

PROTOCOL

defining, for the period 3 December 2003 to 2 December 2007, the fishing opportunities and the financial compensation provided for by the Agreement between the European Economic Community and the Government of Mauritius on fishing in Mauritian waters

Article 1

1. Pursuant to Article 2 of the Agreement, and for a period of four years from 3 December 2003, the following fishing possibilities shall be accorded:

— tuna seiners: licences for 41 vessels;

— surface long-liners: licences for 49 vessels;

— vessels fishing by line: licences for 25 GRT/month on an annual average.

2. Only Community vessels having a valid licence, issued under this Protocol and according to the formalities described in the Annex, shall be authorised to conduct fishing in the Mauritius fishing zone.

Article 2

1. The financial compensation referred to in Article 6 of the Agreement for the abovementioned period is fixed at EUR 487 500 per year.

2. This compensation shall cover a catch weight in waters of Mauritius of 6 500 tonnes of catches per year. If the annual amount of catches by Community vessels in the waters of Mauritius exceeds this quantity, the above mentioned compensation shall be increased proportionately at the rate of EUR 75 per additional tonne caught. However, the total amount of the financial compensation to be paid by the Community for tuna and tuna-like species cannot exceed the double of the amount referred to in paragraph 1.

3. A first part of the financial compensation equivalent to EUR 292 500 per year shall be paid into an account in the name of the public Treasury, which will be communicated to the Delegation of the Commission of the European Communities in Mauritius after the entry into force of this Protocol. The first instalment shall be payable not later than 1 June 2004 and the others in equal annual instalments by the anniversary date of the Protocol. The use to which this compensation is put shall be of the sole competence of Mauritius.

4. A second part of the financial compensation equivalent to EUR 195 000 per year shall be earmarked to the financing of the measures referred to in Article 3 of this Protocol.

Article 3

1. With a view to ensuring the development of sustainable and responsible fishing the two parties will, in their mutual interest, promote a partnership for the purpose of encouraging, in particular better knowledge of fishery and biological resources, fisheries control, the development of non-industrial fishing, fishing communities, and training.

2. The measures set out below shall be financed from the second part of the financial compensation, to the amount of EUR 195 000 per year, broken down as follows:

(a) EUR 150 000 for scientific and technical programmes to promote better understanding and management of fisheries and living resources in Mauritius' fishing zone;

(b) EUR 30 000 for study grants and practical training courses in the various scientific, technical and economic fields linked to fishing and participation to international meetings relating to fisheries;

(c) EUR 15 000 for monitoring, control and surveillance, including the Vessel Monitoring System (VMS).

3. The amounts mentioned in paragraph 2, subparagraphs (a) and (c) shall be made available to the Mauritian Ministry responsible for fisheries after submission to the Commission of a detailed annual programming, including a schedule, and the expected objectives of specific actions to be undertaken for each measure and no later than 1 June 2004 for the first year and by 1 April for the following years. They shall be paid into an account in the name of the public Treasury, which will be communicated to the Delegation of the Commission in Mauritius after the entry into force of this Protocol.

4. The amount mentioned under point (b) of paragraph 2 shall be made available to the Mauritian Ministry responsible for fisheries and paid as it is used to the bank accounts of the Mauritian competent authorities.

5. The Mauritian Ministry responsible for fisheries shall transmit a detailed annual report on the implementation of these measures and the results achieved to the Delegation of the Commission in Mauritius, no later than three months after the anniversary date of the protocol. The Commission reserves the right to request additional information on these results from the Mauritian authority responsible for fisheries and to review the payments concerned in the light of the actual implementation of the measures.

Article 4

Should the European Community fail to make any of the payments specified in Articles 2 and 3 in due time, Mauritius may suspend the application of this Protocol.

Article 5

Where severe circumstances not attributable to natural phenomena prevent fishing activities in Mauritius' fishing zone, the European Community may suspend payment of the financial contribution following prior consultations, where possible, between the two Parties in the framework of the Joint Committee provided for in Article 8 of the Agreement.

Payment of the financial contribution shall recommence once the situation returns to normal and following consultation between the two Parties in the framework of the Joint Committee provided for in Article 8 of the Agreement, confirming that the situation is likely to allow a return to normal fishing activities.

The validity of the licences granted to Community vessels under Article 4 of the Agreement shall be extended by a period equal to that during which fishing activities were suspended.

Article 6

The Annex to the Agreement between the European Economic Community and the Government of Mauritius on fishing in Mauritian waters is hereby repealed and replaced by the Annex to this Protocol.

Article 7

This Protocol and the Annex thereto shall enter into force on the date of its signature.

It shall apply from 3 December 2003.

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 shall present to the Mauritian authority via the Delegation of the European Commission in Mauritius an application, made by the ship-owner, 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 attached as Appendix 1.
- (b) Every licence shall be issued to the ship-owner for one designated vessel. At the request of the Commission 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 Delegation of the Commission in Mauritius.
- (d) The licence document must be held on board at all times. However, on receipt of the notification of the advance payment sent by the Commission to the Mauritian authority, the vessel will be included on a list, to be notified to the Mauritian fisheries control authorities. Whilst awaiting receipt of the licence document, a fax copy of this licence document may be obtained and shall be kept on board, which will authorise the vessel to fish, pending delivery on board of the licence document.
- (e) The Mauritian authority shall communicate before the date of entry into force of the Protocol the arrangements for payments of the licence fees, and in particular the details of the bank account and the currency to be used.
- (f) Ship-owners shall nominate and appoint an agent who shall be resident in Mauritius and whose powers shall include representation of the ship-owners in any legal process. The ship-owners shall notify to the Mauritian authorities the name and address of his agent.

2. Validity of licences and payment of fees**1. Advance payments**

For tuna seiners and surface long-liners, licences shall be valid for a period of one year. They are renewable.

The fee shall be set at EUR 25 per tonne caught in the waters of Mauritius.

For tuna seiners, licences shall be issued on advance payment of an annual sum of EUR 2 000 per tuna seiner, equivalent to the fees for 80 tonnes of annual catches within the waters of Mauritius.

For surface long-liners, licences shall be issued on advance payment to Mauritius of an annual sum of EUR 1 550 for surface long-liner of more than 150 GRT and EUR 1 100 for surface long-liners of 150 GRT or less. These amounts correspond respectively to the fees due for 62 tonnes and for 44 tonnes of annual catches in Mauritian waters.

For vessels fishing by line, licences shall be valid for three, six or twelve months. The fee shall be fixed in relation to the GRT as follows: EUR 80 per year per GRT *pro rata temporis*.

2. Final statement

For tuna seiners and surface long-liners, a final statement of the fees due for the fishing year shall be drawn up by the European Commission at the end of each calendar year on the basis of the catch statements made by the ship-owners and confirmed by the scientific institutes competent for verifying catch statistics such as IRD (Office for Research and Development), IFREMER (Institut Français de Recherche et d'Exploitation de la Mer), IEO (Spanish Oceanographic Institute), IPIMAR (Instituto Nacional das Pescas e do Mar) or any international fishing organisation in the Indian Ocean, as may be designated by the Mauritian authority.

The statement shall be notified to the Mauritian authorities not later than 15 March of the following year. The Mauritian authority shall react within 30 days after this notification. The statement shall then be notified to the ship-owners.

The ship-owners shall meet their financial obligations within 30 days of the receipt of the statement.

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 ship-owner.

3. Transshipment

Vessels may tranship their catches in Mauritius according to their interests.

All transshipments taking place in Mauritian ports shall be notified to the authorities of Mauritius 48 hours in advance.

4. Declarations of catches

Vessels authorised to fish in the waters of Mauritius under the Agreement shall notify their catch statistics to the Mauritian authority, with a copy for the Delegation of the Commission in Mauritius, in accordance with the following procedure.

Tuna seiners shall complete a fishing logbook corresponding to the specimen in Appendix 2. Surface long-liners shall complete a fishing logbook corresponding to the specimen in Appendix 3. Vessels fishing by line shall complete a fishing logbook corresponding to the specimen in Appendix 4.

Fishing logbooks must be completed legibly and be signed by the master of the vessel or by the representative of the ship-owner's association. In addition, they must be completed by all vessels which have obtained a licence, even if they have not fished.

The fishing logbooks shall be forwarded to the Mauritian authority not later than 45 days after each fishing campaign.

5. Communication

Vessels above 50 GRT shall communicate, at least one hour before entering and/or leaving Mauritian waters, and every three days, while fishing in Mauritian waters, to a radio station (the name, call sign and frequency of which shall be specified in the licence) or by fax (No 230-208-1929) or by e-mail (fish@intnet.mu), their position and the volume of catches on board.

6. Observers

Any vessel above 50 GRT shall, at the request of the authorities of Mauritius, take on board an observer designated by these authorities. The observer shall have all facilities necessary for the performance of his duties, as set out below, including access to places and documents. He must not be present for longer than the time required to fulfil his duties. He shall be granted officer status while on board.

He shall be provided with suitable food and accommodation while on board. The salary and social contributions of the observer shall be borne by the authorities of Mauritius.

The embarkation port as well as the conditions governing his embarkation shall be fixed by common agreement between the ship-owner or his agent and the authorities of Mauritius.

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 ship-owner's expense.

The ship-owner shall, via his agent, make a payment of EUR 14 to the Mauritian government of each day spent by an observer on board a vessel in the Mauritius' fishing zone.

Once on board the observer shall:

- observe the fishing activities of the vessels,
- verify the position of vessels engaged in fishing operations,
- note the fishing gear used,

- verify the catch data for Mauritius' fishing zone recorded in the logbook,
- draw an activity report to be transmitted to the Mauritian authority.

While on board, the observer:

- must take all appropriate steps to ensure that the conditions under which he is taken on board and his presence on board do not interrupt or hamper fishing activities,
- must respect the material and equipment on board and the confidentiality of all documents belonging to the vessel.

7. Inspection

Vessels shall also allow on board and assist in the accomplishment of their duties, any other Mauritian official responsible for inspection and monitoring.

8. Employment of seamen

10 Mauritian seamen shall embark on the EC fleet.

For local seamen embarked to EC vessels, an employment contract shall be established between the owner of the vessel or his agent and the seaman and/or his labour union or his representative in liaison with the competent authorities of Mauritius. These contracts shall guarantee to the seamen the benefit of their social security regime, including a life, health and accident insurance. The local seamen remuneration conditions cannot be inferior of those applicable to the local crews and in any case not inferior to the ILO standards.

Copy of the contract shall be given to the signatories thereof and to the authorities of Mauritius.

In case the employment contract is established with a vessel owner's agent, it shall specify the name of the owner of the vessel and the flag State.

The owner of the vessel shall guarantee to the local seamen embarked life and work conditions aboard similar to those that the EC seamen benefit.

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

9. Fishing zones

To avoid any adverse effect to small-scale fisheries in Mauritius, fishing by Community tuna seiners and surface long-liners shall not be authorised within a distance of 15 nautical miles measured from the baseline nor within a three nautical miles radius around any fish-aggregating device placed by Mauritius, the geographical position of which shall be communicated to the ship-owners representatives or agents.

Vessels fishing by line are only authorised to fish in their traditional grounds, namely Soudan Bank and East Soudan Bank.

10. Supply to the tuna canning industry

Community tuna vessels 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 ship-owners and the owners of the Mauritian tuna canning industry.

11. Sanctions

Notwithstanding any sanction provided for in Mauritian law, failure to observe any of the conditions of the Protocol and this Annex or any relevant Mauritian legislation may be dealt with by suspension, revocation or non-renewal of the fishing licences of the vessel in question. Before taking any of these sanctions, the Mauritian authorities shall give due regard to the gravity of the failure and apply the principle of proportionality. Suspension or revocation of a fishing licence shall be regarded as *force majeure* for the purpose of paragraph 1(b).

The Delegation of the Commission and the ship-owner's agent in Mauritius shall be notified in writing within 24 hours of any suspension, revocation or non-renewal of a licence with a brief report of the relevant facts.

12. Procedure in case of boarding

1. Transmission of information

The Mauritian authority responsible for fisheries shall inform the Delegation of the Commission in Mauritius and the flag State in writing, within 48 hours, of the boarding of any fishing vessel flying the flag of a Member State of the Community fishing under the Fisheries Agreement in Mauritius's fishing zone and shall transmit a brief report of the circumstances and reasons leading to such boarding. The Delegation and the flag State shall be kept informed of any proceedings initiated and penalties imposed.

2. Settlement of boarding

In accordance with the law on fisheries and the relevant regulations, infringements may be settled:

- (a) either by composition, in which case the amount of the fine shall be determined in accordance with the Mauritian legislation laying down minimum and maximum figures;
- (b) or by legal proceedings, if no composition is possible, in accordance with the Mauritian law.

3. The vessel shall be released and its crew authorised to leave the port:

- (a) either as soon as the obligation imposed by the composition procedure have been completed on presentation of the receipt for the settlement, or
 - (b) on presentation of proof that a bank security has been lodged, pending completion of the legal proceedings.
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Appendix 1

APPLICATION FOR A FOREIGN FISHING VESSEL LICENCE

Name of applicant:

Address of applicant:

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

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Name and address of agent in Mauritius:

.....

Name of vessel:

Type of vessel:

Country of registry:

Port and registration number:

Fishing vessel external identification:

Radio call sign and frequency:

Fax number of vessel:

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:

Fishing method

	Long-line
	Purse seiner
	Trawling
	Other

[illegible]

Appendix 3

STATEMENT OF CATCH FOR SURFACE LONG-LINERS

Name of vessel:

Skipper's name:

Date of setting: ____/____/____

Start of trip: ____/____/____/

at: ____

Trip number:

Setting number:

Wind direction:	Force: _____ (Beaufort)
Sea conditions: _____	Swell: _____
Surface temperature: ____ °C	Current: speed: _____ Direction: _____
Moon: New moon + ____ days	Moon rises:
	0 to 24 hours
	Moon sets:

SETTING DETAILS

Start time: _____ Finishing time: _____

Section	Position	Heading	Speed	Remarks
Depart: radio buoy number 1				
Radio buoy number 2				
Radio buoy number 3				
Radio buoy number 4				
Radio buoy number 5				
Radio buoy number 6				
Radio buoy number 7				

Number of hooks:			
Length:	Buoy lines:	Branch lines:	
Length of line:			
Recorded depth of the line (sounder):			
Bait:	Shrimp: _____ %	Mackerel: _____ %	_____: _____ %

DETAILS OF CATCH

	Time (0 - 24 H)		Latitude			Longitude		
Start of turn								
End of turn								

Species	Number	Estimated unit weight	Total weight	Number of fish eaten
Swordfish (*)				
Yellowfin (**)				
Bigeye (**)				
Marlin (**)				
Sailfish (*)				
Seabream				
Shark				
Other (give details)				
Total weight				

Total weight of catch landed
(weighed)

(*) VDK.
(**) with head, gilled.
State the type of weight used (VAT, VDK, WHOLE) if different from that specified.

Appendix 4

FISHERY BY LINE

Name of vessel:					Engine power:				Month	Year	
Nationality (flag):					Gross tonnage:				Fishing method:		
									Port of landing:		
Date	Fishing area		Number of hours	Number of hours fishing	Fish species						Total
	Longitude	Latitude									
1/											
2/											
3/											
4/											
5/											
6/											
7/											
8/											
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TOTAL											