



COMMISSION OF THE EUROPEAN COMMUNITIES

Brussels, 26.3.2004
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2004/0071 (CNS)

Proposal for a

COUNCIL REGULATION

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

(presented by the Commission)

{SEC(2004) 352}

EXPLANATORY MEMORANDUM

The Protocol annexed to the fisheries Agreement between the European Community and Mauritius expired on 2 December 2002. It has been extended for one year. A new Protocol was initialled by the two parties on 11 September 2003 establishing the technical and financial conditions under which Community fishing vessels can fish in Mauritius waters in the period 3 December 2003 to 2 December 2007.

The new Protocol grants fishing possibilities for 41 tuna seiners, 49 surface longliners and licences for 25 GRT/month on an annual average for vessels fishing by line.

The financial compensation is fixed at 487,500 € per year and covers a catch weight in the waters of Mauritius of 6,500 tons of catches per year. Part of the financial compensation equivalent to 195,000 Euro per year shall be earmarked to the financing of targeted actions, such as scientific and technical programmes, training, control and surveillance, including the VMS.

This new Protocol reinforces our fisheries relations with Mauritius promoting the responsible and sustainable fishery in the Indian Ocean and stressing the need of an efficient control and surveillance system. In this line, the following new elements have been introduced: i) duration of the Protocol 4 years instead of 3 up to now, ii) exclusive clause prohibiting any private licence or other arrangement, iii) obligation for the Community fleet operating in the Mauritian waters to embark local seamen and to apply the social clause, iv) fishing outside 15 miles from the coast instead of 12 previously, v) obligation for the Community vessels to communicate any transshipment in Mauritius and vi) sanctions for non-compliance with the Protocol and the relevant Mauritian legislation.

The Commission proposes on this basis that the Council adopt by Regulation the new Protocol.

A proposal for a Council Decision on the provisional application of the new Protocol is the subject of a separate procedure.

Proposal for a

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

THE COUNCIL OF THE EUROPEAN UNION,

Having regard to the Treaty establishing the European Community, and in particular Article 37 in conjunction with Article 300 (2) and the first subparagraph of Article 300 (3) thereof,

Having regard to the proposal from the Commission¹,

Having regard to the opinion of the European Parliament²,

Whereas:

- (1) In accordance with Article 12 (3) of the Agreement between the European Economic Community and the Government of Mauritius on fishing in Mauritian waters³, the Contracting Parties held negotiations, at the end of the period of application of the Protocol, in order to determine by common accord the terms of the Protocol for the following period and, where appropriate, any necessary amendments or additions to the Annex.
- (2) As a result of these negotiations, a new Protocol defining, for the period 3 December 2003 to 2 December 2007, the fishing opportunities and the financial compensation provided for by the said Agreement was initialled on 11 September 2003.
- (3) It is in the Community's interest to approve this Protocol.
- (4) The method for allocating the fishing opportunities among Member States should be defined on the basis of the traditional allocation of fishing opportunities under the Fisheries Agreement,

¹ OJ C [...] [...] p. [...]

² Opinion delivered on ... (not yet published in the Official Journal).

³ OJ L 159, 10.6.1989, p. 2.

HAS ADOPTED THIS REGULATION:

Article 1

The Protocol defining, for the period 3 December 2003 to 2 December 2007, the fishing opportunities and the financial compensation provided for by the Agreement between the European Economic Community and the Government of Mauritius on fishing in the waters of Mauritius is hereby approved on behalf of the European Community.

The text of the Protocol is attached to this Regulation.

Article 2

The fishing opportunities fixed in the Protocol shall be allocated among the Member States as follows:

- Tuna seiners: France 16, Spain 22, Italy 2, United Kingdom 1;
- Surface long-liners: Spain 19, France 23, Portugal 7;
- Vessels fishing by line: France 25 grt/month on an annual average.

If licence applications from these Member States do not cover all the fishing opportunities fixed by the Protocol, the Commission may take into consideration licence applications from any other Member State.

Article 3

The Member States whose vessels fish under this Agreement shall notify the Commission of the quantities of each stock caught within the Mauritian fishing zone in accordance with Commission Regulation (EC) No 500/2001⁴.

Article 4

The President of the Council is hereby authorised to designate the persons empowered to sign the Protocol in order to bind the Community.

⁴ OJ L 73, 15.3.2001, p. 8.

Article 5

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

This Regulation shall be binding in its entirety and directly applicable in all Member States.

Done at....., ...

For the Council
The President

PROTOCOL

DEFINING, FOR THE PERIOD 3 DECEMBER 2003 TO 2 DECEMBER 2007, THE FISHING OPPORTUNITIES AND THE FINANCIAL COMPENSATION PROVIDED FOR BY THE AGREEMENT BETWEEN THE EUROPEAN ECONOMIC COMMUNITY AND THE GOVERNMENT OF MAURITIUS ON FISHING IN THE WATERS OF MAURITIUS

Article 1

1. Pursuant to Article 2 of the Agreement, and for a period of four years from 3 December 2003, the following fishing possibilities shall be accorded:
 - tuna seiners: licences for 41 vessels;
 - surface longliners: licences for 49 vessels;
 - vessels fishing by line: licences for 25 GRT/month on an annual average.
2. Only Community vessels having a valid licence, issued under this Protocol and according to the formalities described in the Annex, shall be authorised to conduct fishing in Mauritius fishing zone.

Article 2

1. The financial compensation referred to in article 6 of the Agreement for the above mentioned period is fixed at 487,500 Euro per year.
2. This compensation shall cover a catch weight in waters of Mauritius of 6,500 tons of catches per year. If the annual amount of catches by Community vessels in the waters of Mauritius exceeds this quantity, the above mentioned compensation shall be increased proportionately at the rate of 75 Euro per additional ton caught. However, the total amount of the financial compensation to be paid by the Community for tuna and tuna-like species cannot exceed the double of the amount indicated in paragraph 1.
3. A first part of the financial compensation equivalent to 292,500 Euro per year shall be paid into an account in the name of the public Treasury, which will be communicated to the Delegation of the European Commission in Mauritius after the entry into force of this Protocol. The first instalment shall be payable not later than 1 June 2004 and the others in equal annual instalments by the anniversary date of the Protocol. The use to which this compensation is put shall be of the sole competence of Mauritius.
4. A second part of the financial compensation equivalent to 195,000 Euro per year shall be earmarked to the financing of the measures referred to in Article 3 of this Protocol.

Article 3

1. With a view to ensuring the development of sustainable and responsible fishing the two parties will, in their mutual interest, promote a partnership for the purpose of encouraging, in particular better knowledge of fishery and biological resources, fisheries control, the development of non-industrial fishing, fishing communities, and training.
2. The measures set out below shall be financed from the second part of the financial compensation, to the amount of 195,000 Euro per year, broken down as follows:
 - a) 150,000 Euro for scientific and technical programmes to promote better understanding and management of fisheries and living resources in Mauritius' fishing zone;
 - b) 30,000 Euro for study grants and practical training courses in the various scientific, technical and economic fields linked to fishing and participation to international meetings relating to fisheries;
 - c) 15,000 Euro for monitoring, control and surveillance, including the Vessel Monitoring System (VMS).
3. The amounts mentioned in paragraph 2, sub-paragraph a) and c) shall be made available to the Mauritian Ministry responsible for fisheries after submission to the European Commission of a detailed annual programming, including a schedule, and the expected objectives of specific actions to be undertaken for each measure and no later than 1 June 2004 for the first year and by 1 April for the following years. They shall be paid into an account in the name of the public Treasury, which will be communicated to the Delegation of the European Commission in Mauritius after the entry into force of this Protocol.
4. The amount mentioned under point b) shall be made available to the Mauritian Ministry responsible for fisheries and paid as it is used to the bank accounts of the Mauritian competent authorities.
5. The Mauritian Ministry responsible for fisheries shall transmit a detailed annual report on the implementation of these measures and the results achieved to the Delegation of the European Commission in Mauritius, no later than three months after the anniversary date of the protocol. The Commission reserves the right to request additional information on these results from the Mauritian authority responsible for fisheries and to review the payments concerned in the light of the actual implementation of the measures.

Article 4

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

Article 5

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

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

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

Article 6

The Annex to the Agreement between the European Community and the Government of Mauritius on fishing in the waters of Mauritius 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 3 December 2003.

ANNEX

CONDITIONS FOR THE PURSUIT OF FISHING ACTIVITIES BY COMMUNITY VESSELS IN THE WATERS OF MAURITIUS

1. Licence application and issuing formalities

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

- a) The European Commission shall present to the Mauritian authority via the Delegation of the European Commission in Mauritius an application, made by the ship-owner, for each vessel that wishes to fish under this Agreement, at least 20 days before the date of commencement of the period of validity requested. The application shall be made on the forms provided for that purpose by Mauritius, a specimen of which is attached as Appendix 1.
- b) Every licence shall be issued to the ship-owner for one designated vessel. At the request of the European Commission the licence for a vessel may and, in cases of *force majeure*, shall be replaced by a licence for another Community vessel.
- c) The licences shall be delivered by the authorities of Mauritius to the Delegation of the 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 authority, the vessel will be included on a list, to be notified to the Mauritian fisheries control authorities. Whilst awaiting receipt of the licence document, a fax copy of this licence document may be obtained and shall be kept on board, which will authorise the vessel to fish, pending delivery on board of the licence document.
- e) The Mauritian authority shall communicate before the date of entry into force of the Protocol the arrangements for payments of the licence fees, and in particular the details of the bank account and the currency to be used.
- f) Ship-owners shall nominate and appoint an agent who shall be resident in Mauritius and whose powers shall include representation of the ship-owners in any legal process. The ship-owners shall notify to the Mauritian authorities the name and address of his agent.

2. Validity of licences and payment of fees

1) Advance payments

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

The fee shall be set at 25 Euro per ton caught in the waters of Mauritius.

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

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

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

2) *Final statement*

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

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

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

If the amount of the sum due for actual fishing operations is less than the advance payment, the corresponding outstanding sum shall not be recoverable by the ship-owner.

3. Transhipment

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

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

4. Declarations of catches

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

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

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

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

5. Communication

Vessels above 50 GRT shall communicate, at least one (1) hour before entering and/or leaving Mauritian waters, and, every three days, while fishing in Mauritian waters, to a radio station (the name, call sign and frequency of which shall be specified in the licence) or by fax (No 230-208-1929) or by e-mail (fish@intnet.mu), their position and the volume of catches on board.

6. Observers

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

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

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

Should a vessel with a Mauritian observer on board leave the waters of Mauritius, every step will be taken to ensure that the observer returns to Mauritius as soon as possible, at the ship-owner's expense.

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

Once on board the observer shall:

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

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

While on board , the observer:

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

7. Inspection

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

8. Employment of seamen

Ten (10) Mauritian seamen shall embark on the EC fleet.

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

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

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

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

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

9. Fishing zones

To avoid any adverse effect to small-scale fisheries in Mauritius, fishing by Community tuna seiners and surface longliners shall not be authorised within a distance of fifteen (15) nautical miles measured from the baseline nor within a three (3) nautical miles radius around any fish-aggregating device placed by Mauritius, the geographical position of which shall be communicated to the ship-owners representatives or agents.

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

10. Supply to the Tuna Canning Industry

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

11. Sanctions

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

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

12. Procedure in case of boarding

1) Transmission of information.

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

2) Settlement of boarding

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

- a) either by composition, in which case the amount of the fine shall be determined in accordance with the Mauritian legislation laying down minimum and maximum figures;
 - b) or by legal proceedings, if no composition is possible, in accordance with the Mauritian law.
- 3) The vessel shall be released and its crew authorised to leave the port:
- a) either as soon as the obligation imposed by the composition procedure have been completed on presentation of the receipt for the settlement, or

- b) on presentation of proof that a bank security has been lodged, pending completion of the legal proceedings.

Appendix 1

APPLICATION FOR A FOREIGN FISHING VESSEL LICENCE

Name of applicant :

Address of applicant :

.....

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

.....

Name and address of agent in Mauritius:

.....

Name of vessel :

Type of vessel :

Country of registry :

Port and registration number :

Fishing vessel external identification :

Radio call sign and frequency :

Fax number of vessel :

Length of vessel :

Width of vessel :

Engine type and power :

Gross registered tonnage of vessel :

Net registered tonnage of vessel :

Minimum crew complement :

Type of fishing practised :

Proposed species of fish :

.....

Period of validity requested :

I certify that the above particulars are correct.

Date :

Signature :

APPENDIX 3: STATEMENT OF CATCH FOR SURFACE LONGLINERS

Name of vessel: _____ Skipper's name: _____

Date of setting: ___/___/___ Start of trip: ___/___/___/___ at: _____

Trip number: _____ Setting number: _____

Wind direction: _____ Force: _____ (Beaufort)

Sea conditions: _____ Swell: _____

Surface temperature: ___° C Current: speed: _____ Direction: _____

Moon: New moon + ___ days Moon rises: _____

0 to 24

Moon sets: _____ hours

Setting details

Start time: _____ Finishing time: _____

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

* VDK

** with head, gilled

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

Number of hooks: _____

Length: Buoy lines: _____ Branch lines: _____

Length of line: _____

Recorded depth of the line (sounder): _____

Bait: Shrimp: _____ % Mackerel: _____ % _____: _____ %

Details of catch

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

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

Total weight

Total weight of catch landed (weighed)

Appendix 4
Fishery by line

Month	
Year	

Name of vessel : Engine Power : Fishing Method :
 Nationality (flag) : Gross tonnage : Port of landing :

Date	Fishing Area		Number of hours	Number of hours fishing	Fish Species							TOTAL	
	Longitude	Latitude											
1/													
2/													
3/													
4/													
5/													
6/													
7/													
8/													
9/													
10/													
11/													
12/													
13/													
14/													
15/													
16/													
17/													
18/													
19/													
20/													
21/													
22/													
23/													
24/													
25/													
26/													
27/													
28/													
29/													
30/													
31/													
	TOTAL												

LEGISLATIVE FINANCIAL STATEMENT

Policy area(s): 11. Fisheries

Activity(ies): 1103 International Fisheries Agreements

TITLE OF ACTION

PROTOCOL DEFINING, FOR THE PERIOD 3 DECEMBER 2003 TO 2 DECEMBER 2007, THE FISHING OPPORTUNITIES AND THE FINANCIAL COMPENSATION PROVIDED FOR BY THE AGREEMENT BETWEEN THE EUROPEAN ECONOMIC COMMUNITY AND THE GOVERNMENT OF MAURITIUS ON FISHING IN THE WATERS OF MAURITIUS.

1. BUDGET LINE(S) + HEADING(S)

110301 (previous B78000) : “International Fisheries Agreements”

11010404 (ex B78000A) : “International Fisheries Agreements , administrative expenditure”

2. OVERALL FIGURES

2.1 Total allocation for action (Part B): Min: € 2 010 000, Max: 3 960 000 in commitment and payment appropriations

2.2 Period of application: 3.12.2003 to 2.12.2007

2.3 Overall multiannual estimate of expenditure:

(a) Schedule of commitment appropriations/payment appropriations (financial intervention) (*see point 6.1.1*)

Figures in €

Breakdown	Year 2003		2004		2005		2006		Total	
	Min	Max ¹	Min	Max ¹	Min	Max ¹	Min	Max ¹	Min	Max ¹
Commitments	487 500	975 000	487 500	975 000	487 500	975 000	487 500	975 000	1 950 000	3 900 000
Payments	487 500	975 000	487 500	975 000	487 500	975 000	487 500	975 000	1 950 000	3 900 000

¹ In case the annual catches exceed the reference tonnage, the financial compensation shall increase proportionally at the rate of € 75 per additional ton caught. However, the total amount of the financial compensation can not exceed € 975 000.

(b) Technical and administrative assistance and support expenditure (*see point 6.1.2*)

	Year 2003	2004	2005	2006	Total
Commitments	–	40 000	–	20 000	60 000
Payments	–	40 000	–	20 000	60 000

Subtotal a+b

	Year 2003		2004		2005		2006		Total	
	Min	Max ¹	Min	Max ¹	Min	Max ¹	Min	Max ¹	Min	Max ¹
Commitments	487 500	975 000	527 500	1 015 000	487 500	975 000	507 500	995 000	2 010 000	3 960 000
Payments	487 500	975 000	527 500	1 015 000	487 500	975 000	507 500	995 000	2 010 000	3 960 000

¹ In case the annual catches exceed the reference tonnage, the financial compensation shall increase proportionally at the rate of € 75 per additional ton caught. However, the total amount of the financial compensation can not exceed € 975 000.

(c) Overall financial impact of human resources and other administrative expenditure (see points 7.2 and 7.3)

	Year 2003	2004	2005	2006	Total
Commitments	39 375	39 375	39 375	39 375	157 500
Payments	39 375	39 375	39 375	39 375	157 500

TOTAL a+b+c

	Year 2003		2004		2005		2006		Total	
	Min	Max ¹	Min	Max ¹	Min	Max ¹	Min	Max ¹	Min	Max ¹
Comm itments	526 875	1 014 375	566 875	1 054 375	526 875	1 014 375	546 875	1 034 375	2 167 500	4 117 500
Paym ents	526 875	1 014 375	566 875	1 054 375	526 875	1 014 375	546 875	1 034 375	2 167 500	4 117 500

¹ In case the annual catches exceed the reference tonnage, the financial compensation shall increase proportionally at the rate of € 75 per additional ton caught. However, the total amount of the financial compensation can not exceed € 975 000.

2.4 Compatibility with financial programming and financial perspective

- Proposal compatible with existing financial programming.
- This proposal will entail reprogramming of the relevant heading in the financial perspective.
- This may entail application of the provisions of the Interinstitutional Agreement.

2.5 Financial impact on revenue:

- No financial implications (involves technical aspects regarding implementation of a measure)
- OR

- Financial impact - the effect on revenue is as follows:

Note: All details and observations pertaining to the method of calculating the effect on revenue should be included in a separate annex to this financial statement.

€ million (to one decimal place)

Budget line	Revenue	Prior to action (year n-1)	Situation following action							
			Year n ³	n+1	n+2	n+3	n+4	n+5		
	(a) <i>Revenue in absolute terms</i> ¹									
	(b) <i>Change in revenue</i> ²	Δ								

3. BUDGET CHARACTERISTICS

Type of expenditure		New	EFTA contribution	Contributions from applicant countries	Heading in financial perspective
CE	DA	NO	NO	NO	4

4. LEGAL BASIS

Article 37 of the Treaty, in conjunction with Article 300 (2) and the first subparagraph of Article 300 (3).

EC/Mauritius Fisheries Agreement (OJ L 159, 10.6.1989).

5. DESCRIPTION AND GROUNDS

5.1 Need for Community intervention

5.1.1 Objectives pursued

The Protocol annexed to the fisheries Agreement between the European Community and Mauritius expired on 2 December 2002. It has been extended for one year. A new Protocol was initialled by the two parties on 11 September 2003 establishing the technical and financial conditions under which Community fishing vessels can fish in Mauritius waters in the period 3 December 2003 to 2 December 2007.

The purpose of this new protocol is to allow Community ship-owners to continue fishing in the exclusive economic zone (EEZ) of Mauritius.

This new Protocol reinforces our fisheries relations with Mauritius promoting the responsible and sustainable fishery in the Indian Ocean and stressing the need of an efficient control and surveillance system.

5.1.2 Measures taken in connection with ex ante evaluation

An evaluation of the proposal to conclude a new Protocol, for the period 3 December 2003 to 2 December 2007, to the Fisheries Agreement between the EU and Mauritius has been carried out by the DG Fisheries on the basis of information gathered by the DG Development, the Delegation of the European Commission in Port Louis and the Indian Ocean Tuna Commission (IOTC) (an *ex ante* evaluation report accompanies this legislative financial statement).

- Although from the budgetary and catch weight point of view the agreement remains relatively modest, it is very important for the Community ship-owners because it forms part of a network of tuna-fishing agreements in the Indian Ocean, made necessary by tuna's highly migratory nature. The Community has concluded similar agreements with Seychelles (the largest, for 45 000 tonnes of tuna), Madagascar and the Comoros. An equivalent agreement is due to be concluded soon with Tanzania, and the Commission plans to open negotiations with Kenya.
- The Agreement is equally vital for the Mauritian economy; tuna fished in its Exclusive Economic Zone is a national resource generating foreign currency. Also it provides employment for local fishermen and in the processing sector.
- Fishing activities in Mauritian waters are to some extent unsupervised, particularly in the case of illegal fishing by Asian fleets. As long as this situation prevails, the Mauritian Government will continue to lose revenue and will run the risk of overexploitation of its tuna stocks. It is, therefore, not only in the Government's interest but it is also incumbent upon it to take steps to impose stricter controls on fishing activities. The EC could provide through the Agreement the necessary measures for the strengthening of the control and surveillance (namely by setting up and implementing a Vessels Monitoring System) for a better monitoring of the foreign fleets.

5.1.3 Measures taken following ex post evaluation

The importance of the Agreement to the Community fleet operating in the Indian Ocean and the satisfactory rate of use made of the fishing opportunities in the expired Protocol justify renewing the Protocol.

A feature of tuna fishing which is directly related to the highly migratory nature of the species is the fact that the actual catch in a given zone can vary very significantly from one fishing year to the next.

The catches taken by the Community fleet in the waters of the non-member country cannot therefore be known in advance. As in all other tuna agreements, therefore, the Community pays a fixed amount in direct proportion to an expected catch weight ("reference weight"), calculated on the basis of the average catches recorded during previous years and adjusted where necessary according to the number of vessels authorised to fish. If the expected catch weight is exceeded, an additional amount is

paid. If the expected catch is not achieved, the non-member country keeps the amount initially paid.

In the case of Mauritius, the ex post evaluation shows that during the period 1992-2003, the utilisation of the available fishing possibilities in terms of licences by Community ship-owners for tuna fishing was satisfactory: it increased gradually from 52,4 % to 84,2 % (see following table).

**Utilisation of the Community/Mauritius Fisheries Agreement
(based on number of vessels)**

Category	Fishing opportunities available	Utilisation			
		1999/2000	2000/2001	2001/2002	2002/2003
Tuna seiners	43	28	33	32	33
Surface longliners	40	15	21	31	36
TOTAL	83	43	54	63	69
%		51,8 %	65 %	76 %	83 %

In respect to the utilisation of the fishing possibilities in terms of catches, overall, catches fell short of the reference weight, but increased in 2000 and again in 2002 as the following table shows:

**Utilisation of the EC/Mauritius tuna-fishing agreement
Declared annual catches of seiners and longliners (in tons)**

	1996	1997	1998	1999	2000	2001	2002
Spain	–	1.244	20	–	1.058	100	60
France	402	1.888	94	156	3.010	1.657	3.768
Portugal	–	–	–	–	–	–	–
Italy	–	–	–	–	–	50	–
United Kingdom	–	–	–	–	–	–	–
Total	402	3.132	114	156	4.068	1.807	3.828
Reference tonnage	6.000	7.500	7.500	7.500	5.500	5.500	5.500
Catches in % of the reference tonnage	6,8	41,8	1,5	2,1	74	32,9	69,6

Concerning the state of the stocks, it is to be noted that all the highly migratory species in the Indian Ocean are managed by the Indian Ocean Tuna Commission (IOTC). Following the opinion of its Scientific Committee, the IOTC adopts resolutions applicable to all members. The EC and Mauritius are members of the IOTC and therefore bound to any resolution adopted by this Commission.

There is no resolution presently developed by the IOTC concerning tuna or any other highly migratory species. Also, there are no TACs and quotas for the tuna species in the Indian Ocean, since the state of the stocks is in good shape.

If you consider that total catches in the Indian Ocean for the year 2000 were 393,000 tons for skipjack tuna, 304,000 tons for yellowfin tuna and 131,000 tons for bigeye tuna (828,000 tons in total), which are the most commonly caught species, it is evident that a reference tonnage of 5,500 tons per year in the Mauritian Exclusive Economic Zone (as fixed by the protocol 1999-2002) does not have any negative impact to the state of the resources neither at a national nor at a regional level (source: report of the 5th session of the Scientific Committee of the IOTC, Seychelles, 2-6 December 2002).

Finally, the *ex post* evaluation stressed the need of an efficient control and surveillance system, in order to combat illegal fishing and to promote a responsible and sustainable fishery in the Indian Ocean.

The elements modified or inserted in the new protocol following the *ex post* evaluation are presented hereafter.

– **“Classical” elements**

Fishing opportunities, reference tonnage, financial compensation, fees, licences and other technical measures are included in all the fishing protocols the Community concludes with third countries and are subject to negotiations with its partners:

- Reference tonnage: it has been increased from 5.500 tons to 6.500 of tuna per year. It involves a 12 % increase after four years (1999-2003), which may be considered moderate and the outcome of a reasonable negotiation. It has to be noted that under the protocol 1996-1999 the reference tonnage was 7.500 tons of tuna per year, fact that was used as a benchmark by the Mauritian authorities and influenced the result of the last negotiation. Besides, scientist advice shows that catches in the Mauritius Exclusive Economic Zone shall increase. Finally, the increase has no negative impact to the state of the resources.
- Fishing possibilities: following the increase of the reference tonnage, the new Protocol grants fishing possibilities for 41 tuna seiners and 49 surface longliners, against 43 and 40 respectively in the expiring Protocol.
- Financial compensation: € 487,500 per year, composed by € 292,500 to be paid to the public Treasury of Mauritius and € 195,000 to finance targeted measures. The allocation of the amounts has been decided according to the needs and priorities of the Mauritian national policy. In the previous protocol the financial compensation was € 412,500, equally allocated to the public Treasury and targeted measures.
- Ship-owners fees and advance payments:

- the fee paid by the ship-owners for each tonne of tuna caught in the Mauritius fishing zone is fixed to € 25, as it is provided to all the agreements concluded by the EC in the Indian Ocean;
- the advance payments have been increased in respect to the previous protocol:
 - For tuna seiners: € 2,000 (instead of € 1,750 in the previous protocol) per year per tuna seiner, equivalent to the fees for 80 tons (instead of 70 tons) of annual catches within the waters of Mauritius.
 - For surface longliners: € 1,550 (instead of € 1,375 in the previous protocol) per year for surface longliners of more than 150 GRT and € 1,100 (instead of € 1,000) for surface longliners of 150 GRT or less. These amounts correspond respectively to the fees due for 62 tons (55 previously) and for 44 tons (40 previously) of annual catches in Mauritian waters.
 - For vessels fishing by line: licences shall be valid for three, six or twelve months. The fee shall be fixed in relation to the GRT as follows: 80 Euro per year per GRT *pro rata temporis* (remains the same as in the previous protocol).

– **New elements**

In line with the concept of responsible and sustainable fisheries and in order to better monitoring the EC fleet operating in the Mauritian waters, the following new elements have been introduced:

- i) duration of the Protocol 4 years instead of 3 up to now;
- ii) exclusive clause prohibiting any private licence or other arrangement;
- iii) obligation for the Community fleet operating in the Mauritian waters to embark local seamen and to apply the social clause;
- iv) fishing outside 15 miles from the coast instead of 12 previously;
- v) obligation for the Community vessels to communicate any transshipment in Mauritius, and
- vi) sanctions for non-compliance with the Protocol and the relevant Mauritian legislation.

– **Cost-effectiveness for the Community**

The main costs for the EC derive from the payment of compensation by the Community and of licences fees by European vessel-operators in favour of the Mauritian Government and though to the national fisheries sector.

The Agreement is profitable for the Community in that the value of catches far exceeds the cost of the Protocol.

The global unit cost (for the EC and for the ship-owners using the licenses) is 100 € per tonne of tuna out of which € 75 payable by the Community and € 25 payable by the ship-owners. The financial compensation paid by the EC is calculated by multiplying this unit cost by the reference tonnage: € 75 x 6,500 tons = € 487,500 per year. In the hypothesis that the catches of the EC ship-owners reach 6,500 tons (utilisation 100 % of the reference tonnage) the Community would pay € 487,500 and the ship-owners € 162,500, that is € 650,000 in total.

The average commercial value of tuna is around € 875 per tonne.

Skipjack prices declined sharply during 1999, to reach US\$ 400 per tone in Bangkok. Prices recovered in early 2000, to US\$ 750 per tone.

Yellowfin prices were US\$ 1.000 per tone in 2002. Yellowfin originating from the Indian Ocean or from the Atlantic commands a higher price than yellowfin tuna from the Pacific. However, the price difference has been narrowing in recent years (source: GLOBEFISH Databank, tuna prices – exports – imports – catches – consumptions, 2002).

If, in the case of the previous example, the 6,500 tons were commercialised, they would have reached a price of € 5,687,500 (= 6,500 tons x € 875). It results that the benefit would have been € 5,037,500 per year, that is 7.75 times the amount paid in Mauritius by the Community and the ship-owners together.

In addition to the direct commercial value of the catches of the vessels concerned, there are other benefits from this Agreement:

- guaranteed employment on board fishing vessels for both Community and local fishermen;
- the multiplier effect on jobs for the ports, auctions, processing factories, shipyards, service industries, etc. in the Community and in Mauritius;
- these employment opportunities are in regions where no other opportunities are available;
- contribution to the supply of fish to the Community and to the Mauritian population.

It should be remembered that the guidelines laid down by the Council for negotiating Fisheries Agreements with the ACP countries specify that account must be taken of the Community's interest in maintaining or establishing fisheries relations with the countries concerned.

– Targeted measures

Concerning the realisation and implementation of the targeted measures provided for in the protocol, after examination of the annual reports, it results that the competent

Mauritian authorities made satisfactory use of the amount earmarked for targeted measures in the extended Protocol for 2003.

To support the fisheries sector in Mauritius the Community financed several projects (budget € 197.566). The following projects are currently under way:

- construction of a fish landing station at Mer Rouge, Roche Bois of an approximate area of 76 sq.m, including construction of a leaching field, construction of a septic tank, supply and lay tarmac paving for marking area with Kerb around;
- dredging of boat passages at Le Morne and at La Passe Vacoas (Trou d'Eau Douce) – these passages across the coral reef are provided with a view to facilitate access by local fishermen to navigable waters of the high sea. Boats often have difficulties in crossing the reef particularly at low tide. The areas under consideration are partially exposed to low tide, are narrow, shallow and obstructed by basaltic rocks and boulders.

A request for financing the setting-up of a VMS, with an estimated cost of approximately € 260.000, is still pending, waiting for its implementation in 2004. This project is very important for the promotion of a responsible fishery in the Mauritius' waters, the island having currently limited means of control and surveillance of the foreign vessels operating off Mauritius.

Also, € 25.000 have been utilised for training and participation in international Organisations and meetings.

5.2 Actions envisaged and arrangements for budget intervention

For the period from 3 December 2003 to 2 December 2007, the Community will pay an overall financial contribution of € 487 500 per year instead of €412 500 under the previous protocol.

An amount of € 195 000 (40 % of the overall financial contribution) will be earmarked for targeted measures aimed at developing the fisheries sector in Mauritius (development of scientific and technical programmes, establishment of a vessel monitoring and control system – VMS – for vessels fishing in Mauritian waters, study grants and training courses). Despite the fact that the percentage of the amount allocating to targeted measures has been diminished (40 % instead of 50 % in the previous protocol) the amount remains approximately the same (€ 206 250 in the previous protocol), according to the real needs of the Ministry for Fisheries.

5.3 Methods of implementation

The Commission is solely responsible for implementing the Protocol and will do so through its officials posted in both Brussels and its Delegation in Mauritius.

6. FINANCIAL IMPACT

6.1 Total financial impact on Part B (over the entire programming period)

6.1.1 Financial intervention

Figures in €

Breakdown	Year 2003		2004		2005		2006		Total	
	Min	Max ¹	Min	Max ¹	Min	Max ¹	Min	Max ¹	Min	Max ¹
1 st part of financial compensation	292 500	780 000	292 500	780 000	292 500	780 000	292 500	780 000	1 170 000	3 120 000
Targeted measures	195 000	195 000	195 000	195 000	195 000	195 000	195 000	195 000	780 000	780 000
TOTAL	487 500	975 000	487 500	975 000	487 500	975 000	487 500	975 000	1 950 000	3 900 000

¹ In case the annual catches exceed the reference tonnage, the financial compensation shall increase proportionally at the rate of € 75 per additional ton caught. However, the total amount of the financial compensation can not exceed € 975 000.

6.1.2. Technical and administrative assistance, support expenditure and

IT expenditure (commitment appropriations)

	Year 2003	2004	2005	2006	Total
(1) Technical and administrative assistance:					
(a) Technical assistance offices					
(b) Other technical and administrative assistance: - intra-muros: - extra-muros: <i>of which for construction and maintenance of computerised management systems</i>					
Subtotal 1					
(2) Support expenditure					
(a) Studies	40 000			20 000	60 000
(b) Meeting of experts					
(c) Information and publications					
Subtotal 2					
TOTAL	40 000			20 000	60 000

6.2. Calculation of costs by measure envisaged in Part B (over the entire programming period)

Figures in €

Breakdown	Type of outputs (projects, files, etc.)	Number of outputs (total for years 1...n)	Average unit cost	Total cost (total for years 1...n)
Action 1	Fishing opportunities in exchange for a financial compensation	6 500 tons (41 tuna seiners, 49 surface longliners, 25 grt per month for fishing by line)	Min:€ 292,500	Min: € 1,170,000 Max: € 3,120,000
Action 2 - Measure 1	Scientific and technical programmes		€ 150,000	€ 780,000
- Measure 2	Training		€ 30,000	
- Measure 3	Control and surveillance		€ 15,000	
TOTAL COST				Min: € 1,950,000 Max: € 3,900,000

7. IMPACT ON STAFF AND ADMINISTRATIVE EXPENDITURE

7.1. Impact on human resources

Types of post		Staff to be assigned to management of the action using existing and/or additional resources		Total men/ months	Description of tasks deriving from the action
		Number of permanent Posts	Number of temporary posts		
Officials or temporary staff	A	1		3	
	B	1		0.5	
	C	1		1.5	
Other human resources					
Total		3		5	

7.2 Overall financial impact of human resources

Type of human resources	Amount in €	Method of calculation *
Officials Temporary staff	33 375	$(100\ 000/12*3)+(60\ 000/12*0.5)+$ $(47\ 000/12*1.5)$
Other human resources (Budget lines A-7000 and A-7003)		
Total	33 375	

The amounts are total expenditure for twelve months.

7.3 Other administrative expenditure deriving from the action

Budget line (number and heading)	Amount in €	Method of calculation
Overall allocation (Title A7)		
A0701 – Missions	4 500	
A07030 – Meetings	1 500	
A07031 - Compulsory committees ⁽¹⁾	0	
A07032 - Non-compulsory committees ⁽¹⁾	0	
A07040 – Conferences	0	
A0705 - Studies and consultations		
Other expenditure (state which)		
Information systems (A-5001/A-4300)		
Other expenditure - Part A (state which)		
Total	6 000	

The amounts are total expenditure for twelve months.

⁽¹⁾ Specify the type of committee and the group to which it belongs.

I.	Annual total (7.2 + 7.3)	€ 39 375
II.	Duration of action	4 years
III.	Total cost of action (I : 4)	€ 157 500

8. FOLLOW-UP AND EVALUATION

8.1 Monitoring system

Continuous monitoring was already done for the previous Protocols between the EC and Mauritius and is also foreseen for the new Protocol. The use of licences is closely followed and data on actual catches are regularly collected.

As far as the targeted actions are concerned, there is a new provision that foresees the submission of a detailed annual programming by the partner country, including schedule and the expected objectives of specific actions to be undertaken, before payments are made.

Up to date the amounts were disbursed upon request by the Mauritian authorities, without any programming for the projects to be financed. The new system gives the Commission the possibility to be informed about the planned projects in advance and to cross-check the realisation of these projects at the end of each year.

To this effect, within three months of the anniversary date of the Protocol, the Mauritian Ministry responsible for fisheries must present the Commission with an annual report on the implementation of these measures and the results achieved. The Commission reserves the right to request the Mauritian authority responsible for fisheries for any additional information on the results achieved and to review payments in the light of the actual implementation of the measures. In particular the Commission shall ensure the compatibility of these measures with activities in a regional level, such as the tuna tagging programme (EU financing: about € 14 millions), which are carried out under the responsibility of the Indian Ocean Commission and supported by the EU under the 9th EDF Regional Indicative Programme, reference to the “regional project on MSC (monitoring, surveillance and control) of € 3,5 millions.

Within a Joint Committee, meeting at the request of either Party, the Community and Mauritius may consult one another on questions relating to the implementation and proper functioning of this Agreement. In the event of any dispute over the interpretation or application of this Agreement, consultations shall be held between the Parties.

8.2 Arrangements and schedule for the planned evaluation

Before the Protocol is renewed in December 2007, the entire period which it covers (3 December 2003 to 2 December 2007) will be evaluated, measuring indicators relating to results (catches, values of catches) and impact (number of jobs created and maintained, relation between the cost of the Protocol and the value of catches). In order to guarantee sustainable fisheries in the region, this evaluation will be carried out prior to any renewal of the protocols in the future.

9. ANTI-FRAUD MEASURES

Since the financial contributions are made by the Community in direct exchange for the fishing opportunities offered, the non-member country uses them for whatever end it chooses. However, it is required to report to the Commission, as provided for in the Protocol, on the use of certain funds. All the measures provided for in Article 3 of the Protocol are subject to an annual report on their implementation and the results achieved. The Commission reserves the right to request additional information on the results achieved and to review payments in the light of the actual implementation of the measures.

In addition, the Member States whose vessels operate under this Agreement must certify to the Commission the accuracy of the data indicated in the tonnage certificates of the vessels, so that the licence fees may be calculated on a guaranteed basis.

The extended Protocol also requires Community ship-owners to fill out catch statements, (which must be transmitted to the Commission and the Mauritian authorities) which then serve as the basis for drawing up the final statement of catches under the Protocol and the corresponding fees.

Finally a new section on sanctions has been inserted to the Annex, providing that failure to observe any of the conditions of the Protocol and Annex or any relevant Mauritian legislation may be dealt with by suspension, revocation or non-renewal of the licence of the vessel in question, apart from the sanctions foreseen in the Mauritian law.