

**AGREEMENT between the European Economic Community and the Government of
Mauritius on fishing in Mauritian waters**

THE EUROPEAN ECONOMIC COMMUNITY, hereinafter referred to as the 'Community',
and

THE GOVERNMENT OF MAURITIUS, hereinafter referred to as Mauritius,
CONSIDERING the spirit of cooperation resulting from the ACP-EEC Convention and the
good cooperation relations which exist between the Community and Mauritius;
CONSIDERING the wish of Mauritius to promote the rational exploitation of the fishery
resources by means of intensified cooperation;
RECALLING that the Community and Mauritius are signatories to the United Nations
Convention on the Law of the Sea and that, in accordance with that Convention, Mauritius
has established an exclusive economic zone extending 200 nautical miles from its shores
within which it exercises its sovereign rights for the purpose of exploring, exploiting,
conserving and managing the resources of the said zone, in accordance with the principles of
international law;
DETERMINED to conduct their relations in a spirit of mutual trust and respect for each
other's interest in the sphere of sea fishing;
DESIROUS of establishing the terms and conditions governing activities of common interest
to both parties,
HAVE AGREED AS FOLLOWS:

Article 1

The purpose of this Agreement is to establish the principles and rules which will in future
govern, in all respects, the fishing activities of vessels flying the flag of a Member State of the
Community, hereinafter referred to as 'Community vessels', in the waters over which
Mauritius has sovereignty or jurisdiction in respect of fisheries, hereinafter referred to as the
'waters of Mauritius', in accordance with the provisions of the United Nations Convention on
the Law of the Sea and other rules of international law.

Article 2

Mauritius shall permit fishing by Community vessels in the waters of Mauritius in accordance
with this Agreement.

Article 3

1. The Community undertakes to take all necessary steps to ensure that Community vessels
observe the provisions of this Agreement and the laws relating to fishing in the waters of
Mauritius consistent with the provisions of the United Nations Convention on the Law of the
Sea and other rules of international law.
2. The authorities of Mauritius shall notify the Commission of the European Communities of
any proposed change to the said laws.

Article 4

1. Fishing activities by Community vessels in the waters of Mauritius under the present
Agreement shall be subject to possession of a fishing licence issued at the Community's
request by the authorities of Mauritius.
2. The issue of a licence shall be subject to payment of the licence fees by the shipowners
concerned.
3. The formalities for making applications for licences, the amount of the fee and the methods

of payment shall be as specified in the Annex.

Article 5

The Parties undertake to coordinate action, either directly or within international organizations, to ensure the management and conservation of the living resources in the Indian Ocean, especially highly migratory species, and to facilitate the relevant scientific research.

Article 6

In return for the fishing opportunities accorded under Article 2 the Community shall pay a financial contribution to Mauritius in accordance with the provisions of the Protocols without prejudice to the financing for which Mauritius is eligible under the ACP-EEC Convention.

Article 7

1. Should the authorities of Mauritius decide, as a result of developments in the state of stocks, to take conservation measures which affect the activities of Community vessels, consultations shall be held between the Parties in order to adapt the Annex and Protocols attached to this Agreement.
2. Such consultations will be based on the principle that any substantial reduction of the fishing rights provided for in the Protocols shall lead to an equivalent reduction of the financial contribution to be paid by the Community.
3. Any conservation measures taken by the authorities of Mauritius shall apply equally to Community and other third country vessels without prejudice to special arrangements between developing states within the same geographical area, including reciprocal fishing arrangements.

Article 8

1. The Parties agree to consult on questions relating to the implementation and proper functioning of this Agreement. To this effect a Joint Committee is hereby established. The Committee shall meet at the request of either Party.
2. In the event of a dispute concerning the interpretation or application of the Agreement, such dispute shall be the subject of consultation between the Parties.

Article 9

Nothing in this Agreement shall affect or prejudice any manner the view of either Party with respect to any matter relating to the Law of the Sea.

Article 10

This Agreement shall apply, on the one hand, to the territories in which the Treaty establishing the European Economic Community is applied and under the conditions laid down in that Treaty and, on the other hand, to the territory of Mauritius.

Article 11

The Annex and the Protocols to this Agreement form an integral part thereof and, unless otherwise specified, a reference to the Agreement shall constitute a reference to them.

Article 12

1. The Agreement shall be concluded for an initial period of three years from the date of its entry into force. Unless one of the Parties terminates it by giving notice to that effect at least six months before the date of expiry of the three year period it shall remain in force for further periods of three years unless denounced by notice given at least three months before the date of expiry of each such three year period.
2. In the event of a Contracting Party giving notice denouncing the Agreement, the Contracting Parties may enter into negotiations.
3. Before the end of the period of validity of the Protocol, the Contracting Parties shall enter into negotiations to determine by common agreement the terms of the Protocol for the following period and, where appropriate, any necessary amendments or additions to the Annex.

Article 13

This Agreement, drawn up in duplicate in the Danish, Dutch, English, French, German, Greek, Italian, Portuguese and Spanish languages, each of these texts being equally authentic, shall enter into force on the first day of the month following signature.

ANNEX

CONDITIONS FOR THE PURSUIT OF FISHING ACTIVITIES BY COMMUNITY VESSELS IN THE WATERS OF MAURITIUS

1. Licence application and issuing formalities

The application procedure for, and issue of, the licences enabling Community vessels to fish in the waters of Mauritius shall be as follows:

- (a) The Commission of the European Communities shall present to the authorities of Mauritius via the representative of the Commission of the European Communities in Mauritius an application, made by the shipowner, for each vessel that wishes to fish under this Agreement, at least 20 days before the date of commencement of the period of validity requested. The application shall be made on the forms provided for that purpose by Mauritius, a specimen of which is annexed hereto
- (b) Every licence shall be issued to the shipowner for one designated vessel. At the request of the Commission of the European Communities the licence for a vessel may and, in cases of force majeure, shall be replaced by a licence for another Community vessel.
- (c) The licences shall be delivered by the authorities of Mauritius to the representative of the Commission of the European Communities in Mauritius.
- (d) The licence document must be held on board at all times.
- (e) The authorities of Mauritius shall communicate before the date of entry into force of the agreement the arrangements for payment of the licence fees, and in particular the details of the bank account and the currency to be used.

2. Validity of licences and payment provisions for tuna vessels

- (a) Licences shall be valid for a period of one year. They are renewable.
- (b) The fees shall be set at ECU 20 per tonne caught within the waters of Mauritius. Applications for licences for tuna vessels shall be issued following advance payment to Mauritius of a lump sum of ECU 1 000 a year for each tuna seiner, equivalent to the fees for 50 tonnes of tuna caught within the waters of Mauritius per year. A provisional statement of the fees due for the fishing year shall be drawn up by the Commission of the European Communities at the end of each calendar year on the basis of the catch statements made by the shipowners and forwarded simultaneously to the authorities of Mauritius and the Commission of the European Communities. The corresponding amount shall be paid by the shipowners to the Treasury of Mauritius no later than 31 March of the following year. The final statement of the fees due in respect of a fishing year shall be drawn up by the Commission of the European Communities, taking into account available scientific opinion

and any statistical data which can be gathered by ORSTOM, the Spanish Oceanographic Institute and any international fishing organizations in the Indian Ocean. The shipowners shall be notified by the Commission of the European Communities of the statement and shall have 30 days in which to meet their financial obligations. If the amount of the sum due for actual fishing operations is less than the advance payment, the corresponding outstanding sum shall not be recoverable by the shipowner.

3. Validity of licences and payment provisions for other vessels

(a) For vessels fishing by line (except longliners), licences shall be valid for three, six or twelve months. The annual fees shall be fixed in relation to the GRT as follows: ECU 60 per GRT pro rata temporis.

(b) For vessels carrying out experimental fishing for crustacea under the provisions of Protocol 2, the fees shall be fixed at ECU 25 per GRT per annum.

4. Observers

All vessels above 50 GRT shall, at the request of the authorities of Mauritius, take on board an observer designated by these authorities in order to check catches made in the waters of Mauritius. Observers shall have all facilities necessary for the performance of this duty including access to places and documents. An observer must not be present for longer than the time required to fulfil his duties. They shall be provided with suitable food and accommodation while on board. Should a vessel with a Mauritian observer on board leave the waters of Mauritius, every step will be taken to ensure that the observer returns to Mauritius as soon as possible, at the shipowner's expense.

5. Radio communication and reporting

Vessels above 50 GRT shall communicate to a radio station (the name, call sign and frequency of which shall be specified in the licence) the volume of catches on board when entering and leaving Mauritian waters.

The captains of all vessels including vessels fishing by line shall complete a fishing report form which will indicate the date, the vessel's position, and the quantity and species of fish caught. Tuna vessels shall also provide the number of sets and the quantity of tuna caught per species. These forms shall be forwarded to the Authorities of Mauritius not later than three weeks after the vessel's return to port. However, in the case of vessels fishing by line these reports shall be sent not later than one month after the end of each quarter.

6. Fishing zones

Community vessels may fish in the waters of Mauritius except within a distance of 12 nautical miles measured from the baseline. Vessels fishing by line are only authorized to fish in their traditional grounds, namely Soudan Bank, East Soudan Bank, St Brandon and Nazareth Bank.

However, for a period of 12 months from the date of entry into force of this Agreement, tuna vessels shall be permitted to fish up to five miles from the baseline around the Agalega Islands. This derogation will be reviewed at the first meeting of the Joint Committee.

7. Landing possibilities

Community tuna vessels using the facilities of Port Louis shall endeavour to sell part of their catch to the Mauritian tuna canning industry at a price to be fixed in common agreement between Community shipowners and the owners of the Mauritian tuna canning industry.

APPLICATION FOR A FOREIGN FISHING VESSEL LICENCE

Name of applicant:

Address of applicant:

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

Name and address of agent in Mauritius (if any):

Name of vessel:

Type of vessel:

Country of registry:

Port and registration number:

Fishing vessel external identification:

Radio call sign and frequency:

Length of vessel:

Width of vessel:

Engine type and power:
Gross registered tonnage of vessel:
Net registered tonnage of vessel:
Minimum crew complement:
Type of fishing practised:
Proposed species of fish:
Period of validity requested:
I certify that the above particulars are correct.
Date Signature

PROTOCOL No. 1 on the fishing opportunities accorded by Mauritius and the financial contribution accorded by the Community

Article 1

1. Pursuant to Article 2 of the Agreement, and for a period of three years from the date of its entry into force, the following fishing possibilities shall be accorded:

- for ocean-going tuna seiners: licences for 40 vessels;
- for vessels fishing by line (except longliners): licences for 100 GRT/month on an annual average.

2. These fishing possibilities may, at the Community's request, be increased by the Joint Committee referred to in Article 8 of the Agreement.

Article 2

1. The financial compensation referred to in the Agreement for the abovementioned period is fixed at ECU 1 200 000, payable in three annual instalments.

2. In the case of tuna fishing, this compensation shall cover a catch weight in waters of Mauritius of 7 500 tonnes of tuna fished per year. If the annual amount of tuna caught by Community vessels in the waters of Mauritius exceeds this quantity, the abovementioned compensation shall be increased by ECU 50 for each additional tonne caught.

3. The use to which this compensation is put shall be the sole competence of Mauritius.

4. The financial compensation shall be paid into an account opened at a financial institution or other body designated by Mauritius.

Article 3

1. The Community shall also pay a contribution of ECU 480 000 towards the financing of a scientific and technical programmes (including equipment, infrastructure, etc.) in order to improve knowledge of fish stocks and fisheries in general.

2. The competent authorities of Mauritius shall send to the Commission a brief report on the utilization of the funds.

3. The Community's contribution to the scientific and technical programmes shall be paid on each occasion into an account specified by the authorities of Mauritius.

Article 4

The two Parties hereby agree that an essential condition for the success of their co-operation is that the skills and know-how of persons engaged in sea fishing be improved. To this end, the Community will assist Mauritian nationals in finding places in establishments in its Member States or States with which it has concluded cooperation agreements and will make available an amount of ECU 120 000 for study or practical training awards with a maximum duration of five years in the various scientific, technical and economic subjects relating to fisheries. Of this amount, up to ECU 40 000 may be used, at the request of the Mauritian authorities, to cover the cost of attending international meetings relating to fisheries.

Article 5

Should the Community fail to make the above payments, the Agreement on fishing may be suspended.

PROTOCOL No. 2 on experimental fishing for crustaceans

Article 1

Pursuant to Article 2 of the Agreement, and for a period of 18 months from the date of its entry into force, authorizations to fish in the waters of Mauritius for crustaceans shall be granted, in the context of reconnaissance campaigns, for up to 1 200 gross registered tonnes per month on an annual average.

Article 2

Without prejudice to Protocol 1, the financial contribution referred to in Article 7 of the Agreement shall be fixed at a flat rate of ECU 150 000 for the duration of the reconnaissance campaigns.

Article 3

Before expiry of the period referred to in Article 1 the Parties will consult each other within the Joint Committee referred to in Article 8 of the Agreement in order to determine, in the light of the results of the reconnaissance campaigns which will be communicated to the authorities of Mauritius, fishing opportunities for crustacea for the remaining 18 months of the first period of application provided for in Article 12 of the Agreement and the corresponding Community compensation.