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## PROPOSAL

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To:	General Secretariat of the Council
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Subject:	ANNEX to the Proposal for a Council Decision on the signing, on behalf of the Union, and provisional application of a Protocol implementing the Fisheries Partnership Agreement between the European Union and the Republic of Mauritius (2022-2026)

Delegations will find attached document COM(2022) 421 final - ANNEX.

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EUROPEAN  
COMMISSION

Brussels, 16.9.2022

COM(2022) 421 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  
implementing the Fisheries Partnership Agreement between the European Union and  
the Republic of Mauritius (2022-2026)**

## ANNEX

### Protocol implementing the Fisheries Partnership Agreement between the European Union and the Republic of Mauritius (2022-2026)

#### *Article 1* *Definitions*

For the purpose of this Protocol, the definitions set out in Article 1 of the Agreement shall apply. In addition,

- (1) 'Agreement' means the Fisheries Partnership Agreement signed on 21 December 2013 between the European Union (the 'Union') and the Republic of Mauritius;
- (2) 'allowable catch surplus' means that part of the allowable catch which a coastal State does not harvest, resulting in an overall exploitation rate for individual stocks that remains below levels at which stocks are capable of restoring themselves and maintaining populations of harvested species above desired levels based on the best available scientific advice;
- (3) 'catches' means marine aquatic species caught by fishing gear deployed by a fishing vessel;
- (4) 'by-catch' has the same meaning as in the Indian Ocean Tuna Commission (IOTC) context and in the Mauritius Agricultural Marketing (Controlled Products) Regulations 2013;
- (5) 'Delegation' means the Delegation of the European Union to Mauritius;
- (6) 'discards' means catches not retained on board;
- (7) 'fish aggregating device' or 'FAD' means a natural or artificial object floating on the surface of the water under which the various species of fish it attracts gather, thereby increasing the catchability of those species;
- (8) 'fishing activity' means searching for fish, shooting, setting, towing or hauling a fishing gear, taking catch on board, transshipping, retaining on board, processing on board, transferring, caging, fattening and landing of fish and fishery products;
- (9) 'fishing authorisation' means an administrative authorisation issued by the Mauritius authorities to an operator, entitling it to fish in Mauritius waters for a specified period; this is equivalent to the fishing authorisation defined by Union legislation;
- (10) 'fishing opportunity' means a quantified legal entitlement to fish, expressed in terms of allowable catches of certain species or fishing effort;
- (11) 'fishing vessel' means any vessel equipped for commercial exploitation of tuna and tuna-like species;
- (12) 'joint enterprise' means a commercial company set up in Mauritius by vessel owners or national enterprises from the Parties in order to engage in fishing or related activities;
- (13) 'landing' has the same meaning as in the Indian Ocean Tuna Commission (IOTC) context;

- (14) 'observer' means any person authorised by a national authority, in accordance with the Annex, to observe the implementation of the rules applicable to a fishing activity, or to observe the activity for scientific purposes;
- (15) 'operator' means the natural or legal person who operates or holds any undertaking carrying out any of the activities related to any stage of the production, processing, marketing, distribution or retail chains of fisheries and aquaculture products;
- (16) 'Protocol' means this Protocol on the implementation of the Agreement, as well as its Annex and the Appendices thereto;
- (17) 'supply vessel' means any Union vessel providing assistance to fishing vessels, which is not equipped for catching fish and is not used for transshipment operations;
- (18) 'sustainable fisheries' means fishing in accordance with the objectives and principles enshrined in the Code of Conduct for Responsible Fisheries adopted at the FAO Conference of 1995; and
- (19) 'transshipment' has the same meaning as in the IOTC context.

## *Article 2*

### *Objective*

1. The objective of this Protocol is to implement the provisions of the Fisheries Partnership Agreement between the Union and Mauritius. The Annex and any Appendix thereto shall form an integral part of this Protocol.
2. The provisions of this Protocol and its Annex shall be interpreted and applied in the context of, and in a manner consistent, with the Agreement.

## *Article 3*

### *Duration*

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

## *Article 4*

### *Principles*

1. As provided for under Article 6 of the Agreement, vessels flying the flag of a Member State of the Union ('Union vessels') may engage in fishing activities in Mauritius waters provided that they are in possession of a fishing authorisation issued under this Protocol in accordance with Chapter II of the Annex.
2. With a view to the continued development of responsible and sustainable fishing, the Parties agree to cooperate against illegal, unreported and unregulated fishing.
3. The Parties hereby undertake to promote sustainable fisheries in Mauritius waters. In line with the principle of non-discrimination among the different fleets fishing in Mauritius waters, Mauritius legislation pertaining to technical and conservation measures shall be applied to all industrial fleets having the same characteristics and targeting the same species.
4. In the interest of transparency and with due consideration to provisions relating to confidentiality in any other agreement, Mauritius and the Union shall share information relating to any agreement authorising foreign vessels in their waters,

comprising the number of fishing authorisations issued, the fishing efforts and the catches reported, and shall make that information public.

5. Union vessels shall fish the surplus of the allowable catch as determined pursuant to Article 62(2) and (3) of UNCLOS and established in a clear and transparent manner on the basis of available and relevant scientific advice and relevant information exchanged between the Parties concerning the total fishing effort on the relevant stocks by all fleets operating in Mauritius waters.
6. The Parties shall comply with applicable conservation and management measures adopted by relevant regional fisheries management organisations (RFMOs) and in particular the IOTC, and duly taking into account regional scientific assessments.
7. The Parties hereby undertake to implement this Protocol in accordance with the essential elements referred to in Article 9 of the Partnership Agreement between the members of the African, Caribbean and Pacific (ACP) Group of States on the one part, and the European Community and its Member States, on the other part (the 'Cotonou Agreement'), or included in the equivalent article of the agreement that would succeed it.
8. The Parties shall cooperate with a view to contributing to the implementation of the sectoral fisheries policy of Mauritius through dedicated support provided in accordance with Article 7 of the Agreement and the relevant provisions of this Protocol and shall to that end maintain a regular dialogue between each other.
9. The Parties shall also cooperate on carrying out *ex ante*, ongoing and *ex post* evaluations, of measures, programmes and actions implemented on the basis of this Protocol.
10. The employment of seamen on board Union vessels shall be governed by the International Labour Organization (ILO) Declaration on Fundamental Principles and Rights at Work and any other relevant Convention, which shall apply as of right to the corresponding contracts and general terms of employment.
11. The Parties shall consult one another prior to adopting any decision that may affect the implementation of this Protocol.

#### *Article 5* *Fishing opportunities*

1. The fishing opportunities granted under Article 5 of the Agreement for highly migratory species as 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 EU supply vessels to assist in the operations of Union vessels authorised in Mauritius waters within the limits and terms of applicable IOTC resolutions on supply vessels.
3. Paragraphs 1 and 2 shall apply subject to Articles 11 and 12 of this Protocol.

*Article 6*  
*Financial contribution*

1. For the period referred to in Article 3, the total financial contribution referred to in Article 7 of the Agreement shall be EUR 2 900 000. In addition, a financial contribution shall be paid by shipowners as per the provisions of the Annex.
2. That total financial contribution shall comprise:
  - (a) an annual amount for access to Mauritius waters of EUR 275 000 equivalent to a reference tonnage of 5 500 tonnes per year;
  - (b) a specific amount of EUR 275 000 per year for the support and implementation of Mauritius's sectoral fisheries policy; and
  - (c) an additional amount of EUR 175 000 per year to support the development of maritime policy and the blue economy in line with the objectives set out in Article 7(2) of this Protocol.
3. Paragraph 2 shall apply subject to Articles 7, 11, 12 and 13 of this Protocol.
4. The Union shall pay the amount referred to in paragraph 2(a) no later than 90 days after the start of the provisional application for the first year and, for each subsequent year, no later than the anniversary of the date of provisional application of this Protocol in the year concerned.
5. The payments of the amount referred to in points (b) and (c) of paragraph 2 of this Article shall be made for the first year following approval by the Joint Committee of the multiannual programme referred to in Article 7(1). As of the second year, the payments shall be made on the basis of the recommendations of the Joint Committee depending on the results achieved under the previous year programme, as referred to in Article 7(4).
6. If the annual level of catches of tuna by Union vessels in Mauritius waters exceeds the annual reference tonnage referred to in point (a) of paragraph 2, the amount of the annual financial contribution for access rights shall be EUR 50 for each additional tonne caught.
7. The total annual amount paid by the Union shall not be more than twice the amount indicated in point (a) of paragraph 2. Where the quantities caught by Union vessels in Mauritius waters exceed the quantities corresponding to twice the total annual amount, the amount due for the quantity exceeding that limit shall be paid in the subsequent year.
8. Mauritius shall have full discretion pertaining to the use of the financial contribution specified in point (a) of paragraph 2.
9. The financial contribution shall be paid into a State account held by the Accountant General. The financial contribution referred to in points (b) and (c) of paragraph 2 shall be made available to the Mauritian entity responsible for implementing fishery and maritime policies. The account number shall be provided by the Mauritius authorities to the Union and confirmed on an annual basis.
10. The detailed implementing rules regarding the use of the financial contribution referred to in point (c) of paragraph 2 shall be agreed upon in the first Joint Committee meeting held under this Protocol. Those rules shall include the definition of actions referred to in Article 7(2), the responsible departments, the corresponding

budgetary approximations, the disbursement modalities, and the reporting mechanisms.

*Article 7*  
*Sectoral support*

1. No later than 3 months after the date of the commencement of the provisional application of this Protocol, the Joint Committee provided for in the Agreement ('the Joint Committee') shall agree on a multiannual sectoral programme and detailed implementing rules covering, in particular:
  - (a) the objectives, both annual and multiannual, to be achieved with a view to developing over time sustainable fisheries, taking into account 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 sustainable fisheries and, among others, on the following areas:
    - support and management measures for fisheries, including small-scale fisheries and aquaculture;
    - sanitary and quality management in the fisheries sector and also to support domestic and export capacities;
    - fisheries monitoring, control and surveillance and the fight against illegal, unreported and unregulated (IUU) fishing;
    - promotion of scientific capacity and cooperation in the field of fisheries, including collection, processing, analysis and communication of catch data;
    - support for infrastructural and other relevant actions for the development of domestic fisheries;
- In addition, the multiannual sectoral programme shall contain, among others, the following:
  - mechanisms for the planning, management, implementation and reporting of the financial component and activities;
  - criteria and procedures for evaluating the results obtained each year;
  - mechanisms and actions for the promotion and visibility of the measures implemented through the sectoral support.
- (b) an annual and multiannual programme for using the specific amount of the financial contribution referred to in points (b) and (c) of Article 6(2).
- (c) As regards cooperation in the field of ocean economy, the Parties shall:
  - undertake to develop a framework to enhance cooperation in the field of ocean economy, comprising *inter alia*, aquaculture, sustainable development of the oceans, maritime spatial planning, marine energy and marine environment;
  - cooperate in the development of joint actions to further attain those objectives, including through existing cooperation tools and programmes; and
  - agree to initiate action through the establishment of focal points and the exchange of information and expertise in this field.
2. The use of the financial contribution referred to in points (b) and (c) of Article 6(2) shall be based on the validation by the Joint Committee of the annual and



multiannual programme and the evaluation of results obtained for each annual programme.

3. Any amendment to the annual or multiannual sectoral programme shall be approved by the Joint Committee. Any urgent change to the annual sectoral programme may be approved by the Joint Committee through exchange of letters.
4. The Joint Committee may adopt recommendations to facilitate the implementation of and reporting on the sectoral support programme contributing towards the Mauritius's fisheries policy.
5. Each year, Mauritius shall present an annual report on the actions implemented and the results achieved with sectoral support. The report shall be examined by the Joint Committee. The annual report shall be constituted by a financial execution report and by a narrative report describing the actions implemented and their impacts, as well as the difficulties incurred and the corrective measures taken. Mauritius shall report on the overall implementation of sectoral support for the duration of this Protocol upon the Protocol's expiry.
6. The specific amount of the financial contribution referred to in points (b) and (c) of Article 6(2) shall be paid in instalments. For the first year of application of this Protocol, the instalment shall be paid on the basis of the agreed programmes. 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.
7. On the basis of the Joint Committee assessment, the payment of the specific financial contribution provided for in points (b) and (c) of Article 6(2) can be deferred or revised, if the results obtained or the financial execution are not in conformity with the programme. Payments of the financial contribution shall continue after consultation between the Parties through the Joint Committee when conditions are met.
8. The specific financial contribution provided for in points (b) and (c) of Article 6 (2) shall not be paid beyond a period of 6 months after the expiry of this Protocol. Whenever necessary and once the required financial contribution has been paid, the Parties shall continue to monitor the implementation of sectoral support after the expiry of this Protocol. In case of exceptional circumstances, the Parties may mutually agree on a new timeline.
9. The Parties undertake to ensure the promotion and visibility of the activities implemented through the sectoral support.
10. The EU institutions, including the EU Court of Auditors, may conduct regular audits on the use of the sectoral support contribution by Mauritius, pursuant to the Agreement and the current Protocol.

#### *Article 8*

##### *Scientific cooperation on sustainable fisheries*

1. During the period of application of this Protocol, Mauritius shall endeavour to monitor the state of fishery resources in Mauritius waters, and shall encourage scientific cooperation to regularly assess the status of fish stock in Mauritius waters in collaboration with regional and sub-regional scientific bodies.



2. The Parties hereby undertake to cooperate via a joint scientific working group to be set up by the Joint Committee, which would also define its objectives and terms of reference. The tasks of the working group would include the acquisition, validation, analysis and transmission of scientific data. The working group will report to the Joint Committee as appropriate. The Parties will also exchange relevant statistical, biological, conservation and environmental information as may be required for the purpose of managing and conserving the marine living resources.
3. On the basis of the work of the joint scientific working group, the Parties may agree on additional measures, taking into account *inter alia* the recommendations and resolutions of the IOTC and other relevant bodies, to contribute to the sustainable management of fisheries resources of Mauritius covered by this Protocol as far as the activities of Union vessels are concerned.

#### *Article 9* *Regional cooperation*

1. The Parties hereby endeavour to cooperate regularly within the framework of the IOTC and other relevant regional organisations of which they are members, in order to consult each other and, where possible, coordinate respective positions, which may include the submission of joint proposals to those organisations.
2. Any such proposal shall be consistent with international law, including United Nations resolutions.

#### *Article 10* *Economic cooperation and exploitation*

1. In accordance with Article 8 of the Agreement, the Parties shall cooperate in economic, commercial, scientific and technical matters in the fisheries sector and related sectors. To this end, they may agree on the creation of a consultation mechanism, involving operators, that aims to improve the business environment and identify opportunities for cooperation and investment in the fisheries sector in the context of the Mauritius's national strategy for the development of the sector. This consultative mechanism could take the form of regular meetings and the proposals and recommendations will be considered by the Joint Committee.
2. The Parties recognise the importance of regular supplies to the Mauritius's fish processing industry and agree that catches and by-catches by Union vessels should contribute to supplying the processing industry of Mauritius on a sustainable and regular basis.
3. The Parties shall encourage operators, or groups of operators, to tranship, land and process locally all or part of the fishery resources caught in Mauritius waters. To this end, Mauritius shall:
  - (a) provide to the Union an estimate of the desirable quantities of fishery products for transhipment or landing for the purposes of the local processing industries; and
  - (b) establish incentive schemes in accordance with Mauritius legislation to encourage operators in that regard.

Additionally, operators shall ensure reasonable opportunities for Mauritius's processing industry to be adequately supplied with tuna, including the by-catch of tuna from Union fishing vessels.

4. Each Union vessel landing fish in Mauritius shall undertake to land 100% of the by-catch caught in Mauritius waters and kept on board at the time of landing, in line with applicable sanitary and other relevant legislation.
5. This Protocol shall contribute to the development of trade relations between the Parties and take account of developments in the context of the Economic Partnership Agreement. To achieve this, the Parties shall regularly discuss ways of facilitating access to the European market for fishery products originating from Mauritius.

#### *Article 11*

##### *Exploratory fisheries and new fishing opportunities*

1. Where the Union seeks to assess new fishing opportunities for species other than those covered in Article 5, it may seek to convene the Joint Committee to discuss and identify the conditions which may be applicable to such new fishing activities, taking into account the best available scientific advice and on the basis of the results of the exploratory fisheries campaigns.
2. The Joint Committee may discuss and approve the possibility of exploratory fisheries campaigns in Mauritius waters with a view to testing the technical feasibility and economic viability of new fisheries. To that 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. The authorisations for exploratory fishing shall be granted for a period of 6 months, which may be renewed with the agreement of both Parties.
3. In the event that the Parties consider that experimental campaigns have given positive results, Mauritius may allocate new fishing opportunities, including for species not covered under Article 5, to the Union fleet on terms and conditions to be agreed upon. The financial contribution referred to in point (a) of Article 6(2) of this Protocol shall consequently be adjusted by the Joint Committee. Shipowners' fees and conditions as provided for in the Annex shall be amended accordingly.

#### *Article 12*

##### *Adjustment of fishing opportunities and revision of this Protocol*

1. The Joint Committee may review and adjust the fishing opportunities referred to in Article 5 of this Protocol insofar as the resolutions and recommendations of the IOTC confirm that such an adjustment will secure the sustainable management of tuna and tuna-like species in the Indian Ocean.
2. In that case, the financial contribution referred to in point (a) of Article 6(2) 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 amount indicated in point (a) of Article 6(2). The adjustment of fishing opportunities referred to in this Article may also be based on the results of exploratory fisheries conducted in accordance with Article 11.
3. Three months before the end of the second year following the start of the provisional application of this Protocol, and provided that the actual reported level of catches by

Union vessels in Mauritius waters exceeds the reference tonnage, the Parties may review and adjust the reference tonnage. In that case, the financial contribution referred to in point (a) of Article 6(2) may be adjusted for the remaining period of implementation.

4. The Joint Committee may, where necessary, examine and amend the provisions of the Protocol, including the rules governing the pursuit of fishing activities, the implementation of the sectoral support and other rules pertaining to the implementation of this Protocol and its Annex. In case of urgency, such amendments by the Joint Committee may be made by exchange of letters.

### *Article 13*

#### *Suspension and review of the payment of the financial contribution*

1. Implementation of this Protocol shall be suspended at the initiative of either one of the Parties, in the event of:
  - (a) instances, natural phenomena or other than natural phenomena, that are beyond the reasonable control of the Parties and are such as to prevent fishing in Mauritius waters;
  - (b) a dispute between the Parties over the interpretation or implementation of this Protocol and its Annex which cannot be settled;
  - (c) either of the Parties failing to comply with the provisions of this Protocol and its Annex, in particular in relation to a breach of essential and fundamental elements on human rights as laid down in Article 9 of the Cotonou Agreement, and following the procedure set out in Articles 8 and 96 thereof; or included in the equivalent article of the agreement between the European Union and the ACP countries that would succeed it.
  - (d) the Union failing to make the payment provided for in point (a) of Article 6(2) in due time for reasons not covered by point (c) of this paragraph.
2. Before taking any decision to suspend, the Parties shall hold meaningful consultations to find an amicable solution.
3. Suspension of the implementation of this Protocol shall require the Party concerned to notify its intention in writing at least 3 months before the date on which the suspension is due to take effect and then shall take the form of a written notice served on the other Party. The receipt of that notification shall open consultations between the Parties within the Joint Committee with a view to finding an amicable solution to the dispute within a reasonable period.
4. Upon the suspension taking effect:
  - (a) all Union vessels shall leave Mauritius waters within 24 hours; and
  - (b) no Union vessel shall harvest fish in Mauritius waters.
5. The amount of the compensation provided for in Article 6(2)(a) shall be reduced in proportion to the period when the suspension takes effect .
6. 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 referred to in Article 6 shall be reduced proportionately

and pro rata temporis according to the period during which implementation of this Protocol was suspended.

*Article 14*  
*Applicable law*

1. The activities of Union vessels in Mauritius waters shall be governed by the applicable law of Mauritius, unless otherwise provided for in the Agreement or in this Protocol, together with applicable IOTC resolutions and principles of international law. The Mauritius authorities shall notify the Union authorities of any relevant amendment to its laws and regulations that impacts the activities of EU vessels, at least 3 months before their application.
2. The Union hereby undertakes that all possible and necessary steps are taken to ensure that its vessels comply with this Protocol and the laws of Mauritius governing fishing activities in the Mauritius waters.
3. The Union authorities shall notify without delay the Mauritius authorities of any change to Union legislation with a potential impact on the activities of Union vessels under this Protocol.

*Article 15*  
*Data protection*

1. Both Parties shall ensure that data exchanged under the Protocol will be used exclusively for the implementation of the Protocol and in particular for the purposes of fisheries management, monitoring, control and surveillance.
2. The Parties undertake to ensure that:
  - all commercially sensitive and personal data relating to Union vessels and their fishing activities obtained within the context of the Protocol, and
  - all commercially sensitive data relating to the communication systems used by the Union shall be treated as confidential.

The Parties shall ensure that only aggregated data relating to fishing activities in the Mauritius waters are made public.

3. Personal data must be processed lawfully, fairly and in a transparent manner in relation to the data subject. In this context, personal data exchanged under this Protocol shall not be made public and shall be restricted to the implementation of the Protocol. Personal data shall not be kept beyond the time necessary for which the exchange was made.
4. Further safeguards and legal remedies with regard to personal data and data subject's rights may be established by the Joint Committee.

*Article 16*  
*Electronic exchanges of data*

1. Mauritius and the Union undertake to implement the necessary systems for the electronic exchange of all information and documents related to the implementation of the Agreement and of this Protocol. The electronic form of a document at any point shall be considered equivalent to the paper version.

2. The arrangements for the implementation and use of these systems to exchange catch data, catch declarations on entry and exit (via the ERS – Electronic Reporting System), vessel positions (via the VMS), and to obtain licences are set out in the Annex and the Appendices thereto.
3. Both Parties shall immediately notify each other of any disruption of a computer system impeding such exchanges. In such circumstances, the information and documents related to the implementation of the Agreement and of this Protocol shall be automatically replaced by their paper version or transmitted through alternative communication means as defined in the Annex to this Protocol.

#### *Article 17* *Termination*

1. A Party may terminate this Protocol in accordance with Article 12 of the Agreement.
2. Where a Party is aggrieved by an alleged breach of a provision of this Protocol, the Party shall notify the other Party in writing within 3 months after the occurrence of the said alleged breach. The Parties shall use their best endeavours to consult in good faith with a view to finding an amicable settlement.
3. Should no amicable settlement be reached within 3 months of the written notification to the other Party of the alleged breach, the Party may decide to terminate this Protocol and notify it to the other Party.
4. In the event of termination of this Protocol, payment of the amount of the financial contribution referred to in Article 6 for the year in which the termination takes effect shall be reduced pro rata temporis.
5. Upon expiry or termination of this Protocol in accordance with Article 12 of the Agreement, Union shipowners shall remain liable for any breach of the provisions of the Agreement or this Protocol or applicable laws of Mauritius which occurred before the expiry or termination of this Protocol, or for any outstanding payment at the time of expiry or termination.

#### *Article 18* *Provisional application*

This Protocol shall apply provisionally, as from the date of its signature by the Parties.

#### *Article 19* *Entry into force*

This Protocol, together 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 UNION**  
**VESSELS IN MAURITIUS WATERS**

**CHAPTER I**  
**GENERAL PROVISIONS**

**1. Designation of competent authority**

For the purpose 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:

- (a) for the Union: the European Commission, where applicable via the Delegation of the European Union in Mauritius;
- (b) for Mauritius: the Ministry responsible for the subject of fisheries.

**2. Application of this Protocol and its Annex**

All the provisions of this Protocol and its Annex shall apply exclusively beyond 15 nautical miles from the baseline of Mauritius.

Information relating to other areas closed to navigation and fishing shall be provided to the Union, and any subsequent amendment must be communicated at least 2 months before its entry into force.

**3. Bank account for payments by shipowners**

Mauritius shall notify the Union before the date of provisional application of this Protocol of the details of the Mauritian Public Treasury bank account(s) into which the fees and financial sums payable by Union vessels under the Agreement are to be paid. The associated bank transfer costs shall be borne by shipowners.

**CHAPTER II**  
**PERIOD OF VALIDITY, APPLICATION AND ISSUING OF FISHING**  
**AUTHORISATIONS**

**Period of validity of the fishing authorisation**

- 1. Fishing authorisations shall be valid for 1 complete calendar year and shall be renewable. In order to determine the start and end of the period of validity, 'annual period' shall mean:
  - (a) for the first year of application of this Protocol, the period between the date of its entry into force and 31 December of the same year;
  - (b) for the last year of application of this Protocol, the period between 1 January and the date of expiry of this Protocol.

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

**Condition for obtaining a fishing authorisation - eligible vessels**

- 2. Only Union vessels found to be eligible by the Union may obtain a fishing authorisation to fish in Mauritius waters under this Protocol.
- 3. For a Union vessel to be eligible the following conditions shall be fulfilled:



- (a) the owner, the master and the vessel itself are not prohibited from fishing in Mauritius waters;
- (b) the owner, the master and the vessel itself comply with the laws of Mauritius and they have fulfilled all prior obligations arising from their fishing activities in Mauritius waters under the Agreement;
- (c) the vessel is included on the IOTC record of authorised vessels and is not included on the IUU list of IOTC or any other Regional Fisheries Management Organisation (RFMO); and
- (d) the fishing authorisations referred to in Article 6 of the Agreement are issued on condition that the vessel complies with Regulation (EU)2017/2403 of the European Parliament and of the Council.

#### **Application for a fishing authorisation**

- 4. The Union shall submit to the competent Mauritius authorities an application for a fishing authorisation for each Union vessel under the Agreement at least 21 calendar days before the start of the period of validity requested. The electronic transmission of the applications of fishing authorisations and their issuing may be carried out via the 'LICENCE system' electronic fishing authorisation management system made available by the European Commission.
- 5. Each application for a fishing authorisation shall contain the information listed in Appendix 1 and the following documents:
  - (a) the proof of payment of the advance fee for the period of validity of the fishing authorisation requested, which is non-refundable;
  - (b) a recent digital colour photograph of adequate resolution of the vessel, showing a detailed lateral view of the vessel including the vessel's name and identification number clearly visible on the hull;
  - (c) the flag registration certificate.
- 6. The advance fees shall be paid into a specific State account of the Accountant General of Mauritius, details of which will be provided by Mauritius. The advance payment fees include all non-operational charges.
- 7. For renewal of a fishing authorisation under this Protocol in force for a vessel whose technical specifications have not been modified, the renewal application shall only contain the information in Appendix 1 and the proof of payment of the fee.

#### **Issuing of fishing authorisation**

- 8. Mauritius authorities shall issue the fishing authorisations for all authorised vessels and provide the signed original authorisations to the shipowners or their agent within 21 calendar days of receiving the full application referred to in point 5 by the competent authority. After the issuance of the fishing authorisation, Mauritius authorities shall promptly upload a copy of the signed original in the LICENCE system when the system is fully operational.
- 9. An authorised Union vessel shall keep on board the original fishing authorisation. Nevertheless, an electronic version of the fishing authorisation may be used for a maximum period of 60 calendar days after the issuing date of the fishing authorisation. During that period, the copy shall be considered equivalent to the



original. After that period of 60 days, the original of the fishing authorisation shall be held on board at all times.

### **Transfer of fishing authorisation**

10. The fishing authorisation shall be issued for a specific vessel and shall not be transferable, except for cases of *force majeure*.
11. Where *force majeure* is acknowledged by both Parties, at the request of the Union a 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 fee. In such a case, the statement of fees for EU vessels referred to in point 21 of Chapter III shall take into account the total catch of the two vessels in Mauritius waters.
12. In the event of a transfer, the fishing authorisation to be replaced shall be returned by the shipowner or its agent in Mauritius and a replacement authorisation shall immediately be drawn up by Mauritius. The replacement authorisation shall be issued without further delay to the shipowner or its agent when the authorisation to be replaced is returned.
13. The replacement authorisation shall take effect on the day on which the cancelled authorisation is returned to the competent Mauritius authorities. In such a case, Mauritius shall update the list of authorised vessels without delay and send it to the EU. The EU Delegation in Mauritius shall be informed without delay by the competent Mauritius authorities of the transfer of the fishing authorisation.

### **Malfunction of the Licence system**

14. Where difficulties arise in the transmission of information in the LICENCE system between the European Commission and Mauritius, the electronic exchanges of fishing authorisations shall be made via email until the system is operational again.

### **Supply vessels**

15. Mauritius authorities shall authorise Union vessels which are holders of a fishing authorisation to be assisted by authorised supply vessels. Supply vessels must fly the flag of a Member State of the Union and must not be equipped for fishing or to be used for transshipments.
16. The support provided must not include refuelling or transhipment of catches.
17. The number of authorised Union supply vessels for the number of authorised Union purse seine vessels in operation shall be in compliance with relevant IOTC resolutions. In addition, reporting requirements shall comply with relevant IOTC obligations and other relevant national legislation.
18. The supply vessels flying the flag of a Member State of the Union shall be subject to the same procedures governing the obtaining and transmission of fishing authorisation applications as set out in this Chapter, to the extent applicable to them.

### **Provisional list of authorised vessels**

19. Upon receipt of the applications of the fishing authorisation, a provisional list of applicant vessels may be drawn up for each category of vessel, including supply vessels, and may be sent by email promptly to the Union and the EU Delegation in Mauritius by the Mauritian competent authority.

20. The Union shall forward the provisional list to the shipowner or its agent. If the Union offices are closed, Mauritius may send the provisional list directly to the shipowner or its agent with a copy to the EU Delegation in Mauritius.

#### **Documents to be carried on board**

21. While in Mauritius waters or in Mauritius port, the following documents must be carried on board the 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, its engine power 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.

#### **Advance fee payment**

22. The amount of the advance fee payment 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 which are levied as and when applicable
23. The fees to be paid by shipowners shall be calculated on the basis of a rate of EUR 80 per tonne of fish caught.
24. The annual advance fee to be paid by the shipowners 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 9 360, which is the equivalent of 117 tonnes of tuna and tuna-like species caught in Mauritius waters;
  - (b) Long-line vessels (above 100 GT)  
EUR 4 560, which is the equivalent of 57 tonnes of tuna and tuna-like species caught in Mauritius waters;
  - (c) Long-line vessels (below 100 GT)  
EUR 2 400, which is the equivalent of 30 tonnes of tuna and tuna-like species caught in Mauritius waters.

#### **Supply vessels**

25. The annual licence fee applicable to any authorised supply vessel shall be EUR 5 000 each.

## **CHAPTER III CATCH REPORTING**

### **ELECTRONIC FISHING LOGBOOK - ELECTRONIC REPORTING SYSTEM (ERS) RECORDING AND REPORTING**

#### **General provisions**

1. The master shall notify the vessel's catch by submitting to Mauritius its fishing logbooks for the period of its presence in Mauritius waters.
2. Once the ERS is operational, the master of a Union vessel carrying out fishing activities under this Protocol shall keep an electronic fishing logbook integrated into an ERS.
3. Vessels not equipped with an ERS shall not be authorised to enter Mauritius waters in order to engage in fishing activities. 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 shipowner 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 that context.
4. The master shall be responsible for the accuracy of the data recorded. The fishing logbook shall comply with the relevant IOTC resolutions and recommendations and shall be transmitted in accordance with the UN/FLUX standard referred to in Appendix 3.
5. The flag State and Mauritius shall ensure that they have the necessary IT equipment and software to automatically transmit ERS data. Otherwise, transmission shall be made by electronic mail.
6. The flag State shall ensure that the ERS data are received and recorded in a computer database enabling the data to be stored securely for a period of at least 36 months from the start of the trip.
7. The flag State's Fisheries Monitoring Centre (FMC) shall ensure that fishing logbooks are automatically made available through the ERS to Mauritius's FMC on a daily basis for the period during which the vessel is present in Mauritius waters, even in the event of a zero catch.

#### **Electronic logbook data**

8. The master shall forthwith record date and time of the point of entry into, and exit from, Mauritius waters, once the ERS is operational.
9. Every day, the master shall record the estimated quantities of each species caught and kept on board or discarded into the sea, for each fishing operation. The recording of the estimated quantities of a species caught or discarded into the sea shall be made regardless of weight. If the vessel is present but does not carry out any fishing, the position of the vessel at noon (UTC) shall be recorded.
10. The fishing logbook data shall be transmitted automatically and on a daily basis to the FMC of the flag State. The information shall include at least the following:
  - (a) the International Maritime Organization (IMO) or common fleet register (CFR) identification numbers and the name of the vessel;

- (b) a unique fishing trip identification number;
- (c) the FAO 3-alpha code of each species;
- (d) the relevant geographical area in which the catches were made;
- (e) the date and time of the catches;
- (f) the date and time of departure from and arrival at the port or point of entry into, and exit from, Mauritius waters;
- (g) the type of gear and technical specifications;
- (h) the estimated quantities of each species kept on board, in kilograms live weight or, where appropriate, the number of individual fish; and
- (i) the estimated quantities of each species discarded, in kilograms live weight or, where appropriate, the number of individual fish.

**Technical breakdown or failure affecting the Union vessel's on-board recording and transmission of electronic reports**

11. The flag State's and Mauritius's FMCs shall inform each other immediately of any event likely to affect the transmission of ERS data from one or more Union vessels.
12. If Mauritius's FMC does not receive the data to be transmitted by a Union vessel, it shall notify this to the flag State's FMC immediately. The flag State's FMC shall promptly investigate the reasons for this non-receipt of ERS data and inform Mauritius's FMC of the result of its investigations.
13. Where a failure occurs in the transmission between the Union vessel and the flag State's FMC, the latter shall notify this immediately to the master or the operator of the Union vessel or, if they cannot be reached, to their representative. On receipt of this notification, the master of the vessel shall transmit the missing data to the competent authorities of the flag State, by any appropriate means of telecommunication, every day and no later than 23.59 Universal Time Coordinated (UTC).
14. In the event of a failure of the electronic transmission system installed on board the vessel, the master or the operator of the vessel shall ensure that the ERS is repaired or replaced within 10 days of detecting the failure. Once that deadline has passed, the Union vessel shall no longer be authorised to fish in Mauritius waters and must leave or call at Mauritius port within 24 hours. The Union vessel shall not be authorised to leave that port or to return to Mauritius waters until the FMC of its flag State has established that the ERS is again functioning correctly.
15. If the non-receipt of the ERS data by Mauritius is caused by the failure of the electronic systems under the supervision of the Union or Mauritius, the Party in question shall take any prompt action to resolve the problem rapidly. The other Party shall be notified once the problem has been resolved.
16. Every 24 hours, the flag State's FMC shall send Mauritius's FMC all ERS data received by the flag State since the last transmission, using any electronic means of communication available. The same procedure may be applied at the request of Mauritius in the case of maintenance operations lasting more than 24 hours and affecting the systems under the supervision of the Union. Mauritius shall inform its competent monitoring services so that Union vessels are not considered to be in breach of their obligation to transmit ERS data. The flag State's FMC shall ensure

that the missing data are entered into the electronic database it keeps in accordance with point 6 of this Chapter.

17. The flag State and Mauritius shall each designate an ERS correspondent to act as the contact point for matters relating to the implementation of these provisions, notify each other of the contact details of their ERS correspondents and, where appropriate, update this information without delay.

#### **Regular monitoring of catches**

18. The Union shall provide Mauritius, before the end of each quarter, with catch data for each authorised Union vessel, and any other relevant information, corresponding to the previous quarter(s).
19. Mauritius shall provide, on a quarterly basis, catch data of authorised Union vessels obtained through logbooks as well as any other relevant information.
20. The Parties will jointly analyse the consistency of data sets on a regular basis and at the request of any of the Parties. In particular, Mauritius shall analyse these aggregated data and report any major inconsistencies with the catches in its waters reported in the fishing logbook received. The flag States shall conduct investigations and update data as necessary. Cases of persistent inconsistencies between data sources shall be submitted to the Joint Committee with a view to finding a solution. Those aggregated data shall be considered provisional until notification by the Union of the definitive annual statement referred to in point 21.

#### **Final statement of fees for the tuna-fishing vessels and surface long liners**

21. By 30 April each year at the latest, the Union shall provide aggregated data indicating the quantities per Union vessel, per month and per species, of catches made in Mauritius waters during the previous calendar year, together with a calculation of the fees due for each Union vessel.
22. Mauritius shall notify the EU of the receipt of the statement of fees and shall have 45 days to contest the data provided, on the basis of supporting evidence. Following that contestation, the Parties shall have one month to agree on the data. If no agreement is reached, the Parties shall consult each other by post or videoconference as soon as possible, or where appropriate within the Joint Committee. If Mauritius does not object within 45 calendar days, the final statement shall be considered to be adopted.
23. The Union shall immediately communicate the accounts validated by both Parties to shipowners to proceed with the necessary payments. Where the amount in the final statement is greater than the advance payment fee referred to in point 24 of Chapter II which was paid to obtain the fishing authorisation, the shipowner shall pay the outstanding balance into the relevant bank account by 31 July of the year in progress (or within 30 days from receipt of the statement). Where the final statement is less than the expected flat-rate fee, the remaining amount shall not be reimbursed to the shipowner. Mauritius shall monitor these payments and notify the Union of any delays or incomplete payments. At the same time, the Union shall endeavour that payments are made within the time limit set.
24. The validated statements shall be used to calculate the amount to be paid by the Union for any additional catches exceeding the reference tonnage for a full year, in accordance with Article 6(6) of the Protocol.

## **CHAPTER IV LANDINGS AND TRANSHIPMENTS**

1. Transshipment at sea is prohibited. All transshipment operations in port are monitored under the presence of Mauritian fishing inspectors.
2. The master of a Union vessel wishing to land or to tranship must notify Mauritius, at least 24 hours before landing or transshipment, of the following:
  - (a) the International Maritime Organization (IMO) or common fleet register (CFR) identification numbers and the name of the fishing vessel which must land or tranship;
  - (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.
3. For the receiving vessels, not later than 24 hours before the beginning and at the end of the transshipment, masters of the receiving carrier vessels shall inform the Mauritius authorities of the quantities of tuna and tuna-like species transhipped to their vessels and complete and transmit the transshipment declaration to the Mauritian authority within 24 hours.
4. The transshipment operation is subject to a prior authorisation delivered by Mauritius to the master of the vessel or its agent within 24 hours after the notification referred to in the second paragraph. The transshipment operation must be carried out in a Mauritian port authorised for that purpose.
5. The designated fishing port where transshipment operations are permitted in Mauritius is Port Louis.
6. Non-compliance with the provisions of this Chapter shall lead to the application of the relevant sanctions provided for under the legislation of Mauritius.

## **CHAPTER V CONTROL AND INSPECTION**

### **Entering and leaving Mauritius waters**

1. Any entry into or departure from 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 total quantity of each species held on board, as identified by its FAO alpha-3 code and expressed in kilograms of live weight or, if applicable, the number of individual fish; and
  - (c) the product presentation.
2. Notification shall be made through the ERS, or failing that, by email to an email address communicated by Mauritius. Mauritius shall confirm receipt thereof immediately by return email.



3. Mauritius shall immediately inform the vessels concerned and the Union of any change to the email address or transmission frequency.
4. Any Union vessel found to be fishing in Mauritius waters without having previously notified its presence shall be considered to be an unauthorised fishing vessel.
5. While notifying entry or exit, Union vessels shall also communicate their position (latitude and longitude) at the time of communication and the tonnage and species in catches kept on board. Those communications shall be made through ERS, to the contact details provided by the competent Mauritius authorities.

### **Inspection in port or at sea**

6. The inspection in port or while at sea in Mauritius waters of Union fishing vessels shall be carried out by authorised inspectors and authorised vessels of Mauritius who are clearly identified as being assigned to carry out fishing inspections and controls.
7. 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 a reasonable number of authorised fisheries inspectors, who must provide proof of their identity and official position as an inspector before carrying out the inspection.
8. The master of the Union vessel shall allow the inspectors from Mauritius to come on board and cooperate with them during the inspection procedure.
9. 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.
10. Images (photos or videos) made during inspections shall be intended only for the authorities responsible for fisheries control and surveillance. Such images shall not be made public unless national legislation provides otherwise.
11. At the end of each inspection, the authorised inspectors from Mauritius 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 inspectors and the master of the Union vessel.
12. The signing of the inspection report by the master shall be without prejudice to the Union vessel owner's right of defence during any infringement procedure. If the master of the Union vessel refuses to sign that 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. Mauritius authorities shall inform the Union authorities of inspections carried out within 24 hours of their completion and of any infringements detected, and send the inspection report within a maximum of seven days. If applicable, a copy of the resulting infringement shall be sent to the Union within a maximum of 7 days after the authorised officer's return to port.
13. Mauritius authorities may authorise the Union authorities to participate in inspections as an observer.
14. Based on a risk assessment, the Parties may agree to carry out joint inspections on Union vessels, in particular during landing and transshipment operations, to ensure compliance with both Union and Mauritius legislation. In the exercise of their duties, the inspectors deployed by the Parties shall abide by the provisions on the conduct of



inspections laid down respectively in the Union and Mauritius legislative frameworks. The Parties, in the context of their responsibilities as flag and coastal States, may decide to cooperate on follow-up actions, pursuant to their relevant legislation. In addition, upon request by the Union, Mauritius authorities may authorise fisheries inspectors from Member States of the Union to carry out inspections on Union vessels flying their flag within the limits of their competence under their national law.

### **Cooperation and participatory monitoring in the fight against IUU fishing**

15. 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 suspected IUU fishing activities, providing as much information as possible about what has been sighted. Sighting reports shall be sent without delay to Mauritius authorities and the competent authority of the flag Member State of the Union of the sighted vessel, which shall immediately transmit them to the Union or to the body designated by it.
16. Mauritius shall send to the Union any sighting report it has on Union fishing vessels engaged in activities which may constitute IUU fishing in Mauritius waters.

## **CHAPTER VI SATELLITE-BASED VESSEL MONITORING SYSTEM (VMS)**

### **Secure communication of position messages to Mauritius**

1. 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, the European Commission and Mauritius shall exchange their contact email addresses and inform each other without delay of any change to those addresses.

### **Vessel position messages**

2. Whilst in Mauritius waters, Union vessels holding a fishing authorisation issued under this Protocol must be equipped with a vessel monitoring system (VMS) to enable automatic and continuous communication of their position, every hour, to the FMC of their flag State.

Each position message must contain:

- (a) the vessel identification;
  - (b) the most recent geographical position of the Union vessel (expressed in longitude and latitude), with a margin of error of less than 500 metres, and with a confidence interval of 99%;
  - (c) the date and time (expressed in Universal Time Coordinated (UTC)) when the position was determined; and
  - (d) the speed and the course of the vessel.
3. The FMC of the flag Member State of the Union shall ensure the automatic processing and, if necessary, the electronic transmission of the position messages. The position messages shall be recorded and stored securely in a computer database, for at least a period of 3 years by the FMC of the flag Member State of the Union.
4. The master of a Union vessel shall ensure at all times that the VMS installed on board the vessel is fully operational, and shall ensure the effective transmission of the data under point 1 to the FMC of its flag State.

5. The master shall be considered responsible for any proven tampering with the VMS that aims to disturb its operation or falsify its position messages.
6. Failure to comply with the provisions on VMS shall be regarded as an infringement and subject to the penalties provided for in Mauritius legislation.
7. The FMC of the flag State shall automatically and immediately transmit the position messages received to the Mauritius FMC. However, any Union vessel operating in Mauritius waters must be visible on the VMS system from the time of its entry and until its actual exit from that zone, or until it arrives in a Mauritius port.
8. VMS data shall be transmitted using the electronic means of communication operated by the European Commission for exchanging fisheries data in a standardised form.
9. The first position recorded after entry into 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'.
10. Each position message shall be provided according to the format laid down in Appendix 2 or based on the standard P 1000 of the United Nations Centre for Trade Facilitation and Electronic Business (CEFACT).

#### **Transmission by the Union vessel in the event of breakdown of the VMS**

11. Union vessels with defective VMS are not authorised to enter Mauritius waters. When already operating in Mauritius waters, in the event of breakdown, the VMS of the vessel shall be repaired at the end of the trip or replaced within 15 calendar days. After that period, the vessel shall no longer be authorised to fish in Mauritius waters.
12. Vessels fishing in Mauritius waters with a defective VMS must communicate their position messages by email to the FMC of the flag State, at least every 4 hours, and must provide all the compulsory information. The FMC of the flag State shall immediately record these manual messages in the computer database referred to in point 3 of this Chapter and retransmit them to the Mauritius FMC, under the same provisions as for automatic positions. This communication shall start as soon as the master of the Union vessel detects or is informed of the malfunction of the VMS. The provisions on entry and exit procedures shall apply in this case.

#### **Malfunction of the communication system**

13. 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 interruption or malfunction as regards the communication and receiving of position messages, with a view to finding a technical solution as soon as possible. The FMCs of both the relevant flag State and Mauritius shall investigate the reasons for this interruption or malfunction. The Joint Committee shall deal with any possible dispute arising.
14. If the non-receipt of the VMS data by Mauritius is caused by the failure of the electronic systems under the supervision of the Union or Mauritius, the Party concerned shall notify it as soon as possible to the other Party and take prompt action to resolve the problem rapidly. The other Party shall be notified once the problem has been resolved. The data not received by the Mauritius FMC shall be provided to it as soon as the problem is resolved. If the malfunction affects the electronic systems

under the control of the Union, the FMC of the flag State shall communicate to the Mauritius FMC every 24 hours, by email, all position messages received.

15. The Mauritius authorities shall inform their competent monitoring services so that Union vessels are not considered non-compliant because of a failure to transmit VMS data.

#### **Revision of the frequency of position messages**

16. On the basis of documentary evidence proving an infringement, Mauritius may ask the FMC of the flag Member State of the Union, copying in the Union, to reduce the interval for sending position messages from a vessel to every 30 minutes for a set period of investigation. This documentary evidence must be sent by the Mauritius FMC to the FMC of the flag Member State of the Union and to the Union. The FMC of the flag State shall immediately send the position messages to Mauritius at the new frequency.
17. At the end of the set investigation period, the Mauritius FMC shall then immediately notify the FMC of the flag Member State of the Union and the Union of the end of the inspection procedure and of any follow-up action that is required.

### **CHAPTER VII INFRINGEMENTS**

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

#### **Handling of infringements**

2. 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.
3. 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 Union vessel and to the Union within 24 hours.

#### **Detention of a Union vessel**

4. In accordance with the applicable Mauritius fisheries legislation and the terms and conditions of the authorisation, any Union vessel reasonably suspected of having committed an infringement may be required by the Mauritius authorities to cease its fishing activity and, where the vessel is at sea, to return to a Mauritian port.
5. Mauritius shall notify the Union and the flag State authorities within 24 hours of any interruption of the activities and 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.
6. The Mauritius authority 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 shipowner may attend this information meeting.

#### **Penalties for infringements - settlement procedure**

7. In case of an infringement of a criminal nature, the penalty shall be set as per the applicable legislation upon conviction before a court of law in Mauritius or as per the provisions of the legislation in force in Mauritius.
8. Prior to launching legal procedures, a compromise procedure shall be undertaken between the Mauritius 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 such compromise procedure. The compromise procedure shall finish at the latest 72 hours after 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 brought before a court of law in Mauritius.

#### **Legal proceedings - bank guarantee**

9. The owner of the Union vessel which is reasonably suspected of having committed an infringement of a clause of the Protocol or the applicable laws of Mauritius 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.
10. 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.
11. Mauritius shall inform the Union of the outcome of the legal proceedings within 2 calendar days of the judgment being given.

#### **Release of the vessel and the crew**

12. Where a Union vessel or its crew has been detained in relation to a suspected infringement of a clause of the Protocol or any provision of applicable legislation, and has remained so until completion of the compounding or criminal prosecution process, the vessel and its crew shall be authorised to leave the port once the compounding or the criminal procedure has been settled.

### **CHAPTER VIII EMBARKATION OF SEAMEN**

#### **Number of seamen to embark**

1. During their activities in Mauritius waters, Union purse seiners shall endeavour to embark 14 Mauritian qualified seamen. The seamen should be designated by the agent of the vessel, in agreement with the shipowner, from the names on a list to be established, on the basis of the guidelines for the engaging of Mauritian seamen on Union vessels provided in Appendix 4, and transmitted to the EU by the competent Mauritius authorities.

2. The competent Mauritius authorities shall provide the shipowners or their agents on a yearly basis with the list of qualified seamen.
3. In the case of the non-embarkation of Mauritian seamen, the shipowners shall pay a lump sum equivalent to the wage of the seamen non-embarked for the duration for the fishing campaign in Mauritius waters. In the event that the fishing campaign lasts less than one month, shipowners shall be required to pay the sum corresponding to one month's wage of the seamen.

#### **Seamen's contracts**

4. Shipowners shall act in accordance with the principles of the International Labour Organization (ILO) Declaration on Fundamental Principles and Rights at Work and other relevant ILO conventions, including the freedom of association and the effective recognition of the right to collective bargaining, the elimination of discrimination in respect of employment and occupation and decent working and living conditions on board fishing vessels.
5. Where Mauritian seamen are embarked, employment contracts shall be drawn up between the shipowner or the shipowner's agent and the seamen or their representatives in consultation with the competent Mauritius authorities. Contracts shall stipulate in particular the date and port of signing-on. Those contracts shall guarantee the Mauritian seamen the social security cover applicable to them, including sickness and accident insurance, the pension benefits, leave and end of contract compensation benefits, as well as the basic wage to be paid under the provisions of this Chapter. A copy of the contract shall be given to the signatories and the competent Mauritius authorities.

#### **Seamen's wages**

6. Where Mauritian seamen are embarked, their wages shall be paid by the shipowners. The basic wage conditions granted to Mauritian seamen shall be set either on the basis provided by Mauritius legislation or the minimum standard set by the ILO for seafarers, whichever is higher.
7. The shipowner shall guarantee that the health protection and social security benefits granted to Mauritian seamen shall be similar to those benefits guaranteed to seamen from other African, Caribbean and Pacific (ACP) countries.
8. When a Mauritian seaman is not landed in a Mauritian port or in any other agreed port at the end of his contract, the shipowner shall, at his own expense, ensure the temporary accommodation and repatriation of the seamen to the territory of Mauritius as soon as possible.

#### **Seamen's obligations**

9. The seamen shall report to the master of the Union 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 shipowner shall be automatically discharged from its obligation to sign him on. In this case, the shipowner shall not be liable for any financial penalty or compensation payment.

## **CHAPTER IX OBSERVERS**

### **Observation of fishing activities**

1. The Parties recognise the importance of complying with the obligations of relevant IOTC resolutions with regard to scientific observer programme and relevant laws and regulations of Mauritius, including electronic observation schemes.
2. Union purse seiners holding a fishing authorisation shall be subject to a scheme for observing their fishing activities carried out within the framework of the Agreement, and may, at the request of Mauritius authorities, embark one observer, in the context of a national or regional observation programme under the terms set out in this Chapter.
3. That observation scheme shall conform to the provisions provided for in the resolutions adopted by the IOTC.
4. Union vessels with a tonnage equal to or less than 100 GT shall be exempt from the provisions laid down in this Chapter.

### **Designated vessels and observers**

5. Mauritius authorities shall draw up a list of Union vessels designated to take an observer on board and a list of the appointed observers. Those 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 those lists, 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.
6. Mauritius authorities shall inform the shipowners concerned of the names of the observers appointed to be taken on board their vessel no later than 15 calendar days before the observer's planned embarkation date.

### **Observer's salary**

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

### **Embarkation conditions**

8. The embarkation conditions for the observer, in particular the duration of presence on board, shall be defined by mutual agreement between the shipowner or its agent and Mauritius. The observers shall not spend more time on board the vessel than is necessary to carry out their duties. In the context of a regional observers programme, the observer may remain on board for a mutually agreed extended period. Mauritius authorities shall inform the agent of the Union vessel of this extension when notifying the name of the designated observer.
9. The conditions for embarkation of observers shall be agreed between the shipowners and Mauritius authorities after the notification of the designated observers.
10. Observers shall be treated on board as officers. However, receiving the observer on board shall take into account the technical structure of the vessel.



11. The shipowner shall bear the costs of providing accommodation and food for the observer on board.

### **Observer's duties**

12. The observer shall carry out the following duties:
- (a) collate all information relating to the vessel's fishing activities, in particular as regards:
    - the fishing gears used;
    - the position of the vessel during fishing operations;
    - the volumes or, where appropriate, the number, and the size of fish caught for each target species and each associated species, as well as the number of accidental catches and by-catches;
    - an estimated number of catches retained on board and discards; and
    - where relevant, processing, transshipment, storage, or disposal of any fish;
  - (b) conduct biological sampling provided for in scientific programmes;
  - (c) monitor the impact of the fishing activities on the resources and on the environment; and
  - (d) communicate, on a daily basis, observations by radio, fax or email while the vessel is operating in Mauritius waters, including the quantity of catches and by-catches on board, and carry out any other duties as required by the Mauritian FMC.
13. The master shall take all the measures for which he is responsible to guarantee the physical safety and general wellbeing of the observer while on board.
14. 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.
15. 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 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 those data could be used in support of an ongoing judicial inquiry.



### **Financial contribution to the observer scheme**

16. Each Union purse seine vessel contributes to a special fund held by the *Accountant General* to cater for the Observer Scheme, with the objective of reinforcing the human capacity to provide for better coverage and ensuring optimum use of the observers.
17. To this end, each purse seine vessel will contribute an amount of EUR 20 per fishing day in Mauritius waters.

### **Observer's report**

18. Before leaving the vessel, observers shall submit an activity report of their 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.
19. Observers shall send their reports to Mauritius, which shall send a copy of these and the information identified under point 12 of this Chapter to the Union within 15 calendar days of the disembarkation of the observer.

### **Observer's obligations**

20. Whilst they are on board, observers shall:
  - (a) take all appropriate steps to ensure that the conditions of their boarding and presence on the Union vessel neither interrupt nor hamper fishing operations;
  - (b) take necessary care with regard to the material and equipment on board; and
  - (c) abide by the applicable legislation and rules of confidentiality, and ensure the confidentiality of all data and documents regarding the Union vessel and its activities and any information collected.

### **Appendices to this Annex**

Appendix 1 – Information needed in the application for a fishing authorisation

Appendix 2 – Format of position message

Appendix 3 – Use of the UN/FLUX standard and the EU/FLUX network

Appendix 4 – Guidelines for engaging Mauritius seamen on Union vessels

#### **Appendix 1 – Information needed in the application for a fishing authorisation**

Each application for a fishing authorisation shall contain the following information:

- (1) Name of the applicant
- (2) Address of the applicant
- (3) Name of the agent in Mauritius
- (4) Address of the agent in Mauritius
- (5) Name of the vessel
- (6) Type of the vessel

- (7) Flag State
- (8) Registration port
- (9) Registration number
- (10) Fishing vessel external marking
- (11) International radio call sign
- (12) Radio frequency
- (13) Vessel satellite phone number
- (14) Vessel email
- (15) IMO number (if any)
- (16) Length overall of vessel
- (17) Width of vessel
- (18) Engine model
- (19) Engine power (kW)
- (20) Gross tonnage (GT)
- (21) Minimum manning
- (22) Name of the master
- (23) Fishing category
- (24) Species targeted
- (25) Requested period start date
- (26) Requested period end date

## Appendix 2

### Format of message position

#### COMMUNICATION OF POSITION MESSAGE 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	M	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			

### **Appendix 3**

#### **Use of the UN/FLUX standard and the EU/FLUX network**

1. The UN/FLUX (United Nations Fisheries Language for Universal eXchange) standard and the EU/FLUX exchange network may be used for exchanging vessel positions and the electronic logbooks, when fully operational.
2. Any amendments to the UN/FLUX standard shall be implemented within a time limit set by the Joint Committee on the basis of technical provisions provided by the European Commission, where appropriate by exchange of letters.
3. Where necessary, the arrangements for implementing the various electronic exchanges shall be set out in an implementation document prepared by the European Commission.
4. Transitional measures may be used until the changeover to the UN/FLUX standard for each component (positions, fishing logbook). Mauritius authorities shall determine the period necessary for this transition, taking account of any technical constraints. They shall define the trial period required before the changeover to effective use of the UN/FLUX standard. Once these trials have been successfully completed, the Parties shall, as soon as possible, set the effective date of application jointly, in the Joint Committee or by exchange of letters.

### **Appendix 4**

#### **Guidelines for engaging Mauritius seamen on Union vessels**

Mauritius authorities shall ensure that Mauritius seamen engaged to be employed on Union vessels meet the following requirements:

- (a) the minimum age of the seamen shall be 18;
- (b) seamen shall have a valid medical certificate issued by a duly qualified medical practitioner, confirming that they are medically fit to perform the duties they are to carry out at sea;
- (c) seamen shall have the valid vaccinations required for precautionary health purposes in the region;
- (d) seamen shall be qualified according to the International Convention on Standards of Training, Certification and Watchkeeping for Seafarers (STCW) to certify *inter alia* basic safety training such as:
  - personal survival techniques and personal safety;
  - firefighting and fire prevention;
  - elementary first aid, etc.;
- (e) seamen should possess the necessary skills and experience as certified by the relevant Mauritius competent authority to operate on purse seine vessels, in particular regarding the awareness of dangers associated with fishing operations and knowledge in the use of the fishing equipment.