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ANNEXES 1 to 2

ANNEXES

to the

Proposal for a Council Decision

on the signing, and provisional application of the Sustainable Fisheries Partnership Agreement and its Implementing Protocol (2026-2030) between the European Union and the Republic of Mauritius.

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ANNEX 1
SUSTAINABLE FISHERIES PARTNERSHIP AGREEMENT BETWEEN THE EUROPEAN UNION AND THE REPUBLIC OF MAURITIUS

GENERAL PROVISIONS

Article 1

Definitions

(a) ‘Agreement’ means this Sustainable Fisheries Partnership Agreement between the European Union (the ‘Union’) together with its implementing Protocol, Annexes and Appendices and the Republic of Mauritius (‘Mauritius’), collectively referred to as the ‘Parties’ and individually as the ‘Party’;

(b) ‘Samoa Agreement’ means the Partnership Agreement between the European Union and its Member States, of the one part, and the Members of the Organisation of the African, Caribbean and Pacific States, of the other part1, signed on 15 November 2023 in Apia, Samoa;

(c) ‘fishing’ (a) means attracting, locating, taking, catching, collecting, harvesting, killing or destroying any fish by any method; and (b) includes – (i) searching for, or the attempted searching for fish using any method, including the use of any type of manned or unmanned aircraft; (ii) engaging in any activity which can be expected to result in the attracting or locating of fish for the purpose of taking, catching, collecting, harvesting, killing or destroying such fish; (iii) anchoring, placing, retrieving or searching for any fish aggregating device or associated electronic equipment including radio beacons; and (iv) any operation at sea in support of or in preparation for any activity in relation to activities described in (a) and (b)(i) to (iii);

(d) ‘fishing-related activities’ means any operation in support of, or in preparation for, fishing; and includes (i) landing, packaging, processing, transhipping or transporting of fish and fish products; and (ii) provisioning of personnel, fuel, gear or other supplies at sea;

(e) ‘sectoral support’ means financial support from the Union for the implementation of the fisheries and aquaculture sectoral policy and the blue economy sector of Mauritius under this Agreement;

(f) ‘fishing authorisation’ means an authorisation or a licence issued by the Mauritius authorities to a Union fishing vessel, entitling it to carry out specific fishing activities during a specified period, in a given area or for a given fishery under specific conditions;

(g) ‘Union authorities’ means the European Commission or, where applicable, the Delegation of the European Union to Mauritius (hereinafter referred to as ‘the Delegation’);

(h) ‘Mauritius authorities’ means the Ministry responsible for the subject of fisheries in the Republic of Mauritius;

(i) ‘catches’ means marine aquatic species caught by fishing gear deployed by a fishing vessel;

(j) ‘by-catch’ has the same meaning as in the Indian Ocean Tuna Commission (IOTC) context and the Mauritius Agricultural Marketing (Controlled Products) Regulations 2025;

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(k) ‘beneficial owner’ means any natural person who ultimately owns or controls a legal entity;

(l) ‘landing’ means all transfers of any quantity of fish onboard from a vessel, to land, other than transshipment, including transfers of fish to a port facility, transfers of fish from one vessel to another through a port facility or other means of transportation, and transfers of fish from a vessel to a container, truck, train, aircraft, or another means of transportation;

(m) ‘legislation of Mauritius’ means the applicable legislation of Mauritius on fishing and fishing-related activities;

(n) ‘fishing vessel’ means a vessel equipped or used for the capture of marine fisheries resources for commercial purposes;

(o) ‘Union vessel’ means a fishing vessel flying the flag of a Member State of the Union and registered in the Union;

(p) ‘operator’ means the natural or legal person who operates or holds any undertaking carrying out any of the activities related to any stage of production, processing, marketing, distribution and retail chains of fisheries and aquaculture products;

(q) ‘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;

(r) ‘fisher’ means any person employed or engaged in any capacity or carrying on any occupation on board a fishing vessel, including persons working on board who are paid on a share basis, but excluding pilots, naval personnel, other persons in the permanent service of a Government, shore-based personnel assigned to work on board a fishing vessel, and fisheries observers;

(s) ‘fishing opportunity’means a quantified legal entitlement to fish, expressed in terms of allowable catches of certain species or fishing effort;

(t) ‘fishery products’ means fish obtained from fishing activities or products derived therefrom, including by-catch;

(u) ‘fishery resource’ means highly migratory species as listed in Annex I to United Nations Convention on the Law of the Sea (UNCLOS) with the exclusion of a. the family Alopiidae; b. the family Sphyrnidae; c. the family Mobulidae; and d. the following species: Cetorhinus maximus, Rhincodon typus, Carcharaodon carcharias, Carcharhinus falciformis and Carcharhinus longimanus.

(v) ‘protocol’ means the agreed instrument implementing the partnership agreement in the field of sustainable fisheries between the European Union and the Republic of Mauritius, including its annexes and appendices;

(w) ‘discards’ means catches not retained on board;

(x) ‘fisheries sector’ means the economic sector covering all activities related to the production, processing, and marketing of fishery products;

(y) ‘Joint Committee’ means a committee made up of representatives of the Union and Mauritius, as specified in Article 16 of this Agreement;

(z) ‘stock’ means fishery resources present in the fishing zone;

(aa) ‘FAO’ means Food and Agriculture Organisation;

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(bb) ‘fishing zone’ means the part of the Exclusive Economic Zone (EEZ) under the sovereignty or jurisdiction of Mauritius in which Mauritius authorises European Union fishing vessels to engage in fishing activities.

Article 2

Scope

The Agreement aims to establish a partnership for fishing activities carried out by Union vessels in the fishing zone of Mauritius as well as the modalities of cooperation with Mauritius and set up a legal, environmental, economic, and social governance framework, setting out in particular:

(a) the conditions under which Union fishing vessels may access the fishing zone of Mauritius to carry out sustainable fishing activities;

(b) technical and scientific cooperation in the fisheries sector for the sustainable exploitation of fishery resources in Mauritius;

(c) cooperation on management, control, and surveillance measures in the fishing zone of Mauritius to ensure compliance with the above rules and conditions and the effectiveness of applicable measures for the conservation of fishery resources and the management of fishing activities, in particular those relating to the fight against illegal, unreported, and unregulated (IUU) fishing;

(d) economic, financial, social and technical cooperation with a view to developing the fisheries and fisheries-related sectors in Mauritius and achieving economic and mutual social benefits; and

(e) administrative cooperation to implement the financial contribution.

Article 3

Principles of the Agreement

1. The Parties shall implement the Agreement in accordance with the principles set out below.

2. The Parties undertake to ensure the maintenance of sustainable fishing in the EEZ of Mauritius in accordance with the provisions of the UNCLOS, based on the principle of non discrimination between the different fleets fishing in the EEZ of Mauritius and the principle of sustainable exploitation of marine fisheries resources. Sustainable exploitation shall be based on the clear and transparent determination of the surplus by Mauritius, taking into account the needs of the fishing industry of Mauritius, the best available scientific advice, and relevant information exchanged between the Parties concerning the total fishing effort and total catches of the stocks concerned by all fleets operating in the fishing zone.

3. In accordance with the principle of non-discrimination, the Mauritius authorities undertake not to grant more favourable conditions than those provided for in this Agreement to other foreign vessels operating in the fishing zone of Mauritius that have the same characteristics and target the same species as those covered by this Agreement and its implementing Protocol. These conditions shall relate to the conservation, development, and management of fisheries tuna resources, financial arrangements, fees, and charges for the issue of fishing authorisations. The Mauritius authorities undertake to grant Union vessels an appropriate share of the surplus.

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4. With regard to straddling stocks or highly migratory fish stocks, the Parties shall take due account of regional scientific assessments in determining the resources available and shall comply with the applicable conservation and management measures adopted by the relevant Regional Fisheries Management Organisations (RFMOs).

5. In accordance with the principle of transparency, the Parties shall share information relating to any bilateral or multilateral agreements authorising foreign vessels to access their fishing zones or authorising their fishing vessels to access other fishing zones. That information shall comprise, as a minimum, the number of fishing authorisations issued, the resulting fishing efforts, and the catches reported. The Parties may exchange further information relating to those agreements, subject to applicable law and provisions on confidentiality in any other agreement.

6. The employment and working conditions of fishers on board EU vessels must not contravene the instruments applicable to fishers of the International Labour Organization (ILO) and the International Maritime Organisation (IMO), in particular the ILO Declaration on Fundamental Principles and Rights at Work (1998), as amended in 2022, and ILO Convention No. 188 on work in the fishing sector. This includes, in particular, respect for freedom of association and the effective recognition of the right of workers to collective bargaining, the elimination of forced labour and child labour, the elimination of discrimination in respect of employment and occupation, and a safe and healthy working environment and decent living and working conditions on board Union fishing vessels.

7. The Parties acknowledge the importance of the ratification of the ILO and IMO conventions applicable to fishers. They also undertake to promote adequate training for fishers, in particular that provided for in the IMO International Convention on Standards of Training, Certification and Watchkeeping for Fishing Vessel Personnel (STCW-F).

8. This Agreement shall be interpreted and applied in accordance with the applicable international instruments and recommendations and resolutions of IOTC or other relevant regional fisheries organisations, such as the South West Indian Ocean Fisheries Commission (SWIOFC), the 1995 United Nations Fish Stocks Agreement, the 1995 Code of Conduct for Responsible Fisheries (FAO), the 2009 Agreement on Port State Measures (FAO), and the 2015 Voluntary Guidelines for Securing Sustainable Small-Scale Fisheries in the Context of Food Security and Poverty Eradication (FAO).

9. The Parties shall implement this Agreement in accordance with Article 9, Part I-General Provisions of the Samoa Agreement on the essential elements concerning human rights, democratic principles, and the rule of law, and the fundamental element concerning good governance.

10. The Parties shall cooperate with a view to implementing a sustainable sectoral fisheries policy adopted by the Government of Mauritius, and to that end, endeavour to maintain a dialogue on matters of mutual interest.

11. The Parties shall endeavour to involve civil society and stakeholders in the implementation of this Agreement and to consult them regularly.

12. The Parties shall encourage, when appropriate, the setting up of partnerships and joint ventures in their mutual interest which shall systematically comply with Mauritius and Union legislation respectively.

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13. The Parties agree to collect information on beneficial owners of fishing vessels of similar characteristics and targeting the same species as those covered by the Protocol, and which are active in the waters under their jurisdiction.

Article 4

Dialogue and consultation

1. In the mutual interest of the Parties, they undertake to establish structured dialogue to promote consultation, and keep each other informed, in particular on the implementation of sectoral fisheries policy, ocean governance, and the promotion of blue economy.

2. The Parties shall cooperate in carrying out evaluations of the measures, programmes, and actions implemented on the basis of the provisions of this Agreement.

RIGHTS AND OBLIGATIONS OF THE PARTIES

Article 5

Access by Union vessels to fisheries in the Fishing Zone of Mauritius

1. Mauritius undertakes to authorise Union vessels to engage in fishing activities in the fishing zone of Mauritius in accordance with this Agreement, including its implementing Protocol.

2. The Parties shall ensure the proper application of the conditions and requirements of the fishing authorisations and other approvals, if any, pursuant to this Agreement through appropriate administrative cooperation between their competent authorities.

3. Union vessels may only engage in fishing activities in the fishing zone of Mauritius if they hold a valid fishing authorisation issued under this Agreement. The Mauritius authorities shall issue fishing authorisations to Union vessels pursuant to this Agreement.

Article 6

Legislation applicable to fishing and fishing related activities

1. The activities of Union vessels operating in the fishing zone of Mauritius shall be subject to the applicable national legislation, unless otherwise provided for in the Agreement and the Protocol. The Mauritius authorities shall communicate the applicable legislation to the Union authorities.

2. Union Authorities and Union vessels shall cooperate with the Mauritius competent authorities in the performance of monitoring, control and surveillance (MCS) activities. Mauritius undertakes to take all appropriate measures to ensure the effective application of the fisheries MCS measures provided for in the Agreement, notwithstanding the responsibilities of the flag State of Union vessels.

3. The Mauritius authorities shall notify the Union authorities of any changes to existing legislation or any new legislation that may affect the activities of Union vessels. Such legislation shall be enforceable against Union vessels from the 60th day following receipt of the notification by the Union authorities. However, in cases of urgency invoked by the Mauritius authorities at the time of notification, the above-mentioned period shall be reduced to seven calendar days.

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4. The Union undertakes to take all appropriate measures to ensure that its vessels comply with the provisions of the Agreement and the legislation of Mauritius governing fishing and fishing related activities.

5. The Union authorities shall inform the Mauritius authorities, no later than 60 days before its entry into force, of any change in Union legislation that may affect the activities of Union vessels and the interests of Mauritius under the Agreement.

Article 7

Financial contribution related to the access

1. The Union shall grant Mauritius an annual financial contribution, the terms and conditions of which are set out in the Protocol.

2. The Joint Committee may adjust the amount of financial contribution under paragraph 1, where the fishing opportunities granted to Union fishing vessels are revised in either of the following cases:

   (a) the fishing opportunities are reduced pursuant to management measures for the stocks concerned which, on the basis of the best available and relevant scientific advice is deemed necessary for the conservation and sustainable exploitation of resources; or

   (b) the fishing opportunities are increased where, on the basis of the best available and relevant scientific advice, the state of resources so permits.

3. The financial contribution shall be paid into the bank account of the Accountant-General of Mauritius. The account details shall be communicated annually by the Government of Mauritius to the Union.

4. In addition, EU operators shall pay an annual financial contribution for their vessels' access to the fishing zone of Mauritius in accordance with the provisions of the Protocol.

5. Before the start of the application of the Protocol, Mauritius shall provide the Union with the details of the bank account of the Accountant General of Mauritius into which the financial contributions payable by operators of Union vessels under the Agreement are to be paid. The costs of bank transfers shall be borne by the operators.

Article 8

Sectoral Support

1. The Union shall grant Mauritius an annual financial contribution for sectoral support, the terms and conditions of which are set out in the Protocol.

2. The sectoral support aims to ensure the maintenance of responsible fishing and the sustainable exploitation of fishery resources in the territorial waters and the EEZ of Mauritius, as well as the development and implementation of Mauritius' sectoral fisheries policy and blue economy, in particular by supporting:

   (a) management measures for fisheries, including small-scale fisheries and aquaculture;

   (b) sanitary, phytosanitary and quality management in the fisheries sector and also to support domestic and export capacities;

   (c) fisheries MCS and the fight against IUU fishing;

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(d) promotion of scientific capacity and cooperation in the field of fisheries, including collection, processing, analysis and communication of catch data;

(e) support for infrastructural and other relevant actions for the development of domestic fisheries; and

(f) training and capacity-building with regards to fisheries and aquaculture development and blue economy.

3. A sectoral support programme shall be defined within the framework of each Protocol and any subsequent Protocol pursuant to this Agreement.

4. Sectoral support granted by the Union shall be paid in annual instalments, in accordance with the provisions set out in Annex III to the Protocol. It shall be implemented through annual and multiannual programmes in accordance with the provisions of the Protocol.

5. The Parties shall promote exchanges with stakeholders on the programming and implementation of the sectoral support.

6. The Parties shall cooperate to ensure appropriate visibility of this Agreement, of the Protocol and of the actions financed under this Article. To that end, they shall fight disinformation and promote accurate and relevant public information on the terms and benefits of the Agreement.

Article 9

Principles relating to the sound management of financial contribution paid by the European Union

1. The financial contribution for access and the sectoral support contribution respectively shall be accounted for in the national budget and shall be subject to the rules and procedures governing public finance management in Mauritius.

2. If the Mauritius authorities:

(a) refuse effective access to the fishing zone of Mauritius to eligible Union vessels under this Agreement or suspend such access, except in cases provided therein or by the competent RFMO; or

(b) fail to implement the sectoral support programme in accordance with the Protocol, and the Joint Committee has not reached an agreement on compliance, the European Union may recover such part of the annual access financial contribution or sectoral support allocated under the conditions laid down in the Protocol.

3. The Mauritius authorities shall provide all necessary assistance for the identification and recovery of the relevant financial contribution.

4. Audits shall be conducted as set out in the Protocol.

5. Verifications and controls relating to the use of sectoral support funds provided for in Article 8 may be carried out by the audit and control bodies of each Party, including the European Court of Auditors and the European Anti-Fraud Office. This includes the right of access to beneficiary information, documents, sites and facilities associated with the sectoral support contribution.

COOPERATION BETWEEN THE PARTIES

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Article 10

Cooperation in the scientific and technical field

1. The Parties undertake to promote cooperation on sustainable fisheries and blue economy at the subregional level.

2. The Parties shall cooperate in scientific and technical matters in order to regularly assess the state of fishery resources in the fishing zone of Mauritius, contribute to the preservation of the marine environment and strengthen national research capacities.

3. The Parties shall endeavour to consult each other within the IOTC or other relevant RFMO with a view to strengthening the management and conservation of fishery resources at regional level and cooperating in related scientific research in the fishing zone of Mauritius.

4. Where appropriate, the Parties may agree to hold a joint scientific meeting to examine any relevant scientific or technical issue in order to ensure the sustainable exploitation of fishery resources.

5. The Parties shall, in the light of the best available and relevant scientific advice, consult within the Joint Committee provided for in Article 16, with a view to adopting, where appropriate and by mutual agreement, measures to achieve the objective referred to in paragraph 1.

6. Notwithstanding Article 5 of this Agreement, where the Union seeks to assess new fishing opportunities for species other than those covered by Article 5 of the Protocol, it may seek to convene the Joint Committee to discuss and identify the terms and 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.

7. The Joint Committee may discuss and, where appropriate, approve the possibility of exploratory fisheries campaigns in the fishing zone of Mauritius 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 parameter. The outcome of the exploratory campaigns shall be shared with the Mauritius authorities under the conditions established by the Joint Committee.

8. In the event that the Parties consider that the exploratory campaigns have given positive results, Mauritius may allocate new fishing opportunities, including for species not covered by Article 5 of the Protocol, to the Union fleet on terms and conditions to be agreed upon. The financial contribution referred to in Article 7(1) shall consequently be adjusted by the Joint Committee. Shipowners' fees and conditions as provided for in the Annex shall be amended accordingly

Article 11

Economic and social cooperation

1. The Parties undertake to promote economic, social, technical, technological and commercial cooperation in the fisheries sector and related sectors. To this end, the Parties intend to facilitate consultations involving operators that aims to improve the business environment and identify opportunities for cooperation and investment in

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the fisheries sector in the context of Mauritius's national strategy for the development of the sector. These consultations could take the form of regular meetings and the proposals and recommendations will be considered by the Joint Committee.

2. The Parties undertake to promote the exchange of information on fishing techniques, gear, conservation methods, and industrial processing and marketing of fishery products.

3. The Parties shall endeavour to create conditions conducive to the promotion of cooperation between their enterprises in the fisheries sector in technical, technological, economic and commercial matters, by promoting the establishment of an environment favourable to the development of business and investment.

4. The Parties shall encourage the promotion of investments in the fisheries sector in accordance with the laws in force in Mauritius and the Union.

5. The Parties shall cooperate with a view to promoting the landing of catches from Union vessels operating in the fishing zone of Mauritius. Union vessels shall endeavour to procure in Mauritius all supplies and services required for their operations.

6. Each Union vessel landing fish in Mauritius shall undertake to land 100 % of the by-catch caught in the fishing zone of Mauritius and kept on board at the time of landing, in line with applicable sanitary and other relevant legislation.

7. The Parties shall encourage the strengthening of both human and institutional capacities in the fisheries and blue economy sectors in order to improve the level of training and develop skills, thereby contributing to the sustainability of fishing activities in Mauritius.

Article 12

Cooperation in the field of Monitoring, Control and Surveillance, and the fight against illegal, unreported and unregulated fishing

1. The Parties shall cooperate to strengthen mechanisms for MCS and combating IUU fishing.

2. The Parties shall cooperate in the MCS of fishing and fishing-related activities in the fishing zone of Mauritius and to combat IUU fishing with a view to ensuring sustainable fishing.

3. Mauritius shall ensure the effective application of the provisions on MCS of fishing and fishing related activities laid down in the Agreement and its Protocol and in the legislation of Mauritius. EU vessels shall cooperate with the competent Mauritian authorities in the performance of these operations.

Article 13

Administrative cooperation

In order to ensure the implementation of applicable measures for the conservation and management of fishery resources, the Parties shall:

– cooperate as appropriate at administrative level to ensure that Union vessels comply with the provisions of this Agreement, the Protocol and applicable legislation;

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– cooperate to prevent and combat IUU fishing, in particular through regular exchanges of information between the relevant administrations.

EXCHANGE OF DATA

Article 14

Electronic exchange of data

1. Mauritius and the Union shall implement secure computerised systems automating the real-time exchange of data on the fishing authorisations and activities of Union vessels, or electronic exchanges in accordance with the provisions of the Protocol.

2. The procedures for data transmission, including provisions for the continuity of information exchange, are laid down in the Protocol.

Article 15

Data protection

1. Mauritius and the Union shall ensure that the data exchanged under the Agreement are used by the competent authority exclusively for the implementation of the Agreement and, in particular, for management and MCS of fishing and fishing related activities.

2. The Parties undertake to treat as confidential all commercially sensitive and personal data relating to Union vessels and their fishing activities obtained under this Agreement, as well as all commercially sensitive information relating to the communication systems used by the Union. The Parties shall ensure that only aggregated data relating to fishing activities in the fishing zone of Mauritius are made public.

3. Personal data shall be processed lawfully, fairly and transparently in relation to the data subject.

4. Personal data exchanged under the Agreement shall be processed in accordance with the provisions set out in Annex II of the Protocol. Further safeguards and remedies regarding personal data and the rights of data subjects may be established by the Joint Committee.

INSTITUTIONAL PROVISIONS

Article 16

Joint Committee

1. A Joint Committee shall be established, consisting of representatives of the Union authorities and the authorities of Mauritius.

2. The functions of the Joint Committee shall include:

   (a) monitoring the application of the Agreement and the Protocol, in particular the elaboration and evaluation of the implementation of sectoral support;

   (b) providing the necessary liaison on matters of mutual interest in the field of fisheries, in particular the statistical analysis of catch data;

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(c) serving as a forum for the interpretation of this Agreement and the Protocol and for the amicable settlement of any dispute that may arise from the application of this Agreement and the Protocol, notably where a Party wishes to suspend or terminate this Agreement or the Protocol under Article 21 or 22 of this Agreement.

3. The Joint Committee may adopt amendments to the Protocol concerning:

(a) the revision of fishing opportunities and, consequently, the relevant financial contribution;

(b) the amount and implementation arrangements for sectoral support;

(c) the technical conditions and arrangements under which EU vessels carry out their fishing activities;

(d) additional safeguards for the protection of personal data provided for in Article 15(4).

Such amendments to the Protocol shall be recorded in minutes signed by the Parties, which shall specify the date on which they take effect.

4. The Joint Committee shall perform its duties in accordance with the objectives of this Agreement.

5. The Joint Committee shall meet at least once a year, alternately in Mauritius and in the Union, or by mutual agreement, in another location or by videoconference, under the chairmanship of the Party hosting the meeting, or, if in another location or by videoconference, in an alternate manner. It shall meet in extraordinary session at the request of either Party, if possible within one month of the request.

6. Decisions shall be taken by consensus and recorded in the minutes of the meeting. The Joint Committee may, where appropriate, deliberate and decide by exchange of letters.

Article 17

Geographical area to which the Agreement applies

This Agreement applies, on the one hand, to the territories in which the Treaty on the Functioning of the European Union applies and under the conditions laid down in that Treaty and, on the other hand, to the territory of Mauritius and to the waters under the sovereignty and jurisdiction of Mauritius.

FINAL PROVISIONS

Article 18

Dispute resolution

The Parties shall consult within the Joint Committee in the event of dispute concerning the interpretation or application of the Agreement or the Protocol with a view to resolving their differences amicably.

Article 19

Duration

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The Agreement shall apply for a period of 4 years from its provisional application, unless terminated in accordance with Article 22. It shall be renewed by tacit agreement for successive periods of 4 years, unless terminated in accordance with Article 22.

Article 20

Provisional application

The Agreement shall apply provisionally from the date of its signature [/ from [date] subject to signature by the Parties, or from the date of its signature if signed after [date]].

Article 21

Suspension

1. The application of the Agreement may be suspended at the initiative of either Party where:

   (a) circumstances beyond the reasonable control of either Party prevent fishing activities in the fishing zone of Mauritius. In the event of natural phenomena, the Parties shall consult each other to assess the impact on fishing activities and the implementation of the Protocol;

   (b) a serious and unresolved dispute between the Parties persists over the interpretation or implementation of the Agreement;

   (c) one of the Parties fails to comply with the Agreement; or

   (d) there are significant changes in the sectoral policy that led to the conclusion of the Agreement, resulting in a request by one of the Parties to amend it.

2. The suspension of the application of the Agreement shall be notified by the Party concerned to the other Party in writing and shall take effect three months after receipt of the notification through diplomatic channel.

3. The receipt of this notification shall trigger consultations between the Parties through the Joint Committee in order to find an amicable solution to the dispute.

4. As a result of the suspension, the payment of the financial contribution referred to in Article 7 and the sectoral support referred to in Article 8 shall be reduced proportionally The Joint Committee shall decide accordingly on the amount of the reduction. Such a reduction shall also apply in the event that one of the Parties suspends the provisional application of the Agreement.

5. Where Mauritius shall have to reimburse any excess payments made, the Union may set them off against annual contributions due for the following years.

Article 21 bis

Amendment

1. Either Party may request, by written notification to the other Party, the amendment of this Agreement.

2. The Parties may amend this Agreement by mutual written consent. Any amendment shall enter into force on the date on which the Parties have notified each other in writing that their respective internal procedures required for its entry into force have been completed, unless otherwise agreed by the Parties.

Article 22

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Termination

1. The Agreement may be terminated at the initiative of either Party. It shall notify the other Party of its intention to terminate through diplomatic channel.

2. The Parties shall consult each other as soon as the notification in writing through diplomatic channel is received with a view to finding an amicable solution.

3. Following the consultations, the Parties may decide by mutual agreement not to terminate the Agreement.

4. Except in the case provided for in paragraph 3, termination shall take effect 18 months after receipt of the notification referred to in paragraph 1.

5. As a result of the termination, the payment of the financial contribution referred to in Article 7 and the sectoral support referred to in Article 8 shall be reduced proportionally. The Joint Committee shall decide accordingly on the amount of the reduction. Such a reduction shall also apply in the event that one of the Parties terminates the provisional application.

6. Where Mauritius shall have to reimburse any excess payments made, the Union may set these off against annual contributions due for the following years.

Article 23

Repeal

On the date of its application, this Agreement repeals and replaces the Fisheries Partnership Agreement between the European Union and the Republic of Mauritius which entered into force on 28 January 2014.

Article 24

Entry into force

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

Article 25

Authentic texts

This Agreement is drawn up in duplicate in the Bulgarian, Croatian, Czech, Danish, Dutch, English, Estonian, Finnish, French, German, Greek, Hungarian, Irish, Italian, Latvian, Lithuanian, Maltese, Polish, Portuguese, Romanian, Slovak, Slovenian, Spanish and Swedish languages, each of these texts being equally authentic.

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ANNEX 2

PROTOCOL
ON THE IMPLEMENTATION OF THE SUSTAINABLE FISHERIES PARTNERSHIP AGREEMENT BETWEEN THE EUROPEAN UNION AND THE REPUBLIC OF MAURITIUS (2026-2030)

Article 1

Definitions applicable to this Protocol

For the purposes of this Protocol, the definitions set out in Article 1 of [AGREEMENT], shall apply. In addition, the following definitions shall apply:

(a) ‘Agreement’: [AGREEMENT];

(b) ‘Protocol’: this Protocol implementing the Agreement, together with its Annexes and Appendices;

(c) ‘Union’: the European Union;

(d) ‘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;

(e) ‘fishing vessel owner’ means a person who owns, or persons who own, the vessel; and includes (i) a beneficial owner; (ii) a charterer, whether bare vessel, time or voyage; (iii) a person who acts in the capacity of a charterer; or (iv) a person upon whom control over the destination, function or operation of the vessel is conferred under a management agreement or other similar agreement;

(f) ‘infringement’ means ‘offence’ as provided in the Fisheries Act 2023 and any other applicable Mauritius legislation;

(g) ‘LICENCE’ means the secure fishing authorisation management application made available by the European Commission for the management of fishing authorisations;

(h) ‘supply vessel’ means any vessel used, equipped to be used or intended to be used for purse seine fishing related activities, including any vessel, other than a craft, carried on board a fishing vessel that is not equipped with operational fishing gear, not used for transhipment operations and that facilitates, assists or prepares purse seine fishing activities including support vessels;

(i) ‘observer’ means any person authorised by a national authority responsible, in accordance with the provisions of the Agreement and this Protocol, for observing the implementation of the rules applicable to fishing operations, or for observing such operations for scientific purposes;

(j) ‘ERS’ means Electronic Reporting System;

(k) ‘transhipment’ means the direct transfer of any quantity of fish on board from one fishing vessel to another fishing vessel regardless of the location of the event, without the fish being recorded as landed.

Article 2

Objective

The purpose of this Protocol is to implement the provisions of the Agreement. The Annexes and any Appendix thereto shall form an integral part of this Protocol.

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Article 3

Duration

This Protocol shall apply for a period of 4 years from the date of its signature, in accordance with Article 11.

Article 4

Relationship between this Protocol and the Agreement

This Protocol shall be interpreted and applied in the context of the Agreement and in a manner consistent with it.

Article 5

Access by Union vessels to the fishing zone of Mauritius

1. Access to the fishing zone of Mauritius under Article 5 of the Agreement shall be available to Union vessels within the following limits:

   (a) 25 tuna purse seine vessels;

   (b) 25 surface longliners.

2. Supply vessels shall be authorised under the conditions set out in the Annex I and in accordance with applicable resolutions and recommendations of the IOTC.

3. Fishing operations carried out by the vessels referred to in paragraph 1 shall concern highly migratory species (species listed in Annex I to the 1982 United Nations Convention on the Law of the Sea) excluding species that are protected or whose capture is prohibited under the IOTC or under the legislation of Mauritius.

Article 6

Period of application and fishing opportunities

1. The Union shall grant an annual financial contribution for access referred to in Article 7 of the Agreement which shall be set at EUR 200 000 per year, that is, a total amount of EUR 800 000 for the period referred to in Article 3.

2. Paragraph 1 shall apply subject to the provisions on the modification of fishing opportunities in accordance with Article 4 and the provisions on the suspension or termination of this Protocol in accordance with Articles 9 and 10 thereof or of the Agreement in accordance with Articles 21 and 22 thereof.

3. If the catches of Union vessels in a given year exceed the annual reference tonnage, the amount of the annual financial contribution shall be supplemented by a payment of EUR 50 per additional ton caught. Payment for these additional catches shall be made once the catches for the year have been agreed by the Parties in accordance with the provisions of Chapter II of the Annex I. However, where the quantities caught by European vessels exceed twice the annual reference tonnage, payment of the amount due for catches exceeding this threshold shall be postponed for one year.

4. The financial contribution referred to in paragraph 1 shall be paid no later than ninety days after the date of provisional application of this Protocol for the first year and no later than the anniversary date of application of this Protocol for subsequent years.

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5. The amounts and payment arrangements for the financial contribution paid by operators are set out in the Annex I.

6. The sectoral support referred to in Article 8 of the Agreement is set at EUR 2 000 000 divided into four (4) instalments.

7. The detailed implementing rules for sectoral support fund are set out in Annex III of this Protocol.

8. The financial contribution referred to in Article 6(6) may be amended by the Joint Committee in accordance with Article 16(3) of the Agreement.

Article 7

Electronic exchange of data

1. In accordance with Article 14 of the Agreement, Mauritius and the Union shall implement secure computerised systems automating the real-time exchange of data on the authorisations and activities of Union vessels, or electronic exchanges, in accordance with this Protocol.

2. The Union shall ensure that the following information is regularly transmitted to Mauritius:

i. where they concern the activities of Union vessels in the fishing zone of Mauritius:

– vessel positions, in accordance with the provisions laid down for the Vessel Monitoring System (VMS);

– daily catches of Union vessels;

– notifications of entry into and exit from the fishing zone of Mauritius by Union vessels.

ii. in the case of port in Mauritius:

– prior transhipment notifications and transhipment declarations for Union vessels;

– prior notifications of return to port and landing declarations for Union vessels.

3. The electronic version of an exchanged information shall be considered equivalent in all respects to its paper version.

4. Mauritius and the Union shall notify each other without delay of any malfunction of the above mentioned computer systems and shall implement the procedures necessary to ensure the continuity of information exchanges.

5. In the event of technical difficulties, the Parties agree to consult each other in order to find an alternative solution and to take measures to achieve this objective as soon as possible.

6. The Parties shall endeavour to implement the transmission of ERS data in UN/FLUX format. To that end, the Parties shall cooperate to assess the technical requirements, costs and operational arrangements necessary for its implementation and shall review progress within the framework of the Joint Committee.

Article 8

Revision of fishing opportunities by mutual agreement

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The fishing opportunities referred to in Article 5(1) may be amended by the Joint Committee in accordance with Article 16 of the Agreement. Such amendments shall not affect the sustainable management of Mauritius fishery resources. In such cases, the financial contribution referred to in Article 6(1) shall be adjusted proportionately and pro rata temporis.

Article 9

Suspension of implementation of the Protocol

The implementation of this Protocol may be suspended at the initiative of one of the Parties under the conditions and in accordance with the procedures laid down in Article 21 of the Agreement.

Article 9 bis

Amendment

1. The Joint Committee may adopt any amendment to this Protocol concerning the matters listed in Article 16(3) of the Agreement.
2. Other amendments to this Protocol shall be governed by Article 21 bis of the Agreement.

Article 10

Termination

This Protocol may be terminated at the initiative of one of the Parties under the terms and conditions set out in Article 22 of the Agreement.

Article 11

Provisional application

This Protocol shall apply provisionally from the date of its signature [/ from [date] subject to signature by the Parties, or from the date of its signature if signed after [date]].

Article 12

Entry into force

This Protocol shall enter into force on the date on which the Parties notify each other of the completion of the procedures necessary for that purpose through diplomatic channel.

Article 13

Authentic texts

The Protocol is drawn up in duplicate in the Bulgarian, Croatian, Czech, Danish, Dutch, English, Estonian, Finnish, French, German, Greek, Hungarian, Irish, Italian, Latvian, Lithuanian, Maltese, Polish, Portuguese, Romanian, Slovak, Slovenian, Spanish and Swedish languages, each of these texts being equally authentic.

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ANNEX I

CONDITIONS GOVERNING FISHING ACTIVITIES BY UNION VESSELS

CHAPTER I

GENERAL PROVISIONS

1. Fishing zone

EU vessels may carry out fishing activities beyond 75 nautical miles from the baseline of the Islands of Mauritius and Rodrigues and 40 nautical miles from the baseline of Cargados Carajos and Agalega, subject to the provisions set out in p aragraph 2 below.

2. Zones closed to shipping and/or fishing

Mauritius shall notify operators and the Union of the boundaries of areas closed to navigation and/or fishing when the fishing authorisation is issued. Any change to these areas shall be notified to the Union and the operators in line with Article 6 of the Agreement.

3. Contact details

The contact details for communications under this Protocol are:

(a) For the Union:

- Fishing authorisation : MARE-LICENCES@ec.europa.eu

- Application LICENCE : https://webgate.ec.europa.eu/licence

- Aggregated catches : MARE-CATCHES@ec.europa.eu

- Helpdesk UN /FLUX : MARE-FISH-IT-SUPPORT@ec.europa.eu

(b) For Mauritius:

- Fishing authorisation : licensingunit2026@gmail.com

- Application LICENCE : licensingunit2026@gmail.com

- Aggregated catches : pelagicfishery@gmail.com

- Helpdesk UN /FLUX : fmcvmsafrc@govmu.org ; fmcvmsmru@gmail.com

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CHAPTER II

FISHING AUTHORISATIONS

SECTION 1
APPLICABLE PROCEDURES

1. Conditions for obtaining a fishing authorisation – eligible vessels

Union vessels found to be eligible by the Union, may obtain a fishing autorisation to carry out fishing activities in the fishing zone of Mauritius under this Protocol provided that:

i. they are registered in the EU fishing vessel register. Applications are processed in accordance with the provisions of Regulation (EU) No 2017/2403 on the sustainable management of external fishing fleets;

ii. the operator, the master (that is the fisher in charge of the fishing vessel) and the vessel itself must not be prohibited from fishing in Mauritius, and the Union vessel must not be formally listed under any RFMO as an IUU fishing vessel; and

iii. they must be in good standing with the Mauritius authorities, in that they must have fulfilled all previous obligations arising from their fishing activities in Mauritius under the fisheries agreements concluded with the EU.

2. Fishing authorisation request

Fishing authorisation requests and notifications of their acceptance shall be transmitted through the LICENCE system. Pending the operationalisation of the LICENCE system, such requests and notifications shall temporarily be transmitted by electronic mail.

Fishing authorisations requests shall be accompanied with the information and documents listed in Appendix 2.

3. Period of validity of fishing authorisations

Validity of the fishing authorisation shall be for a one-year period, defined as follows:

(a) for the first year of application of this Protocol, the period between the date of its provisional application and 31 December of the same year;

(b) thereafter, the period from 1 January to 31 December; and

(c) for the last year of application of this Protocol, the period between 1 January and the date of expiry of this Protocol.

4. Issuing of the fishing authorisation

The original of the fishing authorisation shall be issued by the Mauritius authorities within 21 working days of receipt of all the documents referred to in paragraph 2 of this Section. It shall be handed to the operators or their representatives, where appropriate through the intermediary of the EU Delegation.

Mauritius authorities shall notify that the application of the fishing authorisation has been accepted and upload an electronic copy of the signed original to the LICENCE system, once the latter has become fully operational. In the meantime, Mauritius authorities shall send a scanned copy of the fishing authorisation issued to the Union by email.

In the event of rejection, Mauritius authorities shall state the reason for rejection in the LICENCE system.

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If necessary, the start and end dates of the authorisation in the LICENCE system shall be aligned with those on the scanned copy of the authorisation, provided that the dates comply with the provisions of the Protocol.

Mauritius authorities shall inform its control services of authorisations granted and validity dates.

5. Induction period and malfunction of the LICENCE system

Where difficulties arise in the transmission of information between the European Commission and Mauritius through the LICENCE system, requests and issued fishing authorisations shall be exchanged by email until both Parties can fully use the system. Each Party shall update the information in the LICENCE system as soon as the system has been restored.

6. Transfer of fishing authorisations

The fishing authorisation issued to a Union vessel is non-transferable, except in exceptional circumstances such as the loss of the Union vessel or its prolonged immobilisation due to serious technical damage. The Union vessel's authorisation is then terminated and a new application for authorisation for a replacement Union vessel of the same category is submitted to Mauritius without payment of the flat-rate fee. In this case, the calculation of catch levels for the purpose of determining any additional payment will take into account the sum of the total catches of both Union vessels.

The operator of the Union vessel to be replaced or the operator's representative shall return the original of the cancelled fishing authorisation to Mauritius, if necessary through the intermediary of the EU Delegation.

The new fishing authorisation shall take effect on the day on which the operator returns the original cancelled authorisation to Mauritius.

The Parties shall update the list of authorised vessels and the information in the LICENCE system.

7. List of vessels authorised to fish

Upon issue of the authorisation, Mauritius shall draw up an updated list of vessels authorised to fish in the fishing zone of Mauritius. This list shall be communicated to the Union.

8. Possession of fishing authorisation on board

The original fishing authorisation must be kept on board at all times. However, pending the ability to keep this document on board, an electronic version of the fishing authorisation may be used for a maximum period of 60 calendar days after the date of issue of that fishing authorisation. During this period, the copy shall be considered equivalent to the original fishing authorisation.

9. Supply vessels

Mauritius authorises EU fishing vessels holding a fishing authorisation to be assisted by supply vessels in accordance with the applicable recommendations of the IOTC.

Supply vessels shall be subject to the same application procedure set out in this Chapter for fishing authorisations. Mauritius shall draw up a list of authorised supply vessels and send it to the Union.

If the fishing authorisation of a supply vessel is cancelled before the fishing authorisation has been issued by the Mauritius authorities, or before the vessel has commenced operations in the fishing zone of Mauritius, the amount paid for the fishing authorisation shall be

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reimbursed. It may also be credited to the operator or producer association and be used for another payment.

10. Documents to be carried on board

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

(a) a fishing authorisation;

(b) documents issued by a competent authority of the flag State of the fishing vessel, showing:

– the vessel certificate of registry, including the number under which the fishing vessel is registered;

– up-to-date certified drawings or description of the layout of the fishing vessel and, in particular, the number of fish holds of the fishing vessel, 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, gross registered tonnage, engine power or 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.

SECTION 2
FEES AND ADVANCE PAYMENTS

1. For tuna purse seiners and surface longliners, the fee per ton caught in the fishing zone of Mauritius shall be set at EUR 85.

2. Fishing authorisations shall be issued after payment of the following annual flat-rate advance fees:

(a) For tuna purse seiners:

– 11 000 EUR per vessel, equivalent to the fees due for 129 tonnes per year;

(b) For surface longliners (above or at 100 GT):

– 4 560 EUR per vessel, equivalent to the fees due for 53 tonnes per year;

(c) For surface longliners (below 100 GT):

– 2 400 EUR per vessel, equivalent to the fees due for 28 tonnes per year;

(d) For supply vessel: 6 000 EUR per vessel.

3. For the purposes of environmental management and observation of marine ecosystems in Mauritius waters, each Union purse seiner vessel shall contribute to the Mauritius environmental fund on an annual basis for an amount of EUR 1 per GT. That contribution shall be paid together with the advanced payment fee and to the same account. Mauritius authorities shall report through the Joint Committee on the utilisation of that contribution.

4. Where the final statement of fees, established in accordance with Chapter III, section 2, shows an amount greater than the flat-rate fee paid to obtain the fishing authorisation, the operator shall pay the outstanding balance to Mauritius, in

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accordance with the deadline set out in Chapter III, section 2 of this Annex. However, if the final statement shows an amount less than the advance referred to in paragraph 2 of this Section, any balance remaining shall not be reimbursable to the operator.

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CHAPTER III

CATCH REPORTING

SECTION 1
ELECTRONIC FISHING LOGBOOK - ELECTRONIC REPORTING SYSTEM (ERS) RECORDING AND REPORTING

General provisions

1. The master of a Union vessel carrying out fishing activities under this Protocol shall keep an electronic fishing logbook integrated into the ERS.
2. Vessels not equipped with a functional ERS shall not be authorised to enter the fishing zone of Mauritius in order to engage in fishing and fishing-related activities.
3. Where the provisions concerning fishing logbook transmissions 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 non-compliance 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 of the Union vessel having a valid fishing authorisation shall be responsible for the accuracy of the data recorded. The fishing logbook shall comply with the applicable IOTC resolutions and recommendations and shall be transmitted in accordance with the scheduled 'Performance Standards for the Electronic Reporting System' made under the Fisheries (Electronic Reporting System) Regulations 2024. Where the Parties have implemented the UN/FLUX format in accordance with Appendix 3, transmission shall be carried out using this format.
5. The flag State and Mauritius shall ensure that they have the necessary IT equipment and software to automatically transmit ERS data. 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.
6. The flag State's Fisheries Monitoring Centre (FMC) shall ensure that fishing logbooks are automatically made available through the ERS to Mauritius authorities on a daily basis for the period during which the vessel is present in the territorial waters and EEZ of Mauritius, even in the event of a zero catch.
7. ERS data shall be transmitted using the electronic means of communication managed by the European Commission for exchanging fisheries data in a standardised form as set out in Appendix 3.

Electronic logbook data

8. The master shall forthwith record:
   (a) planned date and time of the point of entry into, and exit from, the EEZ of Mauritius; and
   (b) species and quantities held on board at entry and exit.
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 Universal Time Coordinated (UTC) shall be recorded.

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10. The fishing logbook data shall be transmitted automatically and on a daily basis by the FMC of the flag State to Mauritius. 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 planned date and time of arrival at the port or point of entry into, and exit from, the EEZ of Mauritius;

(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;

(i) the estimated quantities of each species discarded, in kilograms live weight or, where appropriate, the number of individual fish; and

(j) number of hooks per fishing day for longliners and sets for purse seiners

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

11. The flag State and Mauritius authorities 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 authorities do not receive the required data to be transmitted by a Union vessel, it shall notify this to the flag State FMC immediately. The flag State FMC shall promptly investigate the reasons for this non-receipt of these data and inform Mauritius authorities of the result of its investigations.

13. Where a failure occurs in the transmission between the Union vessel and the flag State 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 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 ten days of detecting the failure. Once that deadline has passed, the Union vessel shall no longer be authorised to fish in the fishing zone of Mauritius 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 the fishing zone of Mauritius 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 such prompt action as is necessary to resolve the problem rapidly. The other Party shall be notified once the problem has been resolved.

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16. Every 24 hours, the flag State FMC shall send to the Mauritius authorities 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 FMC shall ensure that the missing data are entered into the electronic database maintained by it in accordance with paragraph 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.

SECTION 2

ANNUAL REPORTING OF CATCH DATA

Regular monitoring of catches

1. The Union shall provide Mauritius before the end of each quarter, with catch data specifying the quantities for each authorised Union vessel, per month and per species of catches made in the fishing zone of Mauritius, and any other relevant information, corresponding to that quarter.

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

3. 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 fishing zone 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 paragraph 4 of this Section.

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

4. By 30 April each year at the latest, the Union shall provide aggregated data specifying the quantities per Union vessel, per month and per species, of catches made in the fishing zone of Mauritius during the previous calendar year, together with a calculation of the fees due for each Union vessel.

5. Mauritius shall notify the Union of the receipt of the statement of fees and if deemed necessary shall have a maximum of 45 days to challenge the data provided, on the basis of supporting evidence. Following that challenge, the Parties shall have one month to agree on the data. If no agreement is reached, the Parties shall consult by correspondence or videoconference as soon as possible, or where appropriate within the Joint Committee. If Mauritius does not issue a challenge within 45 calendar days, the statement of fees shall be considered to be adopted.

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6. The Union shall immediately communicate the accounts validated by both Parties to the operators to proceed with the necessary payment. Where the amount in the final statement is greater than the advance payment fee referred to in Section 2 of Chapter II which was paid to obtain the fishing authorisation, the operators 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). Mauritius shall monitor these payments and notify the Union of any delay or incomplete payments. At the same time, the Union shall endeavour that payments are made within the time limit set.

7. 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(3) of this Protocol

CHAPTER IV

MONITORING, CONTROL AND SURVEILLANCE

SECTION 1
MONITORING, CONTROL AND SURVEILLANCE (MCS)

1. Entry and exit notifications

(a) The operator of a Union vessel shall notify the Mauritius authorities responsible for fisheries control at least six hours in advance of the vessel's plans to enter or exit the EEZ of Mauritius.

(b) If the exit is cancelled, this must also be notified as soon as possible.

(c) When notifying the Mauritius authorities of its entry or exit, the operator of the vessel shall notify in particular:

– the date, time and point of passage scheduled;

– the quantity of each species held on board, identified by its FAO 3-alpha code and expressed in kilograms of live weight or, where appropriate, in terms of the number of individual fish. This provision shall not apply to supply vessels; and

– the product presentation

(d) A vessel found to be fishing in the fishing zone of Mauritius without having notified its entry to the Mauritius authorities shall be regarded as a vessel in breach of the applicable law.

2. Inspection procedures

(a) Inspection of Union vessels holding a fishing authorisation, shall be carried out either at sea in the fishing zone of Mauritius or in port by Mauritian inspectors, duly mandated and identifiable as being assigned to control fishing and fishing-related activities. Licensed Union vessels landing in other ports than Port Louis, Mauritius may be inspected by Mauritian inspectors on agreed terms and conditions and as per legislation in force.

(b) Before going on board, the Mauritian inspectors shall inform the Union vessel of their decision to carry out an inspection. The inspection shall be carried out by an appropriate number of Mauritian inspectors, who shall provide proof of their identity and official position as an inspector before carrying out the inspection.

(c) Masters of Union vessels shall allow the Mauritian inspectors to board the vessel and shall facilitate the discharge of their duties.

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(d) Images (photos or videos) made during inspections shall be intended for the authorities responsible for fisheries monitoring, control and surveillance. They shall not be made public unless Mauritius' legislation provides otherwise, subject to applicable Mauritian legislation including the Data Protection Act.

(e) In accordance with article 21(10) of the United Nations Fish Stock Agreement, the Mauritius authorities shall require its inspectors to observe generally accepted international regulations, procedures and practices relating to the safety of the vessel and the crew, minimise interference with fishing operations and to the extent practicable, avoid action which would adversely affect the quality of the catch on board. The Mauritius authorities shall ensure that boarding and inspection is not conducted in a manner that would constitute harassment of any fishing vessel.

(f) At the end of each inspection, the inspector from Mauritius shall draw up an inspection report. The master of the Union vessel shall have the right to add comments to the inspection report. The inspection report shall be signed by the inspector from Mauritius drawing up the report and the master of the Union vessel. The signing of the inspection report by the master shall be without prejudice to the operator's right of defence in proceedings relating to any infringement found. If the master refuses to sign the document, the master shall specify the reasons for doing so in writing, and the inspector from Mauritius shall write 'Refused to sign' on it. The inspector from Mauritius shall give a copy of the inspection report to the master of the Union vessel before leaving the vessel.

(g) Mauritius shall inform the Union and the flag State of any inspection carried out within 72 hours of its completion of inspection and 24 hours in case of any infringement detected. Mauritius shall send a copy of the inspection report to the Union and the flag State as soon as possible and in any event within seven days of the return of the inspector to port.

(h) The Parties may, on the basis of a risk assessment, agree to carry out joint inspections on Union vessels, in particular during landing and transhipment operations, in order to ensure compliance with the Union and Mauritius legislation respectively. Inspectors deployed by the Parties to carry out such joint inspections shall comply with the provisions on the conduct of inspections laid down in Union and the legislation of Mauritius, respectively, in the exercise of their duties. Mauritius, the Union and the Member States, in the context of their responsibilities as coastal or flag States, may cooperate on inspection follow-up actions, in accordance with their applicable legislation.

(i) In addition, at the Union's request, the Mauritius authorities may authorise where applicable, Union fishing inspectors to carry out inspections on Union vessels as regards the landing, transhipment and weighing of catches, within the limits of their competence under the law of their Member State, in the presence of inspectors from Mauritius.

(j) If any of the provisions of this Chapter is not complied with, the Mauritius authorities may suspend the fishing authorisation of the offending Union vessel until it has returned to conformity and apply the infringement procedures and penalty provided for in the legislation of Mauritius. The Union and the flag State shall be informed thereof.

3. Participatory surveillance in the fight against IUU fishing

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In order to strengthen monitoring of fishing on the high seas and the fight against IUU fishing, Union vessels shall report the presence in the fishing zone of Mauritius of any vessel suspected of carrying out IUU fishing activities, providing as much information as possible about their report. Sighting reports shall be sent without delay to the Mauritius authorities and to the competent authority of the flag Member State of the reporting vessel, which shall immediately forward them to the Union or to the body designated by it. The Mauritius authorities shall forward any sighting report they have on Union vessels engaged in activities that may constitute IUU fishing in the fishing zone of Mauritius to the Union.

SECTION 2
LANDING AND TRANSHIPMENT

1. Transhipment at sea is prohibited. All transhipment operations in port are monitored in the presence of Mauritian inspectors.

2. Mauritian inspectors may take such samples, photographs, videos and relevant documents as is allowed under Mauritian legislation to monitor landing and transhipment operations, while ensuring that the rights of the data subjects are respected.

3. The master of a Union vessel wishing to land or to tranship must notify Mauritius, at least 24 hours before landing or transhipment. The notification may be transmitted automatically by the FMC of the flag State to Mauritius and shall contain the following:

(a) the IMO or Community Fleet Register (CFR) identification numbers and the name of the fishing vessel which must land or tranship;

(b) the port of landing or transhipment;

(c) the date and time scheduled for the landing or transhipment;

(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 transhipment, the name and International Radio Call Sign (IRCS) of the receiving vessel.

4. For the receiving vessel, not later than 24 hours before the beginning and at the end of the transhipment, 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 transhipment declaration to the Mauritius authorities within 24 hours.

5. The transhipment 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 paragraph.

6. The transhipment operation must be carried out in a Mauritian port authorised for that purpose.

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

8. Non-compliance with the provisions of this Chapter shall lead to such sanctions as may be provided for under Mauritian legislation.

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SECTION 3

SATELLITE-BASED VESSEL MONITORING SYSTEM (VMS)

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

2. Vessel position messages

Whilst in the territorial waters and in the EEZ of Mauritius, Union vessels holding a fishing authorisation issued under this Protocol shall 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 shall contain:

(a) the vessel identification;

(b) the most recent geographical position of the Union vessel (expressed in longitude and latitude to an accuracy of minimum of three decimal places), with a margin of error of less than 500 metres, and with a confidence interval of 99 %;

(c) the date and time (expressed in UTC) when the position was determined; and

(d) the speed and the course of the vessel.

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 three years by the FMC of the flag Member State of the Union.

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 paragraph 1 to the FMC of its flag State.

The master shall be considered responsible for any proven tampering with the VMS that aims to disturb its operation or falsify its position messages.

Failure to comply with the provisions on VMS shall be regarded as an infringement and subject to the penalties provided for in Mauritius legislation.

The FMC of the flag State shall automatically and immediately transmit the position messages received to the Mauritius FMC. Any Union vessel operating in the EEZ of Mauritius shall 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 the Mauritius port.

VMS data shall be transmitted using the electronic means of communication operated by the European Commission for exchanging fisheries data in a standardised form.

The first position recorded after entry into the EEZ of Mauritius 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 EEZ of Mauritius, which shall be identified by the code "EXI".

Each position message shall be provided according to the format laid down in Appendix 3 or based on the standard P 1000 – 7 of the United Nations Centre for Trade Facilitation and Electronic Business (CEFACT).

3. Transmission by the Union vessel in the event of breakdown of the VMS

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Union vessels with defective VMS are prohibited to enter the EEZ of Mauritius. When already operating in the fishing zone of Mauritius, 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, whichever is earlier. After that period, the vessel shall no longer be allowed to fish in the fishing zone of Mauritius.

Vessels fishing in the fishing zone of Mauritius with a defective VMS must communicate their position messages by email to the FMC of the flag State, at least every four 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 paragraph 2 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.

4. Malfunction of the communication system onboard of the Union vessel

Mauritius shall maintain 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 receipt 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.

If the non-receipt of the VMS data by Mauritius is caused by the failure of the electronic systems under the FMC of the flag State 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 sent to 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 four hours, by email, all position messages received. In such an event, the Union fishing vessel shall not be considered to be in breach of its obligation to transmit its VMS data.

Where a Union vessel has a malfunction of its VMS, the Mauritius authorities shall inform their competent monitoring services so that the Union vessel is not considered non-compliant because of a failure to transmit VMS data, provided that:

(a) the faulty equipment must be replaced within ten working days of the flag State notifying the FMC of Mauritius of the fault. After this period, the Union vessel in question must return to a port designated by the Mauritius authorities responsible for fisheries control for the necessary regulatory follow-up and for repairs, or must leave the area, provided that the inspection report on the faulty equipment and the reasons for the fault are communicated by the flag State to the FMC of Mauritius;

(b) until the equipment is replaced, the master of the Union vessel shall manually transmit its own Flag State FMC, which will transmit the data to the FMC of Mauritius every four hours by electronic means, radio or fax a comprehensive position report, including the position reports as recorded by the master of the Union vessel; and

(c) all messages not transmitted during the downtime shall be retransmitted as soon as communication is re-established between the FMC of the flag State concerned and the FMC of Mauritius.

5. Revision of the frequency of position messages

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On the basis of documentary evidence proving an infringement, Mauritius may ask the FMC of the flag Member State of the Union, with copy to 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 shall 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.
At the end of the set period of investigation, the Mauritius FMC shall 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 V

EMPLOYMENT OF FISHERS ON BOARD UNION VESSELS

1. Failure by a Union vessel to comply with any of the provisions and rules of this Protocol, Mauritius fisheries legislation, and conservation and management measures of relevant RMFOs, may where applicable be penalised by means of fines, suspension, revocation or non-renewal of the vessel's fishing authorisation, as provided for in this Protocol and applicable Mauritius legislation.

2. Handling of infringements

2.1. Any infringement committed by a Union vessel in the fishing zone of Mauritius must be notified by the Mauritius authorities to the Union by all appropriate means within 24 working hours.

2.2. Where the Mauritius authorities establish that an infringement has been committed, they shall draw up a statement of infringement. The statement shall be based on the findings recorded in the inspection report and on objective and material evidence. It shall set out the factual and legal grounds relied on.

2.3. The master of the Union vessel shall sign the statement of infringement. If the master refuses or is prevented from signing, this shall be recorded in the statement. The master's signature, or the lack thereof, shall not prejudice the rights of the master or any defence which the master may make to contest the alleged infringement.

2.4. The statement of infringement shall be sent to the Union and the flag State within seven calendar days as from the day of contravention.

3. Detention of a vessel – information meeting

3.1. Where the Mauritius authorities have reasonable grounds to suspect that a Union vessel has committed an infringement, the vessel may be required to cease its fishing activity and, where the vessel is at sea, to return to the port in Mauritius specified by the Mauritius authorities for the purposes of inspection and investigation in accordance with Mauritius legislation. The vessel shall be detained in port until completion of the formalities provided for by that legislation.

3.2. Mauritius shall notify the Union, the flag State and the vessel owner or operator of any detention of a Union vessel without undue delay and in any event within 24 hours . That notification shall state the alleged infringement and the factual and legal grounds for the detention and shall be accompanied by documentary evidence supporting it, subject to applicable confidentiality requirements.

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3.3. Before taking any measures against the vessel concerned, the master, the crew or the cargo, with the exception of measures taken to protect evidence, Mauritius shall, at the request of the Union and within 48 hours of notification of the detention of the vessel, organise an information meeting between the Parties to clarify the facts and to explain what further action may be taken. A representative of the vessel's flag State may attend this information meeting.

3.4. The vessel owner or the representative of the vessel's owner shall be informed by the Mauritius authorities of the outcome of the meeting and of any measures resulting from the boarding or detention.

4. Statement of infringement

4.1. For the purpose of enquiry in case of suspected infringement, a Union vessel shall remain at the port of Mauritius, only for such period as is strictly necessary and proportionate for the Mauritius authorities to complete the inspection and the investigation pursuant to applicable national legislation. Where the investigation does not establish sufficient grounds to proceed with prosecution, the vessel shall be authorised to depart without undue delay.

4.2. In relation to an offence under the applicable fisheries legislation of Mauritius, upon the operator’s admission of having committed the offence and consent to proceedings before the Administrative Sanctions Commission, the Commission may order the payment of an amount that shall not exceed the maximum fine specified for the offence. The Administrative Sanctions Commission may also order that any item used or involved in the commission of the offence be confiscated or forfeited. Forfeiture of the vessel may be ordered only by a Court of law.

5. Penalties for infringements

5.1. The penalty for the infringement, which is subject to a criminal prosecution shall be set in accordance with applicable Mauritius legislation.

6. Legal proceedings – bank security

6.1. Where a Union vessel has been seized and the process under the Administrative Sanctions Commission fails, the operator of the vessel which committed the infringement may, upon an Order of the Court to release the seized vessel, provide such bond, surety or other security as the Court may determine. The bond, surety or other security shall not be released until the legal proceedings have been concluded.

6.2. The bank security shall be released and returned to the operator without delay after judgment has been given:

(a) when no penalty has been imposed; or

(b) where a fine has been imposed, upon full settlement of the fine by the operator.

6.3. Mauritius shall inform the Union of the outcome of the legal proceedings within seven working days of the judgment being given.

7. Release of the vessel

The vessel shall be authorised to leave the port upon:

– the obligations arising from the agreement reached before the Administrative Sanctions Committee have been fulfilled; and

– the bond, surety or other security being lodged.

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CHAPTER VI

EMPLOYMENT OF FISHERS ON BOARD UNION VESSELS

1. Required number of Mauritian fishers to be taken on board

1.1. The operator of a Union vessel authorised under this Protocol shall endeavour to embark at least 14 Mauritian fishers, annually, to work on board the vessel as crew members for the duration of the vessel's fishing activities under this Protocol.

1.2. The number of Mauritian fishers taken on in accordance with paragraph 1.1 shall be regularly followed up with the competent Mauritius authorities.

1.3. The fishers to be taken on under paragraph 1.1 shall comply with the minimum requirements set out in Appendix 4.

1.4. The competent Mauritius authorities shall provide the Union vessel owners or their agents and the EU Commission on a yearly basis with the list of qualified fishers who meet the requirements set out in paragraph 1.3 designated by the competent Mauritius authorities. An updated listed should be shared to the Union vessels owners or their agents and the Eu Commission when necessary.

1.5. The master shall draw up, date and sign a crew list that complies with Form 5 of the IMO Convention on Facilitation of International Maritime Traffic (FAL Convention) and send a copy of the list to the designated Mauritius authorities before the vessel leaves the port area.

1.6. The Union vessel owner will be relieved from the obligation foreseen in paragraph 1.1, in the following circumstances:

(a) The competent Mauritius authorities fail to provide the list referred to in paragraph 1.4;

(b) The Mauritian fisher from the list provided by the competent Mauritius authorities does not comply with the requirements laid down in Appendix 4; and

(c) The Mauritian fisher employed fails to report on the date and time agreed for embarkation;

1.7. The operator of the Union fishing vessel, or the master on behalf of the operator of the Union fishing vessel, shall refuse to take a Mauritian fisher on board their vessel if the fisher does not comply with the requirements laid down in Appendix 4.

2. Working conditions of fishers

The conditions under which the Mauritian fishers are taken on board shall comply with the legislation of the flag State transposing Directive (EU) 2017/159, including hours of work and rest, rights of repatriation and occupational safety and health.

3. Fisher’s work agreement

3.1. For each fisher engaged on board a Union vessel pursuant to paragraph 1.1, a written work agreement shall be negotiated and signed by both the fisher and the employer. That agreement, signed by both Parties, must be submitted to the Mauritius authorities in accordance with Mauritius legislation.

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3.2. The written work agreement shall comply with the requirements of the flag State's legislation transposing Directive (EU) 2017/159 (Annex I to that Directive).

4. Remuneration of fishers

4.1. The cost of remuneration and any additional labour costs shall be borne directly by the Union vessel owner, its representative or its agent.

4.2. Mauritian fishers must be paid a guaranteed monthly or regular remuneration, preferably by bank transfer, irrespective of the actual amount of fish caught and/or sold. It shall be fixed by mutual agreement between the shipowner or their agents and the fishers and/or their trade unions or representatives. Where no collective bargaining agreement has been concluded, the terms of remuneration granted to Mauritian fishers shall under no circumstances be inferior to the terms set by the Subcommittee on Wages of Fishers of the Joint Maritime Commission of the ILO, in the absence of any such standard for fishers designed to provide an international safety net to protect and help ensure decent work for fishers.

4.3. Fishers shall not have to bear any cost associated with the payments received. Fishers shall be given the means to transmit all or part of the payments received, including advance payments, to their families at no cost.

4.4. Fishers must receive a payslip for every settlement of remuneration and, if they so request, proof that their wages have been paid.

5. Social security

Mauritius shall ensure that fishers ordinarily resident in its territory, and their dependants, are entitled to benefit from social security protection to the extent provided in Mauritius legislation.

6. Compliance with this Chapter

6.1. The competent authorities of both Parties shall ensure that the legislation applicable to fishers is easily accessible, free of charge, in a comprehensive and transparent form.

6.2. The competent Mauritian authorities and the authorities of the Union flag State shall ensure that this Chapter is duly implemented in line with their obligations under applicable international law.

6.3. The authorities of the Union flag State shall exercise their responsibilities in accordance with the ILO Guidelines on flag State inspection of working and living conditions on fishing vessels.

6.4. The Parties shall consult each other on the application of this Chapter within the Joint Committee.

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

CHAPTER VII

OBSERVERS

Observation of fishing activities

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1. The Parties recognise the importance of complying with the obligations of applicable 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 observation of their fishing activities carried out within the framework of this 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 of 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 licensed Union vessels operating under this Agreement 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 observations carried out in the fishing zone of Mauritius shall be sent to the Mauritius authorities.

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 authorities. 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 shipowner shall bear the costs of providing accommodation, food and safety for the observer on board, and any travel cost associated in cases the vessel is not departing from Port Louis and not calling at Port Louis.

Observer's duties

10. Observers shall be treated on board as officers.

11. When the vessel is operating in the fishing zone of Mauritius, observers shall carry out the following tasks:

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

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– 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, transhipment, 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 the fishing zone of Mauritius, including the quantity of catches and by-catches on board, and carry out any other duties as required by the Mauritius FMC.

12. 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.

13. 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 documents relating to the fishing activities of the vessel, in particular the fishing logbook, freeze log and navigation log, and access to the parts of the vessel directly linked to their duties.

14. 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

15. Each Union purse seine vessel shall contribute to the bank account of 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.

16. To this end, each purse seine vessel will contribute an amount of EUR 20 per fishing day in the fishing zone of Mauritius.

Observer's report

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17. 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.

18. Observers shall send their reports to Mauritius authorities, which shall send a copy of these and the information identified under paragraph 11 to the Union within 15 calendar days of the disembarkation of the observer.

Observer's obligations

19. 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, regarding the Union vessel and its activities and any information collected.

ANNEX II

ROCESSING OF PERSONAL DATA

1. Definitions and scope

1.1. Definitions

For the purposes of this Annex, the definitions set out in Article 1 of the Agreement and Article 1 of this Protocol and the following definitions shall apply:

(a) ‘personal data’ means any information relating to a data subject;

(b) ‘data subject’ means an identified or identifiable individual, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that individual;

(c) ‘processing’ means any operation or set of operations performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction;

(d) ‘transferring authority’ means a public authority that sends personal data;

(e) ‘receiving authority’ means a public authority to which personal data are disclosed;

(f) ‘data breach’ means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or otherwise processed;

(g) ‘onward transfer’ means the transfer of personal data by a receiving party to an entity that is not a signatory to this Protocol, namely the third party;

(h) ‘supervisory authority’ means an independent public authority responsible for monitoring the application of data protection in order to protect the

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fundamental rights and freedoms of natural persons in relation to the processing of personal data.

1.2. Scope

The data subjects under this Protocol are, in particular, natural persons who own Union vessels, their representatives, and masters and crew engaged on board Union vessels operating under this Protocol.

With regard to the implementation of this Protocol, in particular grant applications, monitoring of fishing activities and the fight against IUU fishing, the following data may be exchanged and processed:

- the identification and contact details of the vessel;
- the activities of a vessel or relating to a vessel, its position and movements, its fishing activity or fishing-related activity, collected through checks, inspections or observers, — data relating to vessel owner(s) or their representative, such as name, nationality, business contact details and business bank account;
- data relating to any local agent, such as name, nationality and business contact details;
- data relating to vessel masters and crew members, such as name, nationality, function and, in the case of the master, contact details; and
- data relating to fishers taken on board, such as name, contact details, training and health certificate.

1.3. Responsible authorities

The authorities responsible for processing the data are:

a) for the Union, the European Commission and the authority of the flag State; and

b) for Mauritius, the Ministry responsible for the subject of fisheries.

2. Personal data protection safeguards

2.1. Purpose limitation and data minimisation

(a) The personal data requested and transferred under this Protocol shall be adequate, relevant and limited to what is necessary for the implementation of this Protocol, that is, for processing fishing authorisations and for the control and monitoring of the activities of Union vessels. The Parties shall exchange personal data under this Protocol only for the specific purposes set out in this Protocol;

(b) The data received shall not be processed for purposes other than those referred to in the first paragraph, or else they shall be anonymised; and

(c) Upon request, the receiving authority shall inform the transferring authority without delay of how the data provided are used.

2.2. Accuracy

The Parties shall ensure that personal data transferred under this Protocol are accurate, up to date and, where appropriate, regularly updated on the basis of the knowledge of the transferring authority. If one of the Parties finds that the personal data transferred or received are inaccurate, it shall inform the other Party without delay which shall correct and update the personal data as necessary.

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2.3. Storage limitation

(a) Personal data shall not be kept for longer than is necessary for the purpose for which it was exchanged, up to a maximum of one year after expiry of this Protocol, unless the personal data is necessary to follow up an infringement, inspection or judicial or administrative proceedings. In that case, the data may be kept for as long as is necessary to enable the infringement or inspection to be followed up or until the judicial or administrative proceedings have been definitively closed; and

(b) If personal data are kept for longer as specified in paragraph (a), they shall be anonymised.

2.4. Security and confidentiality

(a) Personal data shall be processed in such a way as to ensure that they are appropriately secure, taking into account the specific risks of processing, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage. The authorities responsible for processing shall address any data breach and take all measures necessary to remedy or mitigate any adverse effects of such personal data breaches. The receiving authority shall notify such a breach to the transferring authority as soon as possible, and the two authorities shall cooperate with each other in a timely manner as necessary for each to comply with its obligations arising as a result of a personal data breach under its national legal framework; and

(b) The Parties undertake to put in place appropriate technical or organisational measures to ensure that processing is compliant with the provisions of this Protocol.

2.5. Rectification or erasure

(a) The Parties shall ensure that the transferring and receiving authorities take all reasonable steps to ensure that personal data is , as appropriate, rectified or erased without delay if the processing is not compliant with the provisions of this Protocol, in particular because the data are not adequate, relevant or accurate or because they are excessive in relation to the purpose of the processing; and

(b) The Parties must notify each other of any rectification or erasure.

2.6. Transparency

The Parties shall ensure that data subjects are informed, by way of individual notification and publication of this Protocol on their websites, of the type of data transferred and further processed, the manner in which personal data is processed, the relevant tool used for the transfer, the purpose of the processing, the third parties or categories of third parties to which the information may be transferred onward, the individual rights and mechanisms available to them to exercise their rights and obtain redress, and details of where they can bring proceedings or lodge complaints.

2.7. Onward transfer

(a) The receiving authority shall transfer personal data received under this Protocol to a third party established in a country other than the flag Member States only if:

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– this is justified by an important public interest objective that is also recognised in the legislation applicable to the transferring authority, and

– the other requirements laid down in this Annex (in particular as regards purpose limitation and data minimisation) are met, and

– the European Commission has adopted an adequacy decision pursuant to Article 45 of Regulation (EU) 2016/679 of the European Parliament and of the Council1 in respect of the country where the third party is located or where the international organisation is located and that decision covers the onward transfer, or

– in specific cases such transfer is necessary for the transferring authority to fulfil its obligations towards RFMOs or regional fisheries organisations, or

– in exceptional cases and where deemed necessary, provided that the third party undertakes to process the data solely for the specific purpose(s) for which they are being transferred onward and to erase them as soon as processing is no longer necessary for that purpose.

(b) Any onward transfer initiated by Mauritius shall additionally comply with the conditions for transfer of personal data outside Mauritius as provided under Section 36 of the Data Protection Act of Mauritius.

3. Data subject rights

3.1. Access to personal data At the request of a data subject, the receiving authority must:

(a) confirm to the data subject whether or not personal data relating to the data subject are being processed,

(b) provide:

– information on the purpose of the processing, categories of personal data, storage period, if possible;

– for request of rectification, deletion, lodge a complaint, amongst others;

– a copy of the personal data; and

– general information on the applicable safeguards.

3.2. Correction of personal data

At the request of a data subject, the receiving authority shall rectify any of the data subject's personal data that are incomplete, inaccurate or obsolete.

3.3. Deletion of personal data

At the request of a data subject, the receiving authority must:

– erase any personal data relating to the data subject that have been processed in a manner that is not compliant with the safeguards set out in this Protocol;

– erase any personal data relating to the data subject that are no longer necessary for the purposes for which they were lawfully processed;

– discontinue the processing of personal data if the data subject objects on grounds relating to their particular situation, unless there are compelling legitimate grounds for the processing which override the interests, rights and freedoms of the data subject.

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3.4. Procedures

(a) The receiving authority shall respond in a timely manner, within a reasonable time frame and in any event within one month of the request, to requests from data subjects concerning access to –rectification or erasure of – their personal data. The receiving authority may take appropriate steps, such as charging reasonable fees to cover administrative costs or refusing to act on a request that is manifestly unfounded or excessive; and

(b) If a data subject's request is refused, the receiving authority shall inform the data subject of the reasons for the refusal.

3.5. Restrictions

(a) The rights provided for in paragraph 3 may be restricted if such restriction is laid down in law and is necessary and proportionate in a democratic society for the prevention, investigation, detection and prosecution of criminal offences;

(b) those rights may also be restricted in order to safeguard a monitoring, inspection or regulatory function connected, even occasionally, to the exercise of official authority; and

(c) they may also be restricted, under the same conditions, for the protection of the data subject or of the rights and freedoms of others.

4. Redress and independent supervision

4.1. Independent supervision

Compliance of the processing of personal data with this Protocol shall be subject to independent supervision by an external or internal body that exercises independent supervision and has investigative and remedial powers.

4.2. Supervisory authorities

(a) For the Union, such independent supervision shall be exercised by the European Data Protection Supervisor (EDPS), where the processing falls under the competence of the Commission, or by the national data protection supervisory authorities of the Union Member States, where it falls under the competence of the flag State.

(b) For Mauritius, the Data Protection Office shall be the competent authority.

(c) The European Commission and the authorities listed in paragraphs 4.2 (a) and (b) shall, respectively, deal with and resolve complaints from data subjects relating to the processing of their personal data under this Protocol in an effective and timely manner.

4.3. Right of redress

(a) Each Party shall ensure that, within its legal system, a data subject who believes that the European Commission or the authorities listed in paragraph 4.2, respectively, have failed to comply with the safeguards set out in Article 15 of the Agreement and this Annex, or who believes that their personal data have been subject to a breach, may seek compensation from the European Commission or the authority in question to the extent permitted by the applicable legislation before a court of law or equivalent body;

(b) In particular, any complaint against an authority may be addressed to the EDPS, in the case of the European Commission, and to the Data Protection

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Office of Mauritius, in the case of Mauritius. In addition, certain complaints against either authority may be brought before the Court of Justice of the European Union, in the case of the European Commission, and before the Mauritius courts in the case of Mauritius; and

(c) In the event of a dispute or a complaint lodged by a data subject in connection with the processing of their personal data against the transferring authority, the receiving authority or both authorities, the authorities shall inform each other thereof and make every effort to resolve the dispute or complaint amicably and as soon as possible.

4.4. Exchange of information

The Parties shall keep each other informed of any complaints they receive concerning the processing of personal data under this Protocol and of their resolution.

5. Revision

Each Party shall periodically review its policies and procedures implementing Article 15 of the Agreement and this Annex and their effectiveness and, at the reasonable request of either Party, the other Party shall review its personal data processing policies and procedures to verify and confirm that the safeguards set out in Article 15 of the Agreement and this Annex are implemented effectively. The results of the review shall be communicated to the requesting Party.

If necessary, the Parties shall agree on any changes needed to this Chapter in the Joint Committee.

6. Suspension of transfer

Where the Parties are unable to amicably settle disputes concerning the processing of personal data in accordance with this Chapter the transferring Party may suspend or terminate the transfer of personal data until it considers that the matter has been satisfactorily resolved by the receiving Party. Personal data already transferred shall continue to be processed in accordance with this Chapter.

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ANNEX III

DETAILED IMPLEMENTING RULES FOR SECTORAL SUPPORT FINANCIAL CONTRIBUTIONS

Transparency and traceability of sectoral support financial contributions

1. Mauritius shall identify the financial contribution amount related to sectoral support transferred by the Union to Mauritius under the Sustainable Fisheries Partnership Agreement (SFPA) in its adopted annual budget. When doing so, Mauritius shall respect its national legislation regarding transparency and traceability of sectoral support financial contributions.

Programming and implementation of sectoral support financial contributions

2. Before the first Joint Committee meeting, Mauritius shall develop a proposal for a multiannual sectoral programme, for the use of the sectoral support funds covering the duration of the Protocol. It shall also develop a detailed proposal for an annual sectoral programme for the use of the sectoral support funds for each year of the Protocol.

3. The sectoral programmes shall focus on a number of actions which are aligned with national priorities. It shall take into account the capacity of Mauritius to manage, implement and report on the use of the sectoral support funds.

4. The sectoral programmes shall identify the (i) strategic goals; (ii) actions to be financed; (iii) performance indicators; (iv) annual targets; (v) funds allocated to each action; (vi) either total amount of the project or percentage of the EU funding of the total amount of the project and (vii) sources of verification.

5. The Joint Committee (JC) shall discuss, amend if appropriate, and adopt the proposals for the multiannual sectoral programme and for the first annual sectoral programme during its first meeting following the start of the provisional application of the Protocol. This first meeting shall take place no later than 120 days after the start of the Protocol's provisional application.

6. For each of the second and following years, Mauritius shall present an annual sectoral programme to the Union no later than 30 days before the Joint Committee meeting.

7. Mauritius shall be responsible for the implementation of the adopted multiannual and annual sectoral programmes.

Monitoring, reporting and evaluation of sectoral support funds

8. Mauritius shall closely monitor the implementation of the sectoral programme.

9. The EU Fisheries Attaché responsible for Mauritius shall regularly visit Mauritius in order to assess, together with the relevant national authorities, the progress made in implementing the multiannual sectoral programme. During these visits, the EU Fisheries Attaché shall have timely access to any document that the EU Fisheries Attaché considers necessary to verify progress. Access to documents shall not include information that is confidential or that concerns national interests.

10. Mauritius shall prepare annual progress reports on the implementation of the multiannual sectoral programme. It shall submit them to the Union no later than 30 days before the Joint Committee meeting.

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11. The annual progress reports shall describe the actions that have been implemented and the progress that has been made towards achieving the annual targets for each of the selected indicators. They shall also describe any difficulties that have been experienced, as well as any corrective measures that have been taken and the results of such corrective measures. The sources of verification listed in the multiannual sectoral programme shall be shared with the Joint Committee when practical and relevant.

12. The annual progress reports shall contain the level of financial execution of the sectoral support funds. In this regard, the budget execution information related to the use of the EU sectoral support funds shall be made available.

13. The annual progress reports shall provide all the information the Joint Committee needs in order to make informed decisions regarding the disbursement of subsequent annual instalments of sectoral support funds.

14. Mauritius shall also submit to the Joint Committee, within 90 days of the expiry of this Protocol, a final report on the implementation of the sectoral support provided for by this Protocol, in addition to the final annual progress report.

15. Where necessary, the Parties shall continue to monitor the implementation of the sectoral support after the Protocol expires or is suspended. They shall carry out any such monitoring in accordance with the provisions of the Protocol.

16. Where necessary the JC may agree that Mauritius undertakes an external independent evaluation financed by the sectoral support funds to assess part or all of the results of the multiannual sectoral programme under the terms of reference approved by the JC.

Criteria and process for the disbursement, suspension and recovery of sectoral support funds

17. The Union shall pay the sectoral support into a bank account of the Accountant General of Mauritius dedicated to the implementation of sectoral support. The details of the account(s) shall be communicated annually by the Government of Mauritius to the Union.

18. The Union shall pay the sectoral support funds to Mauritius in annual instalments.

19. The sectoral support funds for the first year of the Protocol's application shall be paid in full no later than 45 days after the Joint Committee adopts the multiannual sectoral programme.

20. The sectoral support funds for the second and subsequent years of the Protocol's application shall only be paid if all the following four conditions are met:

- completion of any external independent financial audit of the use of the sectoral support by Mauritius agreed by the Joint Committee;
- the latest available budget execution information states a financial execution that is, actual expenditure, committed funds for an action where payment is yet to be made, of 75% or more of the funding received to date;
- sectoral support actions are implemented in accordance with the multiannual sectoral programme as demonstrated by the annual report. The agreed indicators shall serve as the benchmark for determining whether an action has been implemented or is in the process of being implemented; and

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– The Joint Committee has approved the next annual sectoral support programme, in accordance with the multiannual sectoral programme, including consideration of increasing the quantum of any annual instalment equivalent to twice the sum of sectoral support annual amounts as per Article 6(6) of the Protocol.

21. The final sectoral support instalment payment shall be paid only if the conditions set out in paragraph 20 are met. Any amounts not committed by Mauritius before the expiry of the Protocol shall be forfeited.

22. Payment of this specific financial contribution may not be made more than six months after the expiry of the Protocol.

23. The Union reserves the right to revise and/or suspend, in part or in full, the disbursement of the sectoral support funds if the results obtained diverge significantly from the sectoral programme following the annual evaluation by the Joint Committee or in the event of failure to implement the sectoral support funds as determined by the Joint Committee.

24. Payment of the sectoral support financial contribution shall resume after consultation between the Parties and agreement by the Joint Committee when it is justified on the basis of the results of the implementation of the agreed multiannual programme.

25. The sectoral support funds shall be disbursed in accordance with Mauritius public financial management systems. The management of the transferred resources shall be the sole responsibility of Mauritius.

26. Mauritius may facilitate the co-financing of actions set out under the multiannual sectoral programme. It shall report on any co-financing in the annual progress reports.

27. The European Union may undertake a recovery procedure of sectoral support funds paid to Mauritius, where sectoral support activities are not implemented or not implemented in accordance with the provisions of this Protocol and where no agreement has been reached at the Joint Committee as to this. The recovery procedure shall be as follows:

(a) The European Union's competent authority shall formally notify the Mauritius authorities of its intention to recover a specified amount and shall set out its reasons for recovering it. Mauritius shall be able to submit comments, observations and/or requests for clarification on the proposed recovery within 30 days from the date of receipt of the notification;

(b) Following any submissions by Mauritius, the Parties shall engage in good faith negotiations in order to resolve any disputes or disagreements regarding the proposed recovery and in order to agree on any remedial actions or extended timelines;

(c) If the European Union decides to proceed with the recovery procedure, it shall formally notify Mauritius of this decision and the basis for it. It shall also issue an official debit note, with payment due within 30 days. If Mauritius fails to make payment by the specified due date, the European Union shall recover the amount due by offsetting it against any amount owed to Mauritius by the European Union; and

(d) Only in exceptional and duly justified cases, or in the event of an error, may the European Union modify the amount, the payment deadline or waive

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recovery, provided that such modifications are consistent with the principles of sound financial management and proportionality. Any modifications under this provision shall be documented and communicated to Mauritius, along with the reasoning for such changes.

Revision of the sectoral support programme

28. Once the Joint Committee has approved the multiannual sectoral programme, any proposed amendments to it may only be considered if they are duly justified. Substantial amendments that delete or amend the Strategic Goals shall require the Joint Committee's approval. Proposals for such substantial amendments shall be submitted to the Joint Committee in writing at least 30 days before it meets.

29. When the amendments proposed involves the elimination or addition of an Action within the established Strategic Goals or involves the transfer of funds from one Action to another representing more than 10% of the initial funds allocated to that action, Mauritius shall consult with the Union in writing. The Union shall respond to this request within 30 days from the date of receipt of the request. Following consultations based on the request, the Parties shall decide on the need to convene an extraordinary Joint Committee Meeting. If the latter procedure is selected, the agreed amendment shall be formally recorded in the minutes of the next ordinary meeting of the Joint Committee Meeting.

Visibility of the sectoral support programme

30. Unless otherwise agreed, Mauritius shall ensure that every action implemented under the sectoral support programme is subject to the appropriate communication and visibility measures. Mauritius shall define these measures in agreement with the Union.

31. A dedicated budget for communication and visibility measures shall be allocated under the multiannual sectoral programme.

32. The ways in which actions under the EU sectoral support programme shall be made visible shall include:

- public notice of projects and activities to be undertaken;
- TV and radio reports as well as press releases on the completion of projects and activities;
- public distribution of reports and studies that have been completed;
- use of EU visibility signs on any equipment funded by the EU, any support document and display panel prepared for communication on the activities and during visibility events;
- participation by the staff of the EU Delegation for the Republic of Mauritius in opening ceremonies, conferences and other events; and
- joint visits by representatives of Mauritius and the EU concerning the implementation of field projects and activities.

APPENDICES

Appendix 1: Technical sheet for Union vessels conducting fishing activities in Mauritius

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Appendix 2: Information and documents to be provided when applying for a fishing authorisation under this Protocol
Appendix 3: Technical requirements for implementation of the Vessel Monitoring System (VMS) and the Electronic Reporting System for recording fishing activities (ERS)
Appendix 4: Minimum requirements to be engaged as fishers on Union vessels

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Appendix 1

TECHNICAL SHEET FOR UNION VESSELS CONDUCTING FISHING ACTIVITIES IN MAURITIUS

Fishing zone:	
Beyond 75 nautical miles from the baseline of the Islands of Mauritius and Rodrigues and beyond 40 nautical miles from the baseline of Cargados Carajos and Agalega, excluding zones prohibited for fishing.	
Authorised categories:	
Tuna purse seine vessels Surface longliners Supply vessels	
Fees and tonnage:	
Price per tonne	EUR 85 per tonne
Annual advance fee (including all national and local charges except port taxes and service charges) and tonnage covered	(a) For tuna purse seiners: 11 000 EUR per vessel, equivalent to the fees due for 129 tonnes per year; (b) For surface longliners (above or at 100 GT): 4 560 EUR per vessel, equivalent to the fees due for 53 tonnes per year; (c) For surface longliners (below 100 GT): 2 400 EUR per vessel, equivalent to the fees due for 28 tonnes per year.
Fee per additional tonne caught	Tuna purse seine vessels and surface longliners: EUR 85 per tonne
Number of vessels authorised to fish	— 25 tuna purse seine vessels — 25 surface longliners
Supply vessel authorisation fee	EUR 6 000 per vessel per year.
Environmental management and observation of marine ecosystems contribution	EUR 1 per GT per year.

Appendix 2

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INFORMATION AND DOCUMENTS TO BE PROVIDED WHEN APPLYING FOR A FISHING AUTHORISATION UNDER THIS PROTOCOL

Unless otherwise specified, the following information must be provided regarding the applicant, the vessel owner, identification of the vessel, its technical data and the period applied for.

1. Fishing category

(1) Name of the applicant

(2) Telephone number of applicant

(3) Address of the applicant

(4) Name of the shipowner (company or moral person) if applicable

(5) Town and country of the registration of the shipowner (company or moral person) if applicable

(6) Name of the beneficial owners of the vessel (5 maximum)

(7) Town and country of residence of the beneficial owners of the vessel (5 maximum)

(8) Registration number of the beneficial owners (5 maximum)

(9) Name of the master

(10) Nationality of the master

(11) Email address of the master

(12) Name of the agent in Mauritius

(13) Address of the agent in Mauritius

(14) Name of the vessel

(15) Type of the vessel

(16) Flag State

(17) Port Registration

(18) IRCS

(19) Registration number

(20) Fishing vessel external marking

(21) MMSI

(22) IMO number (if applicable)

(23) IOTC number

(24) Date of current flag registration

(25) Previous flag (if any)

(26) Place of construction

(27) Date of construction

(28) International radio call sign

(29) Radio frequency

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(30) Vessel satellite phone number

(31) Length overall of vessel

(32) Width of vessel

(33) Engine model

(34) Engine power (kW)

(35) Gross tonnage (GT)

(36) Number of crew

(37) Minimum manning

(38) Fishing category

(39) Species targeted

(40) Conservation method on board

(41) Processing capacity per day (24 hours) in tonnes

(42) Number of fish holds

(43) Total capacity of fish holds (m3)

(44) VMS manufacturer

(45) VMS model VMS serial number

(46) VMS software version

(47) Satellite operator

(48) Authorised fishing gear

(49) Place for landing catch

(50) Requested period start date

(51) Requested period end date

I hereby declare that:

a) the particulars given above are true and correct; and

b) the vessel has no participation by, or association with, a transnational criminal group in the relevant activities and guarantees that there shall be no such participation or association during the period of validity of the license.

Date: …… Signature of Applicant: …….

2. Documents to be provided with the initial application

(a) Proof of payment of the lump-sum advance/advance fee for the relevant period of validity;

(b) A copy of the vessel's certificate of seaworthiness;

(c) A copy of the vessel's insurance certificate;

(d) A recent digital colour photograph of the vessel, of adequate resolution, taken from the side, showing clearly the vessel's name and external marking number;

(e) An illustration and a detailed description of the fishing gear used; and

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(f) A copy of the vessel's registration certificate.

1. Documents to be provided when renewing the vessel's application

(g) Documents listed in paragraph 2 in the event of changes since the last application

(h) Proof of payment of the lump-sum advance/advance fee for the relevant period of validity; and

(i) Other proof of payment

APPENDIX 3

TECHNICAL REQUIREMENTS FOR IMPLEMENTATION OF THE VESSEL MONITORING SYSTEM (VMS) AND THE ELECTRONIC REPORTING SYSTEM FOR RECORIDNG FISHING ACTIVITIES (ERS)

SECTION 1

COMMON PROVISIONS ON THE TRANSMISSION OF VESSEL POSITION DATA AND ON ERS DEPLOYMENT BY THE PARTIES; BUSINESS CONTINUITY

1. If a technical failure occurs and affects transmission of the Union vessel position data or fishing activity data ("ERS data") between the Parties' FMCs, the Union vessel affected by the failure shall not be considered to be non-compliant.

2. The Parties shall cooperate with a view to establishing, where mutually agreed and technically feasible, a connection based on the FLUX Transportation Layer software provided by the European Commission and the use of the UN/FLUX format. The competent Mauritius authorities shall ensure that its electronic system is compatible with that of the Union system.

3. The Parties may undertake acceptance testing of the UN/FLUX format, using the EU standard logbook (Fishing Activities Implementation Document version 3.0) when they jointly consider that the necessary technical and operational conditions are in place. Following such testing, the Parties shall consult within the Joint Committee on the possible implementation of UN/FLUX, including the scope of data exchanges, technical specifications, costs and an appropriate implementation schedule.

4. Until the Parties decide to implement the UN/FLUX format, position data of Union vessels and ERS data shall be sent using the formats and arrangements already in place when this Protocol starts to apply.

5. The FMCs of the flag State and Mauritius and the Union shall exchange their contact email addresses and shall inform each other without delay of any changes to these addresses.

6. The FMCs of the flag State and Mauritius and the Union shall inform each other as soon as possible of any interruption in the automatic transmission of data; or, in the event of any maintenance operations lasting more than 48 hours, shall endeavour to restore automatic transmission and shall notify the other Party as soon as it has been restored. The Joint Committee shall deal with any dispute that may arise.

7. If the interruption lasts for more than 48 hours, the FMC of the flag State shall, in the meantime, provide data by email every 24 hours until automatic transmission resumes. This arrangement may be requested from the flag State's FMC by

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Mauritius' FMC if the malfunction concerns the latter's system and persists beyond 48 hours despite its best efforts to repair it.

8. Data affected by the interruption shall also be resent using automatic transmission systems once these have been restored.

9. Each Party shall ensure that the data is consistent; in particular, they shall see to it that suitable filters are integrated into their systems and applied to the data to ensure that only data relating to fishing activities in the fishing zone of Mauritius are taken into account.

SECTION 2

TECHNICAL REQUIREMENTS FOR VMS DATA TRANSMISSION

1. Vessel position data – vessel monitoring system

1.1. The flag State's FMC shall ensure that vessel position data are automatically processed and electronically transmitted, using the centralised connection provided by the Union. The vessel position data must be recorded in a secure manner and kept by the Parties for a period of three years.

1.2. Vessel positions shall be given using latitude and longitude coordinates on the World Geodetic System 1984, expressed in decimal degrees to an accuracy of minimum three decimal places, with a margin of error of less than 100 metres and a confidence interval of 99 %.

1.3. The first position recorded after entry into EEZ of Mauritius shall be identified by the code "ENT" (NAF) or "ENTRY" (UN/FLUX). All subsequent positions shall be identified by the code "POS", with the exception of the first position recorded after leaving the EEZ of Mauritius, which shall be identified by the code "EXI" (NAF) or "EXIT" (UN/FLUX)

2. Transmission by the vessel in the event of breakdown of the vessel monitoring device

Vessels fishing in the fishing zone of Mauritius with a defective vessel monitoring device shall send their position messages by email to the flag State's FMC at least every four hours and shall provide all the mandatory information. The flag State's FMC shall inform Mauritius' FMC of this change. Position data shall then be transmitted at that frequency.

Mauritius' FMC shall inform the flag State's FMC and the Union of any interruption in the reception of position messages from a vessel holding a fishing authorisation where the vessel concerned has not notified its exit from the EEZ of Mauritius.

3. Structure of messages in NAF communicating vessel position data to Mauritius:

Data element	**Code**	**Mandatory (M) / Optional (O)**	**Content**
Start of record	SR	M	System detail indicating start of record
Addressee	AD	M	Message detail – Addressee alpha-3 country code (ISO-3166)
From	FR	M	Message detail – Sender alpha-3 country code

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			(ISO-3166)
Flag State	FS	M	Message detail – Flag State alpha-3 code (ISO-3166)
Type of message	TM	M	Message detail – Type of message (ENT, POS, EXI, MAN)
Radio call sign (IRCS)	RC	M	Vessel detail – Vessel international radio call sign (IRCS)
Party's internal reference number	IR	O	Vessel detail – Unique number assigned by the party to identify the vessel
Unique vessel identifier (IMO number)	IM	M	Vessel detail – IMO number Mandatory
External registration number	XR	M	Vessel detail – number on side of vessel (ISO 8859.1)
Latitude	LT	M	Vessel position details – Latitude of position in decimal degrees (WGS84) ± DD.ddd. Positive numbers for the northern hemisphere; negative numbers for the southern hemisphere. The plus sign (+) does not need to be transmitted. Non-significant zeros may be omitted. The value must be between –90 and + 90.
Longitude	LG	M	Vessel position details – Longitude of position in decimal degrees (WGS84) ± DD.ddd. Positive numbers for the northern hemisphere; negative numbers for the southern hemisphere. The plus sign (+) does not need to be transmitted. Non-significant zeros may be omitted. The value must be between –180 and + 180.
Course	CO	M	Vessel course 360º 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 recording UTC position (HHMM)
End of record	ER	M	System detail indicating end of record

4. Once the new UN/FLUX format and transmission via the FLUX Transportation Layer have been effectively implemented, VMS data shall be transmitted in accordance with the format and processes set out in the implementation document

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made available on the European Commission's internet site and the NAF format shall be discontinued.

5. Protection of VMS data

All monitoring data communicated by one Party to the other Party in accordance with these provisions shall be used exclusively for:

– monitoring, control and surveillance by Mauritius authorities, of the Union fleet fishing under the Agreement, and

– research studies carried out by Mauritius in the context of fisheries management and development.

SECTION 3

TECHNICAL REQUIREMENTS FOR IMPLEMENTATION OF THE ELECTRONIC REPORTING SYSTEM FOR RECORDING FISHING ACTIVITIES AND REPORTING ERS DATA

1. When in the fishing zone of Mauritius, the master of a Union vessel holding a fishing authorisation issued under this Protocol shall:

(a) record each entry into and exit from the EEZ of Mauritius by a specific message, indicating the quantities of each species held on board at the time of such entry into or exit from the EEZ of Mauritius, and the date, time and position of such entry or exit. This message shall be transmitted by the flag State's FMC to Mauritius authorities by ERS or by other means of communication no later than two hours before the entry or exit. In case no catches are on board, nil-catches shall be reported;

(b) record daily the position of the vessel at noon if no fishing activity has been carried out;

(c) for each fishing operation carried out, record the date, time and position of that operation, the gear type and the quantity of each species caught, distinguishing between catches retained and discarded. Each species shall be identified by its FAO 3-alpha code; quantities shall be expressed in kilograms of live weight and, if necessary, in terms of the number of individual fish. In case no catches were taken, nil-catches shall be reported. After the UN/FLUX transition is completed, all entries shall be made in accounting in accordance with the format and processes set out in the most recent implementation document made available on the European Commission's website.

(d) transmit daily to its flag State, no later than at 24:00, the data recorded in the electronic fishing logbook; these data shall be transmitted for each day spent in the fishing zone of Mauritius, even where no catch has been taken. They shall also be transmitted before each exit from the EEZ of Mauritius.

2. The flag State's FMC shall make the ERS data available to Mauritius authorities. The flag State's FMC shall transmit instant ERS messages (notification of entry into the EEZ of Mauritius, notification of exit from the EEZ of Mauritius, notification of arrival in port) to Mauritius' FMC automatically and without delay. Other ERS messages from the vessel shall be automatically transmitted once a day.

3. Until the end of the testing phases provided for in Section 1:

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(a) data shall be transmitted via the Data Exchange Highway (DEH) in EU-ERS (v 3.1) format1;

(b) notifications of transhipments shall be made by email to the Mauritius authorities; and

(c) only instant messages ("notification of entry into the zone" – COE, "notification of exit from the zone" – COX, "notification of arrival in port" – “prior notification of arrival”, PNO) shall be transmitted automatically and without delay. Other types of messages shall be made available by means of an automatic request by Mauritius’ FMC.

4. Once the new UN/FLUX format and transmission via the FLUX Transportation Layer have been effectively implemented:

(a) the practice of making messages available upon request shall concern only specific requests for historical data; and

(b) ERS data shall be transmitted in accordance with the format and processes set out in the implementation document available on the European Commission's website.

5. Mauritius’ FMC shall confirm receipt of instant ERS data sent to it by means of a return message acknowledging receipt and confirming the validity of the message received. For ERS data exchanged via the DEH, no acknowledgement of receipt shall be provided for data that Mauritius’ FMC receives in response to a request it has submitted itself.

6. Where a defect occurs in the transmission between the vessel and the flag State's FMC, the flag State's FMC shall notify the master or operator of the vessel or their representative(s) without delay. 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 by 24:00 at the latest.

7. In the event of a malfunction of the electronic reporting 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 malfunction. Once that deadline has passed, the vessel shall no longer be authorised to fish in the fishing zone of Mauritius and must leave it or call at the Mauritius port within 24 hours. The vessel shall not be authorised to leave that port or return to the fishing zone of Mauritius until the FMC of its flag State has established that the ERS is functioning correctly again.

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APPENDIX 4

MINIMUM REQUIREMENTS TO BE ENGAGED AS FISHERS ON UNION VESSELS

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

(a) the minimum age of the fishers shall be 18;

(b) fishers 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;
- the hearing and sight of the fisher are satisfactory for the fisher's duties on the Union vessel; and
- the fisher is not suffering from any medical condition likely to be aggravated by service at sea or to render the fisher unfit for such service or to endanger the safety or health of other persons on board;

(c) the medical certificate shall be valid for a maximum period of two years. If the period of validity of a certificate expires in the course of a voyage, the certificate shall remain in force until the end of that voyage;

(d) fishers 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;

(e) fishers 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.

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