



EUROPEAN COMMISSION

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Proposal for a

**COUNCIL DECISION**

**on the conclusion of a new Fishery Partnership Agreement and of a new Protocol setting out the fishing opportunities and the financial contribution provided for by the Fisheries Partnership Agreement between the European Union and the Republic of Mauritius**

## EXPLANATORY MEMORANDUM

### **1. CONTEXT OF THE PROPOSAL**

On the basis of relevant Council mandate<sup>1</sup>, the Commission on behalf of the European Union negotiated with the Republic of Mauritius in view of initialling a new Fisheries Partnership Agreement and Protocol between the European Union and the Republic of Mauritius. Following these negotiations, a new Fishery Partnership Agreement and a new Protocol were initialled on 23 February 2012.

The new agreement covers a period of six years from the date of signature and it is tacitly renewable for successive periods of three years.

The overall objective is to strengthen cooperation between the EU and the Republic of Mauritius for the establishment of a partnership framework for the development of a sustainable fisheries policy and responsible exploitation of fisheries resources Mauritian fishing zone, in the interest of both parties.

The protocol covers a period of 3 years. The new protocol provides fishing opportunities for 86 tuna vessels (41 purse seiners and 45 long-liners).

### **2. RESULTS OF CONSULTATIONS WITH THE INTERESTED PARTIES AND IMPACT ASSESSMENTS**

Member States were consulted as part of technical meetings and in the framework of the Fisheries Working Group of the Council. These consultations concluded in the interest of concluding a Fisheries Partnership Agreement and protocol with Mauritius. The Commission relied, inter alia, the results of an evaluation carried out by external experts which was finalized in November 2011.

### **3. LEGAL ELEMENTS OF THE PROPOSAL**

This procedure is started in parallel with the procedures regarding, on one hand, the Council Decision on the signing, on behalf of the Union, of the new Fishery Partnership Agreement and Protocol setting out the fishing opportunities and the financial contribution provided for by the Fishery Partnership Agreement between the European Union and the Republic of Mauritius, and, on the other hand, the Council Regulation on the allocation of fishing opportunities under the said Protocol.

### **4. BUDGETARY IMPLICATION**

The new Protocol provides for a total financial contribution of EUR 1 980 000 for the whole period. This amount corresponds to: a) EUR 357 500 per year equivalent to an annual reference tonnage of 5 500 tonnes, and b) EUR 302 500 per year, corresponding to the additional envelop paid by the Union to support Mauritius fisheries and maritime policy.

The annual financial contribution paid by the budget of the Union is therefore 660 000 EUR.

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<sup>1</sup> Council Decision n° 15921/2011 of 23.01.2012.

Proposal for a

## COUNCIL DECISION

**on the conclusion of a new Fishery Partnership Agreement and of a new Protocol setting out the fishing opportunities and the financial contribution provided for by the Fisheries Partnership Agreement between the European Union and the Republic of Mauritius**

THE COUNCIL OF THE EUROPEAN UNION,

Having regard to the Treaty on the Functioning of the European Union, and in particular Article 43, paragraph 2, in conjunction with Article 218, paragraph 6 a) thereof,

Having regard to the proposal from the European Commission,

Having regard to the consent of the European Parliament,<sup>2</sup>

Whereas:

- (1) The Union negotiated with Mauritius a new Fishery Partnership Agreement and a new Protocol to that Fisheries Partnership Agreement, providing Union vessels with fishing opportunities in the waters over which Mauritius have sovereignty or jurisdiction in respect of fisheries,
- (2) As a result of these negotiations, a new Agreement and a new Protocol were initialled on 23 February 2012,
- (3) On the basis of Council Decision 2012/XXX of [...]<sup>3</sup>, this new Agreement and Protocol have been signed,
- (4) The Agreement and the Protocol should be concluded,

HAS ADOPTED THIS DECISION:

### *Article 1*

The Fisheries Partnership Agreement between the European Union and the Republic of Mauritius is hereby approved<sup>4</sup> on behalf of the Union.

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<sup>2</sup> OJ C ....., p. ....

<sup>3</sup> OJ C ....., p. ....

<sup>4</sup> The text of the Protocol has been published in OJ ...\*\* together with the decision on signature.

\*\* OJ: Please insert the reference to OJ for doc st ...../10.

## *Article 2*

The Protocol to the Fisheries Partnership Agreement between the European Union and the Republic of Mauritius is hereby approved<sup>5</sup> on behalf of the Union.

## *Article 3*

The President of the Council shall designate the person(s) empowered to proceed, on behalf of the Union, to the notifications provided for in Article 17 of the Fishery Partnership Agreement and Article 15 of the Protocol, in order to express the consent of the Union to be bound by the Fishery Partnership Agreement and by the Protocol<sup>6</sup>.

## *Article 4*

This Decision shall enter into force on the day following that of its publication in the *Official Journal of the European Union*.

Done at Brussels,

*For the Council  
The President*

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<sup>5</sup> The text of the Protocol has been published in OJ ...\*\* together with the decision on signature.

\*\* OJ: Please insert the reference to OJ for doc st ...../10.

<sup>6</sup> The date of entry into force of the Agreement will be published in the *Official Journal of the European Union* by the General Secretariat of the Council.

## **FISHERIES PARTNERSHIP AGREEMENT**

### **between the European Union and the Republic of Mauritius**

THE EUROPEAN UNION, hereinafter referred to as "the Union", and

THE REPUBLIC OF MAURITIUS, hereinafter referred to as "Mauritius", both hereinafter referred to as "the Parties",

CONSIDERING the close working relationship between the Union and Mauritius, particularly in the context of the Cotonou Agreement, and their mutual desire to intensify that relationship,

CONSIDERING the desire of the two Parties to promote the sustainable exploitation of fisheries resources by means of cooperation,

HAVING REGARD TO the United Nations Convention on the Law of the Sea,

RECOGNISING that Mauritius exercises its sovereign rights or jurisdiction over a zone extending up to 200 nautical miles from the baseline in accordance with the United Nations Convention on the Law of the Sea,

DETERMINED to apply the decisions and recommendations taken by the relevant regional organisations of which the Parties are members,

AWARE of the importance of the principles established by the Code of Conduct for Responsible Fisheries adopted at the Food and Agriculture Organisation (FAO) Conference in 1995,

DETERMINED to cooperate, in their mutual interest, in promoting the introduction of responsible fisheries to ensure the long-term conservation and sustainable exploitation of marine living resources,

CONVINCED that such cooperation must take the form of initiatives and measures which, whether taken jointly or separately, are complementary and ensure consistent policies and synergy of effort,

DECIDED, for the purposes of such cooperation, that the Parties shall establish the dialogue needed to implement the fishing policies of Mauritius by involving civil society operators,

DESIROUS of establishing terms and conditions governing the fishing activities of Union vessels in Mauritian waters and Union support for responsible fishing in those waters,

RESOLVED to pursue closer economic cooperation in the fishing industry and related activities by promoting cooperation between companies from both Parties,

HEREBY AGREE AS FOLLOWS:

*Article 1 - Definitions*

For the purposes of this Agreement :

- (a) "Mauritian authorities" means the Ministry of Fisheries of the Republic of Mauritius;
- (b) "Union authorities" means the European Commission;
- (c) "fishing vessel" means any vessel used for fishing purposes according to Mauritian law;
- (d) "Union vessel" means a fishing vessel flying the flag of a Member State of the Union and registered in the Union;
- (e) "Joint Committee" means a committee made up of representatives of the Union and Mauritius, as specified in Article 9 of this Agreement;
- (f) "transshipment" means the transfer in the port area of some or all of the catch from one fishing vessel to another vessel;
- (g) "shipowner" means the person legally responsible for a fishing vessel, in its charge and control;
- (h) "ACP seamen" means any seamen who are nationals of a non-European country signatory to the Cotonou Agreement.
- (i) 'FAO' means Food and Agriculture Organisation;

*Article 2 - Scope*

The purpose of this Agreement is to establish the terms and conditions under which vessels registered in and flying the flag of EU (hereinafter referred to as EU vessels) may carry out tuna fishing in the waters over which Mauritius has sovereignty or jurisdiction (hereinafter referred to as 'Mauritius waters') in accordance with the provisions of UNCLOS and other rules of international Law and practises.

This Agreement establishes the principles, rules and procedures governing:

- economic, financial, technical and scientific cooperation in the fisheries sector with a view to promoting responsible fishing in Mauritius' waters in order to guarantee the conservation and sustainable exploitation of fisheries resources and develop Mauritius' fisheries sector;
- cooperation on the arrangements for policing fisheries in Mauritius' waters with a view to ensuring that the above rules and conditions are complied with, that the measures for the conservation and management of fish stocks are effective and that illegal, unreported and unregulated fishing is prevented;

- partnerships between operators aimed at developing economic activities in the fisheries sector and related activities, in the common interest.

*Article 3 – Principles and objectives underlying the implementation of this Agreement*

1. The Parties hereby undertake to promote responsible fishing in Mauritian waters as provided for in FAO's Code of Conduct for Responsible Fishing on the basis of the principles of non-discrimination between the different fleets fishing in those waters.
2. The Parties shall cooperate with a view to monitoring the results of the implementation of the fishing policy adopted by the Mauritian Government and evaluating the measures, programmes and actions carried out on the basis of this Agreement and shall establish, to this end, a political dialogue in the fisheries sector. The results of the evaluations shall be analysed by the Joint Committee referred to in Article 9 of this Agreement.
3. The Parties hereby undertake to ensure that this Agreement is implemented in accordance with the principles of good economic and social governance, respecting the state of fish stocks.
4. The employment of Mauritian seamen on board Union vessels shall be governed by the International Labour Organisation (ILO) Declaration on Fundamental Principles and Rights at Work, which shall apply as of right to the corresponding contracts and general terms of employment. This concerns in particular the freedom of association and the effective recognition of the right to collective bargaining, and the elimination of discrimination in respect of employment and occupation. Non-Mauritian ACP seamen on board Union vessels shall enjoy the same conditions.
5. The Parties shall consult one another prior to adopting any decision that may affect the activities of Union vessels under this Agreement.

*Article 4 – Scientific cooperation*

1. During the period covered by this Agreement, the Union and the Mauritian authorities shall endeavour to monitor the evolution of resources in Mauritius waters
2. The Parties undertake to consult one other, by means of a joint scientific working group or within the international organisations concerned, to ensure the management and conservation of living resources in the Indian Ocean, and to cooperate in the relevant scientific research.
3. The two Parties, on the basis of the consultation referred to in paragraph 2 above, shall consult one other within the Joint Committee provided for in Article 9 and jointly adopt conservation measures for sustainable management of fish stocks affecting the activities of Union's vessels.

*Article 5 – Access by Union vessels to fisheries in Mauritian waters*

1. Mauritius undertakes to authorise Union vessels to engage in fishing activities in its waters in accordance with this Agreement, including the Protocol and Annex thereto.
2. The fishing activities governed by this Agreement shall be subject to the laws and regulations in force in Mauritius. The Mauritian authorities shall notify the Union authorities of any amendments to that legislation.
3. Mauritius undertakes to take all the appropriate steps required for the effective application of the fisheries monitoring provisions in the Protocol. Union vessels shall cooperate with the Mauritian authorities responsible for carrying out such monitoring.
4. The Union undertakes to take all the appropriate steps required to ensure that its vessels comply with this Agreement and the legislation governing fisheries in Mauritius' waters.

*Article 6 – Fishing authorisations*

1. Union vessels may fish in Mauritius' waters only if they are in possession of a fishing authorisation on board, or a copy thereof, issued under this Agreement and the Protocol hereto.
2. The procedure for obtaining a fishing authorisation for a vessel, the fees applicable and the method of payment to be used by shipowners shall be as set out in the Annex to the Protocol.

*Article 7 – Financial contribution*

1. The Union shall grant Mauritius a financial contribution in accordance with the terms and conditions laid down in the Protocol and Annexes to this Agreement. This contribution shall be based on two elements, namely:
  - (a) access by Union vessels to Mauritian waters and fisheries resources, and
  - (b) the Union's financial support for promoting responsible fishing and the sustainable exploitation of fisheries resources in Mauritian waters.
2. The element of the financial contribution referred to in paragraph 1(b) above shall be determined in the light of objectives identified by common accord between the Parties in accordance with the Protocol, to be achieved in the context of the sectoral fisheries policy drawn up by the Mauritian Government and an annual and multiannual programme for its implementation.
3. The financial contribution granted by the Union shall be paid each year in accordance with the Protocol and shall be subject to this Agreement and the Protocol in the event of any change to the amount of the contribution as a result of:



- (a) serious circumstances other than natural phenomena which are such as to prevent fishing activities in Mauritian waters;
- (b) a reduction in the fishing opportunities granted to Union vessels, made by mutual agreement for the purposes of managing the stocks concerned, where this is considered necessary for the conservation and sustainable exploitation of resources on the basis of the best available scientific advice;
- (c) an increase in the fishing opportunities granted to Union vessels, made by mutual agreement between the Parties where the best available scientific advice concurs that the state of resources so permits;
- (d) a reassessment of the terms of financial support for implementing a sectoral fisheries policy in Mauritius, where this is warranted by the results of the annual and multiannual programming observed by both Parties;
- (e) termination of this Agreement under Article 12;
- (f) suspension of the application of this Agreement under Article 13.

*Article 8 – Promoting cooperation among economic operators and civil society*

1. The Parties shall encourage economic, scientific and technical cooperation in the fisheries sector and related sectors. They shall consult one another with a view to coordinating the different measures that might be taken to this end.
2. The Parties undertake to promote the exchange of information on fishing techniques and gear, preservation methods and the industrial processing of fisheries products.
3. The Parties shall endeavour, when appropriate, to create conditions favourable to the promotion of relations between their enterprises in the technical, economic and commercial spheres, by encouraging the establishment of an environment favourable to the development of business and investment.
4. The Parties undertake to implement a plan and actions between Mauritian and Union operators aimed at promoting fish landing from Union vessels in Mauritius.
5. The Parties shall encourage, when appropriate, the setting-up of joint enterprises in their mutual interest which shall systematically comply with Mauritian and Union legislation.

*Article 9 – Joint Committee*

1. A Joint Committee shall be set up to monitor the application of this Agreement. The Joint Committee shall perform the following functions:
  - (a) monitoring the performance, interpretation and application of this Agreement and, in particular, the definition of the annual and multiannual programming referred to in Article 7(2) and evaluation of its implementation;

- (b) providing the necessary liaison for matters of mutual interest relating to fisheries;
  - (c) acting as a forum for the amicable settlement of any disputes regarding the interpretation or application of the Agreement;
  - (d) reassessing, where necessary, the level of fishing opportunities and, consequently, of the financial contribution;
  - (e) any other function which the Parties decide on by mutual agreement.
2. The Joint Committee shall exercise its functions with regard to the results of consultation at scientific level referred to in Article 4 of the Agreement.
  3. The Joint Committee shall meet at least once a year, alternately in Mauritius and in the Union, and shall be chaired by the Party hosting the meeting. It shall hold a special meeting at the request of either Party.

#### *Article 10 – Geographical area to which the Agreement applies*

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

#### *Article 11 - Duration*

This Agreement shall apply for six (6) years from the date of its entry into force; it shall be tacitly renewed for additional periods of three (3) years, unless notice of termination is given in accordance with Article 12.

#### *Article 12 - Termination*

1. Application of this Agreement may be terminated by one of the Parties in the event of serious circumstances, other than natural phenomena, which are beyond the reasonable control of one of the Parties and are such as to prevent fishing activities in Mauritian waters. This Agreement may also be terminated by either Party in the event of degradation of the stocks concerned, the discovery of a reduced level of exploitation of the fishing opportunities granted to Union vessels, or failure to comply with undertakings made by the Parties with regard to combating illegal, unreported and unregulated fishing.
2. The Party concerned shall notify the other Party in writing of its intention to withdraw from the Agreement at least six months before the date of expiry of the initial period or each additional period.
3. Dispatch of the notification referred to in the previous paragraph shall open consultations by the Parties.

4. Payment of the financial contribution referred to in Article 7 for the year in which the termination takes effect shall be reduced proportionately and pro rata temporis.

#### *Article 13 - Suspension*

1. Application of this Agreement may be suspended at the initiative of one of the Parties in the event of a serious disagreement as to the application of provisions laid down in the Agreement. Suspension of application of the Agreement shall require the interested Party to notify its intention in writing at least three months before the date on which suspension is due to take effect. On receipt of this notification, the Parties shall enter into consultations with a view to resolving their differences amicably.
2. Payment of the financial contribution referred to in Article 7 shall be reduced proportionately and pro rata temporis, according to the duration of the suspension.

#### *Article 14 – Protocol and Annex*

The Protocol, the Annex and Appendices hereto shall form an integral part of this Agreement.

#### *Article 15 – National law*

The activities of Union vessels operating in Mauritian waters shall be governed by the applicable law in Mauritius, unless otherwise provided in the Agreement or its Protocol, Annex and Appendices hereto.

#### *Article 16 - Repeal*

On the date of its entry into force, this Agreement repeals and replaces the Agreement between the European Union and the Government of the Republic of Mauritius on fishing off the coast of Mauritius which entered into force on 1/12/1990.

#### *Article 17 – Entry into force*

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

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

## PROTOCOL

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

#### *Article 1*

##### *Period of application and fishing opportunities*

1. For a period of three (3) years, the fishing opportunities granted under Article 5 of the Fisheries Partnership Agreement shall be as follows:  
  
Highly migratory species (species listed in Annexe 1 to the 1982 United Nations Convention on the Law of the Sea)
  - a. 41 ocean-going tuna seiners, and
  - b. 45 surface long liners.
2. Paragraph 1 of Article 1 shall apply subject to Articles 5 and 6 of this Protocol.
3. Under Article 6 of the Fisheries Partnership Agreement, and Article 7 of this Protocol, vessels flying the flag of a Member State of the European Union may engage in fishing activities in Mauritius' waters only if they are in possession of a fishing authorisation issued under this Protocol in accordance with the Annex hereto.

#### *Article 2*

##### *Financial contribution - Methods of payment*

1. For the period referred to in Article 1, the total financial contribution referred to in Article 7 of the Fisheries Partnership Agreement shall be EUR 1 980 000 for the whole duration of this Protocol.
2. This total financial contribution shall comprise:
  - a. an annual amount for access to Mauritius' waters of EUR 357 500 equivalent to a reference tonnage of 5 500 tonnes per year, and
  - b. a specific amount of EUR 302 500 per year for the support and implementation of Mauritian sectoral fisheries policy and maritime policy.
3. Paragraph 1 of Article 2 shall apply subject to Articles 3, 4, 5, and 6 of this Protocol.
4. The European Union shall pay the total amount referred in paragraph 2 (a) and 2 (b) of Article 2 (i.e. EUR 660 000 per year) each year during the period of application of this Protocol. Payment shall be made no later than sixty (60) days after this Protocol's entry into force for the first year, and no later than the anniversary date of this Protocol for the following years.
5. If the overall quantity of catches of tuna by European Union vessels in Mauritius' waters exceeds 5 500 tonnes per year, the amount of the annual financial contribution

for access rights shall be increased by EUR 65 for each additional tonne caught. However, the total annual amount paid by the European Union shall not be more than twice the amount indicated in paragraph 2 (a) of Article 2 (EUR 715 000). Where the quantities caught by European Union vessels in the Mauritius' waters exceed the quantities corresponding to twice the total annual amount, the amount due for the quantity exceeding that limit shall be paid the following year in line with the provisions of the Annex.

6. Mauritius shall have full discretion regarding the use of the financial contribution specified in paragraph 2 (a) of Article 2.
7. The financial contribution shall be paid into a single Public Treasury account in Mauritius opened with the Central Bank of Mauritius. The account number shall be provided by the Mauritius authorities.

### *Article 3*

#### *Promoting responsible fishing and sustainable fisheries in Mauritius' waters*

1. As soon as this Protocol enters into force and no later than three months after that date, the European Union and Mauritius shall agree, within the Joint Committee provided for in Article 9 of the Fisheries Partnership Agreement, on a multiannual sectoral programme and detailed implementing rules covering, in particular:
  - (a) annual and multiannual guidelines for using the specific amount of the financial contribution referred to in paragraph 2 (b) of Article 2;
  - (b) the objectives, both annual and multiannual, to be achieved with a view to introducing, over time, responsible fishing and sustainable fisheries, taking account of the priorities expressed by Mauritius in its national fisheries and maritime policy, and other policies relating to or having an impact on the promotion of responsible fishing and sustainable fisheries, including marine protected areas;
  - (c) criteria and procedures for evaluating the results obtained each year.
2. Any proposed amendments to the multiannual sectoral programme shall be approved by both Parties within the Joint Committee.
3. Each year, Mauritius may allocate, if necessary, an additional amount to the financial contribution referred to in paragraph 2 (b) of Article 2 with a view to implementing the multiannual programme. This allocation shall be notified to the European Union.

### *Article 4*

#### *Scientific cooperation on responsible fishing*

1. The two Parties hereby undertake to promote responsible fishing in Mauritius' waters based on the principle of non-discrimination between the different fleets fishing in those waters.
2. During the period covered by this Protocol, the European Union and Mauritius shall endeavour to monitor the state of fishery resources in the Mauritius' waters.

3. Both Parties shall endeavour to respect the resolutions, recommendations and, when appropriate, the relevant management plans adopted by the Indian Ocean Tuna Commission (IOTC) regarding conservation and responsible management of fisheries.
4. Based on the recommendations and resolutions taken within the IOTC and the best available scientific advice and, where appropriate, the results of the joint scientific meeting provided for by Article 4 of the Fisheries Partnership Agreement, the two Parties may consult each other within the Joint Committee provided for in Article 9 of the Fisheries Partnership Agreement and, where necessary, agree on the measures to ensure sustainable management of Mauritius' fisheries resources.

#### *Article 5*

#### *Adjustment of fishing opportunities by mutual agreement*

1. The fishing opportunities referred to in Article 1 may be adjusted by mutual agreement insofar as the recommendations and resolutions of IOTC support that such an adjustment will secure the sustainable management of tuna and tuna-like species in the Indian Ocean.
2. In this case the financial contribution referred to in paragraph 2 (a) of Article 2 shall be adjusted proportionately and *pro rata temporis*. However, the total annual amount paid by the European Union shall not be more than twice the figure indicated in paragraph 2 (a) of Article 2,
3. Both Parties shall notify each other in writing of any changes in their respective fisheries policies and legislations.

#### *Article 6*

#### *New fishing opportunities*

1. In the event that European Union fishing vessels become interested in engaging in fisheries not provided for in Article 1 of the Fisheries Partnership Agreement, the Parties shall consult each other before any possible authorisation is granted for any such activities and, where appropriate, agree on the conditions for such fishing including effecting corresponding amendments to this Protocol and the Annex thereto.
2. The Parties should encourage experimental fishing, especially relating to under exploited deep water species, present in Mauritius' waters. To this end, and at the request of one Party, the Parties shall consult each other with a view to determining on a case to case basis, the species, conditions and other relevant parameters.
3. The Parties shall carry out experimental fishing in accordance with parameters that will be agreed by both Parties in an administrative arrangement where appropriate. The authorisations for experimental fishing should be agreed for a maximum period of 6 months.
4. In the event that the Parties consider that experimental campaigns have given positive results, the Government of Mauritius may allocate fishing possibilities of the new species to the European Union fleet until the expiration of this Protocol. The

financial compensation mentioned in paragraph 2 (a) of Article 2 of this Protocol shall consequently be increased. Ship-owners' fees and conditions as provided for in the Annex shall be amended accordingly.

*Article 7*

*Conditions governing fishing activities — Exclusivity clause*

Without prejudice to Article 6 of the Fisheries Partnership agreement, European Union's vessels may fish in Mauritius' waters only if they are in possession of a valid fishing authorisation issued by Mauritius under this Protocol and the Annex hereto.

*Article 8*

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

1. Notwithstanding the provisions laid out in Article 9 of this Protocol, the financial contribution referred to in paragraphs 2 (a) and (b) of Article 2 shall be reviewed or suspended after consultation between the two Parties provided that the European Union has paid in full any amounts due at the time of suspension:
  - a) if exceptional circumstances, other than natural phenomena, prevent fishing activities in Mauritius' waters;
  - b) following significant changes in the policy guidelines of either one of the Parties affecting the relevant provisions of this Protocol;
  - c) if the European Union ascertains a breach of essential and fundamental elements on human rights as laid out by Article 9 of the Cotonou Agreement and following the procedure set out in Articles 8 and 96 thereof. In this case, all fishing activities of the EU vessels shall be suspended.
2. The European Union reserves the right to suspend, totally or partially, the payment of the specific contribution provided for in paragraph 2 (b) of Article 2, where the results of the sectoral policy support obtained are found to be materially inconsistent with the budgeted programming following the evaluation carried out and consultations within the Joint Committee as provided by Article 3 of this Protocol.
3. Payment of the financial contribution and fishing activities may resume once the situation has returned to the status prior to the occurrence of the above mentioned circumstances and if the two Parties agree to do so following consultation.

*Article 9*

*Suspension of the implementation of the Protocol*

1. Implementation of this Protocol shall be suspended at the initiative of either one of the Parties subject to consultations between and agreement of the Parties within the Joint Committee provided for in Article 9 of the Agreement:
  - a) if exceptional circumstances, other than natural phenomena, prevent fishing activities in Mauritius' waters;

- b) in case the European Union fails to make the payments provided for in paragraph 2 (a) of Article 2, for reasons not covered by Article 8 of this Protocol;
  - c) where a dispute arises between the Parties over the interpretation and implementation of this Protocol and its Annex which cannot be settled;
  - d) if either one of the Parties does not respect the provisions laid out by this Protocol and its Annex;
  - e) following significant changes in the policy guidelines of either one of the Parties affecting the relevant provisions of this Protocol;
  - f) if either one of the Parties ascertains a breach of essential and fundamental elements on human rights as laid out by Article 9 of the Cotonou Agreement, and following the procedure set out in Articles 8 and 96 thereof.
  - g) in case of non compliance with the International Labour Organisation Declaration on Fundamental Principles and Rights at Work as provided in Article 3, paragraph 5 of the Fisheries Partnership Agreement.
2. Suspension of implementation of this Protocol shall require the Party concerned to notify its intention in writing at least three months before the date on which the suspension is due to take effect.
  3. In the event of suspension of implementation, the Parties shall continue to consult with a view to finding an amicable settlement to their dispute. Where such settlement is reached, implementation of this Protocol shall resume and the amount of the financial contribution shall be reduced proportionately and *pro rata temporis* according to the period during which implementation of this Protocol was suspended.

*Article 10*  
*National law*

1. The activities of European Union fishing vessels in Mauritius' waters are subject to the laws and regulations of Mauritius unless otherwise provided under this Protocol and the Annex thereof.
2. The authorities of Mauritius shall inform the European Commission of any changes or new legislation regarding the fishery policy.

*Article 11*  
*Confidentiality*

The Parties shall ensure that, at any time, all data relating to EU vessels and their fishing activities in the Mauritius' waters will be treated as confidential. These data are used exclusively for the implementation of the Agreement and for the purposes of fisheries management, monitoring, control and surveillance with the relevant competent authorities.



*Article 12*  
*Electronic exchanges of data*

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

Both Parties will immediately notify any disruption of a computer system impeding such exchanges. In those circumstances, the information and documents related to the implementation of the Agreement shall be automatically replaced by their paper version in the manner defined in the Annex.

*Article 13*

*Duration*

This Protocol and the Annex thereto shall apply for a period of three (3) years from its entry into force, unless notice of termination is given in accordance with Article 14.

*Article 14*  
*Termination*

1. In the event of termination of this Protocol, the Party concerned shall notify the other Party in writing of its intention to terminate it at least six months before the date on which such termination should take effect.
2. Dispatch of the notification referred to in the previous paragraph shall open consultations by the Parties.

*Article 15*  
*Entry into force*

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

## ANNEX

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

#### CHAPTER I

##### **General provisions**

##### **1. Designation of competent authority**

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

- For the EU: the European Commission, where applicable via the EU delegation in Mauritius;
- For Mauritius: the Ministry of Fisheries.

##### **2. Mauritius' waters**

All the provisions of the Protocol and its annexes apply exclusively to Mauritius' waters as indicated in Appendix 2.

##### **3. Bank account**

Mauritius shall notify the EU before the entry into force of the Protocol of the details of the bank account(s) into which the financial sums payable by EU vessels under the Agreement should be paid. The inherent costs linked to bank transfers shall be borne by ship-owners.

#### CHAPTER II

##### **Tuna fishing authorisations**

##### **1. Condition for obtaining a tuna fishing authorisation – eligible vessels**

The tuna fishing authorisations referred to in Article 6 of the Agreement shall be issued on the condition that the vessel is included in the EU register of fishing vessels in the list of authorized fishing vessels of the IOTC and that all previous obligations of the ship-owner, the master, or the vessel itself arising out of fishing activities in Mauritius under the Agreement and the Mauritian fisheries legislation have been met.

##### **2. Application for a fishing authorisation**

The EU shall submit to Mauritius an application for a fishing authorisation in respect of any vessel wishing to fish under the Agreement at least twenty-five (25) working days before the start of the period of validity requested using the form attached to this Annex as Appendix 1. The application must be typed or legibly written in block capitals.

For each initial application for a fishing authorisation on the basis of the Protocol in force, or following a technical change to the vessel concerned, the application shall be accompanied by:

- i. the proof of payment of the advance payment fee for the period of validity of the fishing authorisation requested;
- ii. the name, address and contact of:
  - The owner of the fishing vessel;
  - The operator of the fishing vessel;
- iii. a recent colour photograph of the vessel, showing a lateral view, and at least 15 cm x 10 cm in size;
- iv. the seaworthiness certificate of the vessel;
- v. the registration certificate of the vessel;
- vi. the contact details of the fishing vessel (fax, e-mail, etc.).

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

### **3. Advance payment fee**

The amount of the advance payment fee is set on the basis of the annual rate specified in the technical sheets included in Appendix 2 to this Annex. It shall include all local and national taxes with the exception of port taxes, landing taxes, transshipment taxes and charges for the provision of services.

### **4. Provisional list of vessels authorised to fish**

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

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

### **5. Issue of fishing authorisation**

Fishing authorisations for all vessels shall be issued to ship-owners or their consignee within twenty (20) working days of receiving the full application by the competent authority. A copy of this fishing authorisation shall be sent immediately to the EU Delegation in Mauritius.

### **6. List of vessels authorised to fish**

Once the fishing authorisation is issued, the national body responsible for supervising fishing activities shall draw up immediately for each category of vessel the final list of vessels which are authorised to fish in the Mauritius waters. This list shall be sent immediately to the EU and shall replace the provisional list mentioned above.

## **7. Period of validity of the fishing authorisation**

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

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

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

For the first and for the last year of the Protocol the advance payment fee should be calculated on the *prorata temporis* basis.

## **8. Documents to be carried onboard**

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

- (a) the fishing authorization;
- (b) documents issued by a competent authority of the flag state of such fishing vessel, showing:
  - the number under which the fishing vessel is registered,
  - the vessel certificate of registry;
- (c) up-to-date certified drawings or descriptions of the layout of the fishing vessel and in particular, the number of fish holds of the fishing vessels, with the storage capacity expressed in cubic metres;
- (d) if any modification was made to the characteristics of the fishing vessel with respect to its length overall, its gross registered tonnage, the horsepower of its main engine or engines or its hold capacity, a certificate, certified by a competent authority of the flag state of the fishing vessel, describing the nature of such modification;
- (e) if the fishing vessel is equipped with chilled or refrigerated sea-water tanks, a document certified by a competent authority of the flag state of the vessel indicating the calibration of the tanks in cubic metres;
- (f) a copy of Mauritius Fisheries and Marine Resources Act 2007

## **9. Transfer of fishing authorisation**

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

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

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

Mauritius shall update the list of vessels authorised to fish as soon as possible. The new list shall be sent without delay to the national body responsible for supervising fishing, and to the EU.

### CHAPTER III

#### **Technical measures**

Technical measures applicable to the vessels holding a fishing authorisation, relating to Mauritius waters, fishing gear and additional catch, shall be defined for each fishing category in the technical sheets contained in Appendix 2 to this Annex.

The vessels shall respect the fisheries legislation of Mauritius and all the resolutions adopted by the IOTC (Indian Ocean Tuna Commission).

### CHAPTER IV

#### **Catch reporting**

##### **1. Definition of the fishing trip**

For the purposes of this Annex, the duration of a fishing trip by a EU vessel shall be defined as follows:

- the period elapsing between entering and leaving Mauritius's waters, or
- the period elapsing between entering Mauritius's waters and a transshipment in port and/or a landing in Mauritius.

##### **2. Fishing logbook**

The master of an EU vessel fishing under the Agreement shall keep an IOTC fishing logbook, for which the model for each category of fishing is included in Appendix 3 of this Annex.

The fishing logbook must comply with IOTC resolution 08/04 for longliners and resolution 10/03 for purse seiners.

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

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

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

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

### **3. Catch reporting**

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

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

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

The master shall send a copy of all the fishing logbooks to the EU and the competent authority of the flag State. For tuna-fishing vessels and surface longliners, the master shall also send a copy of all the fishing logbooks to one of the following scientific institutes:

- i. Institut de recherche pour le développement (IRD);
- ii. Instituto Español de Oceanografía (IEO);
- iii. IPIMAR (Instituto Português de InvestigaçãO Maritima);

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

Where the provisions concerning catch reporting are not observed, Mauritius may suspend the fishing authorisation of the vessel concerned until the missing catch report is obtained and

take any action against the ship-owner in accordance with the relevant provisions under the national legislation in force. If the offence is repeated, Mauritius may refuse to renew the fishing authorisation. Mauritius shall inform the EU immediately of any sanction applied in this context.

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

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

The EU shall send this final statement to Mauritius and to the ship-owner before 31 July of the year in progress. Mauritius may contest the final statement, on the basis of documentary proof, within thirty (30) working days of its being sent. In the case of disagreement, the Parties shall consult each other in the Joint Committee. If Mauritius does not object within thirty (30) working days, the final statement shall be considered to be adopted.

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

## **CHAPTER V**

### **Landings and transshipments**

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

The master of an EU vessel wishing to land or to tranship must notify Mauritius, at least 72 hours before landing or transhipment, of the following:

- a. the name of the fishing vessel which must land or tranship and its number in the IOTC record of fishing vessels;
- b. the port of landing or 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);
- e. in the case of transhipment, the name of the receiving vessel;

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

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

The designated fishing port where transshipment operations are permitted in Mauritius is Port Louis (port declared to the IOTC under resolution 10/11 and as per Port State Measures requirements).

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

## CHAPTER VI

### Control

#### 1. Entering and leaving Mauritius' waters

Any entry into or departure from the Mauritius waters of an EU vessel holding a fishing authorisation must be notified to Mauritius within 24 hours prior to entry or exit.

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

- i. the date, time and point of passage scheduled;
- ii. the quantity of each target species held on board, as identified by its FAO alpha 3 code and expressed in kilograms of live weight or, if necessary, the number of individual fish;
- iii. The quantity of each by-catch species as identified by its FAO alpha 3-code and expressed in kilograms of its live weight or, if necessary, the number of individual fish.

Notification shall be given preferably by e-mail or, failing that, by fax, to an e-mail address or a telephone number or a fax number communicated by Mauritius, using the form attached to the Annex as Appendix 4. Mauritius shall confirm receipt thereof immediately by return e-mail or fax.

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

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

Any person infringing this provision shall be liable to the penalties and sanctions provided for in the Fisheries and Marine resources Act 2007.

The entry/exit catch reports must be kept onboard at least for one year from the date of the report transmission.

#### 2. Periodic catch report



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

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

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

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

Any vessel found to be fishing in the Mauritius waters without having notified its three (3) days periodic catch report shall be considered to be an unauthorized fishing vessel. Any person infringing this provision shall be liable to the penalties and sanctions provided for in the Fisheries and Marine resources Act 2007.

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

### **3. Inspection at sea**

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

Before going on board, the authorised inspectors shall warn the EU vessel of their decision to carry out an inspection. The inspection shall be carried out by fisheries inspectors, who must provide proof of their identity and official position as an inspector before carrying out the inspection.

The authorised inspectors shall only stay on board the EU vessel for the time necessary to carry out tasks linked to the inspection. They shall carry out the inspection in a way which minimises the impact on the vessel, its fishing activity and cargo.

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

The authorised inspectors shall give a copy of the inspection report to the master of the EU vessel before leaving the vessel. In case of infringement, a copy of the notification of the infringement shall be transmitted also to the EU as provided in chapter VIII.

#### **4. Inspection in port in case of landing and transhipment**

The inspection in a port of Mauritius of EU vessels which land or tranship their catch from the Mauritius' waters shall be carried out by Mauritian inspectors who are clearly identified as being assigned to carry out fishing checks.

Inspectors must provide proof of their identity and official position as an inspector before carrying out the inspection. The Mauritian inspectors shall only stay on board the EU vessel for the time necessary to carry out the tasks related to the inspection and shall conduct the inspection in such a way as to minimise the impact on the vessel, the landing or transhipment operation and the cargo.

At the end of each inspection, the inspectors shall draw up an inspection report. The master of the EU vessel has the right to include his comments in the inspection report. The inspection report shall be signed by the inspector drawing up the report and the master of the EU vessel.

The Mauritian inspectors shall give a copy of the inspection report to the master of the EU vessel at the end of the inspection.

### **CHAPTER VII**

#### **Satellite monitoring system (VMS)**

##### **1. Vessel position messages – VMS system**

EU vessels holding a fishing authorisation must be equipped with a satellite monitoring system (Vessel Monitoring System – VMS) to enable automatic and continuous communication of their position, every one hour, to the fishing control centre (Fisheries Monitoring Centre – FMC) of their flag state.

Each position message must contain :

- a. the vessel identification;

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

Each position message must be configured in accordance with the format included in Appendix 4 to this Annex.

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

## **2. Transmission by the vessel in the event of breakdown of the VMS system**

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

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

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

## **3. Secure communication of the position messages to Mauritius**

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

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

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

## **4. Malfunction of the communication system**

Mauritius shall ensure the compatibility of its electronic equipment with that of the FMC of the flag state and inform the EU immediately of any malfunction as regards the

communication and receiving of position messages with a view to finding a technical solution as soon as possible. The Joint Committee shall deal with any possible dispute arising.

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

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

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

The FMC of Mauritius shall then immediately notify the Control Centre of the flag State and the European Commission of the end of the inspection procedure;

At the end of the set investigation period, Mauritius shall inform the FMC of the flag state and the EU of any monitoring which is required.

## **CHAPTER VIII**

### **Infringements**

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

#### **1. Treatment of infringements**

Any infringement committed in the Mauritius' waters by an EU vessel holding a fishing authorisation in accordance with the provisions of this Annex must be mentioned in an (inspection) report.

In case of an inspection on board, the signature of the inspection report by the master shall be without prejudice to the ship owner's right of defence in respect of an infringement. Where the master refuses to sign the inspection report, he shall write in the inspection report the reasons of his refusal with the mention "refusal to sign".

For any infringement committed in Mauritius' waters by an EU vessel holding a fishing authorization the notification of the infringement defined and the relevant sanctions imposed on the captain or the fishing company shall be sent directly to the shipowners following the procedures set in the Mauritius Fisheries Law. A copy of the notification shall be sent to the flag state of the vessel and to the EU within 72 hours.

#### **2. Detention of a vessel**

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

Mauritius shall notify the EU within 24 hours of any detention of an EU vessel holding a fishing authorisation. The notification will provide the reasons of the arrest and/or detention.

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

### **3. Penalties for infringements - Compromise procedure**

The penalty for the infringement shall be as provided in the Mauritius legislation in force .

In the event that the ship-owner does not accept the fines, a compromise procedure prior to launching the legal procedures shall be undertaken between the Mauritian authorities and the EU vessel to settle the issue amicably. A representative of the flag state of the vessel may participate in this compromise procedure. The compromise procedure shall finish at the latest 72 hours after the notification of the detention of the vessel.

### **4. Legal proceeding – Bank guarantee**

If the above mentioned compromise procedure fails and the infringement is brought before the competent court, the owner of the vessel which committed the infringement shall deposit a bank guarantee at a bank designated by Mauritius, the amount of which, as set by Mauritius, covers the costs linked to the detention of the vessel, the estimated fine and any compensation. The bank guarantee may not be recovered until the legal proceedings have been concluded.

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

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

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

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

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

## CHAPTER IX

## **Signing-on of seamen**

### **1. Number of seamen to sign on**

During their activities in Mauritius' waters, Ten (10) Mauritian qualified seamen shall embark the EU fleet. The owners of EU vessels shall endeavour to sign on additional Mauritian seamen.

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 Mauritius' waters. In case the fishing campaign lasts less than one month, ship-owners shall be required to pay the sum corresponding to one month's salary.

### **2. Seamen's contracts**

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

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

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

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

### **3. Seamen's wages**

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

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

### **4. Seamen's obligations**

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

## **CHAPTER X**

### **1. Observation of fishing activities**

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

## **2. Designated vessels and observers**

Mauritius authorities shall draw a list of vessels designated to take an observer on board. This list shall be kept up to date. It shall be forwarded to the European Commission as soon as it has been drawn up.

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

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

## **3. Observer's salary**

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

## **4. Embarkation conditions**

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

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

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

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

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

## **5. Embarkation and landing of observers**

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

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

If the observer does not arrive to embark within 12 hours of the date and time set, the ship-owner shall be automatically discharged from its obligation to allow the observer to embark.

It shall be free to leave the port and start fishing operations.

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

## **6. Observer's obligations**

Whilst they are on board observers shall:

- a. take all appropriate measures so as not to interrupt or hinder fishing operations;
- b. respect on-board property and equipment;
- c. respect the confidential nature of any document belonging to the vessel.

The observers shall communicate observations by radio, fax or e-mail at least once a week while the vessel is fishing in the Mauritius' waters, including the quantity of catches and by-catches on board and any other duties as required by the authority.

## **7. Observer's report**

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

The observer shall send his report to Mauritius, which shall send a copy of it to the EU within fifteen (15) working days of the disembarkation of the observer.



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**Appendices to this Annex**

1. Appendix I - Application form for a fishing authorisation
2. Appendix 2 – Technical sheets
3. Appendix 3 – Fishing logbook
4. Appendix 4 – Format of VMS message position
5. Appendix 5 – Catch report forms

**Appendix 1**

**APPLICATION FOR A FOREIGN FISHING VESSEL LICENCE**

Name of applicant : .....

Address of applicant : .....

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

Name and address of agent in Mauritius: .....

Name of vessel : .....

Type of vessel : .....

Country of registry : .....

Port and registration number : .....

Fishing vessel external identification : .....

Radio call sign and frequency : .....

Fax number of vessel .....

Length of vessel : .....

Width of vessel : .....

Engine type and power : .....

Gross registered tonnage of vessel : .....

Net registered tonnage of vessel : .....

Minimum crew complement : .....

Type of fishing practised : .....

Proposed species of fish :

Period of validity requested : .....

I certify that the above particulars are correct.

Date : ..... Signature :

## Appendix 2

### TECHNICAL SHEET : TUNA SEINERS AND SURFACE LONGLINERS

<b>1. Mauritius' waters:</b>	
<ul style="list-style-type: none"><li>• Beyond fifteen (15) nautical miles from the base lines with the view to avoid adverse effects to small-scale artisanal fisheries in Mauritius.</li></ul>	
<b>2. Authorised gear:</b>	
<ul style="list-style-type: none"><li>• Seine</li><li>• Surface longliner</li></ul>	
<b>3. By-catches:</b>	
<ul style="list-style-type: none"><li>• Compliance with IOTC Resolutions</li></ul>	
<b>4. Authorised tonnage/Fees:</b>	
Number of vessels authorised to fish	<ul style="list-style-type: none"><li>• Ocean-going tuna seiner vessels : 41</li><li>• surface longliner vessels : 45</li></ul>
Annual advance payment fee:	<ul style="list-style-type: none"><li>• 3 710 EUR per ocean-going tuna seiner vessel, for 106 tonnes of catch of highly migratory and associated species</li><li>• 3 150 EUR per surface longliner vessel &gt; 100 GT, for 90 tonnes of catch of highly migratory and associated species</li><li>• 1 750 EUR per surface longliner vessel &lt; 100 GT, for 50 tonnes of catch of highly migratory and associated species</li></ul>
Additional fee:	35 EUR per tonne caught
<b>5. Mauritius seamen</b>	
<ul style="list-style-type: none"><li>• 10 seamen or payment of a compensation (ref. Chapter IX of Aneexe)</li><li>•</li></ul>	

**Appendix 3** – Fishing logbook (IOTC forms)

**Appendix 4** – Format of VMS message position

**COMMUNICATION OF VMS MESSAGES  
POSITION REPORT**

<b>Data Element</b>	<b>Code</b>	<b>Mandatory/ Optional</b>	<b>Content</b>
Start record	SR	M	System detail – indicates start of record
Addressee	AD	M	Message detail – addressee. Alpha-3 ISO country code
From	FR	M	Message detail – sender. Alpha-3 ISO country code
Flag State	FS	O	Message detail – flag state
Type of message	TM	M	Message detail – message type [ENT, POS, EXI]
Radio call sign	RC	M	Vessel detail – international radio call sign of vessel
Contracting Party internal reference number	IR	O	Vessel detail – unique Contracting Party number (flag State ISO3 code followed by number)
External registration number	XR	M	Vessel detail – number marked on side of vessel
Latitude	LA	M	Vessel position detail – position in degrees and minutes N/S DDMM (WGS84)
Longitude	LO	M	Vessel position detail – position in degrees and minutes E/W DDMM (WGS84)
Course	CO	M	Vessel course 360° scale
Speed	SP	M	Vessel speed in tenths of knots
Date	DA	M	Vessel position detail – date of record of UTC position (YYYYMMDD)
Time	TI	M	Vessel position detail – time of record of UTC position (HHMM)
End record	ER	M	System detail - indicates end of record

M = mandatory data element

O = optional data element

Each data transmission is structured as follows:

1. characters are accorded to the ISO 8859.1 norm
2. a double slash (//) and field code SR indicate the start of the message
  3. each data element is identified by its code and separated from the other data elements by a double slash (//)
  4. a single slash (/) separates the field code and the data
  5. the ER code followed by a double slash (//) indicates the end of the message
  6. the optional data elements must be inserted between the start and the end of the message

**Appendix 5** – Catch report form

Statement of catch form for tuna seiners / Fiche de déclaration de captures pour thoniers senneurs

DEPART / SALIDA / DEPARTURE				ARRIVEE / LLEGADA / ARRIVAL						NAVIRE / BARCO / VESSEL				PATRON / PATRON / MASTER				FEUILLE									
PORT / PUERTO / PORT DATE / FECHA / DATE HEURE / HORA / HOUR LOCH / CORREDERA / LOCH				PORT / PUERTO / PORT  DATE / FECHA / DATE HEURE / HORA / HOUR LOCH / CORREDERA / LOCH														HOJA / SHEET N°									
DATE FECHA DATE	POSITION (chaque calée ou midi)  POSICION (cada lance o mediadia)  POSITION (each set or midday)	CALEE				CAPTURE ESTIMEE												ASSOCIATION ASOCIACION				COMMENTAIRES				COURANT	
		1 ALBACORE  RABIL YELLOWFIN	2 LISTAO  LISTADO		3 PATUDO PATUDO BIGEYE		AUTRE ESPECIE préciser le/les nom(s)		OTRA ESPECIE dar el/los nombre(s)		OTHER SPECIES give name(s)		REJETS préciser le/les nom(s)		DESCARTES dar el/los nombre(s)		DISCARDS give name(s)		Route/Recherche, problèmes divers,  type d'épave (naturelle/artificielle,  balisée, bateau), prise accessoire, taille  du banc, autres associations, ...  Ruta/Busca, problemas varios, tipo de  objeto (natural/artificial, con baliza,  barco), captura accesoria, talla del  banco, otras asociaciones, ...								
		Taille Talla Size	Capture Captura	Taille Talla Size	Capture Captura	Taille Talla Size	Capture Captura	Nom Nombre Name	Taille Talla Size	Capture Captura	Nom Nombre Name	Taille Talla Size	Capture Captura	Nom Nombre Name	Taille Talla Size	Capture Captura											
Une calée par ligne / Uno lance cada línea / One set by line																											

SIGNATURE DATE

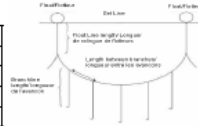
### Logbook for Tuna Longliners

Vessel Information	
Flag Country:	
Company Name:	
Vessel Name:	
Official Number:	Vessel Size:
Call Sign:	Gross Tonnage, GT (MT):
License Number:	Overall length, LOA (m):

Cruise Information	
Departure Date:	Arrival Date:
Departure Port:	Arrival Port:
Captain:	NO. Of Crew:

Report Information	
Date reported:	
Person Reported:	

Gear configuration	
Main Live material:	Tick Target Species Tick
Set Line length (m):	Thick Rope (Cremona Rope)
Branchline length (m):	Thin rope (PE or Other materials)
Floatline length (m):	Nylon braided
Length between branches (m):	Nylon Mono filament



- Notes:**
- 1. Use one Sheet per month and one line per day.
  - 2. Use DDMM/YYYY for Dates.
  - 3. In each set catch should be given in both number and weight (in kg).
  - 4. For SST use value with one decimal point.
  - 5. After each species record the type of weight, as follows:  
 HG: Headed and Gutted      LO: Loin  
 GG: Gilled and Gutted      WL: Whole
  - 6. All information reported herein will be kept strictly confidential.

DATE	Position		Fishing Effort		Tunas											Billfishes									Sharks				Other Fish		Daily Total	Type of bait used	NO Fishermen	Remarks (Discards or other information)		
	Latitude	Longitude	Set Start Time	SST	Hour/ Basket	Total Hooks	Total Lighttraps	Southern Bluefin (SBF)	Albacore (ALB)	Skipjack (SJK)	Yellowfin (YFT)	Bonito (BNT)	Blackfin (BLF)	Other Tunas	Blue Shark (BSH)	Pompano (PON)	Mako Shark (MKN)	Demersal Whiting (DWH)	Other Sharks (SHK)	Other Species	kg	kg	kg	kg												
						NO	kg	NO	kg	NO	kg	NO	kg	NO	kg	NO	kg	NO	kg	NO	kg	NO	kg	NO	kg	NO	kg	NO	kg							
1	25	20	H	140	20	E	12:45	30.2	1000	3000	50	300	36000																				36000	Squid	10	
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30																																				
31																																				
																																				Total



## **LEGISLATIVE FINANCIAL STATEMENT**

### **1. FRAMEWORK OF THE PROPOSAL/INITIATIVE**

- 1.1. Title of the proposal/initiative**
- 1.2. Policy area(s) concerned**
- 1.3. Nature of the proposal/initiative**
- 1.4. Objective(s)**
- 1.5. Grounds for the proposal/initiative**
- 1.6. Duration and financial impact**
- 1.7. Management mode(s) envisaged**

### **2. MANAGEMENT MEASURES**

- 2.1. Monitoring and reporting rules**
- 2.2. Management and control system**
- 2.3. Measures to prevent fraud and irregularities**

### **3. ESTIMATED FINANCIAL IMPACT OF THE PROPOSAL/INITIATIVE**

- 3.1. Heading(s) of the multiannual financial framework and expenditure budget line(s) affected**
- 3.2. Estimated impact on expenditure**
  - 3.2.1. Summary of estimated impact on expenditure*
  - 3.2.2. Estimated impact on operational appropriations*
  - 3.2.3. Estimated impact on appropriations of an administrative nature*
  - 3.2.4. Compatibility with the current multiannual financial framework*
  - 3.2.5. Third-party contributions*
- 3.3. Estimated impact on revenue**

## **1. FRAMEWORK OF THE PROPOSAL/INITIATIVE**

### **1.1. Title of the proposal/initiative**

Proposal for a Council Decision on the conclusion of a new Fishery Partnership Agreement and a new Protocol setting out the fishing opportunities and financial contribution provided for in the Fisheries Partnership Agreement between the European Union and the Republic of Mauritius

### **1.2. Policy area(s) concerned in the ABM/ABB structure<sup>7</sup>**

11. - Maritime Affairs and Fisheries

11.03 - International fisheries and law of the sea

### **1.3. Nature of the proposal/initiative**

The proposal/initiative relates to a new action

The proposal/initiative relates to a new action following a pilot project/preparatory action<sup>8</sup>

The proposal/initiative relates to the extension of an existing action

The proposal/initiative relates to an action redirected towards a new action

### **1.4. Objectives**

#### *1.4.1. The Commission's multiannual strategic objective(s) targeted by the proposal/initiative*

The Commission's exclusive responsibility for negotiating bilateral fisheries agreements involves negotiating, concluding and implementing Fisheries Partnership Agreements (FPAs) and, at the same time, ensuring political dialogue between partners in the field of fisheries policy in the third countries concerned.

The negotiation and conclusion of fisheries agreements with third countries meets the general objective of maintaining and safeguarding the fishing activities of the European Union fleet, including the distant-water fleet, and developing relations in a spirit of partnership with a view to strengthening the sustainable exploitation of fishery resources outside EU waters, taking account of environmental, social and economic concerns.

FPAs also ensure coherence between the principles governing the Common Fisheries Policy and the commitments made under other European policies (sustainable use of third-country resources, combating illegal, unreported and unregulated (IUU) fishing, integration of partner countries into the global economy and better political and financial governance of fisheries).

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<sup>7</sup> ABM: Activity Based Management – ABB: Activity Based Budgeting.

<sup>8</sup> As referred to in Article 49(6)(a) or (b) of the Financial Regulation.

1.4.2. *Specific objective(s) and ABM/ABB activity(ies) concerned*

Specific objective No 1<sup>9</sup>

To contribute to sustainable fishing in non-EU waters, maintain a European presence in distant-water fisheries and protect the interests of the European fisheries sector and of consumers by negotiating and concluding fisheries partnership agreements with coastal states (third countries), in consistency with other European policies.

ABM/ABB activity(ies) concerned

Maritime affairs and fisheries, international fisheries and law of the sea, international fisheries agreements (budget line 11.0301)

1.4.3. *Expected result(s) and impact*

Specify the effects which the proposal/initiative is expected to have on the beneficiaries/groups targeted.

The conclusion of the Fisheries Partnership Agreement and Protocol between the EU and Mauritius will help maintain the current level of fishing opportunities for European vessels in Mauritius waters for the period 2012-2015, particularly as regards the tuna fleet. The Protocol will help maintain continuity in the fishing zones covered by agreements in the Indian Ocean. The Protocol will also contribute to better management and conservation of fishery resources, through financial support (sectoral support) for the implementation of the annual and multiannual programmes adopted at national level by the partner country.

1.4.4. *Indicators of results and impact*

Specify the indicators for monitoring implementation of the proposal/initiative.

The following indicators will be used in the context of ABM (activity-based management) for the purposes of monitoring implementation of the Agreement:

- monitoring the annual rate of utilisation of fishing opportunities (annual uptake of fishing authorisations as a percentage of availability under the Protocol);
- gathering and analysing data on catches and the commercial value of the Agreement In aggregate with other fisheries partnership agreements concluded by the EU with third countries, the following indicators may be used as part of a multiannual analysis:
- contribution to employment and to added value in the EU;
- contribution to stabilising the EU market;

Furthermore, the following monitoring indicator is also proposed:

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<sup>9</sup> p.m.: In the activity statements drawn up for the 2011 budget, this is specific objective No 2; Please refer to: <http://www.cc.cec/budg/bud/proc/adopt/ doc/ pdf/2011/mare.pdf>

- number of technical meetings and Joint Committee meetings.

## **1.5. Grounds for the proposal/initiative**

### *1.5.1. Requirement(s) to be met in the short or long term*

The new Protocol covers a three years period starting on the date of its entry into force (most probably from 2012 to 2015). It will provide a framework for the fishing activities of the European fleet and will, in particular, allow shipowners to obtain fishing authorisations in the Mauritian waters

In addition, one of the objectives of the new Protocol is to strengthen the cooperation between the EU and Mauritius on promoting the development of a sustainable fisheries policy and the rational exploitation of fishery resources in the Mauritian waters.

The amount of the annual financial contribution under the new protocol is EUR 660 000 out of which EUR 302 500 are allocated to assist the fishing sector.

The main elements of the new Protocol are:

- Fishing opportunities: 41 tuna seiners and 45 surface longliners vessels will be authorised to fish, with an annual reference tonnage of 5 500 tonnes. The allocation of these fishing opportunities among the Member States concerned is the subject of a proposal for a specific Council Regulation.

- Advances and fees payable by shipowners<sup>10</sup>: EUR 35 per tonne of tuna caught in the Mauritian waters by seiners and surface longliners. The annual advances are set at EUR 3 710 per tuna seiner, EUR 3 150 per longliner of more than 100 GT and EUR 1 750 per longliner of less than 100 GT.

### *1.5.2. Added value of EU involvement*

As regards this new Protocol, failure to act by the EU would allow private agreements to continue which would not guarantee sustainable fisheries. The European Union also hopes that, with this Protocol, Mauritius will continue to cooperate effectively with the EU in regional bodies such as the Indian Ocean Tuna Commission (IOTC) and the Indian Ocean Commission (IOC). The funds available will also allow Mauritius to continue its strategic planning efforts for the implementation of its fisheries policies, in particular its Fishery Masterplan, and to strengthen its capacity for combating IUU fishing.

The Fisheries Agreement also provides employment for seamen from the European Union and Mauritius. It could also generate economic activity in port in Mauritius which will be used by EU shipowners for carrying out repairs on their ships or landings.

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<sup>10</sup> Advances and fees payable by ship-owners have no impact on the Union budget.

### *1.5.3. Lessons learned from similar experiences in the past*

A thorough evaluation was carried out on the current Fishery Agreement and conditions of fishery activities in Mauritian waters, finalised in November 2011, with the assistance of a consortium of independent consultants, with a view to the possible launch of negotiations on a new Fishery Partnership Agreement and Protocol.

The ex-ante evaluation identified the following points of interest for the EU:

- By meeting the needs of the European fleets, the fisheries agreement with Mauritius could help support the viability of the EU tuna industry in the Indian Ocean.
- The Protocol is deemed to be capable of contributing to the viability of European industries by offering European Union vessels and the industries which depend on them a stable legal environment and medium-term visibility.

As regards the interests of Mauritius in the context of the Protocol, the conclusions of the evaluation were:

- The Fisheries Agreement can help strengthen institutional capacities in the fisheries sector by improving research, and monitoring, control and surveillance (MCS) activities, as well as training and the viability of the small-scale fishing sector.
- The Fisheries Agreement will also have an impact on the country's budgetary and political stability.

In addition to the direct commercial value of the catches for the vessels involved, the agreement could yield the following manifest benefits:

- guaranteed jobs on board fishing vessels;
- multiplier effect on employment in ports, shipyards, service enterprises, etc.;
- location of these jobs in regions where there are no other employment possibilities;
- contribution to the supply of fish in the EU.

### *1.5.4. Coherence and possible synergy with other relevant financial instruments*

Funds paid out under fisheries partnership agreements constitute fungible revenue in the budgets of the third-country partners. However, allocating some of those funds for implementing measures as part of the country's sectoral policy is a condition for the conclusion and monitoring of FPAs. These financial resources are compatible with other sources of funding from other international donors, including the EDF funds.

## 1.6. Duration and financial impact

Proposal/initiative of limited duration

Proposal/initiative in force for a period of three years from the date of its entry into force (most probably 2012-2015) Financial impact from 2012 to 2015

Proposal/initiative of unlimited duration

– Implementation with a start-up period from [YYYY] to [YYYY],

– followed by full-scale operation.

## 1.7. Management mode(s) envisaged<sup>11</sup>

Centralised direct management by the Commission

Centralised indirect management with the delegation of implementation tasks to:

–  executive agencies

–  bodies set up by the Communities<sup>12</sup>

–  national public-sector bodies/bodies with a public-service mission

–  persons entrusted with the implementation of specific actions pursuant to Title V of the Treaty on European Union and identified in the relevant basic act within the meaning of Article 49 of the Financial Regulation

Shared management with the Member States

Decentralised management with third countries

Joint management with international organisations (to be specified)

If more than one management mode is indicated, please provide details in the ‘Comments’ section.

Comments

[...]

---

<sup>11</sup> Details of management modes and references to the Financial Regulation may be found on the BudgWeb site: [http://www.cc.cec/budg/man/budgmanag/budgmanag\\_en.html](http://www.cc.cec/budg/man/budgmanag/budgmanag_en.html)

<sup>12</sup> As referred to in Article 185 of the Financial Regulation.

## **2. MANAGEMENT MEASURES**

### **2.1. Monitoring and reporting rules**

Specify frequency and conditions.

The Commission (DG MARE, in collaboration with its fisheries counsellor in Mauritius and the European Union's Delegation to Mauritius) will ensure regular monitoring of the implementation of this Protocol, particularly as regards operators' use of fishing opportunities and in terms of catch data.

Furthermore, the Fisheries Partnership Agreement provides for at least one annual meeting of the Joint Committee, at which the Commission and the Member States concerned meet with the third country to review the implementation of the Agreement and the Protocol thereto.

As regards the implementation of sectoral support, the Protocol stipulates that, each year, the two Parties must evaluate the progress made in implementing the multiannual sectoral programme. The Protocol provides for a possible adjustment of the financial contribution allocated to sectoral support if this evaluation reveals that the financed objectives are not being satisfactorily achieved.

### **2.2. Management and control system**

#### *2.2.1. Risk(s) identified*

There is some risk in setting up a fisheries protocol, for example: the amounts intended to finance the sectoral fisheries policy might not be allocated as agreed (under-programming).

#### *2.2.2. Control method(s) envisaged*

To avoid the risks mentioned in the previous point, extensive dialogue is planned on the programming and implementation of the sectoral policy. Joint analysis of progress, as referred to in paragraph 2.1, also forms part of these control methods.

In addition, the Protocol contains specific clauses for its suspension, on certain conditions and in given circumstances.

### **2.3. Measures to prevent fraud and irregularities**

Specify existing or envisaged prevention and protection measures.

The use to which the financial contribution paid by the EU under the Agreement is put is entirely at the discretion of the sovereign third country concerned. Nevertheless, the Commission undertakes to try to establish permanent political dialogue and cooperation with a view to improving the management of the Agreement and strengthening the EU's contribution to the sustainable management of resources. In any case, any payment which the Commission makes under a fisheries agreement is subject to the Commission's standard rules and budgetary and financial procedures. This makes it possible, in particular, to fully identify the bank accounts of the third countries into which the financial contribution is paid. For this particular

Protocol, Article 2 stipulates that the entire financial contribution must be paid into a Public Treasury account opened with a financial institution specified by the Mauritian authorities.



### 3. ESTIMATED FINANCIAL IMPACT OF THE PROPOSAL/INITIATIVE

#### 3.1. Heading(s) of the multiannual financial framework and expenditure budget line(s) affected

- Existing expenditure budget lines

In order of multiannual financial framework headings and budget lines.

Heading of multiannual financial framework	Budget line:	Type of expenditure	Contribution			
	Number [Description.....]	DA/NDA <sup>13</sup>	from EFTA countries <sup>14</sup>	from candidate countries <sup>15</sup>	from third countries	within the meaning of Article 18(1)(aa) of the Financial Regulation
2	11.0301 International agreements fisheries	DA				
	11.010404 International agreements – fisheries administrative expenditure	NDA	NO	NO	NO	NO

- New budget lines requested

**(not applicable)**

<sup>13</sup> DA= Differentiated appropriations / NDA= Non-differentiated appropriations.

<sup>14</sup> EFTA: European Free Trade Association.

<sup>15</sup> Candidate countries and, where applicable, potential candidate countries from the Western Balkans.

## 3.2. Estimated impact on expenditure

### 3.2.1. Summary of estimated impact on expenditure

EUR million (to four decimal places)

Heading of multiannual financial framework:	2	Preservation and management of natural resources
---	---	--

DG: MARE			Year N <sup>16</sup> (2012)	Year N+1 (2013)	Year N+2 (2014)	TOTAL
• Operational appropriations						
Number of budget line: 11.0301	Commitments	(1)	0.660	0.660	0.660	1.980
	Payments	(2)	0.660	0.660	0.660	1.980
Number of budget line:	Commitments	(1a)				
	Payments	(2a)				
• Appropriations of an administrative nature financed from the envelope of specific programmes <sup>17</sup>						
Number of budget line: 11.010404		(3)	0.021	0.021	0.081	0.123
• TOTAL operational appropriations <sup>18</sup>	Commitments	(4)	0.660	0.660	0.660	1.980

<sup>16</sup> Year N is the year in which implementation of the proposal/initiative starts.

<sup>17</sup> Technical and/or administrative assistance and expenditure in support of the implementation of EU programmes and/or actions (former 'BA' lines), indirect research, direct research.

<sup>18</sup> The financial contribution comprises: a) EUR 357 500 per year, equivalent to an annual reference tonnage of 5 500 tonnes, and b) EUR 302 500 per year, corresponding to support for the development of the sectoral fisheries policy of the Republic of Mauritius. Where the annual quantity caught exceeds 5 500 tonnes, the amount of the annual financial contribution will be increased by EUR 65 for each additional tonne caught. However, the total annual amount paid by the EU may not exceed EUR 715 000 per year (see Article 2(4) of the Protocol).

	Payments	(5)	0.660	0.660	0.660	1.980
• TOTAL appropriations of an administrative nature financed from the envelope of specific programmes		(6)	0.021	0.021	0.081	0.123
TOTAL appropriations under HEADING 2 of the multiannual financial framework	Commitments	=4+ 6	0.681	0.681	0.741	2.103
	Payments	=5+ 6	0.681	0.681	0.741	2.103

If more than one heading is affected by the proposal/initiative: **(not applicable)**

Heading of multiannual financial framework:	5	‘Administrative expenditure’
---	---	------------------------------

EUR million (to three decimal places)

Year N (2012)	Year N+1 (2013)	Year N+2 (2014)	TOTAL
---------------	-----------------	-----------------	-------

DG: MARE					
• Human resources		0.064	0.064	0.064	0.192
• Other administrative expenditure <sup>19</sup>		0.010	0.010	0.010	0.030
TOTAL DG MARE	Appropriations	0.074	0.074	0.074	0.222

TOTAL under HEADING 5 of the multiannual financial framework	appropriations 5 (Total commitments = Total payments)	0.074	0.074	0.074	0.222
--	---	-------	-------	-------	-------

EUR million (to three decimal places)

Year N <sup>20</sup>	Year N+1	Year N+2	TOTAL
----------------------	----------	----------	-------

TOTAL under HEADINGS 1 to 5 of the multiannual financial framework	Commitments	0.755	0.755	0.815	2.325
	Payments	0.755	0.755	0.815	2.325

<sup>19</sup> Estimated costs for on-the-spot monitoring missions.

<sup>20</sup> Year N is the year in which implementation of the proposal/initiative starts.

### 3.2.2. Estimated impact on operational appropriations

- The proposal/initiative does not require the use of operational appropriations
- The proposal/initiative requires the use of operational appropriations, as explained below:

Commitment appropriations in EUR million (to four decimal places)

Indicate objectives and outputs  ↓			Year N (2012)	Year N+1 (2013)	Year N+2 (2014)	Year N+3	... insert as many columns as necessary in order to reflect the duration of the impact (see point 1.6)										TOTAL		
	OUTPUTS																		
	Type of output <sup>21</sup>	Average cost of the output	Number of outputs	Total cost	Number of outputs	Total cost	Number of outputs	Total cost	Number of outputs	Total cost	Number of outputs	Total cost	Number of outputs	Total cost	Number of outputs	Total cost	Number of outputs	Total cost	Number of outputs
SPECIFIC OBJECTIVE NO 1 <sup>22</sup>																			
Tuna catches	Ref tonnage	65 €/t	5 500 t	0.3575	5 500 t	0.3575	5 500 t	0.3575										16 500 t	1.0725
Sectoral support		0.3025	1	0.3025	1	0.3025	1	0.3025											0.9075
Sub-total for specific objective No 1				0.660		0.660		0.660											1.980

<sup>21</sup> Outputs are products and services to be supplied (e.g. number of student exchanges financed, number of km of roads built, etc.).

<sup>22</sup> As described in Section 1.4.2. 'Specific objective(s)'

SPECIFIC OBJECTIVE NO 2 ...																	
Output																	
Sub-total for specific objective No 2																	
<b>TOTAL COST</b>																	
		0.660		0.660		0.660											1.980

### 3.2.3. Estimated impact on appropriations of an administrative nature

#### 3.2.3.1. Summary

- The proposal/initiative does not require the use of administrative appropriations
- The proposal/initiative requires the use of administrative appropriations, as explained below:

EUR million (to three decimal places)

	Year N <sup>23</sup> (2012)	Year N+1 (2013)	Year N+2 (2014)	TOTAL
--	--------------------------------	--------------------	--------------------	-------

HEADING 5 of the multiannual financial framework				
Human resources	0.064	0.064	0.064	0.192
Other administrative expenditure <sup>24</sup>	0.010	0.010	0.010	0.030
Subtotal HEADING 5 of the multiannual financial framework	0.074	0.074	0.074	0.222

Outside HEADING 5 of the multiannual financial framework <sup>25</sup>				
Human resources	0.016	0.016	0.016	0.048
Other expenditure of an administrative nature <sup>26</sup>	0.005	0.005	0.065	0.075
Subtotal outside HEADING 5 of the multiannual financial framework	0.021	0.021	0.081	0.123

<sup>23</sup> Year N is the year in which implementation of the proposal/initiative starts.

<sup>24</sup> Estimated costs for on-the-spot monitoring missions by personnel of headquarters.

<sup>25</sup> Technical and/or administrative assistance and expenditure in support of the implementation of EU programmes and/or actions (former 'BA' lines), indirect research, direct research.

<sup>26</sup> Estimated costs for on-the-spot monitoring missions by personnel in delegation. The 2014 amount includes a provision for an ex-post evaluation of the Protocol.

TOTAL	0.095	0.095	0.155	0.345
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### 3.2.3.2. Estimated requirements of human resources

- The proposal/initiative does not require the use of human resources
- The proposal/initiative requires the use of human resources, as explained below:

Estimate to be expressed in full amounts (or at most to one decimal place)

	Year N  (2012)	Year N+1  (2013)	Year N+2  (2014)	Year N+3  (2015)	Enter as many years as necessary to show the duration of the impact (see point 1.6)
• Establishment plan posts (officials and temporary agents)					
XX 01 01 01 (Headquarters and Commission's Representation Offices)	0.051	0.051	0.051		
XX 01 01 02 (Delegations)					
XX 01 05 01 (Indirect research)	0	0	0	0	
10 01 05 01 (Direct research)	0	0	0	0	
• External personnel (in full-time equivalent – FTE) <sup>27</sup>					
XX 01 02 01 (CA, INT, SNE from the ‘global envelope’)	0	0	0	0	
XX 01 02 02 (CA, INT, JED, LA and SNE in the delegations)	0.013	0.013	0.013		
XX 01 04 yy <sup>28</sup>	at Headquarters <sup>29</sup>				
	- in delegations				
XX 01 05 02 (CA, INT, SNE - Indirect research)					
10 01 05 02 (CA, INT, SNE - Direct research)					

<sup>27</sup> CA= Contract Agent; INT= agency staff (‘Intérimaire’); JED= ‘Jeune Expert en Délégation’ (Young Experts in Delegations); LA= Local Agent; SNE= Seconded National Expert.

<sup>28</sup> Sub-ceiling for external staff under operational appropriations (former ‘BA’ lines).

<sup>29</sup> For Structural Funds, European Agricultural Fund for Rural Development (EAFRD) and European Fisheries Fund (EFF).

11 01 04 04 (CA, responsible for monitoring implementation of sectoral support)	0.016	0.016	0.016		
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TOTAL	0.080	0.080	0.080		
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XX is the policy area or budget title concerned.

The human resources required will be met by staff from the DG who are already assigned to management of the action and/or have been redeployed within the DG, together if necessary with any additional allocation which may be granted to the managing DG under the annual allocation procedure and in the light of budgetary constraints.

Human resources estimate:

Officials and temporary agents	<p>1 desk officer from DG MARE + HoU/deputy HoU + secretariat: overall estimate of 0.4 people/year</p> <p>Calculation of costs: 0.4 people/year x EUR 127 000/year = EUR 50 800 =&gt; 0.051 M EUR</p>
External personnel	<p>1 LA at a delegation (Mauritius), with responsibility for monitoring fishing authorisations submitted to/issued by the Mauritian authorities: overall estimate of 0.2 people/year</p> <p>Calculation of costs: 0.2 people/year x EUR 64 000/year = EUR 12 800 =&gt; 0.013 M EUR</p>
Non-Heading 5 staff	<p>1 CA fisheries attaché assigned to the Mauritius Delegation responsible for monitoring implementation of the sectoral support estimated overall at 0.25 people/year</p> <p>Calculation of costs: 0.25 people/year x EUR 64 000/year = EUR 16 000 =&gt; 0.016 M EUR</p>

Calculation of total human resources per year: EUR 50 800 + EUR 12 800 + EUR 16 000 = EUR 79 600 => EUR 0.0796 million

Description of tasks to be carried out:

- Assisting the negotiator with preparing and concluding the negotiation of fisheries agreements:
  - taking part in negotiations with third countries to conclude fisheries agreements;
  - preparing draft evaluation reports and negotiation strategy notes for the Commissioner;
  - presenting and defending the Commission's position in the Council's 'External Fisheries' Working Party;
  - taking part in the search for a compromise with the Member States to be included in the final text of the Agreement.
- Monitoring the implementation of agreements:
  - daily monitoring of fisheries agreements;
  - preparing and checking the commitment and payment of the financial contribution and of any specific supplementary contributions;
  - regular reporting on the implementation of agreements;

- evaluating agreements: scientific and technical aspects;
- preparing the draft proposal for a Council Regulation and Decision and drafting the text of the Agreement;
- launching and monitoring adoption procedures.
- Technical assistance:
  - preparing the Commission's position for the Joint Committee.
- Interinstitutional relations:
  - representing the Commission before the Council, the European Parliament and the Member States in the negotiation process;
  - drafting replies to oral and written questions from the European Parliament.
- Interdepartmental consultation and coordination:
  - liaising with other Directorates-General on matters relating to the negotiation and monitoring of agreements;
  - organising and responding to interdepartmental consultations.
- Evaluation:
  - taking part in updating the impact assessment;
  - analysing the objectives achieved and evaluation indicators.

3.2.4. *Compatibility with the current multiannual financial framework*

- x Proposal/initiatives compatible with the current multiannual financial framework.
- Proposal/initiative will entail reprogramming of the relevant heading in the multiannual financial framework.

Explain what reprogramming is required, specifying the budget lines concerned and the corresponding amounts.

[...]

- Proposal/initiative requires application of the flexibility instrument or revision of the multiannual financial framework<sup>30</sup>.

Explain what is required, specifying the headings and budget lines concerned and the corresponding amounts.

[...]

3.2.5. *Third-party contributions*

- X The proposal/initiative does not provide for co-financing by third parties

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<sup>30</sup> See points 19 and 24 of the Interinstitutional Agreement.

### 3.3. Estimated impact on revenue

- Proposal/initiative has no financial impact on revenue.
- Proposal/initiative has the following financial impact:
  - on own resources
  - on miscellaneous revenue