



Council of the
European Union

Brussels, 18 September 2017
(OR. en)

Interinstitutional File:
2017/0222 (NLE)

12265/17
ADD 1

PECHE 336

PROPOSAL

From:	Secretary-General of the European Commission, signed by Mr Jordi AYET PUIGARNAU, Director
date of receipt:	15 September 2017
To:	Mr Jeppe TRANHOLM-MIKKELSEN, Secretary-General of the Council of the European Union
No. Cion doc.:	COM(2017) 484 final - Annex 1
Subject:	ANNEX to the Proposal for a COUNCIL DECISION on the signing, on behalf of the Union, and provisional application of a Protocol setting out the fishing opportunities and the financial contribution provided for by the Fisheries Partnership Agreement between the European Union and the Republic of Mauritius

Delegations will find attached document COM(2017) 484 final - Annex 1.

Encl.: COM(2017) 484 final - Annex 1



EUROPEAN
COMMISSION

Brussels, 15.9.2017
COM(2017) 484 final

ANNEX 1

ANNEX

to the

**Proposal for a
COUNCIL DECISION**

on the signing, on behalf of the Union, and provisional application of a Protocol setting out the fishing opportunities and the financial contribution provided for by the Fisheries Partnership Agreement between the European Union and the Republic of Mauritius

PROTOCOL

setting out the fishing opportunities and the financial contribution provided for by the Fisheries Partnership Agreement between the European Union and the Republic of Mauritius

Article 1

Duration

This Protocol and the Annex thereto shall apply for a period of 4 years from the date of provisional application.

Article 2

Principles

1. As provided for under Article 6 of the Fisheries Partnership Agreement, vessels flying the flag of a Member State of the European Union, hereinafter Union vessels, may engage in fishing activities in Mauritius waters only if they are in possession of a fishing authorisation issued under this Protocol in accordance with Chapter II to the Annex hereto.
2. With a view to the continued development of responsible and sustainable fishing, the Parties agree to co-operate against illegal, unreported and unregulated fishing.
3. The Parties hereby undertake to promote responsible fishing in Mauritius waters based on the principle of non-discrimination between the different fleets fishing in Mauritius waters. Mauritius undertakes to apply the same technical and conservation measures to all industrial fleets operating in its waters.
4. In the interest of transparency, Mauritius authorities undertake to provide the EU, through the Joint Committee provided for in Article 9 of the Fisheries Partnership Agreement (hereinafter referred to as the Joint Committee), relevant information on the fishing activities taking place in Mauritius waters, in line with IOTC requirements.
5. The Parties hereby undertake to implement this Agreement in accordance with Article 9 of the Cotonou Agreement concerning essential elements regarding human rights,

democratic principles and the rule of law, and fundamental elements regarding good governance.

6. The employment of seamen on board European Union vessels shall be governed by the International Labour Organisation (ILO) Declaration on Fundamental Principles and Rights at Work, which shall apply as of right to the corresponding contracts and general terms of employment. This concerns in particular freedom of association and the effective recognition of the right to collective bargaining, and the elimination of discrimination in respect of employment and occupation.

Article 3

Fishing Opportunities

1. The fishing opportunities granted under Article 5 of the Fisheries Partnership Agreement for Highly migratory species (species listed in Annex 1 to the 1982 United Nations Convention on the Law of the Sea), shall be as follows:
 - (a) 40 purse seiners; and
 - (b) 45 surface long liners.
2. Mauritius shall authorise a maximum of 20 supply vessels to assist in the operations of Union fishing vessels authorised in Mauritius waters, unless set otherwise by the IOTC.
3. Paragraph 1 and 2 shall apply subject to Articles 8 and 9 of this Protocol.

Article 4

Financial contribution

1. For the period referred to in Article 1, the total financial contribution referred to in Article 7 of the Fisheries Partnership Agreement shall be EUR 2 300 000.
2. This total financial contribution shall comprise:
 - (a) an annual amount for access to Mauritius waters of EUR 220 000 equivalent to a reference tonnage of 4000 tonnes per year;

- (b) a specific amount of EUR 220 000 per year for the support and implementation of Mauritius' sectoral fisheries policy; and
- (c) an additional amount of EUR 135 000 to support the development of maritime policy and ocean economy in line with the objectives set out in Article 9 of this Protocol.
3. Paragraph 1 shall apply subject to Articles 5 to 9 of this Protocol.
 4. The European Union shall pay the amount referred to in paragraph 2 (a) of this Article no later than 60 days after the start of the provisional application for the first year and, no later than the anniversary date of the provisional application of this Protocol for the following years.
 5. If the annual level of catches of tuna by European Union vessels in Mauritius waters exceeds the annual reference tonnage referred to in paragraph 2 (a), the amount of the annual financial contribution for access rights shall be increased by EUR 55 for each additional tonne caught.
 6. However, the total annual amount paid by the European Union shall not be more than twice the amount indicated in paragraph 2 (a). Where the quantities caught by European Union vessels in the Mauritius waters exceed the quantities corresponding to twice the total annual amount, the amount due for the quantity exceeding that limit shall be paid the in following year.
 7. Mauritius shall have full discretion regarding the use to which the financial contribution specified in paragraph 2 (a) is put.
 8. The financial contribution shall be paid into a single Mauritius' Public Treasury account opened with the Bank of Mauritius. The financial contribution referred to in paragraphs 2(b) and 2(c) shall be made available to Mauritian entity responsible for implementing fishery and maritime policies. The account number shall be provided annually by the Mauritius authorities to the European Union.
 9. The detailed implementing rules regarding the use of the financial contribution referred to in article 4(2)(c) shall be agreed upon in the first Joint Committee meeting held under this Protocol. It will include the definition of actions referred to in Article

9, the responsible departments, the corresponding budgetary approximations, the disbursement modalities as well as the reporting mechanisms.

Article 5

Sectoral Support

1. No later than three months after the date of the provisional application of this Protocol, the Joint Committee shall agree a multiannual sectoral programme and detailed implementing rules covering, in particular:
 - (a) annual and multiannual programme for using the specific amount of the financial contribution referred to in Article 4 paragraph 2 (b);
 - (b) the objectives, both annual and multiannual, to be achieved with a view to developing, over time, responsible and sustainable fisheries, taking account of the priorities expressed by Mauritius in its national fisheries policy and maritime policy, and other policies relating to or having an impact on the promotion of responsible and sustainable fishing; and
 - (c) criteria and procedures for evaluating the results obtained each year.
2. Any amendment to the annual or multiannual sectoral programme shall be approved by the Joint Committee.
3. Each year, Mauritius shall present an annual report on the actions implemented and the results achieved with sectoral support, which shall be examined by the Joint Committee. Mauritius shall report before expiry of the present Protocol on the implementation of sectoral support throughout the duration of this Protocol.
4. The specific amount of the financial contribution referred to in Article 4(2)(b) shall be paid in instalments. For the first year of the Protocol, the instalment shall be paid on the basis of the needs identified as part of the agreed programming. For the subsequent years of application, the instalments shall be paid on the basis of an analysis of the

results achieved in the implementation of the sectoral support and the agreed annual programme.

In light of the results of this analysis, if the results obtained are inconsistent with the programming or if the financial execution is found to be insufficient by the Joint Committee, the payment of the specific financial contribution provided for in Article 4(2)(b) of this Protocol may be revised or suspended, in part or in full.

5. Payment of the financial contribution shall resume after consultation and agreement by the Parties when it is justified on the basis of the results of the implementation of the agreed programming referred to in paragraph 1.
6. The specific financial contribution provided for in Article 4(2)(b) may not be paid beyond a period of six (6) months after the Protocol expires. Whenever necessary, the Parties shall continue to monitor the implementation of sectoral support after the expiry of this Protocol.

Article 6

Scientific cooperation on responsible fishing

1. The Parties undertake to comply with the applicable resolutions, recommendations and the relevant management measures adopted by the Indian Ocean Tuna Commission (IOTC) regarding conservation and responsible management of fisheries.
2. Based on the recommendations and resolutions taken within the IOTC and the best available scientific advice and, where appropriate, the results of the joint scientific meeting provided for by Article 4 of the Fisheries Partnership Agreement, the Parties may consult each other within the Joint Committee and, where necessary, agree on the measures to ensure sustainable management of Mauritius' fisheries resources covered by this Protocol as far as the activities of Union vessels are concerned.

Article 7

Experimental fisheries and new fishing opportunities

1. The Joint Committee may consider and approve the possibility of experimental fisheries campaigns in Mauritius waters with a view to test the technical feasibility

and economic viability of new fisheries not provided for in Article 3. To this end, the Joint Committee shall determine on a case by case basis the species, the conditions, including the participation of Mauritian scientists in such campaigns, and any other relevant parameters. An authorisation for experimental fishing shall not exceed a period of 6 months.

2. Taking into account the best available scientific advice and on the basis of the results of the experimental fisheries campaigns, if the European Union becomes interested in new fishing opportunities, the Joint Committee shall, on approval, prescribe the conditions applicable to such new fishing activities.
3. In the event that the Parties consider that experimental campaigns have given positive results, Mauritius may allocate fishing possibilities of the new species to the Union fleet until the expiration of this Protocol. The financial compensation mentioned in Article 4(2)(a) of this Protocol shall consequently be adjusted by the Joint Committee. Ship owners' fees and conditions as provided for in the Annex shall be amended accordingly.

Article 8

Adjustment of fishing opportunities, reference tonnage and technical measures by mutual agreement

1. The Joint Committee may review and adjust the fishing opportunities referred to in Article 3 insofar as the recommendations and resolutions adopted within the IOTC confirm that such an adjustment will secure the sustainable management of tuna and tuna-like species in the Indian Ocean.
2. In this case the financial contribution referred to in Article 4(2)(a) shall be adjusted proportionately and *pro rata temporis* by decision of the Joint Committee. However, the total annual amount paid by the Union shall not be more than twice the figure indicated in Article 4(2)(a). The adjustment of fishing opportunities referred to in this article, may also be based on the results of experimental fisheries conducted in accordance to Article 8.
3. Three months before the end of the second year following the start of provisional application of the Protocol, and provided the actual reported level of catches by EU

vessels in Mauritius waters exceeds the reference tonnage, the Parties may review and adjust the reference tonnage. Where the above applies, the financial contribution in article 4(2)(a) may be adjusted for the remaining period of implementation.

4. The Joint Committee may, where necessary, examine and adapt the provisions governing the pursuit of fishing activities and the rules for implementing this Protocol and Annex thereto.

Article 9

Co-operation in the field of Ocean Economy

1. The Parties shall undertake to develop a framework to enhance co-operation in the field of ocean economy. This may cover inter alia, aquaculture, sustainable development of the oceans, maritime spatial planning, marine energy and marine environment.
2. The Parties shall co-operate in the development of joint actions to further attain these objectives, including through existing co-operation tools and programmes.
3. The Parties agree to initiate action through the establishment of focal points, exchange of information and expertise in this field.

Article 10

Suspension of the implementation of the Protocol

1. Implementation of this Protocol shall be suspended at the initiative of either one of the Parties, in the following circumstances:
 - (a) if exceptional circumstances, other than natural phenomena, prevent fishing activities in Mauritius waters;
 - (b) where a dispute arises between the Parties over the interpretation and implementation of this Protocol and its Annex which cannot be settled;
 - (c) failure by either of the Parties to comply with the provisions of this Protocol and its Annex, and in particular in relation to a breach of essential and fundamental elements on human rights as laid out by Article 9 of the Cotonou Agreement, and following the procedure set out in Articles 8 and 96 thereof;

- (d) in case the European Union fails to make the payment provided for in Article 4(2)(a) in due time for reasons not covered by paragraph 1 (c) of this Article.
2. Before taking any decision to suspend, the Parties shall hold consultations to find an amicable solution.
 3. Suspension of implementation of this Protocol shall require the Party concerned to notify its intention in writing at least three months before the date on which the suspension is due to take effect.
 4. In the event of suspension of implementation, the Parties shall continue to consult with a view to finding an amicable settlement to their dispute. Where such settlement is reached, implementation of this Protocol shall resume and the amount of the financial contribution shall be reduced proportionately and *pro rata temporis* according to the period during which implementation of this Protocol was suspended.

Article 11

Legal framework

1. The activities of Union fishing vessels in Mauritius waters are subject to the laws and regulations of Mauritius unless otherwise provided under this Protocol and the Annex thereof.
2. Both Parties shall notify each other in writing, in a timely manner, of any changes in their respective relevant fisheries policies and legislation.

Article 12

Confidentiality

1. Both Parties shall ensure that all personal data related to the European Union vessels and their fishing activities in Mauritius waters obtained in the framework of the Agreement and this Protocol shall be treated at all times in conformity with their respective confidentiality and data protection principles.
2. Both Parties shall ensure that only aggregated data for fishing activities of the European Union fleet in Mauritius waters shall be made public, in conformity with

the corresponding provisions of the IOTC and other relevant international fisheries organisations.

3. Data which may be considered as otherwise confidential shall be used exclusively for the implementation of the Agreement and for the purposes of fisheries management, monitoring, control and surveillance.

Article 13

Electronic exchanges of data

1. Mauritius and the European Union undertake to implement the necessary systems for the electronic exchange of all information and documents related to the implementation of the Agreement. The electronic form of a document at any point will be considered equivalent to the paper version.
2. Both Parties will immediately notify any disruption of a computer system impeding such exchanges. In those circumstances, the information and documents related to the implementation of the Agreement shall be automatically replaced by their paper version in the manner defined in the Annex.

Article 14

Termination

1. This Protocol may be terminated at the initiative of either one of the Parties in the cases and under the conditions referred to in Article 12 of the Agreement.
2. In the event of termination of this Protocol, the Party concerned shall notify the other Party in writing of its intention to terminate it at least six months before the date on which such termination should take effect.
3. Dispatch of the notification referred to in the previous paragraph shall open consultations by the Parties.
4. In the case of expiry of the Protocol, or its termination as provided in Article 12, EU vessel owners shall continue to be liable for any breach of the provision of the Agreement or this Protocol or applicable laws of Mauritius, which occurred before the expiry or termination of this Protocol, or for any licence fee or any outstanding dues not paid at the time of expiry or termination.

Article 15
Provisional application

This Protocol shall apply provisionally from the moment of its signature by the Parties.

Article 16
Entry into force

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

ANNEX

CONDITIONS FOR THE EXERCISE OF FISHING ACTIVITIES BY EUROPEAN UNION VESSELS IN MAURITIUS WATERS

CHAPTER I

General provisions

1. Designation of competent authority

For the purposes of this Annex and notwithstanding any indication to the contrary, any reference to the European Union (the Union) or to Mauritius as a competent authority shall mean:

for the Union: the European Commission, where applicable via the Delegation of the European Union in Mauritius;

for Mauritius: the Ministry responsible for Fisheries.

2. Mauritius waters

All the provisions of the Protocol and its annexes apply exclusively to Mauritius waters defined as beyond fifteen (15) nautical miles from the base lines.

Information relating to other areas closed to navigation and fishing shall be provided to the Union, and any subsequent amendment must be announced at least two months before its entry into force.

3. Bank account

Mauritius shall notify the Union before the provisional application of the Protocol of the details of the Mauritian Public Treasury bank account(s) into which the financial sums payable by Union vessels under the Agreement should be paid. The associated bank transfer costs shall be borne by ship owners.

CHAPTER II

Fishing authorisations

1. Condition for obtaining a fishing authorisation – eligible vessels

The fishing authorisations referred to in Article 6 of the Agreement shall be issued on the condition that the vessel is included in the Union register of fishing vessels in the list of

authorized fishing vessels of the IOTC, is not on the IUU listing of IOTC or any other Regional Fisheries Management Organisation and that all previous obligations of the ship-owner, the master, or the vessel itself arising out of fishing activities in Mauritius under the Agreement and the Mauritian fisheries legislation have been met.

2. Application for a fishing authorisation

The Union shall submit, by electronic means, to Mauritius an application for a fishing authorisation in respect of any vessel wishing to fish under the Agreement at least twenty one (21) calendar days before the start of the period of validity requested using the form attached to this Annex as Appendix 1. The application must be typed or legibly written in block capitals.

For each initial application for a fishing authorisation under the Protocol, or following a technical change to the vessel concerned, the application shall be accompanied by:

- a. the proof of payment of the advance payment fee for the period of validity of the fishing authorisation requested, which is non-refundable;
- b. the name, address and contact of:

the owner of the fishing vessel;

the owner's agent for the fishing vessel, if appropriate; and

the operator of the fishing vessel;
- c. a recent digital colour photograph of the vessel, showing a detailed lateral view of the vessel including the vessel's name and identification number clearly visible on the hull;
- d. the certificate of registry of the vessel; and
- e. the contact details of the fishing vessel (fax, e-mail, etc.).

For renewal of a fishing authorisation under the Protocol in force for a vessel whose technical specifications have not been modified, the renewal application shall only be accompanied by proof of payment of the fee.

3. Advance payment fee

1. The amount of the advance payment fee is set on the basis of the annual rate as follows. It shall include all local and national taxes with the exception of port taxes, landing taxes, transshipment taxes and charges for the provision of services.
2. The fees to be paid by ship owners shall be calculated on the basis of the following rate per tonne of fish caught:

For the first and second year of application of the Protocol, EUR 65 per tonne;

For the third and fourth year of application of the Protocol, EUR 70 per tonne;

3. The annual advance payment fee to be paid by the ship owners at the time of application for a fishing authorisation to be issued by the Mauritian authorities shall be as follows:

a. Tuna Purse Seine Vessels

EUR 8 500, which the equivalent of:

- 130,8 tonnes of tuna and tuna-like species caught within Mauritius waters for the first two years of application of the Protocol,
- 121,4 tonnes of tuna and tuna-like species caught within Mauritius waters for the last two years of application of the Protocol,

b. Long-line vessels (above 100 GT)

EUR 4 125, which the equivalent of:

- 63,5 tonnes of tuna and tuna-like species caught within Mauritius waters for the first two years of application of the Protocol,
- 58,9 tonnes of tuna and tuna-like species caught within Mauritius waters for the last two years of application of the Protocol.

c. Long-line vessels (below 100 GT))

EUR 2 050, which the equivalent of:

- 31,5 tonnes of tuna and tuna-like species caught within Mauritius waters for the first two years of application of the Protocol,
- 29,3 tonnes of tuna and tuna-like species caught within Mauritius waters for the last two years of application of the Protocol.

4. Supply vessels

Supply vessels must fly the flag of an EU Member State and must not be equipped for fishing.

The support provided must not include refuelling or transhipment of catches.

Supply vessels are subject to the same procedure as regards the sending of applications for fishing authorisations set out in this chapter, to the extent applicable.

The annual licence fee applicable to the supply vessel shall be EUR 4 000.

5. Provisional list of authorised vessels

Once it has received the fishing authorisation applications, the national body responsible for supervising fishing activities shall promptly draw up, for each category of vessel, including support vessels, the provisional list of applicant vessels. This list shall be sent without delay to the Union by the Mauritius competent authority.

The Union shall forward the provisional list to the ship owner or to the agent. If the Union offices are closed, Mauritius may send the provisional list directly to the ship-owner or their agent with a copy to the EU Delegation in Mauritius.

6. Issue of fishing authorisation

Fishing authorisations for all vessels shall be issued to ship owners or their agent, and in an electronic form, within twenty one (21) calendar days of receiving the full application by the competent authority. A copy of this fishing authorisation shall be sent electronically immediately to the EU Delegation in Mauritius. An electronic version of this fishing authorisation may be used for a maximum period of sixty (60) calendar days after the issuing date of the fishing authorisation. During this period, the copy shall be considered equivalent to the original.

After this period of sixty (60) days, the original of the fishing authorisation shall be held on board at all times.

7. List of authorised vessels

Once the fishing authorisation is issued, the national body responsible for supervising fishing activities shall draw up within 14 days from the issuance of authorisation, for each category of vessel, including supply vessels, the final list of authorised vessels. This list shall be sent to the Union and shall replace the provisional list mentioned above.

8. Period of validity of the fishing authorisation

Fishing authorisations shall be valid for one year and be renewable.

In order to establish the start of the period of validity, annual period shall mean:

- a. for the first year of application of the Protocol, the period between the date of its entry into force and 31 December of the same year;
- b. then, each complete calendar year;
- c. for the last year of application of the Protocol, the period between 1 January and the date of expiry of the Protocol.

For the first and for the last year of the Protocol, the advance payment fee shall be calculated on a *pro rata temporis* basis.

9. Documents to be carried onboard

While in Mauritius waters or in Mauritius port, the following documents must be carried on board fishing vessel at all times:

- a. the fishing authorisation;
- b. documents issued by a competent authority of the flag State of such fishing vessel, showing:
 - the vessel certificate of registry, including the number under which the fishing vessel is registered;
 - up-to-date certified drawings or descriptions of the layout of the fishing vessel and in particular, the number of fish holds of the fishing vessels, with the storage capacity expressed in cubic metres;
- c. if any modification was made to the characteristics of the fishing vessel with respect to its length overall, its gross registered tonnage, the horsepower of its main engine or engines or its hold capacity, a certificate, certified by a competent authority of the flag State of the fishing vessel, describing the nature of such modification; and
- d. the seaworthiness certificate of the vessel.

10. Transfer of fishing authorisation

The fishing authorisation shall be issued for a given vessel and shall not be transferable.

However, where force majeure is proven, at the request of the Union, a vessel fishing authorisation may be replaced by a new authorisation, issued for another similar vessel or a substitute vessel of the same fishing category as the vessel being replaced, without payment of a new advance payment. In such case, the statement of fees for freezer tuna seiners and surface long liners in Chapter III shall take into account the total catch of the two vessels in Mauritius waters.

A transfer shall involve the fishing authorisation to be replaced being returned by the ship-owner or its consignee in Mauritius and the immediate drawing up by Mauritius of the replacement authorisation as soon as possible. The replacement authorisation shall be issued without further delay to the ship-owner or its consignee when the authorisation to be replaced is returned. The replacement authorisation shall take effect on the day on which the cancelled authorisation is returned. The EU Delegation to Mauritius shall be informed of the transfer of the fishing authorisation.

Mauritius shall update the list of authorised vessels on a regular basis. The new list shall be sent without delay to the national body responsible for supervising fishing and to the Union.

CHAPTER III

Catch reporting

1. Fishing logbook

The master of a Union vessel fishing under the Agreement shall keep a fishing logbook, in accordance with the relevant IOTC resolutions for longliners and seiners.

The fishing logbook shall be completed by the master for each day the vessel is present in Mauritius waters.

Each day the master shall record in the fishing logbook the quantity of each species, identified by its code alpha 3 of the FAO, caught and kept on board, expressed in kilograms of live weight or, where necessary, the number of individual fish. For each main species, the master shall also include reports of zero catches, by-catches and discards.

The fishing logbook shall be filled in legibly, in block capitals, and shall be signed by the master.

The master shall be responsible for the accuracy of the data recorded in the fishing logbook.

2. Catch reporting

The master shall notify the vessel's catch by submitting to Mauritius its fishing logbooks for the period of its presence in the Mauritius waters.

The fishing logbooks shall be transmitted in one of the following ways:

- a. when calling into a port of Mauritius, the original of each fishing logbook shall be submitted to the local representative of Mauritius, who shall confirm receipt thereof in writing; a copy of the logbook shall be handed over to the Mauritius inspection team;
- b. when leaving the Mauritius' waters without first passing through a Mauritian port, the original of each fishing logbook shall be sent by electronic means within a period of seven (7) calendar days after arrival in any other port;
- c. by e-mail, to the e-mail address given by the national body supervising fishing activities, or otherwise;
- d. by fax, to the number given by the national body supervising fishing activities; or
- e. by letter sent to the national body supervising fishing activities, within fifteen (15) calendar days after exiting the Mauritius waters.

The Parties shall make every effort to establish a system for the electronic exchange of all the data, in view of accelerating its transmission.

The master shall send a copy of all the fishing logbooks to the Union and the competent authority of the flag State. The master of any Union vessel operating under the Agreement, shall also send a copy of all the fishing logbooks to:

- a. the Albion Fisheries Research Centre, and
- b. one of the following scientific institutes:

- i. Institut de recherche pour le développement (IRD);
- ii. Instituto Español de Oceanografía (IEO);
- iii. Instituto Português do Mar e da Atmosfera (IPMA).

The return of the vessel into Mauritius waters within the period of validity of its fishing authorisation shall give rise to further catch reporting.

Where the provisions concerning catch reporting are not complied with, Mauritius may suspend the fishing authorisation of the vessel concerned until the missing catch report is obtained and take any action against the ship-owner in accordance with the relevant provisions under the national legislation in force. If the offence is repeated, Mauritius may refuse to renew the fishing authorisation. Mauritius shall inform the Union immediately of any sanction applied in this context.

3. Regular monitoring of catches

The Union shall provide Mauritius, before the end of each quarter, catch data for each authorised EU vessel, and any other relevant information, including fishing efforts (number of days at sea), corresponding to the previous quarter(s).

Mauritius shall provide on a quarterly basis, catch data of authorised Union vessels obtained through logbooks as well as any other relevant information.

The Parties will jointly analyse the consistency of data sets on a regular basis and at the request of any of the Parties.

This aggregated data shall be considered provisional until notification by the Union of a definitive annual statement referred to in paragraph 5.

4. Transition to an electronic reporting system (ERS)

The Parties indicate their shared willingness to ensure a transition to an electronic system for declaring catches. Relevant technical characteristics for operational transmission arrangements should be discussed and agreed between the Parties as soon as possible. Mauritius shall inform the Union as soon as the conditions for this transition have been met. However, during the transition period, the current catch reporting provisions will continue to apply.

5. Final statement of fees for the tuna-fishing vessels and surface long liners

For each purse seiner and surface long liner, the Union shall draw up, on the basis of its catch reporting confirmed by the above scientific institutes, a final statement of the fees owed by the vessel in respect of its annual season for the previous calendar year.

The Union shall send this final statement of fees to Mauritius and to the ship-owner, simultaneously, before 31 July of the year in progress. Mauritius shall notify the Union of

receipt of the statement and may request from the Union any clarifications its deems necessary. In this case, the Union shall consult the national administrations of the flag States and the Union's scientific institutes and shall make every effort to provide to Mauritius any additional information needed. Where applicable, a dedicated joint scientific meeting may be organised in order to examine the catch data and the methodologies used for cross-checking information.

Mauritius may contest the final statement, on the basis of documentary proof, within thirty (30) calendar days of its being sent. In the case of disagreement, the Parties shall consult each other in the Joint Committee. If Mauritius does not object within thirty (30) calendar days, the final statement shall be considered to be adopted.

Where the final statement is greater than the above-mentioned (point 3 of Chapter II) advance payment fee paid to obtain the fishing authorisation, the ship-owner shall pay the outstanding balance to Mauritius by 30 September of the year in progress. Where the final statement is less than the expected flat-rate fee, the remaining amount shall not be reclaimed by the ship-owner.

CHAPTER IV

Landings and transshipments

Transshipment at sea is prohibited. All transshipment operations in port are monitored under the presence of Mauritian fishing inspectors.

The master of an Union vessel wishing to land or to tranship must notify Mauritius, at least 24 hours before landing or transshipment, of the following:

- a. the name and International Radio Call Sign (IRCS) of the fishing vessel which must land or tranship and its number in the IOTC record of fishing vessels;
- b. the port of landing or transshipment;
- c. the date and time scheduled for the landing or transshipment;
- d. the quantity (expressed in kilograms of live weight or, if necessary, the number of individual fish) of each species to be landed or transhipped (identified by its FAO alpha 3 code); and
- e. in the case of transshipment, the name and IRCS of the receiving vessel.

For the receiving vessels, not later than 24 hours before the beginning and at the end of the transshipment, the master of the receiving carrier vessel shall inform the Mauritian authorities of the quantities of tuna and tuna-like species transhipped to his vessel and complete and transmit the transshipment declaration to the Mauritian authority within 24 hours.

The transshipment operation is subject to a prior authorisation delivered by Mauritius to the captain or its agent within 24 hours after the above mentioned notification. The transshipment operation must be carried out in a Mauritian port authorised for this purpose.

The designated fishing port where transshipment operations are permitted in Mauritius is Port Louis.

Non-compliance with these provisions shall lead to the application of the relevant sanctions provided for under the legislation of Mauritius.

The Parties undertake to encourage authorised vessels to increase their landings in Mauritius, taking into account operation considerations.

CHAPTER V

Control

1. Entering and leaving Mauritius waters

Any entry into or departure from the Mauritius waters of a Union vessel holding a fishing authorisation must be notified to Mauritius within 12 hours prior to entry or exit.

When notifying its entry or exit, the vessel shall notify in particular:

- a. the date, time and point of passage scheduled;
- b. the quantity of all species held on board, as identified by its FAO alpha 3 code and expressed in kilograms of live weight or, if necessary, the number of individual fish; and
- c. the product presentation.

Notification shall be given preferably by e-mail or, failing that, by fax, to an e-mail address or a fax number communicated by Mauritius. Mauritius shall confirm receipt thereof immediately by return e-mail or fax.

Mauritius shall immediately inform the vessels concerned and the Union of any change to the e-mail address or transmission frequency.

Any Union vessel found to be fishing in the Mauritius waters without having previously notified its presence shall be considered to be an unauthorized fishing vessel.

2. Periodic catch report

When a Union vessel is operating in Mauritius waters, the captain of an Union vessel holding a fishing authorization must notify the Mauritius Authority every three (3) days with the catch made in Mauritius waters. The first catch declaration will start three (3) days after the date of entry in Mauritius waters.

Every three (3) days when notifying its periodic catch report, the vessel shall notify in particular:

- a. the date, time and position on reporting;

- b. the quantity of each target species caught and held on board during the three (3) days period, as identified by its FAO alpha 3 code and expressed in kilograms of live weight or, if necessary, the number of individual fish;
- c. the quantity of each by-catch species during the three (3) days period, as identified by its FAO alpha 3 code and expressed in kilograms of live weight or, if necessary, the number of individual fish;
- d. product presentation;
- e. for tuna Purse seine fishing vessels:
 - i. number of successful sets on FAD since last report;
 - ii. number of successful sets on free school since last report;
 - iii. number of unsuccessful sets; and
- f. for tuna Long line fishing vessels:
 - i. number of sets since last report;
 - ii. number of hooks deployed since last report.

Notification shall be given preferably by e-mail or, by fax, to an e-mail address or a telephone number communicated by Mauritius, using the form attached to the Annex as Appendix 5. Mauritius shall immediately inform the vessels concerned and the Union of any change to the e-mail address, telephone number or transmission frequency.

Any vessel found to be fishing in the Mauritius waters without having notified its three (3) days periodic catch report shall be considered to be an unauthorized fishing vessel. Any person infringing this provision shall be liable to the penalties and sanctions provided for in the relevant Mauritius legislation.

The periodic catch reports must be kept on board at least one (1) year from the date of the report transmission.

3. Inspection in port or at sea

The inspection in port or while at sea in Mauritius waters of Union vessels holding a fishing authorisation shall be carried out by vessels and inspectors of Mauritius who are clearly identified as being assigned to carry out fishing checks.

Before going on board, the authorised inspectors shall inform the Union vessel of their decision to carry out an inspection. The inspection shall be carried out by fisheries inspectors, who must provide proof of their identity and official position as an inspector before carrying out the inspection. The master of the vessel shall cooperate while the inspection procedure is being carried out.

The authorised inspectors shall only stay on board the Union vessel for the time necessary to carry out tasks linked to the inspection. They shall carry out the inspection in a way which

minimises the impact on the vessel, its fishing activity, cargo or landing or transshipping activities.

Mauritius may authorise the Union to participate in the inspections as an observer.

At the end of each inspection, the authorised inspectors shall draw up an inspection report. The master of the Union vessel shall have the right to make comments in the inspection report. The inspection report shall be signed by the inspector drawing up the report and the master of the Union vessel.

The signature of the inspection report by the master shall be without prejudice to the vessel owner's right of defence in respect of an infringement. If the master refuses to sign this document, he or she shall specify the reasons for doing so in writing and the inspector shall write 'refusal to sign' on it. The authorised inspectors shall give a copy of the inspection report to the master of the Union vessel before leaving the vessel. In case of infringement, a copy of the notification of the infringement shall be transmitted also to the Union as provided in chapter VII.

4. Co-operation in the fight against IUU fishing

In order to strengthen the fight against IUU fishing, masters of Union fishing vessels shall report the presence of any vessels in Mauritius waters engaged in activities which may constitute IUU fishing, seeking as much information as possible about what has been sighted. Sighting reports shall be sent without delay to Mauritius and the competent authority of the Member State of the sighting vessel, which shall immediately transmit them to the Union or to the body designated by it.

Mauritius shall send the Union any sighting report it has on fishing vessels engaged in activities which may constitute IUU fishing in Mauritius waters.

CHAPTER VI

Satellite-based vessel monitoring system (VMS)

1. Vessel position messages

Whilst in the Mauritius waters, Union vessels holding a fishing authorisation must be equipped with a Vessel Monitoring System to enable automatic and continuous communication of their position, every one hour, to the Fisheries Monitoring Centre (FMC) of their flag State.

Each position message must contain :

- a. the vessel identification;
- b. the most recent geographical position of the vessel (longitude, latitude), with a position error of less than 500 metres, and with a confidence interval of 99%;
- c. the date and time the position is recorded; and

- d. the speed and the course of the vessel.

The first position recorded after entry into the Mauritius waters shall be identified by the code 'ENT'. All subsequent positions shall be identified by the code 'POS', with the exception of the first position recorded after exit from the Mauritius waters, which shall be identified by the code 'EXI'. The FMC of the flag State shall ensure the automatic processing and, if necessary, the electronic transmission of the position messages. The position messages shall be recorded in a secure manner and kept for a period of three years.

Each position message shall be provided according to the format laid out in Appendix 2 of this Annex until Mauritius has the capacity to receive these reports in the format based on the standard P 1000 of the United Nations Centre for trade facilitation and electronic Business (CEFACT).

2. Transmission by the vessel in the event of breakdown of the VMS

The master shall ensure at all times that the VMS of his vessel is fully operational and that the position messages are correctly transmitted to the FMC of the flag State.

Union vessels with defective VMS are not authorized to enter in the Mauritius waters. When already operating in the Mauritius waters, in the event of breakdown, the VMS of the vessel shall be repaired at the end of the trip or replaced within fifteen (15) calendar days. After that period, the vessel shall no longer be authorised to fish in the Mauritius waters.

Vessels fishing in the Mauritius waters with a defective VMS must communicate their position messages by e-mail or fax to the FMC of the flag State and of Mauritius, at least every two hours, and must provide all the compulsory information.

3. Secure communication of the position messages to Mauritius

The FMC of the flag state shall automatically send the position messages of the vessels concerned to the FMC of Mauritius. The FMC of the flag State and Mauritius shall exchange their contact e-mail addresses and inform each other without delay of any change to these addresses.

The transmission of position messages between the FMCs of the flag State and Mauritius shall be carried out electronically using a secure communication system.

The FMC of Mauritius shall inform the FMC of the flag State and the Union of any interruption in the reception of consecutive position messages from a vessel holding a fishing authorisation, where the vessel concerned has not notified its departure from Mauritius waters.

4. Malfunction of the communication system

Mauritius shall ensure the compatibility of its electronic equipment with that of the FMC of the flag State and inform the Union immediately of any malfunction as regards the communication and receiving of position messages with a view to finding a technical solution as soon as possible. The Joint Committee shall deal with any possible dispute arising.

The master shall be considered to be responsible for any proven manipulation of the vessel's VMS aimed at disturbing its operation or falsifying its position messages. Any infringement shall be subject to the penalties provided for by Mauritian legislation in force.

5. Revision of the frequency of position messages

On the basis of documentary evidence proving an infringement, Mauritius may ask the FMC of the flag State, copying in the Union, to reduce the interval for sending position messages from a vessel to every thirty minutes for a set period of investigation. This documentary evidence must be sent by Mauritius to the FMC of the flag State and the Union. The FMC of the flag State shall immediately send the position messages to Mauritius at the new frequency.

The FMC of Mauritius shall then immediately notify the Control Centre of the flag State and the Union of the end of the inspection procedure.

CHAPTER VII

Infringements

Failure to observe any of the rules and provisions of the Protocol the management and conservation of living resources measures or Mauritius fisheries legislation may be penalized by fines, suspension, revocation or non-renewal of the vessel's fishing authorisation, as defined in Mauritius legislation.

1. Handling of infringements

Any infringement committed in the Mauritius waters by a Union vessel holding a fishing authorisation in accordance with the Agreement must be mentioned in an inspection report. The notification of the infringement and the relevant applicable sanctions for which the master or the fishing company may be liable shall be sent directly to the vessel owner in accordance with the procedure set in the applicable Mauritius legislation. A copy of the notification shall be sent to the flag State of the vessel and to the Union within 24 hours.

2. Detention of a vessel

Where permitted under the Mauritius fisheries legislation regarding the infringement, any Union vessel having committed an infringement may be forced to cease its fishing activity and, where the vessel is at sea, to return to a Mauritian port.

Mauritius shall notify the Union and the flag State authorities within 24 hours of any detention of a Union vessel holding a fishing authorisation. The notification will provide the reasons and include documentary evidence supporting the detention of the vessel, subject to any legal confidentiality requirements.

Before taking any measure against the vessel, the master, the crew or the cargo, with the exception of measures aimed at protecting evidence, Mauritius shall designate an investigating officer and organise, at the request of the Union, within one calendar day of notification of the detention of the vessel, an information meeting to clarify the facts which have led to the vessel being detained and to explain what further action may be taken. A

representative of the flag State and of the ship owner of the vessel may attend this information meeting.

3. Penalties for infringements - Compromise procedure

The penalty for the infringement shall be set by Mauritius in accordance with the national legislation in force.

Prior to launching the legal procedures, a compromise procedure shall be undertaken between the Mauritian authorities and the Union vessel to settle the issue amicably in so far as is legally feasible. A representative of the flag State of the vessel may participate in this compromise procedure. The compromise procedure shall finish at the latest 72 hours after the notification of the detention of the vessel. Any agreement reached shall be final and binding for all Parties concerned. Where the compromise procedure, which may include a compounding process, fails, the matter may be proceeded with before a court of law in Mauritius.

4. Legal proceeding – Bank guarantee

The owner of the vessel which committed the infringement may deposit a bank guarantee at a bank designated by Mauritius, the amount of which, as set by Mauritius, shall cover the costs linked to the detention of the vessel, the estimated fine and any compensation. The bank guarantee may not be recovered until the legal proceedings have been concluded.

The bank guarantee shall be released and returned to the shipowner without delay after the judgment has been given:

- a. in full, if no penalty has been imposed;
- b. for the amount of the remaining balance, if the penalty is a fine which is lower than the amount of the bank guarantee.

Mauritius shall inform the Union of the outcome of the legal proceedings within 8 calendar days of the judgement being given.

5. Release of the vessel and the crew

The vessel and its crew shall be authorised to leave the port once the penalty has been paid in a compromise procedure, or once the bank guarantee has been deposited in accordance with Mauritius legislation.

CHAPTER VIII

Signing-on of seamen

1. Number of seamen to sign on

During their activities in Mauritius waters. twelve (12) Mauritian qualified seamen shall embark the Union fleet. The owners of Union vessels shall endeavour to sign on additional Mauritian seamen.

In case of non-embarkation of Mauritian seamen, the ship owners shall pay a lump-sum equivalent to the salary of the seamen non-embarked for the duration for the fishing campaign in the Mauritius waters. In case the fishing campaign lasts less than one month, ship owners shall be required to pay the sum corresponding to one month's salary.

2. Seamen's contracts

The employment contract shall be drawn up by the ship-owner or its agent and the seaman, if necessary represented by their union, in liaison with Mauritius. It shall stipulate in particular the date and port of signing on.

These contracts shall guarantee the seamen the social security cover applicable to them in Mauritius, including life assurance and sickness and accident insurance.

A copy of the contract shall be given to the signatories.

The basic working rights laid down in the declaration of the International Labour Organisation (ILO) shall be afforded to Mauritian seamen. This concerns in particular the freedom of association and the effective recognition of the right to collective bargaining, and the elimination of discrimination in respect of employment and occupation.

3. Seamen's wages

The wages of the Mauritian seamen shall be paid by the ship owner. They shall be set before the fishing authorisation is issued and by mutual agreement between the ship-owner and its consignee in Mauritius.

The wages shall not be lower than those of crews on national vessels, nor the level determined by the ILO.

4. Seamen's obligations

The seamen shall report to the master of the vessel to which they have been appointed the day before the signing-on date stipulated in their contract. The master shall inform the seaman of the date and time of signing on. If the seaman withdraws or does not present himself at the date and time stipulated for his signing on, his contract shall be considered to be null and void and the ship-owner shall be automatically discharged from its obligation to sign him on. In this case the ship-owner shall not be liable for any financial penalty or compensation payment.

CHAPTER IX

OBSERVERS

1. Observation of fishing activities

Vessels holding a fishing authorisation shall be subject to a scheme for observing their fishing activities carried out within the framework of the Agreement.

This observation scheme shall conform to the provisions provided for in the resolutions adopted by the IOTC (Indian Ocean Tuna Commission).

Union vessels with a tonnage equal to or less than 100 GT shall be exempt from the provisions laid down in this chapter.

2. Designated vessels and observers

Mauritius authorities shall draw up a list of vessels designated to take an observer on board and a list of the appointed observers. These lists shall be kept up to date. They shall be forwarded to the Union as soon as they have been drawn up and when they have been updated. The Union vessels designated to receive an observer must allow the observer to embark. When drawing up this list, Mauritius shall take into account the presence of an observer embarked, or to be embarked, under a regional observation scheme. Observers' reports related to the observations carried out in Mauritius waters shall be sent to the Albion Fisheries Research Centre.

Mauritius' authorities shall inform the ship owners concerned of the name of the observers appointed to be taken on board of their vessel no later than fifteen (15) calendar days before the observer's planned embarkation date.

The observers shall not spend more time on board the vessel than is necessary to carry out their duties.

3. Observer's salary

The salary and social contributions of the observer designated by Mauritius shall be borne by the Mauritian authorities.

4. Embarkation conditions

The embarkation conditions for the observer, in particular the duration of presence on board, shall be defined by mutual agreement between the ship-owner or its agent and Mauritius.

Observers shall be treated on board as officers. However, receiving the observer on board shall take into account the technical structure of the vessel.

The ship-owner shall bear the costs of providing accommodation and food for the observer on board.

The master shall take all the measures for which he is responsible to guarantee the physical safety and general wellbeing of the observer.

Observers shall be granted access to every facility on board the vessel needed to carry out their duties. They shall have access to the bridge and the means of communication and navigation equipment of the vessel, and any documents on board, and to documents relating to the fishing activities of the vessel, in particular the fishing logbook, freeze log and navigation log, and the parts of the vessel directly linked to their duties.

The master shall permit the observer at all times to:

- a. receive and transmit messages and communicate with the shore and other vessels by means of the vessel's communications equipment;
- b. take, measure, remove from the vessel and retain samples or whole specimens of any fish;
- c. store samples and whole specimens on the vessel, including samples and whole specimens held in the vessel's freezing facilities;
- d. take photographs or recordings of the fishing activities, including fish, gear, equipment, documents, charts and records, and remove them from the vessel. such photographs or recordings as the observer may have taken or used on board the vessel. Such information shall be used only for scientific purpose unless specifically requested by Mauritius in cases where this data could be used in support of an ongoing judicial inquiry.

5. Embarkation and landing of observers

The observer shall sign on in a port chosen by the ship-owner.

The ship owner or its representative shall notify Mauritius, with a notice period of ten (10) calendar days before the embarkation, of the date, time and port of embarkation of the observer. If the observer is embarked in a foreign country, his travel costs to the port of embarkation shall be borne by the ship owner.

If the observer is not present at the time and place agreed within twelve (12) hours of the date and time set, the ship owner shall be automatically discharged from its obligation to allow the observer to embark. The vessel is thereby entitled to leave the port and start fishing operations.

Where the observer is not disembarked in a port of Mauritius, the ship owner shall bear the costs of accommodation and food during the time the observer is waiting for repatriation flight.

6. Observer's obligations

Whilst they are on board, observers shall:

- a. take all appropriate measures so as not to interrupt or hinder fishing operations;
- b. not damage or use without authorisation of the master any property or equipment onboard; and
- c. abide by the applicable legislation and rules of confidentiality as regards any document belonging to the vessel.

7. Observer's duties

The observer shall carry out the following duties:

- a. collate all information relating to the vessel's fishing activities, in particular as regards:

- i. the fishing gears used;
 - ii. the position of the vessel during fishing operations;
 - iii. the volumes or, where appropriate, the number of fish caught for each target species and each associated species, as well as the number of accidental catches and by-catches; and
 - iv. an estimated number of catches retained on board and discards;
- b. conduct biological sampling provided for in scientific programmes; and
 - c. the observers shall, on a daily basis, communicate observations by radio, fax or e-mail while the vessel is operating in Mauritius waters, including the quantity of catches and by-catches on board and any other duties as required by the Mauritian FMC.

8. Observer's report

Before leaving the vessel, the observer shall submit a report of his observations to the master of the vessel. The master of the vessel shall have the right to make comments in the observer's report. The report shall be signed by the observer and the master. The master shall receive a copy of the observer's report.

The observer shall send his report to Mauritius, which shall send a copy of it and the information identified under paragraph 4 (c) of the present Chapter, to the Union within fifteen (15) calendar days of the disembarkation of the observer.

Appendices to this Annex

1. Appendix I - Application form for a fishing authorisation
2. Appendix 2 – Format of VMS message position

Appendix 1

**APPLICATION FOR A FOREIGN FISHING VESSEL
LICENCE**

Name of applicant :

Address of applicant :

.....

Name and address of charterers of vessels if different from above :

.....

Name and address of agent in Mauritius:

.....

Name of vessel :

Type of vessel :

Country of registry :

Port and registration number :

Fishing vessel external identification :

Radio call sign and frequency :

Fax number of vessel :

IMO number, if applicable ;.....

Length of vessel :

Width of vessel :

Engine type and power :

Gross registered tonnage of vessel :

Net registered tonnage of vessel :

Minimum crew complement :

Type of fishing practised :

Proposed species of fish

Period of validity requested :

I certify that the above particulars are correct.

Date :

Signature :

Appendix 2 Format of VMS message position

**COMMUNICATION OF VMS MESSAGES
POSITION REPORT**

Data Element	Code	Mandatory / Optional	Content
Start record	SR	M	System detail – indicates start of record
Addressee	AD	M	Message detail – addressee. Alpha-3 ISO country code
From	FR	M	Message detail – sender. Alpha-3 ISO country code
Flag State	FS	M	Message detail – flag State
Type of message	TM	M	Message detail – message type [ENT, POS, EXI]
Radio call sign	RC	M	Vessel detail – international radio call sign of vessel
Contracting Party internal reference number	IR	O	Vessel detail – unique Contracting Party number (flag State ISO3 code followed by number)
External registration number	XR	M	Vessel detail – number marked on side of vessel
Latitude	LT	M	Vessel position detail – position in degrees and minutes N/S DDMM (WGS84)
Longitude	LG	M	Vessel position detail – position in degrees and minutes E/W DDMM (WGS84)

Course	CO	M	Vessel course 360° scale
Speed	SP	M	Vessel speed in tenths of knots
Date	DA	M	Vessel position detail – date of record of UTC position (YYYYMMDD)
Time	TI	M	Vessel position detail – time of record of UTC position (HHMM)
End record	ER	M	System detail - indicates end of record

M = mandatory data element
O = optional data element

Data transmission formats may be adapted to UN CEFAC standards
