Ethics
 | Clear police record with a history of strong socially acceptable ethical standards in the areas of honesty and public behaviour. The observer should be impartial and have no financial links with fishing companies.  |
| 1. Experience
 | Previous sea going experience, fishing experience, data collection experience and /or fisheries legislation experience is essential.  |
| 1. Training
 | Holder of a *valid* Basic observer Training Course Certificate[[3]](#footnote-3) (or equivalent) as per IOTC Regional observer Scheme Standards[[4]](#footnote-4). |

**ANNEX 6**

**OBSERVER CERTIFICATION PROCESS**

The WG-NOPm oversee the observer certification process at sub-regional level, including obtaining certification, maintaining certification, decertification, and re-certification as described below.

1. The NOP Manager from each Party will submit to the WG NOPm a list of candidates for certification as sub-regional observers.
2. The WG NOPm will identify candidates that meet the “Minimum criteria for the certification of observers at sub-regional level” in Annex 5, who may attend refresher training and, if completed satisfactorily, be considered for certification.
3. Notwithstanding paragraph 2, candidates that meet the “Minimum criteria for the certification of observers at a sub-regional level” in Annex 5 that have successfully completed equivalent refresher training during the previous two calendar years will be directly considered for certification.
4. Successful candidates will be certified at a sub-regional level by the IOC and provided with a recognized ID card attesting to their level of training.
5. Observer certification and training at a sub-regional level will be gear-type specific, with observers being certified separately for each gear type.
6. Certified observers will have the possibility to conduct cooperative observation missions and collect observation data in the Zone of Cooperation.
7. Certified observers are under the direct responsibility of a Party’s delegated authority responsible for the coordination and management of the NOP that proposed them for certification and under which they are employed.
8. The NOP management team is responsible for: providing rigorous and regular briefings/debriefings; conducting observer competency-based assessments; and ensuring that data collected by their certified observers fully achieve the Parties’ common goals, meet IOTC requirements and is of a consistently high standard.
9. The information collected by a NOP management team during the observer’s regular gear-specific debriefing, the filling of a debriefing form and an observer trip evaluation form can be used in three main ways:
	* 1. diagnostic, to identify education or training needs;
		2. informative, to provide feedback on the work of the observer to the other Parties;
		3. evaluative, to assess observer performance.
1. Ensures that the observer is able to endure normal conditions of life at sea and that their health status will not endanger the health and safety of the other people on board. Valid for 2 years. [↑](#footnote-ref-1)
2. To comply with “international safety standards for merchant seaman and fishermen” to embark on any commercial fishing vessel, observers are required to undertake a number of STCW2010 certified courses. Valid for 5 years. [↑](#footnote-ref-2)
3. Document attesting that the observer has successfully undergone a ‘Basic observer Training Course’ as per IOTC ROS Standards and listing the gears in which the observer has been trained on. Valid for 5 years for observers who complete at least 1 at-sea trip/year per gear listed. Valid for 2 years for observers who didn’t complete at least 1 at-sea trip/year per gear listed. [↑](#footnote-ref-3)
4. Refer to IOTC Regional observer Scheme standards, Guidelines to assist the implementation of the IOTC Regional observer Scheme standards, C. Basic observer training curriculum. [IOTC-2019-S23-10\_Rev1[E] - Regional observer Scheme standards](https://iotc.org/documents/regional-observer-scheme-programme-standards), page 15. [↑](#footnote-ref-4)