

## **AGREEMENT**

### **Between the Government of the Republic of Mauritius and the Government of the Republic of Seychelles on Fishing in Mauritius Waters**

THE REPUBLIC OF MAURITIUS,

hereinafter referred to as 'Mauritius',

and

THE REPUBLIC OF THE SEYCHELLES,

hereinafter referred to as 'Seychelles',

Hereinafter referred to as 'the Parties',

CONSIDERING the spirit of cooperation and good relations which exist between Mauritius and Seychelles;

RECALLING that the United Nations Convention on the Law of the Sea provides for the establishment of Exclusive Economic Zones, amongst others, by coastal States;

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

AWARE of the importance of the principles established by the code of conduct for responsible fisheries adopted at the Food and Agricultural Organisation (FAO) Conference of 1995;

FURTHER NOTING that Mauritius and Seychelles are both Parties to the Indian Ocean Tuna Commission (IOTC), an intergovernmental organisation mandated to manage tuna and tuna-like species in the Indian Ocean and adjacent seas;

DETERMINED to cooperate in a spirit of mutual trust and respect for each other's interest in the sphere of fishing, whilst promoting the introduction of responsible fisheries to ensure the long-term conservation and sustainable exploitation of marine living resources;

DESIROUS of establishing terms and conditions governing the fishing activities of Seychelles vessels in Mauritius waters and the Seychelles in support of the introduction of responsible fishing in those waters,

HEREBY AGREE AS FOLLOWS

## **Article 1**

### **Scope**

This Agreement establishes the principles, rules and procedures governing the:

- (a) economic, financial, technical and scientific cooperation in the fisheries sector with a view to ensuring responsible fishing in the waters over which Mauritius has sovereign rights or jurisdiction ('Mauritius water') to guarantee the conservation and sustainable exploitation of fisheries resources;
- (b) conditions governing access by Seychelles fishing vessels to Mauritius waters, as defined in the Annex;
- (c) development and implementation of mechanisms for the monitoring of fishing activities in Mauritius waters to ensure that the principles, rules, procedures and conditions under this Agreement are complied with; and
- (d) fishing to be carried out beyond 40 nautical miles from the baseline with the view to avoid adverse effects to small scale artisanal fisheries in Mauritius.

## **Article 2**

### **Definitions**

For the purposes of this Agreement:

- (a) 'By-catch' has the same meaning as defined in the Mauritius Agricultural Marketing (Controlled Products) Regulations 2013.
- (b) 'Fishing area' means an area beyond 40 nautical miles from the baseline of the islands of Mauritius, Rodrigues and St Brandon and 15 nautical miles from the baseline of other islands forming part of the territory of the Republic of Mauritius which has been designated as area for operation of the Seychelles fishing vessels pursuant to this Agreement;
- (c) 'Joint Committee' means the committee set up under Article [8] and whose functions are described in Article 8 of this Agreement;
- (d) 'Mauritius Authority' means the Ministry of Blue Economy, Marine Resources, Fisheries and Shipping;
- (e) 'Seychelles' Authority' means the Seychelles Fishing Authority; and
- (f) 'Seychelles vessel' means a vessel flying the flag and registered in Seychelles.

## **Article 3**

## **Principles and objectives**

1. The Parties undertake to:
  - (a) promote responsible fishing in Mauritius waters;
  - (b) issue rules for the conduct of fishing under this Agreement in line with the prevailing resolutions of the Indian Ocean Tuna Commission ('IOTC');
  - (c) implement this Agreement in accordance with the principles of the fisheries policy of Mauritius and relevant legislation;
2. Nothing done pursuant to this Agreement shall be in contravention of the applicable legislation of either Party.
3. Any Annex to this Agreement shall be an integral part of same.

### ***Article 4***

#### **Statistical and Scientific cooperation on responsible fishing**

1. Mauritius and Seychelles shall jointly monitor the evolution of the status of the stocks of tuna and tuna-like species in Mauritius waters. For that purpose, either Party may request the other Party for the holding of a joint meeting.
2. The Parties shall exchange statistical, biological, conservation and environmental data and cooperate for the purpose of managing and conserving the marine living resources.
3. Taking into account the best available scientific advice provided by the IOTC, the Parties may consult with each other within the Joint Committee and, where necessary, agree to take measures to ensure sustainable management of Mauritius marine biological resources in line with the Mauritian fisheries policy and relevant legislation.

### ***Article 5***

#### **Access by Seychelles vessels to the fisheries in Mauritius waters**

1. Mauritius shall authorise a number of Seychelles vessels to engage in fishing activities in Mauritius waters in accordance with this Agreement and the Annex thereto.
2. Seychelles undertakes to ensure that the Seychelles vessels which have been authorised under this Agreement, comply with the provisions of this Agreement, the prevailing legislation governing fisheries in the Mauritius waters and any terms and conditions of the licence issued by the Mauritian Authority.

## **Article 6**

### **Fishing authorisation**

1. A Seychelles fishing vessel may fish or do any act preparatory to fishing in Mauritius waters provided that it is in possession of a valid fishing authorisation issued by the Mauritius Authority pursuant to this Agreement.
2. The Annex to this Agreement sets out the procedure for obtaining a fishing authorisation for a vessel, the fees applicable and the method of payment to be used.

## **Article 7**

### **Species Coverage**

Mauritius may authorise fishing activities under this Agreement solely for the exploitation of highly migratory species, as listed in Annex 1 of the UN Convention on the Law of the Sea, 1982, except for:

- a. the family Alopiidae;
- b. the family Sphyrnidae;
- c. the *Cetorhinus maximus*, *Rhincodon typus*, *Carcharodon carcharias*, *Carcharhinus falciformis* and *Carcharhinus longimanus* species; and
- d. any other species prohibited by an applicable IOTC resolution.

## **Article 8**

### **Joint Committee**

1. The Parties shall set up a Joint Committee which shall have the following functions:
  - (a) monitoring the implementation of this Agreement;
  - (b) providing necessary liaison for matters of mutual interest relating to fisheries, sourcing of raw material for processing of tuna and tuna-like species by each Party and provision of by-catch in each country for sales on the local market;
  - (c) acting as a forum for the amicable settlement of any dispute between the Parties on the application and interpretation of this Agreement;
  - (d) reviewing, when deemed necessary, the level of fishing opportunities, based on best available scientific advice;
  - (e) making recommendations to the Parties on any revision to the technical provisions of this Agreement; and

- (f) such other function falling within the scope of this Agreement which the Parties agree upon.
- 2. Subject to availability of funds, the Joint Committee shall meet at least once a year, alternately in Mauritius and in Seychelles, and shall be chaired by the Party hosting the meeting.
- 3. The Joint Committee shall hold a special meeting upon at least 30 days' notice unless the Parties agree otherwise.
- 4. All decisions by the Joint Committee shall be by consensus.

### **Article 9**

#### **Adjustment of fishing opportunities by decision of the Joint Committee**

As set out in Article 8 of this Agreement the Joint Committee may, with a view to securing sustainable management of tuna and tuna like species:

- (a) review the fishing opportunities referred to in Part II of the Annex; and
- (b) recommends to the Parties an adjustment of any applicable resolution of the IOTC.

### **Article 10**

#### **Suspension of this Agreement**

- 1. The implementation of this Agreement may be suspended subject to:
  - (a) giving at least six [6] months written notice to the other Party before the date the suspension is intended to start;
  - (b) the consent of the other Party to such suspension; and
  - (c) one or more of the following:
    - i. force majeure other than naturally occurring phenomena, preventing fishing activities in Mauritius waters;
    - ii. a dispute between the Parties over the application or interpretation of this Agreement and the Annex thereto, which cannot be settled;
    - iii. upon the adoption of a significant change in the policy of either Party which impacts on the application of this Agreement; and
    - iv. in case of non-compliance with an obligation set out in this Agreement.
- 2. Notwithstanding any period fixed by a Party for the suspension, the Parties may agree to end such suspension on such date as they deem fit.
- 3. In the event of a suspension of the implementation of this Agreement, the Parties shall continue to consult each other with a view to finding an amicable settlement to the

dispute. Where a settlement is reached, the implementation of this Agreement shall resume and the fees paid shall apply proportionately and pro rata temporis in accordance with the period during which implementation of this Agreement was suspended

### ***Article 11***

#### **Settlement of dispute and Termination**

1. Any dispute concerning the interpretation or application of this Agreement shall be settled amicably through mutual consultation.
2. A Party may terminate this Agreement by giving at least six (6) months' notice through a Note Verbale to the other Party before the date on which such termination shall take effect. The notice may be waived upon prior written consent of the Parties.
3. The Party in receipt of the notification for termination of this Agreement, shall acknowledge receipt of the notification to the notifying Party within five (05) working days of the receipt of the notification.
4. The Parties shall consult with each other as from date of receipt of the notification referred to in the above paragraph. Should the termination request be withdrawn pursuant to the consultations, this Agreement shall continue to be implemented in its entirety.

### ***Article 12***

#### **Law applicable to Seychelles fishing vessels in Mauritius waters**

1. A Seychelles fishing vessel authorised to operate in Mauritius waters under this Agreement shall be subject to the laws and regulations of Mauritius unless otherwise provided under this Agreement and the Annex thereto.
2. Mauritius shall forthwith notify Seychelles in writing of, through a Note Verbale any change in its legislation in relation to fisheries and fishing vessels monitoring.

### ***Article 13***

#### **Confidentiality**

1. The Parties shall ensure that only aggregated data related to fishing activities in the Mauritius waters shall be made available in the public domain in line with applicable IOTC resolution.
2. Any data which may be considered as confidential by either Party shall only be used for the implementation of this Agreement, and shall not be disclosed to a third party without the prior consent of the Parties.

#### ***Article 14***

##### **Electronic exchange of data**

1. Seychelles and Mauritius shall endeavour to implement the necessary system for the electronic exchange of data in relation to the implementation of this Agreement.
2. The data in electronic form and its paper version shall be considered equivalent.

#### ***Article 15*** **Amendment**

Any amendment to this Agreement shall be mutually agreed by the Parties and in writing.

#### ***Article 16***

##### **Obligations on Expiry of this Agreement or its Termination**

Upon expiry or termination of this Agreement,

- (a) any authorisation fee or any outstanding dues not paid at the time of expiry or termination by a Seychelles vessel owner shall remain due and payable; and
- (b) Seychelles vessels owners shall continue to be liable for any breach of the provisions of this Agreement or any laws of Mauritius which occurred before the expiry or termination of this Agreement up to the expiry or termination of their fishing licence.

#### ***Article 17***

##### **Duration and Renewal**

1. This Agreement shall be valid for a period of one year as from the date of its entry into force.

#### ***Article 18***

##### **Entry into force**

1. Each Party shall notify the other, through diplomatic channel, of the completion of the procedures required by its law for the entry into operation of this Agreement. The Agreement shall enter into force on the date of receipt of the later notification.
2. Upon entry into force, the Agreement shall be taken to have effect, and all of its provisions shall be taken to have applied as from the date of signature.

IN WITNESS WHEREOF the authorised representatives of the Parties have signed this Agreement in two originals in English Language on this 20th day of February 2022 at Mahe, Seychelles.

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Hon. Minister Sudheer Maudhoo  
For and on behalf of the Government  
of the Republic of Mauritius

.....

Hon. Minister Jean-Francois Ferrari  
For and on behalf of the Government  
Republic of Seychelles

## **ANNEX**

### **Conditions for the exercise of fishing activities by Seychelles vessels**

#### **Part I**

##### **1. General Obligations**

Seychelles vessels for which a fishing authorisation has been issued in accordance with this Agreement shall comply with the applicable provisions of the legislation of the Republic of Mauritius in relation to fisheries concerning the conservation and control measures and other provisions governing fishing by foreign fishing vessels in the fishing area in which they operate, and the provisions laid down in this Agreement.

##### **2. Fishing Areas**

(a) Mauritius shall provide Seychelles with the geographic coordinates of the area in which Seychelles vessels may operate pursuant to this Agreement.

(b) Seychelles vessels shall be prohibited from using any longline and purse-seine on tuna and tuna-like species inside the areas defined as areas where fishing is prohibited for foreign fishing vessels under the legislation of the Republic of Mauritius in relation to fisheries.

(c) Any modification to the fishing areas set up under para 2(a) will be communicated, to the Seychelles Authority, 4 weeks prior to the modification entering into force.

#### **Part II**

##### **PERIOD OF APPLICATION AND FISHING OPPORTUNITIES**

1. For a period of two years, the fishing opportunities granted under Article 5 of this Agreement shall be as follows:

- 15 tuna purse-seiners;
- 20 tuna longliners; and
- 7 supply vessels.

2. Seychelles vessels may engage in fishing activities in Mauritius waters pursuant to this Agreement provided the vessels are on the list of vessels notified by Seychelles and listed on the IOTC list of authorized fishing vessels and in possession of a fishing licence issued under the provisions of Article 6 and comply with the conditions established in this Agreement in accordance with the Annex.

## Part III

### FISHING AUTHORISATIONS

#### SECTION 1

##### *Application and issue of fishing authorisations*

1. 'Fishing authorisation' means a valid entitlement or licence or permit to engage in fishing activities in accordance with the terms of the said fishing authorisation provided under this Agreement.
2. For a Seychelles vessel to be eligible for a fishing authorisation under this Agreement it shall:
  - (a) be included in the list of vessels notified by Seychelles to carry out fishing activities under this Agreement;
  - (b) be on the list of authorised fishing vessels of the IOTC;
  - (c) have fulfilled, where applicable during the most recent 12 months period of fishing activities under this Agreement the conditions and obligations set out thereunder;
  - (d) not be included on an Illegal, Unreported and Unregulated fishing vessel list;
  - (e) have available and provide the data required under this Agreement; and
  - (f) ensure that the fishing authorisation application is in accordance with the requirements of this Agreement and the Annex thereto.
3. All Seychelles vessels applying for a fishing authorisation should be represented by an agent resident in Mauritius. The name and address of that agent shall be stated in the application.
4. Seychelles shall submit to the Mauritius Authority a fishing application for each Seychelles vessel wishing to fish under this Agreement at least 20 days before the date of commencement of the period of validity of the authorisation.
5. Where a fishing application has not been submitted prior to the period of validity under paragraph 4 above, the vessel owner or his agent may do so during the period of validity, not later than 20 days before the start of the fishing activities. In such cases, vessel owners or their agent shall pay the advance fees due for the full period of the fishing authorisation.
6. Each application for a fishing authorisation shall be submitted on a form drawn up in accordance with the specimen in Appendix 1 and shall be accompanied by the following documents:

(a) proof of payment of the advance fee for the period of validity of the fishing authorisation; and

(b) any other document required under the relevant applicable to the type of vessel concerned pursuant to this Agreement.

7. All payments related to authorisations and catches shall be paid into a bank account of the Bank of Mauritius, the details of which shall be provided by Mauritius before the application of this Agreement. The associated costs linked to bank transfers shall be borne by the vessel owners or their agent.
8. The Mauritian Authority shall not apply any charge to the authorisation process of a license application pursuant to this agreement. Any port tax and service charge must be paid to the concerned authorities.
9. Fishing authorisations for all Seychelles vessels shall be issued to the agent of the vessels within 15 days of receipt by the Mauritius Authority of all the documents referred to in para 7. A copy of these fishing authorisations shall be sent to the Seychelles Authority.
10. A fishing authorisation shall be issued for a specific Seychelles vessel and shall not be transferable except for force majeure, as outlined in paragraph 11.
11. Where force majeure occurs, a Seychelles vessel's fishing authorisation may be transferred, at the request of Seychelles, and approval of the Mauritius Authority, for the remaining period of its validity, to another eligible Seychelles vessel with similar characteristics, with no further fee being due or payable to either Party.
12. Where paragraph 11 applies:
  - (a) the owner of the first vessel, or his agent, shall return the cancelled fishing authorisation to the Mauritius Authority and;
  - (b) the new fishing authorisation shall take effect on the day that the vessel's owner returns the cancelled fishing authorisation to the Mauritius Authority. The Seychelles Authority shall be informed of the transfer of the fishing authorisation.
13. The fishing authorisation or an electronic copy of it must be kept on board the vessel at all times.

## **SECTION 2**

### ***Vessel owner's fee, advance payment and statement of fees***

#### **1. Purse Seiners**

Licence fee for tuna purse seiners shall be EUR 31,200 per vessel per year.

#### **2. Tuna Longliners**

Licence fee for tuna longliners shall be either EUR 22,750 for a period of 6 months or EUR 39,000 per year.

#### **3. Supply vessels**

Licence fee for supply vessels shall be EUR 5,000 for a period of 12 months.

## **Part IV**

### **CONSERVATION TECHNICAL MEASURES**

1. Mauritius fishing vessels shall comply with the relevant laws of Seychelles and resolutions adopted by the IOTC
2. In accordance with IOTC resolutions and recommendations, the Parties agree to cooperate towards the reduction of incidental catches of protected species in particular all marine turtles, marine mammals, seabirds and reef fish. To this end, Mauritius fishing vessels shall apply technical and mitigating measures to improve the selectivity of fishing gears in order to reduce the incidental catch of non-targeted species.
3. To reduce the entanglement of sharks, marine turtles or any other non-targeted species, Mauritius fishing vessels shall use non-entangling designs and materials in the construction of fish aggregating devices (FADs). In addition, to reduce the impact of FADs on the ecosystem and the amount of synthetic marine debris and implement fishing practices to reduce incidental catches and mortality of non-targeted species, Mauritius fishing vessels shall use natural or biodegradable materials for FADs and retrieve them in the Seychelles waters when they become non-operational.
4. Environmental management fee:

For the purpose of environmental management, research and observation of marine ecosystems in Seychelles waters, Mauritius fishing vessel licenced to fish in Seychelles fishing zone shall pay a fee of EUR 2,25 per gross tonnage (GT) based on the tonnage of each vessel. This fee shall be paid along with the fishing licence fee and into the same account.

## **Part V**

### **MONITORING**

#### **SECTION 1**

##### ***Catch reporting***

1. Seychelles vessels authorised to fish in Mauritius waters under this Agreement shall communicate their catches to the Mauritius authority until such time as the Electronic Catch Reporting System (ERS) is implemented by both Parties in the manner set out below.
2. Seychelles vessels licensed to fish in Mauritius waters shall fill a statement of catch form as set out in Appendix 2 on a daily basis, for each trip they undertake in Mauritius waters. In the absence of catches, the form shall still be filled in. The form shall be filled in legibly and signed by the master of the vessel or his representative.
3. While in Mauritius waters, Seychelles vessels shall report to the Mauritius Authority, every three (3) days, the information required in the format provided for in Appendix 2, as appropriate.
4. As far as the submission of the statement of catch form referred to in paragraphs 2 and 3 above is concerned, the Seychelles vessels shall:
  - (a) in the case they call into Mauritius' port, submit the completed form to the Mauritius authorities within five (5) days of arrival, or in any event before they leave port, whichever occurs first,
  - (b) in any other case, send the completed form to the Mauritius Authority within fourteen (14) days of their arrival in any port other than Port Louis.
  - (c) Copies of these statements of catch forms must simultaneously be sent to the Seychelles Authority, within the same time frame as provided for in paragraph 3.
5. Both Parties shall provide to each other, before the end of each quarter with catch data for each authorized vessel, and any other relevant information, including fishing efforts (number of days at sea), corresponding to the previous quarter(s).

#### **SECTION 2**

##### ***Catch communication: entering and leaving Mauritius waters***

1. For the purposes of this Annex the duration of a trip by a Seychelles vessel shall be defined as follows:
  - the period elapsing between entering and leaving Mauritius waters,
  - the period elapsing between entering Mauritius waters and a transshipment, or

- the period elapsing between entering Mauritius waters and a landing in Mauritius.
2. Seychelles vessels shall notify the National Coast Guard, at least twenty four (24) hours in advance of their intention to enter or exit Mauritius waters, and every three days during their fishing activities in Mauritius waters, of their catches during this period.]
  3. When notifying entry in or exit from the Mauritius waters, Seychelles vessels shall also communicate their position at the time of giving the notice and the quantity in kg (rounded off to the nearest 100 kg) and species of its catches kept on board. These communications shall be made in the format set out in Appendix 3, by e-mail or fax, to the addresses provided therein.
  4. Seychelles vessels found to be fishing in Mauritius waters without having informed the National Coast Guard shall be deemed to be vessels without a fishing authorisation. The administrative measures or actions referred to in Part VI will be applicable in such cases.

### **SECTION 3**

#### ***Landings and transhipment***

##### Landings

1. The designated port for landing activities in Mauritius is Port Louis.
2. Seychelles vessels wishing to land catches in Port Louis shall notify the following information to the Mauritius Authority, National Coast Guard and Mauritius Port Authority at least 24 hours in advance:
  - a. the landing port;
  - b. the name and International Radio Call Sign (IRCS) of the landing fishing vessel;
  - c. the date and time of landing;
  - d. the quantity in kg, rounded to the nearest 100 kg, by species to be landed; and
  - e. the product form presentation.
3. Landings, including by-catch shall be considered as an exit from Mauritius waters as defined in paragraph 1 of Section 3 of this Part. Seychelles vessels shall therefore submit their Landing Declarations to the Mauritius Authority.

##### Transhipment

1. Transhipment at sea in Mauritius waters is prohibited, and any person infringing this provision shall be liable to the enforcement measures provided for by Mauritius legislation. Transhipment may be carried out within the Port Area of Port Louis.

2. In the case of a transshipment in Port Louis, the owners of a Seychelles vessel or their agents, must notify the following information to the Mauritius Authority and, at the same time, to the port authority concerned in Mauritius at least 24 hours in advance:
  - (a) the transshipment port or area where the operation will occur;
  - (b) the name and IRCS of the donor Seychelles vessels;
  - (c) the name and IRCS of the receiving fishing vessel and/or reefer;
  - (c) the date and time of transshipment;
  - (e) the quantity in kg, rounded-off to the nearest 100 kg, by species to be transhipped; and
  - (d) the product form presentation.
3. Transshipment shall be considered as an exit from Mauritius waters as defined in Paragraph 1 of Section 2. Seychelles vessels shall submit their catch declarations to the Mauritius Authority and a copy thereof to the port authority, not later than twenty four (24) hours after completion of the transshipment, or in any event, before the donor vessel leaves port, whichever occurs first.

#### **SECTION 4**

##### ***Vessels Monitoring System (VMS)***

With regard to the Vessel Monitoring System, all Seychelles vessels fishing, or intending to fish, in the fishing areas within Mauritius waters under this Agreement, shall comply with all the provisions set out in Appendix 5.

#### **SECTION 5**

##### **OBSERVERS**

1. Both Parties recognise the importance of respecting the obligations of IOTC Resolution with regard to the Scientific Observer Programme.
2. A vessel authorised to fish in Mauritius waters under this Agreement shall take on board observers appointed by the Mauritius Authority. However, technical aspects of the vessel will be taken into account before receiving the observer on board, The provisions relating to the embarkation of observers are as follows:
  - (a) Seychelles vessels shall take on board one observer, in the context of a regional or national observation programme.
  - (b) The Mauritius Authority shall draw up a list of Seychelles vessels designated to take an observer on board and a list of appointed observers. Those lists shall be kept up

to date. They shall be forwarded to the Seychelles Authorities as soon as they have been drawn up, and every three months thereafter, where they have been updated.

(c) The Mauritius Authority shall inform the owners of the Seychelles vessels concerned, or their agents, of the name of the observer appointed to be taken on board their vessel not later than 15 days before the observer's planned embarkation date.

3. The time spent on board a Seychelles vessel by observers shall not exceed the time required to carry out their duties, unless the observers are appointed in the context of a regional Observer Programme where he/she may remain on board to undertake his/her duties in the context of the Programme. The Mauritius Authority shall inform the Seychelles vessel owners or their agents thereof when notifying them of the name of the observer appointed to be taken on board the Seychelles vessel concerned.
4. The conditions under which observers are taken on board shall be agreed between ship owners or their agents and the Mauritius Authority after it has received notification of the list of designated Seychelles vessels.
5. Within two weeks and upon giving ten (10) days' written notice, the ship owners of the Seychelles vessels concerned shall make known at which port and on what dates they intend to take observers on board.
6. Where observers are taken on board in a foreign port, their travel costs shall be borne by the owner of the vessel. Should a Seychelles vessel with an observer from Mauritius on board leave Mauritius waters, all measures must be taken to ensure the observer returns to Mauritius as soon as possible at the expense of the ship owner, unless the observer is continuing with the Seychelles vessel in the context of his observer duties through another agreement or observer programme.
7. If the observer is not present at the time and place agreed and during the twelve (12) hours following the time agreed, the owner of the Seychelles vessel shall be automatically absolved of the obligation to take the observer on board.
8. Observers shall be treated as officers. They shall carry out the following tasks:
  - (a) observe the fishing activities of the Seychelles vessels;
  - (b) verify the position of Seychelles vessels engaged in fishing operations;
  - (c) note the fishing gear used;
  - (d) note deployment of Fish Aggregating Devices including type of FAD and beacon used;
  - (e) verify the catch data from the Mauritius waters recorded in the logbook;
  - (f) verify the percentages of by-catches and estimate the quantity of discards; and
  - (g) report fishing data including the quantity of catches and by-catches on board taken in Mauritius waters, once a week by e-mail or fax or other agreed means of communication.

9. The Masters of a Seychelles vessels shall do everything reasonably practicable to ensure the physical safety and welfare of observers while on board.
10. Similarly, the Observers shall be offered every facility needed to carry out their duties. The master shall give them access to the means of communication needed for the discharge of their duties, to documents directly concerned with the vessel's fishing activities, including in particular the logbook and the navigation log, and to those parts of the vessel necessary to facilitate the performance of their tasks as observers.
11. While on board, observers shall:
  - (a) take all appropriate steps to ensure that the conditions of their boarding and presence on the vessel neither interrupt nor hamper fishing operations;
  - (b) respect the material and equipment on board and the confidentiality of all documents belonging to the vessel.
12. At the end of the observation period and before leaving the Seychelles vessel, observers shall draw up an activity report to be transmitted to the Mauritius Authority, with a copy to Seychelles Authority, which shall be signed by the observers. A copy of the report shall be handed over to the master when the observers leave the Seychelles vessel.
13. The owner of a Seychelles vessel shall bear the cost of accommodating the observers which shall be of the same conditions as the officers on the vessel.
14. The salary and applicable taxes of the observers shall be borne by the shipowner.

## **Part VI**

### **CONTROL**

1. A Seychelles vessel authorized under this Agreement shall comply with the applicable law of Mauritius regarding fishing gears and the technical specifications thereof and all other technical measures applicable to their fishing activities, as well as with the applicable conservation, management and other measures adopted by the IOTC
2. Masters of Seychelles vessels engaged in fishing activities in Mauritius waters shall at all times cooperate with any Mauritius Authorised Fishery Officer and officer carrying out inspection and control of fishing activities.
3. In order to facilitate safer inspection procedures, without prejudice to the provisions of Mauritius legislation, boarding should be conducted in such a way that allows the inspection platform and the inspectors to be identified as being authorised by Mauritius to carry out such tasks.

4. Mauritius shall make available to Seychelles a list with all inspection platforms used for at sea inspections in line with FAO UNFSA recommendations. This list should contain, inter alia:

- Fisheries Patrol Vessels (FPV) names,
- FPV details,
- FPV photo.

5. Mauritius may on the request of Seychelles or a body designated by it, allow Seychelles inspectors to observe the activities of Seychelles vessels, including transhipments, and onshore-based controls.

6. Once an inspection has been completed and the inspection report signed by the inspector, the report shall be made available for signature, comments and remarks, if any, by the Master. This signature of the inspection report shall not prejudice the rights of the Parties in the context of alleged infringement procedures. A copy of the inspection report shall be given to the Master of the Seychelles vessel before the inspection party leaves the vessel.

7. Those authorised fishery officers shall not remain on board a Seychelles vessel for longer than is necessary for the discharge of their duties.

8. Masters of Seychelles' vessels engaged in landing or transhipment operations in a Mauritius port shall allow and facilitate the inspection of such operations by Mauritius and/or Seychelles authorised officers.

9. Where any provision set out in this Chapter is not complied with, Mauritius reserves the right to suspend the fishing authorisation of the offending Seychelles vessel until formalities have been completed and to apply the penalty laid down in existing Mauritius legislation at the time of the contravention. Seychelles shall be informed thereof as soon as possible.

## CHAPTER VII

### ENFORCEMENT

#### Administrative action or measure

1. A Seychelles vessel which fails to observe any provision of the above chapters I to VI, the management and conservation of marine living resources measures, or the Mauritius legislation, shall be subject to such penalty and Administrative action or measure provided for in accordance with Mauritius legislation.
2. Seychelles shall be immediately and fully informed of any administrative action or measure and of all relevant facts related thereto.
3. Where an administrative action or measure takes the form of suspension or revocation of a fishing authorisation, during the remaining period of the validity of

a fishing authorisation which has been suspended or revoked, Seychelles may request for another fishing authorisation for another eligible Seychelles vessel.

#### Arrest and detention of fishing vessels

4. The Mauritius authorities shall immediately inform Seychelles Authority of the arrest and/or detention of any Seychelles Authority vessel operating under this Agreement and shall transmit a copy of the inspection report, detailing the circumstances and reasons of the arrest and/or detention within 48 hours.

#### Information exchange procedure in the event of arrest and/or detention:

5. Whilst respecting the deadlines and procedures of legal proceedings as provided for by the Mauritius legislation relating to arrest and/or detention of a fishing vessel, a consultation meeting shall be held, upon receipt of the above information, between the Authorities of Mauritius and Seychelles.
6. At the meeting, the Parties shall exchange any relevant documentation or information helping to clarify the circumstances of the established facts. The vessel owner or its agent shall be informed of the outcome of the meeting and of any measures resulting from the arrest and/or detention.

#### Compounding:

7. An attempt shall be made to resolve the alleged infringement in relation to a Seychelles vessel, amicably or by compounding within fourteen days of the arrest and/or detention in conformity with Mauritius legislation.
8. In the event of an amicable settlement, the settlement shall be determined in accordance with the procedures provided for in Mauritius legislation.
9. Once all the obligations arising from the amicable settlement or compounding have been fulfilled and any legal proceedings have been completed, the Seychelles vessels shall be released and the Master allowed to leave the territory of the Republic of Mauritius, unless forfeited.
10. Seychelles shall be kept informed of any proceedings initiated against and penalties imposed on the Seychelles vessel.

## ***Appendices***

1. Fishing authorisation application form
2. Statement of catch form for tuna purse seiners/ tuna longliners
3. Communication Format Reports
4. Communication of VMS messages — Position Report
5. VMS Framework guidelines

Appendix 1

APPLICATION FOR FISHING AUTHORISATION

I — APPLICANT

1. Name of applicant:
2. Name of the Producer Organisation (PO) or Shipowner's representative:
3. Address of the PO or Shipowner's representative:
4. Tel.  
No:  
Fax  
e-mail:
5. Master's  
name:  
Nationality:  
e-mail:
6. Shipowner or Chartering entity if different from above:

II — VESSEL IDENTIFICATION DETAILS

1. Vessel Name:
2. Flag State:  
Port of registration:
3. External Marks  
MMSI:  
IMO number:  
RFMO No.:
5. Date of current flag Registration (DD/MMIYYYY): ...../ ... / .....  
Previous flag, if  
any: .....
6. Place of construction:  
Date  
(DD/MMIYYYY): ...../ ...../ .  
..... IRCS:
7. Radio Call frequency: HF: .....  
VHF Vessel Satellite Phone No.:

III — VESSEL TECHNICAL DETAILS

1. Vessel LOA  
(mts): .....
- BOA  
(mts): .....
- ....
- GT: .....
- ....

- NetT: .....
- .....
2. Hull material:           Steel            Wood            Polyester   
 Other  
 .....
- ...
3. Engine Type:  
 Engine Power (in HP): Engine Manufacturer:
4. Max. Crew Members:
5. Conservation method on board: Ice Refrigeration  Mixed  Frozen
6. Processing capacity per day (24h) in Tonnes: No of Fish Holds:  
 Fish Holds Total capacity (m3):
7. Type of Vessel:  Purseiner  Longliner            Support Vessel (\*)
8. VMS. Details of the Automatic  
 Location Device: Manufacturer:  
 Model: Serial  
 No.: Software  
 Version:  
 Satellite Operator (MCSP):

**IV- FISHING ACTIVITY**

1. Fishing gear authorised:
2. Authorised Waters:
3. Target species: \_\_\_\_\_
4. License period requested from (DDIMMIYYYY): ..... 1.....1..... To: .....  
 /...../.....
5. Requirement for disposal of by catch: As per Mauritius legislation
6. Reporting requirement: As per Mauritius legislation.

*I the undersigned, hereby certify that the information provided in this application is true and correct and given in good faith.*

Issued in \_\_\_\_\_, \_\_\_\_\_ 20

Signature of the Applicant: \_\_\_\_\_

FOR OFFICIAL USE ONLY

D Licence fee **US\$**:. \_\_\_\_\_ Processing fees SCR: \_\_\_\_\_

D D D Cheque No.: \_\_\_\_\_ D Bank Transfer Ref": \_\_\_\_\_

Receipt No:

Signature of Cashier: \_\_\_\_\_ Date (DDIMMIYYYY): /

\_\_\_\_\_  
(\* ) The list of fishing vessels supported by this Support Vessel should be attached to this form, if possible. The list should contain the name and RFMO (IOTC) number.

Appendix 2

SIGNATURE

STATEMENT OF CATCH FORM FOR TUNA SEINER  
/FICHE DE DECLARARION DE CAPTURES POUR  
THONIERS SENNEURS

DEPART/SALIDA/DEPARTURE				ARRIVEE/LLEGADA/ARRIVAL						NAVIRE/BARCONESSEL				PATRON/PATRON/MASTER				FEUILLE			
PORT/PUERTO/PORT DATE/FECHA/DATE HEURE/HORA/HOUR LOCH/CORREDE/RAILOCH				PORT/PUERTO/PORT DATE/FECHA/DATE HEURE/HORA/HOUR LOCH/CORREDE/RAILOCH														HOJA/SHEET N'			
DATE FECHA DATE		POSITION (chaque cahe ou midi) POSICION (cada lance o mediana)		CALEE LANCE SET		CAPTURE ESTIMEE ESTIMACION DE LA CAPTURA ESTIMATED CATCH										ASSOCIATION ASOCIACION ASSOCIATION		COMMENTAIRES OBSERVACIONES COMMENTS		COURANT CORRIENTE CURRENT	
						1		2		3		AUTRE ESPECE preciser le/les nom(s) OTRA ESPECIE dar el/los nombre(s)		REJETS preciser le/les nom(s) DESCARTES dar el/los nombre(s) DISCARDS give				Route/Recherche, probli mes divers, type d'epave (naturelle/artificielle, balisee, bateau), prise accessoire, taille du bane, autres associations, . Ruta/Busca, problemas varios, tipo de objeto (natural/artificial, con baliza, barco), captura accesoria, lalla del banco, otras			
						Taille Capture		Taille Capture		Taille Capture		Nom Taille Capture		Nom Taille Capture							
						Talla Captura		Talla Captura		Talla Captura		Nombre Talla Captura		Nombre Talla Captura							
Une calee par ligne/Uno lance cada linea/One set by line																					

Date

Appendix 3

COMMUNICATION FORMAT REPORTS

Entry Report (COE) (1)

Content	Transmission
Destination	FRA
Action code	CO
Vessel Name	
IRCS	
Position of entry	IT/LG
Date and Time (UTC) of entry	DD/MM/YYYY — HH:MM
Quantity (Mt) of fish on board per specie:	
Yellowfin (YET)	(Mt)
Bigeye Tuna (BET)	(Mt)
Skiniack (SK.I)	(Mt)
Others (Specify)	(Mt)

Exit Report (COX) (2)

Content	Transmission
Destination	FRA
Action code	COX
Vessel Name	
IRCS	
Position of entry	IT/LG
Date and Time (UTC) of exit	DD/MM/YYYY — HH:MM
Quantity (Mt) of fish on board per specie:	
Yellowfin (YET)	(Mt)
Bigeye Tuna (BET)	(Mt)
Skiniack (SK.I)	(Mt)
Others (Specify)	(Mt)

(1) Sent six (6) Hours before entering Mauritius Fishing Areas. (2) Sent six (6) Hours before exiting Mauritius Fishing Areas.

Catch Report (CAT) Format once inside Mauritius Fishing Areas (1).

Content	Transmission
Destination	FD
Action code	CAT
Vessel Name	
IRCS	
Date and Time (UTC) of report	DD/MM/YYYY — HH:MM
Quantity (Mt) of fish on board per specie:	
Yellowfin (YFT)	(Mt)
Bigeye Tuna (BET)	(Mt)
Content	(Mt)
Others (Specify)	(Mt)
Number of sets made since last report	

All reports shall be transmitted to the competent authority through the following contacts: E-mail: .....

Mail address: .....

(1) Every three (3) days after entering Mauritius Fishing Areas.

Appendix 4

COMMUNICATION OF VMS MESSAGES

Position report

Given	Code	Mandatory/ Optional	Comments
Start record	SR	O	System detail — indicates start of record
Consignee	AD	O	Message detail — recipient. Alpha 3 ISO country code
Consignor	FS	O	Message detail — sender. Alpha 3 ISO country code
Type of message	TM	O	Message detail — type of message shall be 'POS'
Radio call sign	CR	O	Vessel detail — international radio call sign of vessel
Internal reference number to the	IR	F	Vessel detail — unique contracting party number (ISO-3 code of flag State followed by
External registration number	XR	F	Vessel detail — number marked on side of vessel
Flag State	FS	F	Flag State detail
Latitude	The	O	Vessel position detail — position in degrees and minutes N/S DDMM (WGS-84)
Longitude	Lo	O	Vessel position detail — position in degrees and minutes E/W DDMM (WGS-84)
Date	DA	O	Vessel position detail — date of record of UTC position (YYYYMMDD)
Hour	TI	O	Vessel position detail — time of record of UTC position (HHMM)
End of record	ER	O	System detail — indicates end of record

Character set: ISO 8859.1

Each data transmission is structured as follows:

- A double slash (//) and the code 'SR' indicate the start of the message.
- A double slash (//) and field code indicate the start of a data element.
- A single slash (/) separates the field code and the data.
- Pairs of data are separated by space.
- The code 'er' and a double slash (//) at the end indicate the end of a record.
- Optional data elements have to be inserted between the start and end of the record.

## **Appendix 5**

### **VESSEL MONITORING SYSTEM (VMS)**

#### General Principles

1. With regard to the Vessel Monitoring System mentioned in the Part IV Section 4 of the Annex to this Agreement, all Seychelles vessels fishing, or intending to fish, in Mauritius fishing area pursuant to this Agreement including a Mauritius fishing area as provided for in Part I point 2(a) of the Annex, hereinafter referred to as fishing area, shall comply with all the following provisions.

2. A Seychelles vessel that is not equipped with a VMS Vessel Locator Device (VLD), or if the VLD installed on board is not functional, is not allowed to enter the Mauritius fishing area to conduct fishing activities.

3. Seychelles vessels' positions and movements shall be monitored, inter alia, by a VMS, without discrimination, in accordance with the provisions set out below.

4. For the purposes of VMS, the Seychelles Authority shall communicate to the Mauritius Fisheries Monitoring Centres (FMCs) the geographical coordinates (Latitudes and Longitudes) of the Mauritius fishing area.

5. The Mauritius Authority will transmit this information in electronic format, expressed in degrees decimal in the WGS-84 *datum* to the Seychelles Authority.

6. The Mauritius Authority and the Seychelles FMC will exchange information on their respective contact coordinates, namely electronic addresses in https format or, where appropriate, other secure communication protocol, and the specifications to be used in their respective FMCs as well as any alternative means of communication to be used in case of failure.

7. All Seychelles vessels holding a fishing authorisation must be equipped with a fully operational Vessel Location Device (VLD) installed on board, to enable automatic and continuous communication of their geographical coordinates, to the Mauritius FMC.

8. The frequency of transmission shall be on an hourly basis.

9. It is agreed that, at the request of either Party, there will be an exchange of information on the VMS equipment used, in order to ensure that the said

equipment is fully compatible with the requirements of the other Party for the purposes of these provisions.

10. The Parties agree to review these provisions as and when appropriate, including the relevant analysis of cases of malfunctioning or anomalies related to individual Seychelles vessels. All such cases will have to be notified by the Mauritius Authority to the Seychelles Authority at least 15 days before the review which shall occur in the framework of the Joint Committee.

11. Any dispute concerning the interpretation or the application of these provisions shall be subjected to consultation between the Parties within the framework of the Joint Committee provided for in Article 8 of this Agreement.

#### Integrity of the VMS

12. The Seychelles vessel Master, or anyone authorised by him, is prohibited from switching off, obstructing its VLD, or interfering in any manner whatsoever form with the data transmitted to the Seychelles FMC, when operating in the Mauritius fishing area.

13. The Master of the Seychelles vessel shall be responsible for the accuracy of the VMS data recorded and transmitted.

14. In particular, the Master shall ensure that:

- (a) data are not altered in any way;
- (b) the antenna or the antennas connected to the satellite tracking devices are not obstructed in any way;
- (c) the power supply of the satellite tracking devices is not interrupted in any way;
- (d) the Seychelles vessel tracking device is not removed from the place where the device was first installed;
- (e) any replacement of a Seychelles vessel tracking device is immediately notified to the Mauritius Authority.

14.1. Any breach of the above-mentioned obligations may render the Master liable for sanctions as provided under the applicable Mauritius legislation.

15. The VMS hardware and software components on the Seychelles vessels shall be, as far as possible, tamper proof i.e. shall not permit the input or output of false positions and must not be capable of being manually overridden.

16. The system shall be fully automatic and operational at all times regardless of environmental conditions. It shall be prohibited to destroy, damage, render inoperative or otherwise interfere with the satellite tracking device.

17. The position of the vessels will be determined with a margin of error of less than 100 metres and with a confidence interval of 99 %.

#### VMS data transmission

18. When a Seychelles vessel fishing under this Agreement enters into the Mauritius fishing area, subsequent position reports shall be automatically communicated by the Seychelles FMC to the Mauritius FMC, in real time, on a frequency set in point 8.

19. The VMS messages reported shall be identified by using the following 3 letter codes:

- (a) 'ENT', first VMS data report transmitted by each vessel upon entering the Mauritius fishing area;
- (b) 'POS', every VMS data report transmitted by each vessel while within the Mauritius fishing area; and
- (c) 'EXI', first VMS data report transmitted by each vessel after exiting the Mauritius fishing area.

20. The frequency of transmission may be changed up to a 30 minutes basis, when strong evidence is provided by the Mauritius Authority demonstrating that the Seychelles vessel is perpetrating an infringement.

(a) This evidence shall be submitted by the Mauritius FMC to the Seychelles FMC, along with the request to alter frequency. The Seychelles FMC shall send the data to the Mauritius FMC, automatically, and in real time, immediately after receiving the request.

(b) The Mauritius FMC shall notify immediately the Seychelles FMC of the end of the monitoring procedure.

(c) The Seychelles FMC shall be informed of the follow up of any inspection procedure based on the special request under this point.

21. The messages referred to in paragraph 19 shall be transmitted electronically in https format, or other secure communication protocols, subject to prior agreement between the relevant FMCs.

#### Malfunction of the VMS equipment on board of the Seychelles vessel

22. In the event of a technical problem or malfunction of the VLD installed on board the Seychelles vessel, the Master of that vessel shall communicate the information specified in paragraph 19, by means of any of the communication forms agreed in paragraph 6, to the Seychelles FMC, starting from the time when the failure or malfunction was informed by the Mauritius Authority.

23. At least one global position report every four hours shall be transmitted while the Seychelles vessel stays in the Mauritius waters. That global position report will include the hourly positions as registered by the Master of that vessel during those four hours and as described in Appendix 4.

24. The Seychelles FMC shall forward these messages to the Mauritius FMC without delay. In case of necessity or doubt, the Mauritius Authority may request the transmission of that position report every hour from a given Seychelles vessel.

25. Defective equipment shall be repaired or replaced as soon as the Seychelles vessel concludes its fishing trip. Any new fishing trip shall not begin until the equipment has been repaired or replaced and duly authorised by the Seychelles Authority, which will notify the Mauritius Authority of its decision.

#### FMC failure — Non-receipt of VMS data by the Seychelles FMC

26. When one of the FMCs does not receive VMS data, this FMC shall promptly inform the other FMC contact thereof and, if necessary, work together to solve the problem.

27. The Seychelles FMC and the Mauritius FMC will, before the application of this Agreement, mutually agree alternative electronic means of communication to be used for the transmission of VMS data in case of failure of the FMC, and inform each other without delay of any changes to these means.

28. Whenever the Mauritius FMC reports that the VMS data have not been received, the Seychelles FMC shall identify the causes of the problem and take appropriate measures to ensure that the problem is solved. The Seychelles FMC shall notify the Mauritius FMC of the results and measures taken, within 24 hours from the acknowledgment of the failure.

29. If the resolution of the problem requires more than 24 hours, the Seychelles FMC shall forward the missing VMS data to the Mauritius FMC, using the alternative means of communication referred to in paragraph 27.

30. The Seychelles vessels shall thus not be subjected to any infringement procedure for the non-reception of VMS data by the Seychelles FMC due to the failure of the FMC systems.

#### Maintenance of an FMC

31. The scheduled maintenance of an FMC (maintenance program) that is likely to affect the exchange of VMS data, must be notified to the other FMC at least 72 hours in advance, indicating if possible, the date and the duration of the maintenance. Unscheduled maintenance shall be communicated as soon as possible to the other FMC.

32. During the maintenance, the provision of VMS data can be queued until the system is operational again. Relevant VMS data are then made available immediately after maintenance has been completed.

33. If maintenance lasts more than 24 hours, the VMS data will be transmitted to the other FMC using the electronic alternative means referred to in paragraph 27.

34. The Mauritius Authority shall inform its Monitoring Control and Surveillance (MCS) services so that Seychelles vessels are not subject to any infringement procedure for non VMS data transmission due to maintenance of the FMC.

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