

**AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF MAURITIUS AND
THE GOVERNMENT OF THE REPUBLIC OF SEYCHELLES ON ACCESS FOR SEYCHELLES
VESSELS TO THE MAURITIUS FISHING ZONE**

THE REPUBLIC OF MAURITIUS, hereinafter referred to as “Mauritius”,

and

THE REPUBLIC OF SEYCHELLES, hereinafter referred to as “Seychelles”,

both hereinafter referred to as "the Parties",

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

HAVING REGARD to the United Nations Convention on the Law of the Sea of 10 December 1982 (UNCLOS) and the Agreement on the Conservation and Management of Straddling Fish Stocks and Highly Migratory Fish Stocks of 1995;

RECALLING that UNCLOS provides for the establishment of Exclusive Economic Zones, amongst others, by coastal States;

RECOGNISING that Mauritius has sovereign rights and/or jurisdiction over the Exclusive Economic Zone, an area beyond and adjacent to the territorial sea, extending up to 200 nautical miles from its baseline in accordance with UNCLOS;

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 and of the FAO Port State Measures Agreement to Prevent, Deter and Eliminate Illegal, Unreported and Unregulated (IUU) Fishing;

DETERMINED to continue and enhance the implementation of these measures;

NOTING that both Mauritius and Seychelles are members of the Indian Ocean Tuna Commission (IOTC) and other relevant regional fisheries management organisations;

DETERMINED to cooperate in a spirit of mutual trust and respect for each State’s interest in the sphere of fishing, whilst promoting and implementing 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 individually, are complementary, and ensure consistent policies and synergy of efforts; and

DESIROUS of establishing terms and conditions governing the fishing activities of Seychelles vessels in the waters of Mauritius in line with responsible fishing in those waters.

HEREBY AGREE AS FOLLOWS—

Article 1

Scope

1. This Agreement establishes the principles, rules and procedures governing—
 - (a) economic, financial, technical and scientific cooperation in the fisheries sector with a view to promote responsible fisheries for sustainability in the Mauritius fishing zone to guarantee the conservation and sustainable exploitation of fisheries resources;
 - (b) conditions of access by the Seychelles fishing vessels to the Mauritius fishing zone, as set out in the Annex; and
 - (c) arrangements for the management, control and surveillance of fishing activities in the Mauritius fishing zone with a view to ensuring that the provisions of this Agreement are complied with, that the measures for the conservation and sustainable exploitation of fish stocks and management of fishing activities are effective, and that IUU fishing is prevented.
2. The Annex and Appendix to this Agreement form an integral part thereof.

Article 2

Definitions

For the purpose of this Agreement—

- (a) “fishing activity” means searching for fish, setting, towing, hauling of fishing gear, taking catch on board, processing on board, transferring, caging, fattening and landing of fish and fish products;
- (b) “fishing authorisation” means a valid entitlement or licence to engage in fishing activities in accordance with the terms of the said fishing authorisation provided under this Agreement;
- (c) “fishing vessel” means any vessel equipped for fishing and fishing-related activities for commercial exploitation of species covered under Article 4 of this Agreement;
- (d) “Joint Committee” means a committee made up of representatives of Mauritius and Seychelles, and whose functions are described in Article 8 of this Agreement;
- (e) “landing” has the same meaning as in the IOTC context;

- (f) “Mauritius authorities” means the Ministry responsible for fisheries;
- (g) “Seychelles vessel” means a fishing vessel registered in Seychelles and flying the Seychelles flag;
- (h) “responsible fisheries” means fishing in accordance with the objectives and principles contained in the Code of Conduct for Responsible Fisheries adopted at the 1995 Conference of the FAO;
- (i) “Seychelles authorities” means the Ministry responsible for fisheries;
- (j) “Mauritius fishing zone” means an area beyond 75 nautical miles from the baseline of the islands of Mauritius, Rodrigues and 40 nautical miles from the baseline of Cargados Carajos (St Brandon) and Agalega, which has been designated as area for operation of the Seychelles fishing vessels pursuant to this Agreement;
- (k) “support vessel” has the same meaning as in the IOTC context and excludes any use of the vessel for transshipment operations and fish catching/harvesting; and
- (l) “transshipment” has the same meaning as in the IOTC context.

Article 3

Principles and objectives

1. The Parties hereby undertake to promote and implement responsible fishing in the Mauritius fishing zone based on the principle of non-discrimination between the different fleets fishing in those waters.
2. The Parties agree that the Seychelles vessels shall fish only the surplus of the allowable catch as provided for in Article 62(2) and (3) of UNCLOS and established in a transparent manner on the basis of available and relevant scientific advice and relevant information exchanged between the Parties concerning the total fishing effort on the relevant stocks by all fleets operating in the fishing zone, as referred to in the Annex.
3. In the interest of transparency, Mauritius undertakes to make public and exchange information relating to this Agreement authorising Seychelles vessels to fish in the Mauritius fishing zone, and the resulting fishing effort, in particular the number of fishing authorisations issued and the catches reported in accordance with the applicable IOTC confidentiality standard.
4. The Parties shall comply with applicable conservation and management measures adopted by relevant regional fisheries management organisations and in particular the IOTC, duly taking into account regional scientific assessments.
5. The Parties shall endeavour to promote economic co-operation in the fishing and processing industry in Mauritius and Seychelles respectively, with a view to enhancing investments, resource valorisation and job creation and maintain a proper balance between supply and demand of fish.
6. Each Party shall encourage its vessels operating in the other Party to procure goods and services in that State for their fishing activities.
7. The Parties hereby undertake to ensure that this Agreement is implemented in accordance with the policies of both Mauritius and Seychelles.
8. Each Party shall endeavour to adhere to principles of transparency and, where applicable, economic and social governance, during the implementation of this Agreement.

9. The Parties shall consult prior to adopting any decision that may impact the activities of Seychelles vessels under this Agreement consistent with the rationale of Article 16.
10. Nothing in this Agreement shall authorise, constitute or be construed as a waiver of applicable national legislation by a Party.

Article 4

Species coverage

The species covered under this Agreement are highly migratory species as listed in Annex 1 to UNCLOS, with the exclusion of —

- a. the family Alopiidae;
- b. the family Sphyrnidae;
- c. the family Mobulidae; and
- d. the following species: *Cetorhinus maximus*, *Rhincodon typus*, *Carcharodon carcharias*, *Carcharhinus falciformis* and *Carcharhinus longimanus*.

Article 5

Statistical and scientific cooperation on responsible fishing

1. The Parties shall cooperate to jointly monitor the status of the tuna and tuna-like stocks covered by this Agreement in the Mauritius fishing zone and support the assessment work carried out by the IOTC.
2. The Parties shall exchange relevant statistical, biological, conservation and environmental information and cooperate in the relevant scientific meetings, as may be required with a view to sustainably manage and conserve the tuna and tuna-like stocks covered by this Agreement.
3. On the basis of the best available scientific advice provided by the IOTC, the Parties may hold joint consultations within the Joint Committee and, where necessary, agree to take measures for a responsible management of the tuna and tuna-like stocks covered by this Agreement.

Article 6

Access by Seychelles vessels to the Mauritius fishing zone

1. Mauritius hereby undertakes to grant fishing opportunities to Seychelles vessels to access Mauritius fishing zone and to engage in fishing activities in accordance with this Agreement and Annex thereto.
2. The fishing opportunities granted to Seychelles vessels under this Agreement shall not be interpreted or construed as establishing, recognising or conferring any historical right, acquired right or entitlement to quota allocation, onto Seychelles, under any existing or future allocation regime adopted or established by the IOTC.
3. Mauritius authorities shall issue fishing authorisations to Seychelles vessels exclusively under this Agreement.

4. Seychelles shall ensure that its vessels comply with this Agreement and the applicable legislation governing fisheries in the Mauritius.
5. The Parties shall ensure the implementation of the conditions and arrangements set out in this Agreement.

Article 7

Fishing authorisations

1. Seychelles vessels may fish in the Mauritius fishing zone provided that they are in possession of a valid fishing authorisation issued by the Mauritius authorities pursuant to this Agreement.
2. The Annex sets out the procedure for the issuance of a fishing authorisation to a Seychelles vessel, the applicable fees and the method of payment by Seychelles vessel owners.

Article 8

Joint Committee

1. The Parties shall set up a Joint Committee which shall perform the following functions—
 - (a) monitor the implementation of this Agreement;
 - (b) discuss matters of mutual interest relating to fisheries, including statistical analysis of data on catches, sourcing of raw materials for the 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) act as a forum to resolve any matter relating to the implementation of this Agreement;
 - (d) review, when deemed necessary, the level of fishing opportunities, based on best available scientific advice;
 - (e) make recommendations to the Parties on any amendment to the technical provisions of this Agreement; and
 - (f) perform such other function which the Parties may mutually agree.
2. The Joint Committee shall exercise its functions in line with the objectives of this Agreement.
3. The Joint Committee shall meet at least once a year, alternately in Seychelles and in Mauritius, and shall be chaired by the Party hosting the meeting. It shall hold a special meeting at the request of either of the Parties. Each Party shall be responsible for its own travel costs.
4. In urgent cases and where the Parties so agree, the Joint Committee may take decisions via Exchange of Letters.

Article 9

Suspension of the implementation of this Agreement

1. This Agreement may be suspended at the initiative of either Party under either of the following circumstances —
 - (a) any situations beyond the reasonable control of either of the Parties, leading to prevention of fishing activities in the Mauritius fishing zone; and
 - (b) where a serious and unresolved dispute occurs between the Parties over the interpretation or implementation of this Agreement.
2. Suspension of the Agreement shall be notified in writing by the suspending Party to the other Party, through diplomatic channel, and shall take effect six (6) months after receipt of such notification, unless the Parties decide by mutual consent to extend this period. The Parties shall enter into consultations after such notification of suspension with a view to finding an amicable settlement to their dispute in accordance with Article 10.
3. 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 10

Dispute settlement

The Parties shall settle any dispute on the interpretation or application of this Agreement amicably through joint consultations.

Article 11

Termination

1. This Agreement may be terminated by either Party at any time by communicating in writing to the other Party, through diplomatic channels, of its intention to terminate within six (6) months in advance. The termination shall take effect one (1) month after receipt of such notification.
2. Where a notice is issued pursuant to paragraph 1, the Parties shall, through the Joint Committee, hold meaningful joint consultations as to the purported termination.
3. Notwithstanding the issue of the notice of termination and provided the Agreement is not suspended, the Parties shall implement the provisions of this Agreement during the six (6) months period set out in paragraph 1.
4. In the absence of mutual consent of the Parties to continue the Agreement, the termination shall take effect at the expiry of the six (6) months period set out in paragraph 1.
5. In case of termination following a prior period of suspension, the fishing authorisation issued by a Party shall be deemed to have lapsed on the date the suspension takes effect and the fees shall be pro-rated to the latter date.

6. Where termination is to take place without a prior period of suspension, the fishing authorisation shall lapse on the date of termination and the fees shall be pro-rated to the latter date.

Article 12

Applicable law

Seychelles vessels authorised to operate in the Mauritius fishing zone under this Agreement shall be governed by the laws of Mauritius unless otherwise provided under this Agreement, in accordance with the applicable principles of international law.

Article 13

Confidentiality

1. The Parties undertake to ensure that all nominative data relating to fishing activities in the Mauritius fishing zone under this Agreement, including data collected by observers, are processed in accordance with confidentiality and data protection principles under the applicable law of the respective Parties.
2. Notwithstanding Article 3(3), the Parties shall ensure that only aggregated data related to fishing activities in the Mauritius fishing zone shall be made available to the public.
3. The data and information referred to in paragraph 1 shall be used by the competent authorities exclusively for the purpose of implementing this Agreement and for the purpose of fisheries management, monitoring, control and surveillance.
4. Personal data that is processed by the Mauritius authorities shall be processed in a manner that ensures its protection, including against unauthorised or unlawful processing, and shall not be kept beyond the time necessary for the purpose for which the data were exchanged.
5. The Joint Committee may establish appropriate safeguards and legal remedies in accordance with the relevant Mauritius legislation on the protection of personal data.

Article 14

Electronic exchanges of data

1. The Parties undertake to implement the necessary systems for the electronic exchange of all information and documents related to the implementation of this Agreement and its Annex. The electronic form of a document at any point shall be considered equivalent to the original version.
2. Either Party shall immediately notify the other Party of any disruption of a computer system impeding such exchanges. When such disruptions occur, the information and documents related to the implementation of this Agreement and its Annex shall be automatically replaced by their paper version in the manner defined in the Annex.

Article 15

Mid-term review

The Parties may decide to conduct a mid-term review to assess the implementation and effectiveness of this Agreement.

Article 16

Amendment

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

Article 17

Surviving obligations following expiry or termination

The termination or expiry of this Agreement in accordance with Articles 11 or 17 respectively shall not affect any civil or criminal liability in respect of—

- a. a breach by a Seychelles vessel of any applicable law of Mauritius or condition set in the fishing authorisation; or
- b. any outstanding fee or due related to the fishing authorisation or operations, which occurred prior to the termination or expiration of this Agreement.

Article 18

Duration and renewal

This Agreement shall be valid for a period of three (3) years as from the date of its entry into force and shall be renewed through expression of intention by one Party and confirmation in writing by the other Party, through diplomatic channel. The intention to renew shall be communicated six (6) months before the expiry of the Agreement and the confirmation shall be communicated within three (3) months of notification of the intention.

Article 19

Entry into force

This Agreement shall enter into force retrospectively from the 1st day of January 2026.

IN WITNESS WHEREOF the undersigned authorised representatives of the Parties have signed this Agreement on this _____ day of March 2026 in two original texts in the English language.

**For and on behalf of the Government of the
Republic of Mauritius**

**For and on behalf of the Government of the
Republic of Seychelles**

**Dr. Arvin Boolell, G.O.S.K
Minister of Agro-Industry, Food Security,
Blue Economy and Fisheries**

**Mr. Wallace Cosgrow
Principal Minister, Minister for Fisheries,
Agriculture and Blue Economy**

ANNEX

CONDITIONS FOR THE EXERCISE OF FISHING ACTIVITIES BY SEYCHELLES VESSELS IN THE MAURITIUS FISHING ZONE

CHAPTER I

GENERAL PROVISIONS

1. General obligations

Seychelles vessels in respect of which a fishing authorisation has been issued in accordance with this Agreement shall comply with the provisions of the applicable legislation of the Republic of Mauritius and its fisheries policies concerning the sustainable exploitation and conservation and control measures and other relevant provisions governing fishing in the Mauritius fishing zone and the provisions laid down in this Agreement.

2. Fishing zone

- (a) Mauritius shall provide Seychelles with the geographic coordinates of the fishing zone in which Seychelles vessels may operate pursuant to this Agreement.
- (b) Seychelles vessels shall be prohibited from using longline and purse-seine on tuna and tuna-like species inside the areas defined as areas where fishing is prohibited by foreign fishing vessels under the legislation of the Republic of Mauritius in relation to fisheries.
- (c) Mauritius shall notify Seychelles of any modification to the Mauritius fishing zone one month before such modification enters into force.

3. Labour

The employment of seafarers shall be governed by the International Labour Organisation (ILO) Declaration on Fundamental Principles and Rights at Work of 1998 (amended in 2022) and relevant ILO conventions, including the freedom of associations and the effective recognition of the right to collective bargaining, the elimination of discrimination in respect of employment and occupation, elimination of forced and child labour, safe and healthy working environment and decent working and living conditions on-board fishing vessels.

CHAPTER II

FISHING OPPORTUNITIES

1. The fishing opportunities granted under Article 6 of this Agreement shall be as follows:
 - (a) 15 tuna purse-seiners, and
 - (b) 20 tuna longliners.
2. Support vessels shall be authorised subject to the conditions set out in this Annex and in accordance with the applicable IOTC resolutions.

3. Seychelles vessels shall engage in fishing activities in the Mauritius fishing zone provided they are in possession of a fishing authorisation issued in accordance with Article 7 of this Agreement and the conditions established in this Annex.

CHAPTER III

FISHING AUTHORISATIONS

SECTION 1

Application and issue of fishing authorisations

A fishing authorisation is valid for one calendar year from 1st January to 31st December.

Conditions for obtaining a fishing authorisation

A Seychelles fishing vessel shall be eligible to the grant of a fishing authorisation under this Agreement where it:

- (a) is authorised by Seychelles to carry out fishing activities under this Agreement;
- (b) is on the list of authorised fishing vessels of the IOTC;
- (c) is not included in an IUU list of any regional fisheries management organisation; and
- (d) has complied with its obligations deriving from its previous activities in the Mauritius fishing zone and paid the applicable advance fee as provided for in this Annex.

Application for a fishing authorisation

1. All Seychelles vessels applying for a fishing authorisation shall be represented by an agent who is a resident of Mauritius. The full name, address and contact details of that agent shall be stated in the application.
2. The Seychelles authorities shall submit to Mauritius authorities a fishing authorisation application for each Seychelles vessel requesting to fish under this Agreement at least 20 days before the expected starting date of the fishing activities.
3. Each application shall be submitted on a form drawn up in accordance with to the specimen in Appendix 1 and shall be accompanied by the following information:
 - (a) proof of payment of the fee for the period of validity of the fishing authorisation, environment management fee and vessel monitoring system (VMS) fee;
 - (b) a recent digital colour photograph of the vessel of adequate resolution showing a detailed lateral view of the vessel including the vessel's name and identification number visible on the hull; any other documents or certificates required under the specific rules applicable to the type of vessel concerned pursuant to this Agreement; and
 - (c) a copy of the International Tonnage Certificate (1969) for vessels applying for a fishing authorisation for the first time under the Agreement.

4. All payments related to authorisations shall be paid into a bank account in Mauritius, the details of which shall be provided by Mauritius before the entry into force of this Agreement. The associated costs linked to bank transfers shall be borne by vessel owners or their agents.
5. Fees shall include all national and local charges except for port taxes and service charges. They shall include all non-operational costs.

Issuing of the fishing authorisation

1. Fishing authorisations for Seychelles vessels shall be issued to the vessel's agents within 15 days after all the required documents referred to in point 3 have been received by the Mauritius authorities. The Mauritius authorities shall adopt a decision on the list of authorised vessels and shall send a copy of the fishing authorisations to the Seychelles authorities.
2. A Seychelles vessel which has been granted a fishing authorisation shall keep on board at all times the fishing authorisation or a copy of the decision mentioned in the first paragraph.

Transfer of the fishing authorisation

1. A fishing authorisation shall be issued for a specific Seychelles vessel and shall not be transferable except in the event of force majeure.
2. Where Mauritius is satisfied that there is force majeure, a Seychelles vessel's fishing authorisation may be transferred at the request of Seychelles and upon approval of the Mauritius authorities for the remaining period of its validity to another eligible Seychelles vessel with similar characteristics, with no further fee due.
3. Any transfer of fishing authorisation shall take effect on the day that it is issued by the Mauritius authorities. Seychelles authorities shall be notified of the change and receive a copy of the new fishing authorisation forthwith.

SECTION 2

Support vessels

1. Mauritius authorities shall authorise the Seychelles vessels which are in possession of a fishing authorisation to be assisted by support vessels. The support vessels shall fly the flag of Seychelles and shall not be equipped for catching fish or be used for transshipments.
2. The reporting requirements regarding support vessels shall comply with applicable IOTC obligations and national legislation.
3. Support vessels flying the flag of Seychelles shall be subject to the same authorisation procedures governing the issuance and transmission of fishing authorisation applications as described in Section 1, to the extent applicable to them.

SECTION 3

Fishing authorisation conditions – advance fee payments

The advance fee payment to be made by the fishing vessel owners of the Seychelles vessels at the time of application for a fishing authorisation to be issued by the Mauritius authorities shall be as follows:

Tuna purse seine vessels

EUR 31,200 per vessel per year.

Tuna longline vessels

EUR 22,750 per vessel for a period of six months; or

EUR 39,000 per vessel per year.

Support vessels

EUR 5,000 per vessel per year.

VMS administration fee

EUR 1,860 per vessel per year

CHAPTER IV

MONITORING

SECTION 1

Catch Notification

1. All Seychelles vessels authorised to fish in the Mauritius fishing zone under this Agreement shall communicate their catches daily to the Mauritius authorities by submitting their logbooks and in the following manner, until such time as the Electronic Reporting System (ERS) is implemented by both Parties.
2. Seychelles vessels authorised to fish in the Mauritius fishing zone shall, on a daily basis complete a statement of catch form complying with applicable IOTC resolutions for every set of each fishing trip they undertake in the Mauritius fishing zone. While in the Mauritius fishing zone, Seychelles vessels shall report every three days to Mauritius authorities by electronic means, the information required in the format provided in Appendix 4. Any amendment to that form shall be subject to the prior approval of the Joint Committee.
3. Notwithstanding an absence of catches, the statement of catch form shall be duly filled and provided by the master of the vessel. The form shall be filled in legibly and signed by the master of the vessel or his representative and the accuracy of the data recorded and transmitted in the statement of catch form is the responsibility of the master.

4. In the event of failure to comply with the provisions relating to the reporting of catches, the Mauritius authorities may suspend the fishing authorisation of the Seychelles vessel concerned until the missing catch report is obtained and penalise the vessel owner in accordance with the relevant provisions under the national legislation in force. If the offence is repeated, the Mauritius authorities may refuse to renew the fishing authorisation. The Mauritius authorities shall inform the Seychelles authorities immediately of any sanction applied in this context.
5. Seychelles shall provide the Mauritius authorities, before the end of each quarter, the aggregated data for the previous quarters of the current year, indicating the quantities of catch per vessel, per month, and per species. Those data shall be considered provisional.
6. Once the ERS is fully operational, the Seychelles authorities shall provide the required data using a template in the xml-format, following the guidelines provided in Appendix 3. Until the implementation of the ERS, the appropriate format as provided in Appendix 4, shall be used.
7. The Mauritius authorities may report to the Seychelles authorities any inconsistency between data in the electronic fishing logbook provided by the Electronic Reporting System (ERS), vessels logbooks and observer data or other information. In that case, the Seychelles authorities shall conduct investigations and update data as necessary.

SECTION 2

Electronic Reporting System (ERS)

1. Upon the operationalisation of the ERS by both Parties, Seychelles vessels shall use ERS for the declaration of catches, as follows:
 - (a) the master of the Seychelles vessel carrying out fishing activities under this Agreement shall keep an electronic fishing logbook through the designated ERS application; and
 - (b) any Seychelles vessel not equipped with ERS, shall not be authorised to enter Mauritius fishing zone in order to engage in fishing activities.
2. The master is responsible for the accuracy of the data recorded in the electronic fishing logbook. The electronic fishing logbook shall comply with the applicable IOTC resolutions.
3. The master shall, on a daily basis, record the estimated live weight of each species caught and kept on board, or discarded into the sea, in accordance to applicable IOTC resolutions, for each fishing operation.
4. If the Seychelles vessel is present in the Mauritius fishing zone but does not carry out any fishing, the position of the vessel at noon shall be recorded.
5. The master shall ensure that the electronic fishing logbook data is transmitted automatically and on a daily basis to the Fisheries Monitoring Centre (FMC) of Seychelles. The transmissions shall include the following:
 - (a) the vessel identification numbers and the name of the fishing vessel;
 - (b) the FAO 3-alpha code of each species;
 - (c) the relevant geographical area (latitude and longitude) in which the catches were taken;
 - (d) the date and the time of the catches;

- (e) the date and time of departure from and arrival at the port;
 - (f) the type of gear and, where applicable the technical specifications and dimensions;
 - (g) the estimated quantities of fish, including the quantities of each species kept on board, in kilograms live weight or, where appropriate, the number of individual fish; and
 - (h) the estimated quantities of fish, including the quantities of each species discarded, in kilograms live weight or, where appropriate, the number of individual fish.
6. Seychelles authorities shall ensure that the data are received and recorded in a computer database enabling the data to be stored securely for at least 36 months.
 7. The Mauritius and Seychelles authorities shall ensure that they have the necessary IT equipment and software to automatically exchange ERS data. ERS data shall be exchanged in a standardised form provided by the Mauritius FMC, and any changes to standards shall be implemented within six months.
 8. The Seychelles FMC shall ensure that fishing logbooks are automatically made available by ERS to the Mauritius FMC on a daily basis for the period during which the vessel is present in the Mauritius fishing zone, even in the event of a zero catch.
 9. The Seychelles FMC shall automatically and without delay forward time critical ERS messages (namely COE, COX, PNO) received from the Seychelles vessels to the Mauritius FMC.
 10. Daily fishing activity reports (FAR) of the Seychelles vessels shall be made available to the Mauritius FMC automatically and without delay.
 11. The transmission of ERS data shall use electronic means of communication managed by the Mauritius authorities, identified at DEH (data exchange highway).
 12. Mauritius and Seychelles authorities shall each designate one ERS correspondent who shall act as the contact point. They shall communicate to each other the contact details of their respective ERS correspondent.
 13. The arrangements for reporting catches by ERS and the procedures in the event of malfunction are set out in Appendix 3.
 14. The Mauritius authorities shall handle data on the fishing activities of individual Seychelles vessels in a confidential and secure manner.
 15. In case of any technical problem or malfunction of the ERS, declarations of catches shall be made pursuant to Section 1.

SECTION 3

Catch communication: entering and leaving the Mauritius fishing zone

1. The duration of a trip by a Seychelles vessel shall be defined as follows:
 - (a) the period between entering and leaving the Mauritius fishing zone;
 - (b) the period between entering the Mauritius fishing zone and a transshipment, or
 - (c) the period between entering the Mauritius fishing zone and a landing in Mauritius.
2. Seychelles vessels shall notify the Mauritius authorities at least 24 hours in advance of their intention to enter or leave the Mauritius fishing zone.
3. While notifying entry or exit, the Seychelles vessels shall also communicate their position (latitude and longitude), at the time of communication and the tonnage and species of catches kept on board. Those communications shall be made in the format set out in Appendix 4, by e-mail or alternatively through ERS, to the contact details provided by the Mauritius authorities.
4. It shall be a criminal offence for any Seychelles vessel found to be fishing without prior notification to the Mauritius authorities. The said Seychelles vessel, together with its owner, agent and master, are subject to legal action, and liable to such penalty set referred to in Chapter VIII.

SECTION 4

Landing

1. The term "by-catch" has the same meaning as in the IOTC context.
2. The designated port for landing activities in Mauritius is Port Louis.
3. All Seychelles vessels purporting to land catches in the Mauritius designated port shall notify the following information to the Mauritius authorities at least 48 hours in advance:
 - (a) the name and International Radio Call Sign (IRCS) of the landing fishing vessel;
 - (b) the date and time of landing;
 - (c) the quantity in kg, rounded to the nearest 100 kg, by species to be landed; and
 - (d) the product form presentation.
4. Landings shall be considered as an exit from the Mauritius fishing zone as defined in Section 3, point 1. Seychelles vessels shall therefore submit their Landing Declarations to the Mauritius authorities and to the Seychelles authorities, not later than 24 hours after completion of the landing, or in any event, before the vessel leaves port.

SECTION 5

Transshipment

1. Transshipment at sea is prohibited, and any person infringing this provision shall be liable to the enforcement measures provided for by Mauritius legislation. Transshipments may only be carried out in Port Louis.
2. In the case of a transshipment in the port of Mauritius, the Seychelles vessel owner or its agent shall notify the following information to the competent Seychelles authorities and, at the same time, to the port authority of Mauritius, at least 48 hours in advance:
 - (a) the transshipment port or area where the operation will occur;
 - (b) the name and the International Radio Call Sign (IRCS) of the donor vessel;
 - (c) where applicable, the name and the IRCS of the receiving vessel or reefer;
 - (d) where applicable, the storage facilities;
 - (e) the date and time of transshipment;
 - (f) where possible, the next point of destination;
 - (g) the quantity in kilogram, by species to be transhipped; and
 - (h) the product form presentation.
3. Transshipment shall be considered as an exit from Mauritius fishing zone as defined in Section 3.1. Seychelles vessels shall submit their catch declarations to the Mauritius authorities and to the Seychelles authorities, no later than 24 hours after completion of the transshipment, or in any event, before the donor vessel leaves port, whichever occurs first.

SECTION 6

Vessel Monitoring System (VMS)

1. The Seychelles vessels authorised under this Agreement shall be equipped with a satellite-based vessel tracking device and/or vessel monitoring device in accordance with the laws of Mauritius and make use of the VMS in accordance with Appendix 5.
2. It is prohibited to move, disconnect, destroy, damage, interfere with or render inoperative the vessel tracking device and/or vessel monitoring device placed on board the Seychelles vessels for the purpose of data transmission or to intentionally alter, divert or falsify data transmitted or recorded by such a system.
3. Seychelles vessels shall communicate their position automatically and continuously, at least every hour, to the Seychelles FMC, in accordance with Appendix 5.

Secure communication of position messages from Seychelles

1. Seychelles FMC shall automatically send the position messages of the Seychelles vessels concerned to the Mauritius FMC via a direct HTTPS connection. The Mauritius FMC and the Seychelles FMC shall exchange their contact email addresses and inform each other immediately of any change to these addresses.
2. The Mauritius FMC shall inform Seychelles FMC of any interruption in the reception of consecutive position messages from a Seychelles vessel holding a fishing authorisation, if the vessel concerned has not notified its exit from the Mauritius fishing zone.

Malfunction of the communication system

1. The Mauritius FMC shall ensure the compatibility of its electronic equipment with Seychelles FMC and inform the Seychelles FMC immediately of any malfunction concerning the sending and receiving of position messages with a view to finding a technical solution as soon as possible.
2. If the non-receipt of the VMS data by the Mauritius FMC is as a result of the failure of the electronic systems, in consultation with the other Party, the Party concerned shall take prompt action to resolve the problem rapidly. The other Party shall be notified once the problem has been resolved. The data not received by Mauritius shall be provided to it as soon as the problem is resolved. Until the problem is resolved, the Seychelles FMC shall communicate to the Mauritius FMC every 24 hours, by email, position messages received for the periods of presence of the Seychelles vessels in Mauritius fishing zone. The Joint Committee shall deal with any dispute that may arise.
3. Communication failures between the Seychelles FMC and the Mauritius FMC shall not affect the normal operation of the vessels' fishing activities. In particular, a vessel shall not be considered in infraction when such failure is identified.
4. The master of a Seychelles vessel shall commit an offence, if the vessel's Vessel Tracking Device (VTD) is found to have been tampered with in order to disrupt its operation or falsify its position messages. Any infringement shall be subject to such prosecution and penalty provided for under the applicable legislation of Mauritius.

Revision of the frequency of position messages

1. On the basis of documentary evidence pointing to an infringement, the Mauritius FMC may ask the Seychelles FMC, with a copy to the Mauritius and Seychelles authorities, to reduce the interval for sending position messages from a Seychelles vessel to every 30 minutes for a set period of investigation. The Mauritius FMC shall send that documentary evidence to the Seychelles FMC and to the Mauritius and Seychelles authorities. The Seychelles FMC shall immediately send position messages to the Mauritius FMC at the new frequency.
2. At the end of the set investigation period, the Mauritius FMC shall inform the Seychelles FMC and the Mauritius and Seychelles authorities, of any follow-up action required.

CHAPTER V

OBSERVERS

The Parties recognise the importance of complying with the obligations of applicable IOTC resolutions with regard to the Regional Observer Schemes (ROS) and their respective legislation, including electronic observation schemes. The modalities for the implementation of electronic observation schemes shall take into account the practical implications for the fleets and the time needed for the transition.

Designated vessels and scientific observers

1. The Seychelles vessels authorised to fish in the Mauritius fishing zone shall, at the request of the Mauritius authorities, embark one observer, in the context of a national or regional observation programme under the terms set out below. The embarkation of additional observers shall also be considered on a case by case basis.
2. The Mauritius authorities shall draw up a list of Seychelles vessels designated to embark an observer and a list of appointed observers, while taking into account the characteristics of the vessels and possible space limitations due to security requirements. The list shall be kept up to date and forwarded to the Seychelles authorities as soon as it has been drawn up, and each time it is updated.
3. The Mauritius authorities shall communicate to the owner or agent of the Seychelles vessel concerned, the name of the designated observer not later than 15 days before the scientific observer's planned embarkation date.

Embarkation conditions

1. The time spent on board by observers shall be fixed by the Mauritius authorities and, as a general rule, shall not exceed the time required to carry out their duties. In the context of a regional observer programme, the observer may remain on board for a mutually agreed extended period.
2. The Mauritius authorities shall inform the Seychelles vessel owners or their agents thereof when notifying the name of the designated observer.
3. The conditions for embarkation of observers shall be agreed between the vessel owners and Mauritius authorities after the notification of the designated scientific observers.
4. Within two weeks, and upon giving ten days' notice, the vessel owners of the Seychelles vessels concerned shall make known at which port, and on what dates they intend to take observers on board.
5. Where observers are taken on board in a foreign port, their travel costs shall be borne by the vessel owner. Should a Seychelles vessel with an observer designated by the Mauritius authorities on board leave the Mauritius fishing zone, all measures shall be taken to ensure that the observer safely returns to Mauritius as soon as possible at the expense of the vessel owner, unless the observer is continuing with the Seychelles vessel in the context of his observer duties through another Agreement or observer programme.
6. If the observer is not present at the time and place agreed and during the six hours following the time agreed, the Seychelles vessel owner shall be relieved of the obligation to take the observer on board.
7. Seychelles vessel owners shall bear the cost of providing board and accommodation for observers in the same conditions as for the officers on board the vessel.

Observers shall be treated as officers.

The salary and applicable taxes of the observers shall be borne by the vessel owner through the Mauritius authority.

Observer's duties

1. The observers shall observe and record the fishing activities of the vessels for scientific purposes, in particular:
 - the species, quantity, size and condition of fish taken, including targeted species and by-catches, and of incidental catches of sharks, marine mammals, turtles, cetaceans, mobulids rays and sea birds;
 - the method by which, the areas in which, and the depth at which, fish are taken;
 - monitor and record all deployment and interactions with drifting Fish Aggregating Devices (DFAD);
 - the position of Seychelles vessels engaged in fishing operations and the fishing gear used;
 - the catch data for Mauritius fishing zone recorded in the logbook, including the percentage of by-catches and an estimation of discards; and
 - where relevant, processing, transshipment, storage, or disposal of any fish.
2. The observers shall maintain a regular communication channel with the Mauritius authorities, making use of the communication means available on board the Seychelles vessel.
3. In addition, the observer may carry out other duties such as:
 - perform biological sampling in the context of a scientific programme;
 - monitor the impact of the fishing activities on the resource and on the environment;
 - collect information when encountering marine mammals (photographs, position of the vessel, census of the number of individuals, behaviour, etc.).
4. The master of a Seychelles vessel shall ensure the physical safety and welfare of any observer whilst the latter is on board.
5. 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 regarding the vessel's fishing activities, 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.

Observer's obligations

1. While on board, the observers shall —
 - take all appropriate steps to ensure that the conditions of their boarding and presence on Seychelles vessel neither interrupt nor hamper fishing operations;
 - take necessary care with regard to the material and equipment on board; and
 - ensure the confidentiality of all data and documents regarding the Seychelles vessel and its activities and any information collected.
2. At the end of the embarkation, the observer shall draw up an activity report to be transmitted to the Mauritius authorities, with a copy to the Seychelles authorities within 30 days. The report shall be signed by the observer.

CHAPTER VI

CONSERVATION TECHNICAL MEASURES

1. Conservation technical measures applicable to the Seychelles vessels holding a fishing authorisation for the Mauritius fishing zone, are outlined in the technical sheet contained in Appendix 2.
2. Seychelles vessels shall comply with all the applicable resolutions adopted by the IOTC and the provisions under the relevant Mauritius legislation unless otherwise provided by this Agreement and in accordance with the principles of international law.

Seychelles vessels shall conduct all authorised fishing activities in a manner which shall not disrupt artisanal or local-based fisheries.

3. The Parties shall cooperate to reduce incidental catches of protected species, in particular sharks, all marine turtles and marine mammals, cetaceans, mobulids rays and of seabirds and reef fish. Seychelles vessels shall endeavour to apply technical measures in order to improve the selectivity of fishing gears and to reduce the incidental catch of non-targeted species.
4. To reduce the entanglement of sharks, marine turtles or any other non-targeted species, Seychelles 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, Seychelles vessels shall use natural or biodegradable materials for FADs and retrieve them in Mauritius fishing zone when they become non-operational FADs.
5. For the purpose of environmental management, vessel owners shall contribute a fee of EUR 2,25 per Gross Tonnage towards measures contributing to the protection of biodiversity, and the observation and preservation of marine ecosystems in the Mauritius fishing zone. Regular reporting on the utilisation of this contribution shall be done to the Joint Committee.

CHAPTER VII

CONTROL AND INSPECTION

Controls and inspections shall be carried out in accordance with the relevant Mauritius legislation.

Inspection at sea and in port

1. Inspections at sea, in port or off port in the Mauritius fishing zone on authorised Seychelles vessels holding a fishing authorisation shall be carried out by inspectors from Mauritius authorities who are clearly identified as being authorised to carry out fishing inspections.
2. Masters of Seychelles vessels engaged in fishing activities in the Mauritius fishing zone shall cooperate with any authorised and duly identified officers carrying out inspection and control of fishing activities.
3. In order to facilitate safe 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 to carry out such tasks.
4. The authorised inspection officers shall only stay on board the Seychelles vessels 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.
5. Images (photos or videos) made during inspections shall be intended for the authorities responsible for fisheries control and surveillance. They shall not be made public unless national legislation provides otherwise.
6. The Mauritius authorities may, on the request of Seychelles or a body designated by it, allow Fisheries Control Officers to take part in the inspection of the activities of Seychelles vessels as observers or to carry out joint inspections, including during transhipments. In the exercise of their duties, the Fisheries Control Officers and inspectors deployed by the Parties shall abide by the provisions on the conduct of inspections laid down respectively in Mauritius and Seychelles legislations.
7. 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. The signature by the master shall not prejudice the rights of the Parties in the context of alleged infringement procedures. If the master refuses to sign the document, the master shall specify the reasons for doing so in writing and the inspector shall write "Refused to sign" on it. The authorised inspection officer from Mauritius shall give a copy of the inspection report to the master of the Seychelles vessel before leaving the vessel.
8. The Mauritius authorities shall inform the Seychelles authorities of inspections carried out within 24 hours of their completion and of any infringements found and send the inspection report as soon as possible. If applicable, a copy of the resulting infringement shall be sent to the Seychelles authorities within a maximum of seven days after the authorised inspection officer's return to port.
9. Where the provisions set out in this Chapter are not complied with, the Mauritius authorities 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 Mauritius legislation. The Seychelles authorities shall be informed thereof.

Participatory monitoring in the fight against IUU fishing

1. In order to strengthen efforts in the fight against IUU fishing, masters of the Seychelles vessels shall report the presence of any vessel in the Mauritius fishing zone engaged in suspected activities which may constitute IUU fishing, providing as much information as possible about what has been sighted. Sighting reports shall be sent without delay to the Mauritius authorities.
2. The Mauritius authorities shall forward to the Seychelles authorities any sighting reports it has on Seychelles vessels engaged in activities which may constitute IUU fishing in the Mauritius fishing zone.

CHAPTER VIII

ENFORCEMENT

Sanctions

1. In the event of failure to observe the provisions of the above chapters, applicable conservation and management measures, or the Mauritius legislation, Seychelles vessels, including their owner and master, shall be subject to the penalties and sanctions provided for in accordance with the Mauritius legislation.
2. The Seychelles authorities shall be immediately and fully informed of any sanctions and of all relevant facts related thereto.
3. Where a sanction 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 another fishing authorisation which would have otherwise been applicable, for a Seychelles vessel from another vessel owner.

Arrest and detention of fishing vessels

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

Information exchange procedure in the event of arrest or detention

1. Whilst respecting the deadlines and procedures of legal proceedings as provided for by the Mauritius legislation relating to arrest or detention, a consultation meeting shall be held, upon receipt of the above information, between the Mauritius and Seychelles authorities.
2. 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 or detention.

Settlement of arrest or detention

1. An attempt shall be made to resolve the alleged infringement in relation to a Seychelles vessel amicably or by compounding within 14 days of the arrest and/or detention, in conformity with Mauritius legislation.

2. In the event of an amicable settlement, the settlement shall be determined in accordance with the procedures provided for in Mauritius legislation. If such an amicable settlement is not possible, the legal proceedings shall take their course.
3. The Seychelles vessel shall be released and its master discharged once the obligations arising under the amicable settlement have been fulfilled or the legal proceedings have been completed unless a forfeiture order is issued.
4. The Seychelles authorities shall be kept informed of any proceedings initiated and penalties imposed.

Appendices

1. Application for foreign fishing licence template
2. Technical sheet for Seychelles vessels conducting fishing activities in Mauritius
3. Implementation of the Electronic Reporting System (ERS)
4. Communication format reports
5. Vessel Monitoring System (VMS)

Appendix I



REPUBLIC OF MAURITIUS

MINISTRY OF AGRO-INDUSTRY, FOOD SECURITY, BLUE ECONOMY AND FISHERIES

APPLICATION FOR A FISHING LICENCE

Name of Applicant*:

Business / postal address:

Tel No.: Fax No: E-mail:

Name of Agent in Mauritius:

Business/postal address:

Tel No.: Fax No: E-mail:

VESSEL DETAILS

Name and address of Master:

Name of Vessel: Registration No.:

Port and Country of registration:

Previous registration details:

Type of vessel**: IMO No.:

IOTC No. :and/or OPRT No.

Vessel Length Overall (LOA): Vessel width (M):

Gross Registered Tonnage: Net registered Tonnage:

Engine Type and Horsepower: Engine identification number:

Fish holds capacity (m³):Satellite Phone number:

Radio Call Sign:Frequency:

Crew Complement: Fishermen Complement:

***Applicant is the natural or legal person to whom a fishing vessel is registered as per the Certificate of registry**

****For application in respect of Support Vessels, the list of fishing vessels assisted by support vessel should be attached to this form. The list should contain the name and RFMO (IOTC) number of the vessels to be assisted by the support vessel.**

Description of fishing operation authorised and gear specification:

Authorised fish species to be caught:

Areas for fishing operations:

Requirement for disposal of by-catch: ...As per Mauritius legislation.....

VMS requirement: ...As per Mauritius legislation.....

Authorised port of Landing

License period requested from: to

I hereby declare that:

- i. The particulars given above are true and correct; and
- ii. The vessel has no participation by, or association with, a transnational criminal group in the relevant activities and guarantees that there shall be no such participation or association during the period of validity of the licence.

Date: Signature of Applicant:

FOR OFFICIAL USE

Date received:

Reference No:..... Receipt Number:

Date issued: Licence Fee:

Period of Validity:

Appendix 2

Technical sheet for Seychelles vessels conducting fishing activities in Mauritius

Fishing zone:	
Beyond 75 nautical miles from the baseline of the islands of Mauritius and Rodrigues and 40 nautical miles from the baseline of Cargados Carajos (St Brandon) and Agalega.	
Authorised categories:	
Tuna purse seine vessels: 15 Surface longliners: 20 Support vessels: in accordance with IOTC requirements	
Fees:	
Advance fee	<u>Tuna purse seine vessel:</u> EUR 31,200 per vessel per year <u>Tuna longline vessels:</u> EUR 22,750 (6 months) per vessel EUR 39,000 per vessel for 1 year
Support vessel authorisation fee	EUR 5,000 per vessel per year
VMS administration fee	EUR 1,860 per vessel per year
Environmental management and observation of marine ecosystems contribution	EUR 2.25 per GT per year

Appendix 3

Implementation of the Electronic Reporting System (ERS)

General provisions

All Seychelles vessels must be equipped with an electronic system, hereinafter referred to as "ERS", capable of recording and transmitting data relating to the fishing activity of the vessel, hereinafter referred to as "ERS data", where the vessel operates in the fishing zone as referred to in Chapter I, point 2. of the Annex.

A Seychelles vessel that is not equipped with an ERS, or if the ERS installed on board is not functional, shall not be allowed to enter in the Mauritius fishing zone to conduct fishing activities.

The ERS data shall be transmitted in accordance with the present guidelines to the Seychelles FMC, which shall ensure the automatic transmission to the Mauritius FMC.

ERS communications

Mauritius and Seychelles authorities shall designate an ERS correspondent who will act as the point of contact for matters concerning the implementation of these provisions. Mauritius and Seychelles authorities shall notify each other of the contact details of their ERS correspondents and, where appropriate, update that information without delay.

ERS data shall be transmitted by the Seychelles vessels to Seychelles, which shall make them automatically available to the Mauritius authorities.

ERS data shall be transmitted automatically to the Mauritius FMC via Data Exchange Highway (DEH) or through an authorised service provider.

Seychelles FMC shall transmit instant messages from the Seychelles vessels (COE, COX, PNO) automatically and without delay to the Mauritius FMC.

Other types of messages shall also be automatically transmitted once a day from the effective date of the use of the UN/CEFACT format or, until then, made available without delay to the Mauritius FMC upon request and also to the Seychelles FMC.

As from the effective implementation of the new format, the latter delivery mode shall only concern specific requests for historical data.

Mauritius FMC shall confirm that it has received the instant ERS data sent to it, by means of a return message acknowledging receipt and confirming the validity of the message received. No acknowledgement of receipt shall be provided for data that Mauritius receives in response to its request. Mauritius shall handle all ERS data confidentially.

Failure of the electronic transmission system

The Seychelles and Mauritius FMCs shall inform each other without delay of any event likely to affect the transmission of the ERS data of the Seychelles vessels and shall inform the Mauritius authorities accordingly.

If the Mauritius FMC does not receive the data to be transmitted by a Seychelles vessel while in Mauritius fishing zone, it shall notify this to Seychelles FMC without delay. Seychelles FMC shall

promptly investigate the reasons for the non-receipt of ERS data and inform the Mauritius FMC of the outcome of those investigations.

Where a failure occurs in the transmission between the Seychelles vessel and Seychelles FMC, Seychelles FMC shall notify this without delay to the master or the operator of the Seychelles vessel. On receipt of this notification, the master of the Seychelles vessel shall transmit the missing data to the Seychelles authorities by any appropriate means of telecommunication every day, not later than 24 hours.

In the event of a failure of the electronic transmission system installed on board the Seychelles vessel, the master or the operator of the vessel shall ensure that the ERS is repaired or replaced within 10 days of the failure being detected. Once that deadline has passed, the Seychelles vessel shall no longer be authorised to fish in Mauritius fishing zone and shall leave or call at the Mauritius port within 24 hours.

The Seychelles vessel shall not be authorised to return to the Mauritius fishing zone until Seychelles FMC has established that the ERS system is functioning correctly again.

- (a) If the non-receipt of ERS data by Mauritius authorities is caused by the failure of the electronic systems under the supervision of either Mauritius or Seychelles authorities, the Party in question shall take prompt action to resolve the problem rapidly. The other Party shall be notified once the problem has been resolved.
- (b) Every 24 hours, the Seychelles FMC shall send to the Mauritius FMC all the ERS data received by the former since the last transmission, using any electronic means of communication available. The same procedure may be applied at the request of Mauritius FMC in the event of maintenance operations lasting more than 24 hours and affecting the systems under the supervision of the Seychelles authorities. In such an event the Seychelles vessels shall not be considered to be in breach of their obligation to transmit their ERS data. Seychelles FMC shall ensure that the missing data are entered into the electronic database it keeps, referred to in Chapter IV, Section 2(6).

Alternative means of communication

The email addresses of the Mauritius FMC fmcvmsafrc@govmu.org shall be used in the event of a failure in the ERS/VMS communications and for:

- notifications of entry/exit and on-board catches on entry and exit;
- notifications of transshipment and catches transhipped and remaining on board;
- temporarily, substitute ERS and VMS communications in the event of failures.

Appendix 4

Communication Format Reports

1. Entry Report (COE)¹

Content	Transmission
Destination	MAU
Action code	COE
Vessel Name	
IRCS	
Position of entry	LT/LG
Date and Time (UTC) of entry	DD/MM/YYYY – HH:MM
Quantity (Metric tons (Mt)) of fish on board per species:	
Yellowfin (YFT)	(Mt)
Bigeye Tuna (BET)	(Mt)
Skipjack (SKJ)	(Mt)
Others (Specify)	(Mt)

¹ Sent 6 Hours before entering the Mauritius Fishing Zone.

2. Exit Report (COX)¹

Content	Transmission
Destination	MAU
Action code	COX
Vessel Name	
IRCS	
Position of exit	LT/LG
Date and Time (UTC) of exit	DD/MM/YYYY – HH:MM
Quantity (Mt) of fish on board per species:	
Yellowfin (YFT)	(Mt)
Bigeye Tuna (BET)	(Mt)
Skipjack (SKJ)	(Mt)
Others (Specify)	(Mt)

¹ Sent 6 Hours before exiting the Mauritius Fishing Zone.

3. Prior Notification (PNO)¹

Content	Transmission
Destination	MAU
Action code	PNO
Vessel Name	
IRCS	
Port code	
Date and Time (UTC) of intended arrival	DD/MM/YYYY – HH:MM
Quantity (Mt) of fish on board per species:	
Yellowfin (YFT)	(Mt)
Bigeye Tuna (BET)	(Mt)
Skipjack (SKJ)	(Mt)
Others (Specify)	(Mt)

¹ Sent prior to arrival in port.

4. Daily Fishing Activity Report (FAR) once inside Mauritius Fishing Zone¹

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

5. All reports shall be transmitted to the competent authority through the following e-mail addresses — fmcvmsafrc@govmu.org

¹ Every 3 days after entering the Mauritius Fishing Zone.

Appendix 5

Vessel Monitoring System (VMS)

Vessel position messages

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

Seychelles FMC shall ensure the automatic processing and, if necessary, the electronic transmission of the position messages of Seychelles vessels. The position messages of the Seychelles vessels shall be recorded in a secure manner and kept for a period of three years by Seychelles FMC.

Transmission by the Seychelles vessel in the event of breakdown of the Vessel Tracking Device (VTD)

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

In the event of breakdown, the VTD of the Seychelles vessel shall be repaired or replaced within 30 days. If the VTD has not been repaired or replaced within 30 days, the Seychelles vessel shall no longer be authorised to fish in Mauritius fishing zone.

Seychelles vessels fishing in the Mauritius fishing zone with a defective VTD shall communicate their position messages by electronic means to Seychelles FMC at least every four hours, providing all the mandatory information, including hourly positions.

Sending of VMS messages to the Mauritius authorities

The code "ER" followed by a double slash (//) indicates the end of the message.

To insert the field NA which indicates the vessel name (type Char*37)

Data	Code	Mandatory / optional	Content
Start of record	SR	M	System detail indicating start of record
Addressee	AD	M	Message detail – Addressee Alpha-3 country code (ISO-3166)
Name	NA	M	Name of Vessel
From	FR	M	Message detail – Sender Alpha-3 country code (ISO-3166)
Flag State	FS	M	Message detail – Flag State Alpha-3 code (ISO-3166)
Type of message	TM	M	Message detail – Type of message (ENT, POS, EXI, MAN)
Radio call sign (IRCS)	RC	M	Vessel detail – Vessel international radio call sign (IRCS)

Data	Code	Mandatory / optional	Content
Contracting party internal reference number	IR	M	Vessel detail – Unique contracting party number Alpha-3 code (ISO-3166) followed by number
External registration number	XR	M	Vessel detail – Number on side of vessel (ISO 8859.1)
Latitude	LT	M	Vessel position detail – in degrees and decimal degrees +(-)DD.ddd (e.g //LT/45.544// or //LT/-23.743//)
Longitude	LG	M	Vessel position detail – Position in degrees and decimal degrees +(-)DDD.ddd (e.g //LT/45.544// or //LT/-23.743//)
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 of record	ER	M	System detail indicating end of record

In NAF format, each data transmission shall be structured as follows —

- The characters used shall comply with ISO 8859.1. A double slash (//) and the characters "SR" shall indicate the start of a message.
- Each data element shall be identified by its code and separated from the other data elements by a double slash (//).
- A single slash (/) shall separate the field code and the data.