

II

(Acts whose publication is not obligatory)

COUNCIL

PROTOCOL

fixing, for the period 1 December 1996 to 30 November 1999, the fishing opportunities and the financial consideration provided for in the Agreement between the European Economic Community and the Government of Mauritius on fishing in Mauritian waters⁽¹⁾

Article 1

1. Pursuant to Article 2 of the Agreement, and for a period of three years from 1 December 1996, the following fishing possibilities shall be accorded:

- for ocean-going tuna seiners: licences for 43 vessels,
- for vessels fishing by line (except tuna trollers and tuna surface longliners): licences for 100 GRT/month on an annual average.

2. Furthermore, fishing licences may also be granted for tuna trollers and surface tuna longliners.

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

Article 2

1. The financial compensation referred to in the Agreement for the abovementioned period is fixed at ECU 1 218 750, payable in three annual instalments.

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

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

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

Article 3

1. The Community shall also pay a contribution of ECU 418 000 towards the financing of scientific and technical programmes (equipment, infrastructure, etc.) in order to improve knowledge of fish stocks and fisheries in general.

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

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

Article 4

The two parties hereby agree that an essential condition for the success of their cooperation is that the skills and know-how of persons engaged in sea fishing be improved. To this end, the Community will assist Mauritian nationals in finding places in establishments in its Member States or States with which it has concluded cooperation agreements and will make available an amount of ECU 110 000 for study or practical training awards with a maximum duration of five years in the various scientific, technical and economic subjects relating to fisheries. Of this amount, up to ECU 30 000 may be used, at the request of the Mauritian authorities, to cover the cost of attending international meetings relating to fisheries.

Article 5

Should the Community fail to make the payments specified in Articles 2 and 3, the Agreement may be suspended.

⁽¹⁾ See Decision 97/313/EC (OJ No L 135, 27. 5. 1997, p. 5).

Article 6

The Annex to the Agreement is hereby repealed and replaced by the Annex to this Protocol.

Article 7

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

It shall apply from 1 December 1996.

ANNEX

Conditions for the pursuit of fishing activities by Community vessels in Mauritian waters**1. LICENCE APPLICATION AND ISSUING FORMALITIES**

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

- (a) Through its representative in Mauritius, the European Commission shall present to the authorities of Mauritius an application for each vessel, made by the shipowner, wishing to fish under this Agreement, at least 20 days before the date of commencement of the period of validity requested. The application shall be made on the form provided for that purpose by Mauritius, a specimen of which is annexed hereto.
- (b) Every licence shall be issued to the shipowner for a designated vessel. At the request of the European Commission the licence for one vessel may and, in cases of *force majeure* shall, be replaced by a licence for another Community vessel.
- (c) The licences shall be delivered by the authorities of Mauritius to the representative of the European Commission in Mauritius.
- (d) The licence document must be held on board at all times. However, on receipt of the notification of the advance payment sent by the European Commission to the Mauritian authorities, the vessel will be included on a list, which is notified to the Mauritian fisheries control authorities. Whilst awaiting receipt of the licence document, a fax copy of this licence document may be obtained; this copy shall be kept on board and authorizes the vessel to fish, pending delivery on board of the original licence document.
- (e) The authorities of Mauritius shall communicate before the date of entry into force of the Agreement the arrangements for the payment of the licence fees, and in particular the details of the bank account and the currency to be used.

2. VALIDITY OF LICENCES AND PAYMENT PROVISIONS FOR TUNA VESSELS

- (a) Licences shall be valid for a period of one year. They are renewable.
- (b) For tuna seiners, the fees shall be set at ECU 20 per tonne caught within Mauritian waters. Applications for licences for tuna vessels shall be issued following advance payment to Mauritius of a lump sum of ECU 1 000 a year for each tuna seiner, equivalent to the fees for 50 tonnes of tuna caught within Mauritian waters per year.
- (c) For small tuna trollers and surface tuna longliners mentioned in Article 1 of the Protocol, the licence fee is fixed at ECU 20 per tonne caught in Mauritian waters. The licences shall be issued following advance payment to Mauritius of a lump sum of ECU 500 per year per vessel, equivalent to the fees due for 25 tonnes of tuna caught in Mauritian waters per year.
- (d) A provisional statement of the fees due for the fishing year shall be drawn up by the European Commission at the end of each calendar year on the basis of the catch statements made by the shipowners and forwarded simultaneously to the authorities of Mauritius and the European Commission. The corresponding amount shall be paid by the shipowners to the Treasury of Mauritius no later than 31 March of the following year. The final statement of the fees due in respect of a fishing year shall be drawn up by the European Commission, taking into account available scientific opinion and any statistical data which can be gathered by Orstom, the Spanish Oceanographic Institute and any international fishing organizations in the Indian Ocean. The shipowners shall be notified by the European Commission of the statement and shall have 30 days in which to meet their financial obligations. If the amount of the sum due for actual fishing operations is less than the advance payment, the corresponding outstanding sum shall not be recoverable by the shipowner.

3. VALIDITY OF LICENCES AND PAYMENT PROVISIONS FOR OTHER VESSELS

For vessels fishing by line (except tuna trollers and tuna surface longliners), licences shall be valid for three, six or 12 months. The annual fees shall be fixed in relation to the GRT as follows: ECU 60 per GRT *pro rata temporis*.

4. OBSERVERS

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

5. RADIO COMMUNICATION AND REPORTING

Vessels above 50 GRT shall communicate, when entering and leaving Mauritian waters, and, every three days, while fishing in Mauritian waters, to a radio station (the name, call sign and frequency of which shall be specified in the licence) or by fax (No 23 02 08 19 29), their position and the volume of catches on board.

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

6. FISHING ZONES

Tuna seiners, tuna trollers and tuna surface longliners may fish in Mauritian waters except within a distance of 12 nautical miles measured from the baseline. Vessels fishing by line are only authorized to fish in their traditional grounds, namely Soudan Bank and East Soudan Bank.

7. SUPPLY TO THE TUNA CANNING INDUSTRY

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

APPLICATION FOR A FOREIGN FISHING VESSEL LICENCE

Name of applicant:

Address of applicant:

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

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

Name of vessel:

Type of vessel:

Country of registry:

Port and registration number:

Fishing vessel external identification:

Radio call sign and frequency:

Fax No of vessel:

Length of vessel:

Width of vessel:

Engine type and power:

Gross registered tonnage of vessel:

Net registered tonnage of vessel:

Minimum crew complement:

Type of fishing practised:

Proposed species of fish:

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Period of validity requested:

I certify that the above particulars are correct.

Date:

Signature:
