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⁽¹⁾ Text with EEA relevance

II

(Non-legislative acts)

INTERNATIONAL AGREEMENTS

Information on the date of entry into force of the Fisheries Partnership Agreement between the European Union and the Republic of Mauritius

Following signature on 21 December 2013, the Republic of Mauritius and the European Union notified on 17 January and 28 January 2014 respectively, that they had finalised their internal procedures to conclude the Fisheries Partnership Agreement.

The Agreement accordingly entered into force on 28 January 2014 pursuant to Article 17 thereof.

Information concerning the entry into force of the renewal of the Agreement on cooperation in science and technology between the European Community and the Government of the Russian Federation

The renewal of the Agreement on cooperation in science and technology between the European Community and the Government of the Russian Federation, signed on 16 November 2000 ⁽¹⁾ and renewed in 2003 ⁽²⁾, 2009 ⁽³⁾ and 2014 ⁽⁴⁾, has, in accordance with Article 12(a) thereof, entered into force on 14 February 2014. The renewal of the Agreement for a further period of 5 years, in accordance with Article 12(b) thereof, is effective as from 20 February 2014.

⁽¹⁾ OJ L 299, 28.11.2000, p. 14.

⁽²⁾ OJ L 299, 18.11.2003, p. 20.

⁽³⁾ OJ L 92, 4.4.2009, p. 3.

⁽⁴⁾ OJ L 32, 1.2.2014, p. 1.

COUNCIL DECISION**of 28 January 2014****on the conclusion of the Fisheries Partnership Agreement between the European Union and the Republic of Mauritius**

(2014/146/EU)

THE COUNCIL OF THE EUROPEAN UNION,

HAS ADOPTED THIS DECISION:

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

Having regard to the proposal from the European Commission,

Having regard to the consent of the European Parliament,

Whereas:

(1) The Union negotiated with the Republic of Mauritius a Fisheries Partnership Agreement providing EU vessels with fishing opportunities in the waters over which the Republic of Mauritius exercises its sovereignty or jurisdiction.

(2) The Fisheries Partnership Agreement between the European Union and the Republic of Mauritius ('the Fisheries Partnership Agreement') was signed in accordance with Council Decision 2012/670/EU of 9 October 2012 on the signing, on behalf of the European Union, of the Fisheries Partnership Agreement between the European Union and the Republic of Mauritius ⁽¹⁾.

(3) The Fisheries Partnership Agreement should be approved,

Article 1

The Fisheries Partnership Agreement between the European Union and the Republic of Mauritius is hereby approved on behalf of the Union.

The text of the Fisheries Partnership Agreement is attached to this Decision.

Article 2

The President of the Council shall give, on behalf of the Union, the notifications provided for in Article 17 of the Fisheries Partnership Agreement ⁽²⁾.

Article 3

This Decision shall enter into force on the day of its adoption.

Done at Brussels, 28 January 2014.

For the Council

The President

G. STOURNARAS

⁽¹⁾ OJ L 300, 30.10.2012, p. 34.

⁽²⁾ The date of entry into force of the Agreement will be published in the *Official Journal of the European Union* by the General Secretariat of the Council.

FISHERIES PARTNERSHIP AGREEMENT BETWEEN THE EUROPEAN UNION AND THE REPUBLIC OF MAURITIUS

THE EUROPEAN UNION, hereinafter referred to as 'the Union',

and

THE REPUBLIC OF MAURITIUS, hereinafter referred to as 'Mauritius',

both hereinafter referred to as 'the Parties',

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

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

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

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

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

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

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

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

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

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

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

HEREBY AGREE AS FOLLOWS:

Article 1

Definitions

For the purposes of this Agreement:

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

(h) 'ACP seamen' means any seamen who are nationals of a non-European country signatory to the Cotonou Agreement.

(i) 'FAO' means Food and Agriculture Organisation.

Article 2

Scope

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

This Agreement establishes the principles, rules and procedures governing:

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

Article 3

Principles and objectives underlying the implementation of this Agreement

1. The Parties hereby undertake to promote responsible fishing in Mauritian waters as provided for in FAO's Code of Conduct for Responsible Fishing on the basis of the principles of non-discrimination between the different fleets fishing in those waters.
2. The Parties shall cooperate with a view to monitoring the results of the implementation of the fishing policy adopted by the Mauritian Government and evaluating the measures, programmes and actions carried out on the basis of this Agreement and shall establish, to this end, a political dialogue in the fisheries sector. The results of the evaluations shall be analysed by the Joint Committee referred to in Article 9 of this Agreement.

3. The Parties hereby undertake to ensure that this Agreement is implemented in accordance with the principles of good economic and social governance, respecting the state of fish stocks.

4. The employment of Mauritian seamen on board Union vessels shall be governed by the International Labour Organisation (ILO) Declaration on Fundamental Principles and Rights at Work, which shall apply as of right to the corresponding contracts and general terms of employment. This concerns in particular the freedom of association and the effective recognition of the right to collective bargaining, and the elimination of discrimination in respect of employment and occupation. Non-Mauritian ACP seamen on board Union vessels shall enjoy the same conditions.

5. The Parties shall consult one another prior to adopting any decision that may affect the activities of Union vessels under this Agreement.

Article 4

Scientific cooperation

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

Article 5

Access by Union vessels to fisheries in Mauritian waters

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

4. The Union undertakes to take all the appropriate steps required to ensure that its vessels comply with this Agreement and the legislation governing fisheries in Mauritius' waters.

Article 6

Fishing authorisations

1. Union vessels may fish in Mauritius' waters only if they are in possession of a fishing authorisation on board, or a copy thereof, issued under this Agreement and the Protocol hereto.

2. The procedure for obtaining a fishing authorisation for a vessel, the fees applicable and the method of payment to be used by shipowners shall be as set out in the Annex to the Protocol.

Article 7

Financial contribution

1. The Union shall grant Mauritius a financial contribution in accordance with the terms and conditions laid down in the Protocol and Annexes to this Agreement. This contribution shall be based on two elements, namely:

- (a) access by Union vessels to Mauritian waters and fisheries resources, and
- (b) the Union's financial support for promoting responsible fishing and the sustainable exploitation of fisheries resources in Mauritian waters.

2. The element of the financial contribution referred to in paragraph 1(b) above shall be determined in the light of objectives identified by common accord between the Parties in accordance with the Protocol, to be achieved in the context of the sectoral fisheries policy drawn up by the Mauritian Government and an annual and multiannual programme for its implementation.

3. The financial contribution granted by the Union shall be paid each year in accordance with the Protocol and shall be subject to this Agreement and the Protocol in the event of any change to the amount of the contribution as a result of:

- (a) serious circumstances other than natural phenomena which are such as to prevent fishing activities in Mauritian waters;
- (b) a reduction in the fishing opportunities granted to Union vessels, made by mutual agreement for the purposes of managing the stocks concerned, where this is considered necessary for the conservation and sustainable exploitation of resources on the basis of the best available scientific advice;
- (c) an increase in the fishing opportunities granted to Union vessels, made by mutual agreement between the Parties

where the best available scientific advice concurs that the state of resources so permits;

- (d) a reassessment of the terms of financial support for implementing a sectoral fisheries policy in Mauritius, where this is warranted by the results of the annual and multiannual programming observed by both Parties;
- (e) termination of this Agreement under Article 12;
- (f) suspension of the application of this Agreement under Article 13.

Article 8

Promoting cooperation among economic operators and civil society

1. The Parties shall encourage economic, scientific and technical cooperation in the fisheries sector and related sectors. They shall consult one another with a view to coordinating the different measures that might be taken to this end.

2. The Parties undertake to promote the exchange of information on fishing techniques and gear, preservation methods and the industrial processing of fisheries products.

3. The Parties shall endeavour, when appropriate, to create conditions favourable to the promotion of relations between their enterprises in the technical, economic and commercial spheres, by encouraging the establishment of an environment favourable to the development of business and investment.

4. The Parties undertake to implement a plan and actions between Mauritian and Union operators aimed at promoting fish landing from Union vessels in Mauritius.

5. The Parties shall encourage, when appropriate, the setting-up of joint enterprises in their mutual interest which shall systematically comply with Mauritian and Union legislation.

Article 9

Joint Committee

1. A Joint Committee shall be set up to monitor the application of this Agreement. The Joint Committee shall perform the following functions:

- (a) monitoring the performance, interpretation and application of this Agreement and, in particular, the definition of the annual and multiannual programming referred to in Article 7(2) and evaluation of its implementation;
- (b) providing the necessary liaison for matters of mutual interest relating to fisheries;

- (c) acting as a forum for the amicable settlement of any disputes regarding the interpretation or application of the Agreement;
- (d) reassessing, where necessary, the level of fishing opportunities and, consequently, of the financial contribution;
- (e) any other function which the Parties decide on by mutual agreement.

2. The Joint Committee shall exercise its functions with regard to the results of consultation at scientific level referred to in Article 4 of the Agreement.

3. The Joint Committee shall meet at least once a year, alternately in Mauritius and in the Union, and shall be chaired by the Party hosting the meeting. It shall hold a special meeting at the request of either Party.

Article 10

Geographical area to which the Agreement applies

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

Article 11

Duration

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

Article 12

Termination

1. Application of this Agreement may be terminated by one of the Parties in the event of serious circumstances, other than natural phenomena, which are beyond the reasonable control of one of the Parties and are such as to prevent fishing activities in Mauritian waters. This Agreement may also be terminated by either Party in the event of degradation of the stocks concerned, the discovery of a reduced level of exploitation of the fishing opportunities granted to Union vessels, or failure to comply with undertakings made by the Parties with regard to combating illegal, unreported and unregulated fishing.

2. The Party concerned shall notify the other Party in writing of its intention to withdraw from the Agreement at least six months before the date of expiry of the initial period or each additional period.

3. Dispatch of the notification referred to in the previous paragraph shall open consultations by the Parties.

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

Article 13

Suspension

1. Application of this Agreement may be suspended at the initiative of one of the Parties in the event of a serious disagreement as to the application of provisions laid down in the Agreement. Suspension of application of the Agreement shall require the interested Party to notify its intention in writing at least three months before the date on which suspension is due to take effect. On receipt of this notification, the Parties shall enter into consultations with a view to resolving their differences amicably.

2. Payment of the financial contribution referred to in Article 7 shall be reduced proportionately and *pro rata temporis*, according to the duration of the suspension.

Article 14

Protocol and Annex

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

Article 15

National law

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

Article 16

Repeal

On the date of its entry into force, this Agreement repeals and replaces the Agreement between the European Union and the Government of the Republic of Mauritius on fishing off the coast of Mauritius which entered into force on 1.12.1990.

Article 17

Entry into force

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

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

Съставено в Брюксел на двадесет и първи декември две хиляди и дванадесета година.

Hecho en Bruselas, el veintiuno de diciembre de dos mil doce.

V Bruselu dne dvacátého prvního prosince dva tisíce dvanáct.

Udfærdiget i Bruxelles den enogtyvende december to tusind og tolv.

Geschehen zu Brüssel am einundzwanzigsten Dezember zweitausendzwoölf.

Kahe tuhande kaheteistkümnenda aasta detsembrikuu kahekümne esimesel päeval Brüsselis.

Έγινε στις Βρυξέλλες, στις είκοσι μία Δεκεμβρίου δύο χιλιάδες δώδεκα.

Done at Brussels on the twenty-first day of December in the year two thousand and twelve.

Fait à Bruxelles, le vingt-et-un décembre deux mille douze.

Fatto a Bruxelles, addì ventuno dicembre duemiladodici.

Briselē, divi tūkstoši divpadsmitā gada divdesmit pirmajā decembrī.

Priimta du tūkstančiai dvyliktų metų gruodžio dvidešimt pirmą dieną Briuselyje.

Kelt Brüsszelben, a kétezer-tizenkettedik év december havának huszonegyedik napján.

Magħmul fi Brussell, fil-wieħed u għoxrin jum ta' Diċembru tas-sena elfejn u tnax.

Gedaan te Brussel, de eenentwintigste december tweeduizend twaalf.

Sporządzono w Brukseli dnia dwudziestego pierwszego grudnia roku dwa tysiące dwunastego.

Feito em Bruxelas, em vinte e um de dezembro de dois mil e doze.

Întocmit la Bruxelles la douăzeci și unu decembrie două mii doisprezece.

V Bruseli dvadsiateho prvého decembra dvetisíc dvanásť.

V Bruslju, dne enaindvajsetega decembra leta dva tisoč dvanajst.

Tehty Brysselissä kahdentenäkymmenentenäensimmäisenä päivänä joulukuuta vuonna kaksituhattakaksitoista.

Som skedde i Bryssel den tjugoförsta december tjugohundratolv.

Za Европейския съюз
Por la Unión Europea
Za Evropskou unii
For Den Europæiske Union
Für die Europäische Union
Euroopa Liidu nimel
Για την Ευρωπαϊκή Ένωση
For the European Union
Pour l'Union européenne
Per l'Unione europea
Eiropas Savienības vārdā –
Europos Sąjungos vardu
Az Európai Unió részéről
Għall-Unjoni Ewropea
Voor de Europese Unie
W imieniu Unii Europejskiej
Pela União Europeia
Pentru Uniunea Europeană
Za Európsku úniu
Za Evropsko unijo
Euroopan unionin puolesta
För Europeiska unionen



За Република Мавриций
Por la República de Mauricio
Za Mauricijskou republiku
For Republikken Mauritius
Für die Republik Mauritius
Mauritiuse Vabariigi nimel
Για τη Δημοκρατία των Μαυρίκιου
For the Republic of Mauritius
Pour la République de Maurice
Per la Repubblica di Maurizio
Maurīcijas Salu Republikas vārdā –
Maurīcijas Respublikos vardu
A Mauritiusi Köztársaság részéről
Għar-Repubblika tal-Mawrizju
Namens de Republiek Mauritius
W imieniu Republiki Mauritiusu
Pela República da Maurícia
Pentru Republica Mauritius
Za Maurícijskoú republiku
Za Republika Mauritius
Mauritiuksen tasavallan puolesta
För Republiken Mauritius



PROTOCOL**setting out the fishing opportunities and the financial contribution provided for by the Fisheries Partnership Agreement between the European Union and the Republic of Mauritius***Article 1***Period of application and fishing opportunities**

1. For a period of three (3) years, the fishing opportunities granted under Article 5 of the Fisheries Partnership Agreement shall be as follows:

Highly migratory species (species listed in Annexe 1 to the 1982 United Nations Convention on the Law of the Sea)

(a) 41 ocean-going tuna seiners, and

(b) 45 surface long liners.

2. Paragraph 1 of Article 1 shall apply subject to Articles 5 and 6 of this Protocol.

3. Under Article 6 of the Fisheries Partnership Agreement, and Article 7 of this Protocol, vessels flying the flag of a Member State of the European Union may engage in fishing activities in Mauritius' waters only if they are in possession of a fishing authorisation issued under this Protocol in accordance with the Annex hereto.

*Article 2***Financial contribution — Methods of payment**

1. For the period referred to in Article 1, the total financial contribution referred to in Article 7 of the Fisheries Partnership Agreement shall be EUR 1 980 000 for the whole duration of this Protocol.

2. This total financial contribution shall comprise:

(a) an annual amount for access to Mauritius' waters of EUR 357 500 equivalent to a reference tonnage of 5 500 tonnes per year, and

(b) a specific amount of EUR 302 500 per year for the support and implementation of Mauritian sectoral fisheries policy and maritime policy.

3. Paragraph 1 of Article 2 shall apply subject to Articles 3, 4, 5, and 6 of this Protocol.

4. The European Union shall pay the total amount referred in paragraph 2(a) and 2(b) of Article 2 (i.e. EUR 660 000 per year) each year during the period of application of this Protocol.

Payment shall be made no later than sixty (60) days after this Protocol's entry into force for the first year, and no later than the anniversary date of this Protocol for the following years.

5. If the overall quantity of catches of tuna by European Union vessels in Mauritius' waters exceeds 5 500 tonnes per year, the amount of the annual financial contribution for access rights shall be increased by EUR 65 for each additional tonne caught. However, the total annual amount paid by the European Union shall not be more than twice the amount indicated in paragraph 2(a) of Article 2 (EUR 715 000). Where the quantities caught by European Union vessels in the Mauritius' waters exceed the quantities corresponding to twice the total annual amount, the amount due for the quantity exceeding that limit shall be paid the following year in line with the provisions of the Annex.

6. Mauritius shall have full discretion regarding the use of the financial contribution specified in paragraph 2(a) of Article 2.

7. The financial contribution shall be paid into a single Public Treasury account in Mauritius opened with the Central Bank of Mauritius. The account number shall be provided by the Mauritius authorities.

*Article 3***Promoting responsible fishing and sustainable fisheries in Mauritius' waters**

1. As soon as this Protocol enters into force and no later than three months after that date, the European Union and Mauritius shall agree, within the Joint Committee provided for in Article 9 of the Fisheries Partnership Agreement, on a multi-annual sectoral programme and detailed implementing rules covering, in particular:

(a) annual and multiannual guidelines for using the specific amount of the financial contribution referred to in paragraph 2(b) of Article 2;

(b) the objectives, both annual and multiannual, to be achieved with a view to introducing, over time, responsible fishing and sustainable fisheries, taking account of the priorities expressed by Mauritius in its national fisheries and maritime policy, and other policies relating to or having an impact on the promotion of responsible fishing and sustainable fisheries, including marine protected areas;

(c) criteria and procedures for evaluating the results obtained each year.

2. Any proposed amendments to the multiannual sectoral programme shall be approved by both Parties within the Joint Committee.

3. Each year, Mauritius may allocate, if necessary, an additional amount to the financial contribution referred to in paragraph 2(b) of Article 2 with a view to implementing the multiannual programme. This allocation shall be notified to the European Union.

Article 4

Scientific cooperation on responsible fishing

1. The two Parties hereby undertake to promote responsible fishing in Mauritius' waters based on the principle of non-discrimination between the different fleets fishing in those waters.

2. During the period covered by this Protocol, the European Union and Mauritius shall endeavour to monitor the state of fishery resources in the Mauritius' waters.

3. Both Parties shall endeavour to respect the resolutions, recommendations and, when appropriate, the relevant management plans adopted by the Indian Ocean Tuna Commission (IOTC) regarding conservation and responsible management of fisheries.

4. Based on the recommendations and resolutions taken within the IOTC and the best available scientific advice and, where appropriate, the results of the joint scientific meeting provided for by Article 4 of the Fisheries Partnership Agreement, the two Parties may consult each other within the Joint Committee provided for in Article 9 of the Fisheries Partnership Agreement and, where necessary, agree on the measures to ensure sustainable management of Mauritius' fisheries resources.

Article 5

Adjustment of fishing opportunities by mutual agreement

1. The fishing opportunities referred to in Article 1 may be adjusted by mutual agreement insofar as the recommendations and resolutions of IOTC support that such an adjustment will secure the sustainable management of tuna and tuna-like species in the Indian Ocean.

2. In this case the financial contribution referred to in paragraph 2(a) of Article 2 shall be adjusted proportionately and *pro rata temporis*. However, the total annual amount paid by the European Union shall not be more than twice the figure indicated in paragraph 2(a) of Article 2.

3. Both Parties shall notify each other in writing of any changes in their respective fisheries policies and legislations.

Article 6

New fishing opportunities

1. In the event that European Union fishing vessels become interested in engaging in fisheries not provided for in Article 1 of the Fisheries Partnership Agreement, the Parties shall consult each other before any possible authorisation is granted for any such activities and, where appropriate, agree on the conditions for such fishing including effecting corresponding amendments to this Protocol and the Annex thereto.

2. The Parties should encourage experimental fishing, especially relating to under exploited deep water species, present in Mauritius' waters. To this end, and at the request of one Party, the Parties shall consult each other with a view to determining on a case to case basis, the species, conditions and other relevant parameters.

3. The Parties shall carry out experimental fishing in accordance with parameters that will be agreed by both Parties in an administrative arrangement where appropriate. The authorisations for experimental fishing should be agreed for a maximum period of 6 months.

4. In the event that the Parties consider that experimental campaigns have given positive results, the Government of Mauritius may allocate fishing possibilities of the new species to the European Union fleet until the expiration of this Protocol. The financial compensation mentioned in paragraph 2(a) of Article 2 of this Protocol shall consequently be increased. Ship-owners' fees and conditions as provided for in the Annex shall be amended accordingly.

Article 7

Conditions governing fishing activities — Exclusivity clause

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

Article 8

Suspension and review of the payment of the financial contribution

1. Notwithstanding the provisions laid out in Article 9 of this Protocol, the financial contribution referred to in paragraphs 2 (a) and (b) of Article 2 shall be reviewed or suspended after consultation between the two Parties provided that the European Union has paid in full any amounts due at the time of suspension:

- (a) if exceptional circumstances, other than natural phenomena, prevent fishing activities in Mauritius' waters;
- (b) following significant changes in the policy guidelines of either one of the Parties affecting the relevant provisions of this Protocol;
- (c) if the European Union ascertains a breach of essential and fundamental elements on human rights as laid out by Article 9 of the Cotonou Agreement and following the procedure set out in Articles 8 and 96 thereof. In this case, all fishing activities of the EU vessels shall be suspended.

2. The European Union reserves the right to suspend, totally or partially, the payment of the specific contribution provided for in paragraph 2(b) of Article 2, where the results of the sectoral policy support obtained are found to be materially inconsistent with the budgeted programming following the evaluation carried out and consultations within the Joint Committee as provided by Article 3 of this Protocol.

3. Payment of the financial contribution and fishing activities may resume once the situation has returned to the status prior to the occurrence of the above mentioned circumstances and if the two Parties agree to do so following consultation.

Article 9

Suspension of the implementation of the Protocol

1. Implementation of this Protocol shall be suspended at the initiative of either one of the Parties subject to consultations between and agreement of the Parties within the Joint Committee provided for in Article 9 of the Agreement:

- (a) if exceptional circumstances, other than natural phenomena, prevent fishing activities in Mauritius' waters;
- (b) in case the European Union fails to make the payments provided for in paragraph 2(a) of Article 2, for reasons not covered by Article 8 of this Protocol;
- (c) where a dispute arises between the Parties over the interpretation and implementation of this Protocol and its Annex which cannot be settled;
- (d) if either one of the Parties does not respect the provisions laid out by this Protocol and its Annex;
- (e) following significant changes in the policy guidelines of either one of the Parties affecting the relevant provisions of this Protocol;
- (f) if either one of the Parties ascertains a breach of essential and fundamental elements on human rights as laid out by Article 9 of the Cotonou Agreement, and following the procedure set out in Articles 8 and 96 thereof.

- (g) in case of non compliance with the International Labour Organisation Declaration on Fundamental Principles and Rights at Work as provided in Article 3, paragraph 5 of the Fisheries Partnership Agreement.

2. Suspension of implementation of this Protocol shall require the Party concerned to notify its intention in writing at least three months before the date on which the suspension is due to take effect.

3. In the event of suspension of implementation, the Parties shall continue to consult with a view to finding an amicable settlement to their dispute. Where such settlement is reached, implementation of this Protocol shall resume and the amount of the financial contribution shall be reduced proportionately and *pro rata temporis* according to the period during which implementation of this Protocol was suspended.

Article 10

National law

1. The activities of European Union fishing vessels in Mauritius' waters are subject to the laws and regulations of Mauritius unless otherwise provided under this Protocol and the Annex thereof.

2. The authorities of Mauritius shall inform the European Commission of any changes or new legislation regarding the fishery policy.

Article 11

Confidentiality

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

Article 12

Electronic exchanges of data

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

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

*Article 13***Duration**

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

*Article 14***Termination**

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

*Article 15***Entry into force**

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

ANNEX

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

CHAPTER I

GENERAL PROVISIONS**1. Designation of competent authority**

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

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

2. Mauritius' waters

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

3. Bank account

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

CHAPTER II

TUNA FISHING AUTHORISATIONS**1. Condition for obtaining a tuna fishing authorisation – eligible vessels**

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

2. Application for a fishing authorisation

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

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

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

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

3. Advance payment fee

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

4. Provisional list of vessels authorised to fish

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

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

5. Issue of fishing authorisation

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

6. List of vessels authorised to fish

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

7. Period of validity of the fishing authorisation

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

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

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

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

8. Documents to be carried onboard

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

- (a) the fishing authorization;
- (b) documents issued by a competent authority of the flag state of such fishing vessel, showing:
 - the number under which the fishing vessel is registered,
 - the vessel certificate of registry;
- (c) up-to-date certified drawings or descriptions of the layout of the fishing vessel and in particular, the number of fish holds of the fishing vessels, with the storage capacity expressed in cubic metres;
- (d) if any modification was made to the characteristics of the fishing vessel with respect to its length overall, its gross registered tonnage, the horsepower of its main engine or engines or its hold capacity, a certificate, certified by a competent authority of the flag state of the fishing vessel, describing the nature of such modification;

(e) if the fishing vessel is equipped with chilled or refrigerated sea-water tanks, a document certified by a competent authority of the flag state of the vessel indicating the calibration of the tanks in cubic metres;

(f) a copy of Mauritius Fisheries and Marine Ressources Act 2007.

9. Transfer of fishing authorisation

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

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

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

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

CHAPTER III

TECHNICAL MEASURES

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

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

CHAPTER IV

CATCH REPORTING

1. Definition of the fishing trip

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

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

2. Fishing logbook

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

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

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

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

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

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

3. Catch reporting

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

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

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

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

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

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

Where the provisions concerning catch reporting are not observed, Mauritius may suspend the fishing authorisation of the vessel concerned until the missing catch report is obtained and take any action against the ship-owner in accordance with the relevant provisions under the national legislation in force. If the offence is repeated, Mauritius may refuse to renew the fishing authorisation. Mauritius shall inform the EU immediately of any sanction applied in this context.

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

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

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

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

CHAPTER V

LANDINGS AND TRANSHIPMENTS

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

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

- (a) the name of the fishing vessel which must land or tranship and its number in the IOTC record of fishing vessels;
- (b) the port of landing or transshipment;
- (c) the date and time scheduled for the landing or transshipment;
- (d) the quantity (expressed in kilograms of live weight or, if necessary, the number of individual fish) of each species to be landed or transhipped (identified by its FAO alpha 3 code);
- (e) in the case of transshipment, the name of the receiving vessel.

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

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

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

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

CHAPTER VI

CONTROL

1. Entering and leaving Mauritius' waters

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

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

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

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

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

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

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

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

2. Periodic catch report

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

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

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

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

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

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

3. Inspection at sea

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

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

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

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

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

4. Inspection in port in case of landing and transshipment

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

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

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

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

CHAPTER VII

SATELLITE MONITORING SYSTEM (VMS)

1. Vessel position messages – VMS system

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

Each position message must contain:

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

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

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

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

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

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

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

3. Secure communication of the position messages to Mauritius

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

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

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

4. Malfunction of the communication system

Mauritius shall ensure the compatibility of its electronic equipment with that of the FMC of the flag state and inform the EU immediately of any malfunction as regards the communication and receiving of position messages with a view to finding a technical solution as soon as possible. The Joint Committee shall deal with any possible dispute arising.

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

5. Revision of the frequency of position messages

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

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

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

CHAPTER VIII

INFRINGEMENTS

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

1. Treatment of infringements

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

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

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

2. Detention of a vessel

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

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

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

3. Penalties for infringements — Compromise procedure

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

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

4. Legal proceeding – Bank guarantee

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

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

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

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

5. Release of the vessel and the crew

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

CHAPTER IX

SIGNING-ON OF SEAMEN

1. Number of seamen to sign on

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

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

2. Seamen's contracts

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

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

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

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

3. Seamen's wages

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

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

4. Seamen's obligations

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

CHAPTER X

1. Observation of fishing activities

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

2. Designated vessels and observers

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

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

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

3. Observer's salary

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

4. Embarkation conditions

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

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

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

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

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

5. Embarkation and landing of observers

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

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

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

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

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

6. Observer's obligations

Whilst they are on board observers shall:

- (a) take all appropriate measures so as not to interrupt or hinder fishing operations;

- (b) respect on-board property and equipment;
- (c) respect the confidential nature of any document belonging to the vessel.

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

7. Observer's report

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

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

Appendices to this Annex

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

Appendix 1

APPLICATION FOR A FOREIGN FISHING VESSEL LICENCE

Name of applicant:

Address of applicant:

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

Name and address of agent in Mauritius:

Name of vessel:

Type of vessel:

Country of registry:

Port and registration number:

Fishing vessel external identification:

Radio call sign and frequency:

Fax number of vessel:

Length of vessel:

Width of vessel:

Engine type and power:

Gross registered tonnage of vessel:

Net registered tonnage of vessel:

Minimum crew complement:

Type of fishing practised:

Proposed species of fish:

Period of validity requested:

I certify that the above particulars are correct.

Date:

Signature:

Appendix 2

TECHNICAL SHEET: TUNA SEINERS AND SURFACE LONGLINERS

(1) Mauritius' waters:	
— Beyond fifteen (15) nautical miles from the base lines with the view to avoid adverse effects to small-scale artisanal fisheries in Mauritius.	
(2) Authorised gear:	
— Seine	
— Surface longliner	
(3) By-catches:	
— Compliance with IOTC Resolutions	
(4) Authorised tonnage/Fees:	
Number of vessels authorised to fish	— Ocean-going tuna seiner vessels: 41 — surface longliner vessels: 45
Annual advance payment fee:	— 3 710 EUR per ocean-going tuna seiner vessel, for 106 tonnes of catch of highly migratory and associated species — 3 150 EUR per surface longliner vessel > 100 GT, for 90 tonnes of catch of highly migratory and associated species — 1 750 EUR per surface longliner vessel < 100 GT, for 50 tonnes of catch of highly migratory and associated species
Additional fee:	35 EUR per tonne caught
(5) Mauritius seamen	
— 10 seamen or payment of a compensation (ref. Chapter IX of Aneexe)	

CATCH REPORT FORM

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

DEPART/SALIDA/DEPARTURE					ARRIVEE/LLEGADA/ARRIVAL					NAVIRE/BARCO/VESSEL					PATRON/PATRON/MASTER					FEUILLE															
PORT/PUERTO/PORT DATE/FECHA/DATE HEURE/ HORA/HOUR LOCH/CORREDERA/LOCH					PORT/PUERTO/PORT DATE/FECHA/DATE HEURE/ HORA/HOUR LOCH/CORREDERA/LOCH															HOJA/SHEET N°															
DATE FECHA DATE	POSITION (chaque calée ou midi) POSICION (cada lance o mediadia) POSITION (each set or midday)	CALEE LANCE SET			CAPTURE ESTIMEE ESTIMACION DE LA CAPTURA ESTIMATED CATCH										ASSOCIATION ASOCIACION ASSOCIATION					COMMENTAIRES OBSERVACIONES COMMENTS					COURANT CORRIENTE CURRENT										
					1 ALBACO- RE RABIL YELLOW- FIN	2 LISTAO LISTADO SKIPJACK	3 PATUDO PATUDO BIGEYE	AUTRE ESPECE préciser le/les nom(s) OTRA ESPECIE dar el/los nombre(s) OTHER SPECIES give name(s)			REJETS préciser le/les nom(s) DESCARTES dar el/los nombre(s) DISCARDS give name(s)																								
					Taille Talla Size	Capt- ure Capt- ura Catch	Taille Talla Size	Capt- ure Capt- ura Catch	Taille Talla Size	Capt- ure Capt- ura Catch	Nom Nom- bre Name	Taille Talla Size	Capt- ure Capt- ura Catch	Nom Nom- bre Name	Taille Talla Size	Capt- ure Capt- ura Catch																			

Une calée par ligne/Uno lance cada línea/One set by line

DATE FECHA DATE	POSITION (chaque calée ou midi) POSICION (cada lance o mediadia) POSITION (each set or midday)	CALEE LANCE SET	CAPTURE ESTIMEE ESTIMACION DE LA CAPTURA ESTIMATED CATCH														ASSOCIATION ASOCIACION ASSOCIATION	COMMENTAIRES OBSERVACIONES COMMENTS		COURANT CORRIENTE CURRENT

SIGNATURE DATE

FISHING LOGBOOK (IOTC FORMS)

Logbook for Tuna Longliners



SEYCHELLES FISHING AUTHORITY
P.O. Box 445, Fishing Port, Mahé, Republic of Seychelles
Telephone: 670330 Fax: 234530 Email: seafish@sfh.sc

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

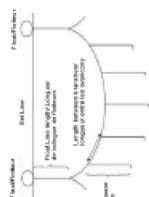
Logbook for Month:

of Year:

Cruise Information		Report Information	
Departure Date:	Arrival Date:	Date reported:	
Departure Port:	Arrival Port:	Person Reported:	
Captain:	No. Of Crew:		

Notes:

1. Use one Sheet per month and one line per day
2. Use 2000MM YYYY for Dates
3. In each set catch should be given in both number and weight (in kg)
4. For SST use value with one decimal point
5. After each species record the type of weight, as follows:
HSC: Headed and Gutted
OG: Oiled and Gutted
W/L: Whole
6. All information reported herein will be kept strictly confidential



Gear configuration		Tick Targeted Species/Tick	
Set Line length (m):	Thick Rope (Crossed Rope)	Tuna	
Branchline length (m):	Thin rope (PE or Other materials)	Swordfish	
Floatline length (m):	When braked	Others	
Length between branches (m):	When monofilament		

Date	Position		Fishing Effort		Tunas										Billfishes					Sharks					Other Fish		Remarks (Discards or other information)
	Latitude	Longitude	WT	Min	Max	WT	Min	Max	WT	Min	Max	WT	Min	Max	WT	Min	Max	WT	Min	WT	Min	Max	WT	Min	WT	Min	Max
1	25	20	N	60	20	E	12.45	30.2	1000	3000	50	300	30000														
2																											
3																											
4																											
5																											
6																											
7																											
8																											
9																											
10																											
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24																											
25																											
26																											
27																											
28																											
29																											
30																											
31																											
					Total																						

Appendix 4

FORMAT OF VMS MESSAGE POSITION
Communication of vms messages position report

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

M = mandatory data element

O = optional data element

Each data transmission is structured as follows:

1. characters are accorded to the ISO 8859,1 norm
2. a double slash (//) and field code SR indicate the start of the message
3. each data element is identified by its code and separated from the other data elements by a double slash (//)
4. a single slash (/) separates the field code and the data
5. the ER code followed by a double slash (//) indicates the end of the message
6. the optional data elements must be inserted between the start and the end of the message

CATCH REPORT FORM

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

DEPART/SALIDA/DEPARTURE					ARRIVEE/LLEGADA/ARRIVAL					NAVIRE/BARCO/VESSEL					PATRON/PATRON/MASTER					FEUILLE										
PORT/PUERTO/PORT DATE/FECHA/DATE HEURE/ HORA/HOUR LOCH/CORREDERA/LOCH					PORT/PUERTO/PORT DATE/FECHA/DATE HEURE/ HORA/HOUR LOCH/CORREDERA/LOCH															HOJA/SHEET N°										
DATE FECHA DATE	POSITION (chaque calée ou midi) POSICION (cada lance o mediadia) POSITION (each set or midday)	CALEE LANCE SET			CAPTURE ESTIMEE ESTIMACION DE LA CAPTURA ESTIMATED CATCH										ASSOCIATION ASOCIACION ASSOCIATION					COMMENTAIRES OBSERVACIONES COMMENTS					COURANT CORRIENTE CURRENT					
					1 ALBACO- RE RABIL YELLOW- FIN	2 LISTAO LISTADO SKIPJACK	3 PATUDO PATUDO BIGEYE	AUTRE ESPECE préciser le/les nom(s) OTRA ESPECIE dar el/los nombre(s) OTHER SPECIES give name(s)			REJETS préciser le/les nom(s) DESCARTES dar el/los nombre(s) DISCARDS give name(s)																			
					Taille Talla Size	Capt- ure Capt- ura Catch	Taille Talla Size	Capt- ure Capt- ura Catch	Taille Talla Size	Capt- ure Capt- ura Catch	Nom Nom- bre Name	Taille Talla Size	Capt- ure Capt- ura Catch	Nom Nom- bre Name	Taille Talla Size	Capt- ure Capt- ura Catch														
Une calée par ligne/Uno lance cada línea/One set by line																														

DATE FECHA DATE	POSITION (chaque calée ou midi) POSICION (cada lance o mediadia) POSITION (each set or midday)	CALEE LANCE SET	CAPTURE ESTIMEE ESTIMACION DE LA CAPTURA ESTIMATED CATCH														ASSOCIATION ASOCIACION ASSOCIATION	COMMENTAIRES OBSERVACIONES COMMENTS		COURANT CORRIENTE CURRENT

SIGNATURE DATE

Logbook for Tuna Longliners



SEYCHELLES FISHING AUTHORITY
P.O. Box 448, Fishing Port, Mahé, Republic of Seychelles
Telephone: 870330 Fax: 224250 E-mail: management@seafish.gov.sc

Telephone: 670330 Fax: 224530 E-mail: crus@genetec.ch

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

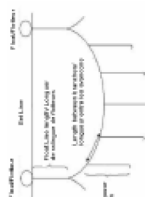
Logbook for Month:

of Year :

Cruse Information		Report Information	
Departure Date:	Arrival Date	Date reported	
Departure Port:	Arrival Port	Person Reported	
Capacity:	No. Of Crew		

Abstract

- Use one zero per month and one five per day
e.g. Use 00MM/YYYY for Dates
In each sex each should be given its both number and weight (in kg)
For SST use value with one decimal point
After each species record the type of weight, as follows
HG: Headed and Gutted
LC: Lohs
WL: Whole
All information reported hereafter will be kept strictly confidential



Gear configuration	Mesh	Line length (m)	Branchline length (m)	Footline length (m)	Length between branches (m)	Mesh Line material	754	Target Species/Trick
						Thick Rope (Common Ropes)	Tuna	
						Thin rope (PE or Other materials)	Swordfish	
						Nylon braided	Others	
						Nylon Monofilament		

[illegible]

REGULATIONS

COUNCIL REGULATION (EU) No 270/2014

of 17 March 2014

amending Regulation (EC) No 889/2005 imposing certain restrictive measures in respect of the Democratic Republic of Congo

THE COUNCIL OF THE EUROPEAN UNION,

Having regard to the Treaty on the Functioning of the European Union, and in particular Article 215 thereof,

Having regard to Council Decision 2010/788/CFSP of 20 December 2010 concerning restrictive measures against the Democratic Republic of the Congo and repealing Common Position 2008/369/CFSP ⁽¹⁾,

Having regard to the joint proposal from the High Representative of the Union for Foreign Affairs and Security Policy and from the European Commission,

Whereas:

- (1) Council Regulation (EC) No 889/2005 ⁽²⁾ imposed restrictive measures in respect of the Democratic Republic of Congo (DRC), in accordance with Council Common Position 2005/440/CFSP ⁽³⁾ and in line with United Nations Security Council (UNSC) Resolution 1596 (2005) of 18 April 2005 and subsequent relevant United Nations (UN) resolutions. Council Common Position 2008/369/CFSP ⁽⁴⁾ repealed Common Position 2005/440/CFSP. Council Decision 2010/788/CFSP repealed Common Position 2008/369/CFSP.

- (2) By means of Resolution 2136 (2014) of 30 January 2014, the UNSC decided to provide for an additional derogation from the arms embargo.

- (3) That measure falls within the scope of the Treaty on the Functioning of the European Union and regulatory action at the level of the Union is therefore necessary in order to give effect to it, in particular with a view to ensuring its uniform application by economic operators in all Member States.

- (4) Regulation (EC) No 889/2005 should therefore be amended accordingly,

HAS ADOPTED THIS REGULATION:

Article 1

In Article 3(1) of Regulation (EC) No 889/2005, the following point is added:

- '(c) technical assistance, financing and financial assistance related to arms and related materiel intended solely for the support of or use by the African Union Regional Task Force.'

Article 2

This Regulation shall enter into force on the 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 Brussels, 17 March 2014.

For the Council
The President
C. ASHTON

⁽¹⁾ OJ L 336, 21.12.2010, p. 30.

⁽²⁾ Council Regulation (EC) No 889/2005 of 13 June 2005 imposing certain restrictive measures in respect of the Democratic Republic of Congo and repealing Regulation (EC) No 1727/2003 (OJ L 152, 15.6.2005, p. 1).

⁽³⁾ Council Common Position 2005/440/CFSP of 13 June 2005 concerning restrictive measures against the Democratic Republic of Congo and repealing Common Position 2002/829/CFSP (OJ L 152, 15.6.2005, p. 22).

⁽⁴⁾ Council Common Position 2008/369/CFSP of 14 May 2008 concerning restrictive measures against the Democratic Republic of the Congo and repealing Common Position 2005/440/CFSP (OJ L 127, 15.5.2008, p. 84).

COUNCIL REGULATION (EU) No 271/2014**of 17 March 2014****amending Regulation (EC) No 1183/2005 imposing certain specific restrictive measures directed against persons acting in violation of the arms embargo with regard to the Democratic Republic of the Congo**

THE COUNCIL OF THE EUROPEAN UNION,

HAS ADOPTED THIS REGULATION:

Having regard to the Treaty on the Functioning of the European Union, and in particular Article 215 thereof,

Article 1

In Article 2a of Regulation (EC) No 1183/2005, paragraph 1 is replaced by the following:

Having regard to Council Decision 2010/788/CFSP of 20 December 2010 concerning restrictive measures against the Democratic Republic of the Congo and repealing Common Position 2008/369/CFSP ⁽¹⁾,

"1. Annex I shall include the natural or legal persons, entities or bodies designated by the Sanctions Committee or the United Nations Security Council as:

Having regard to the joint proposal from the High Representative of the Union for Foreign Affairs and Security Policy and from the European Commission,

(a) persons or entities acting in violation of the arms embargo and related measures as referred to in Article 1 of Council Decision 2010/788/CFSP (*) and in Article 2 of Council Regulation (EC) No 889/2005 (**);

Whereas:

(1) Council Regulation (EC) No 1183/2005 ⁽²⁾ gives effect to measures provided for in Decision 2010/788/CFSP. Annex I to Regulation (EC) No 1183/2005 lists the natural and legal persons, entities and bodies covered by the freezing of funds and economic resources under that Regulation.

(b) political and military leaders of foreign armed groups operating in the Democratic Republic of the Congo (DRC) who impede the disarmament and the voluntary repatriation or resettlement of combatants belonging to those groups;

(2) United Nations Security Council Resolution (UNSCR) 2136 (2014) of 30 January 2014 amended the criteria for the designation of persons and entities to be subject to the restrictive measures set out in paragraphs 9 and 11 of UNSCR 1807 (2008) of 31 March 2008.

(c) political and military leaders of Congolese militias, including those receiving support from outside the DRC, who impede the participation of their combatants in disarmament, demobilisation and reintegration processes;

(3) That measure falls within the scope of the Treaty on the Functioning of the European Union and regulatory action at the level of the Union is therefore necessary in order to give effect to it, in particular with a view to ensuring its uniform application by economic operators in all Member States.

(d) persons or entities operating in the DRC and recruiting or using children in armed conflict in violation of applicable international law;

(4) Regulation (EC) No 1183/2005 should therefore be amended accordingly,

(e) persons or entities operating in the DRC and involved in planning, directing or participating in the targeting of children or women in situations of armed conflict, including killing and maiming, rape and other sexual violence, abduction, forced displacement and attacks on schools and hospitals;

⁽¹⁾ OJ L 336, 21.12.2010, p. 30.

⁽²⁾ Council Regulation (EC) No 1183/2005 of 18 July 2005 imposing certain specific restrictive measures directed against persons acting in violation of the arms embargo with regard to the Democratic Republic of the Congo (OJ L 193, 23.7.2005, p. 1).

(f) persons or entities obstructing the access to or the distribution of humanitarian assistance in the DRC;

- (g) persons or entities supporting armed groups in the DRC through illicit trade of natural resources, including gold or wildlife as well as wildlife products;
- (h) persons or entities acting on behalf of or at the direction of a designated person or entity, or acting on behalf of or at the direction of an entity owned or controlled by a designated person or entity;
- (i) persons or entities who plan, direct, sponsor or participate in attacks against peacekeepers of the United Nations Organisation Stabilisation Mission in the DRC (MONUSCO);
- (j) persons or entities providing financial, material, or technological support for, or goods or services to, or in support of a designated person or entity.
- (*) Council Decision 2010/788/CFSP of 20 December 2010 concerning restrictive measures against the Democratic Republic of the Congo and repealing Common Position 2008/369/CFSP (OJ L 336, 21.12.2010, p. 30).
- (**) Council Regulation (EC) No 889/2005 of 13 June 2005 imposing certain restrictive measures in respect of the Democratic Republic of Congo and repealing Regulation (EC) No 1727/2003 (OJ L 152, 15.6.2005, p. 1)."

Article 2

This Regulation shall enter into force on the 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 Brussels, 17 March 2014.

For the Council
The President
C. ASHTON

COMMISSION REGULATION (EU) No 272/2014**of 17 March 2014****amending Council Regulation (EC) No 297/95 as regards the adjustment of the fees of the European Medicines Agency to the inflation rate****(Text with EEA relevance)**

THE EUROPEAN COMMISSION,

HAS ADOPTED THIS REGULATION:

Article 1

Having regard to the Treaty on the Functioning of the European Union,

Regulation (EC) No 297/95 is amended as follows:

Having regard to Council Regulation (EC) No 297/95 of 10 February 1995 on fees payable to the European Agency for the Evaluation of Medicinal Products ⁽¹⁾, and in particular the fifth paragraph of Article 12 thereof,

(1) Article 3 is amended as follows:

Whereas:

(a) paragraph 1 is amended as follows:

(i) point (a) is amended as follows:

— in the first subparagraph, 'EUR 274 400' is replaced by 'EUR 278 500',

— in the second subparagraph, 'EUR 27 500' is replaced by 'EUR 27 900',

— in the third subparagraph, 'EUR 6 900' is replaced by 'EUR 7 000'.

(ii) point (b) is amended as follows:

— in the first subparagraph, 'EUR 106 500' is replaced by 'EUR 108 100',

— in the second subparagraph, 'EUR 177 300' is replaced by 'EUR 180 000',

— in the third subparagraph, 'EUR 10 600' is replaced by 'EUR 10 800',

— in the fourth subparagraph, 'EUR 6 900' is replaced by 'EUR 7 000'.

(iii) point (c) is amended as follows:

— in the first subparagraph, 'EUR 82 400' is replaced by 'EUR 83 600',

— in the second subparagraph, 'EUR 20 600 to EUR 61 800' is replaced by 'EUR 20 900 to EUR 62 700',

— in the third subparagraph, 'EUR 6 900' is replaced by 'EUR 7 000'.

(b) paragraph 2 is amended as follows:

(i) the first subparagraph of point (a) is amended as follows:

— 'EUR 6 900' is replaced by 'EUR 7 000'.

(1) In accordance with Article 67(3) of Regulation (EC) No 726/2004 of the European Parliament and of the Council ⁽²⁾, the revenue of the European Medicines Agency (hereinafter 'the Agency') consists of a contribution from the Union and fees paid by undertakings to the Agency. Regulation (EC) No 297/95 lays down the categories and levels of such fees.

(2) Those fees should be updated by reference to the inflation rate of 2013. The inflation rate in the Union, as published by the Statistical Office of the European Union (Eurostat), was 1,5 % in 2013.

(3) For the sake of simplicity, the adjusted levels of the fees should be rounded to the nearest EUR 100.

(4) Regulation (EC) No 297/95 should therefore be amended accordingly.

(5) For reasons of legal certainty, this Regulation should not apply to valid applications which are pending on 1 April 2014.

(6) In accordance with Article 12 of Regulation (EC) No 297/95, the update is to be made with effect from 1 April 2014. It is therefore appropriate that this Regulation enters into force as a matter of urgency and applies from that date,

⁽¹⁾ OJ L 35, 15.2.1995, p. 1.

⁽²⁾ Regulation (EC) No 726/2004 of the European Parliament and of the Council of 31 March 2004 laying down Community procedures for the authorisation and supervision of medicinal products for human and veterinary use and establishing a European Medicines Agency (OJ L 136, 30.4.2004, p. 1).

(ii) point (b) is amended as follows:

- in the first subparagraph, 'EUR 82 400' is replaced by 'EUR 83 600',
- in the second subparagraph, 'EUR 20 600 to EUR 61 800' is replaced by 'EUR 20 900 to EUR 62 700'.

(c) in paragraph 3, 'EUR 13 600' is replaced by 'EUR 13 800'.

(d) in paragraph 4, 'EUR 20 600' is replaced by 'EUR 20 900'.

(e) in paragraph 5, 'EUR 6 900' is replaced by 'EUR 7 000'.

(f) paragraph 6 is amended as follows:

- (i) in the first subparagraph, 'EUR 98 400' is replaced by 'EUR 99 900',
- (ii) in the second subparagraph, 'EUR 24 500 to EUR 73 800' is replaced by 'EUR 24 900 to EUR 74 900'.

(2) in Article 4, 'EUR 68 400' is replaced by 'EUR 69 400'.

(3) article 5 is amended as follows:

(a) paragraph 1 is amended as follows:

(i) point (a) is amended as follows:

- in the first subparagraph, 'EUR 137 300' is replaced by 'EUR 139 400',
- in the second subparagraph, 'EUR 13 600' is replaced by 'EUR 13 800',
- in the third subparagraph, 'EUR 6 900' is replaced by 'EUR 7 000',
- the fourth subparagraph is amended as follows:
 - 'EUR 68 400' is replaced by 'EUR 69 400',
 - 'EUR 6 900' is replaced by 'EUR 7 000'.

(ii) point (b) is amended as follows:

- in the first subparagraph, 'EUR 68 400' is replaced by 'EUR 69 400',
- in the second subparagraph, 'EUR 116 000' is replaced by 'EUR 117 700',
- in the third subparagraph, 'EUR 13 600' is replaced by 'EUR 13 800',
- in the fourth subparagraph, 'EUR 6 900' is replaced by 'EUR 7 000',
- the fifth subparagraph is amended as follows:
 - 'EUR 34 300' is replaced by 'EUR 34 800',

— 'EUR 6 900' is replaced by 'EUR 7 000'.

(iii) point (c) is amended as follows:

- in the first subparagraph, 'EUR 34 300' is replaced by 'EUR 34 800',
- in the second subparagraph, 'EUR 8 600 to EUR 25 700' is replaced by 'EUR 8 700 to EUR 26 100',
- in the third subparagraph, 'EUR 6 900' is replaced by 'EUR 7 000'.

(b) paragraph 2 is amended as follows:

(i) point (a) is amended as follows:

— 'EUR 6 900' is replaced by 'EUR 7 000'.

(ii) point (b) is amended as follows:

- in the first subparagraph, 'EUR 41 100' is replaced by 'EUR 41 700',
- in the second subparagraph, 'EUR 10 300 to EUR 30 900' is replaced by 'EUR 10 500 to EUR 31 400',
- in the third subparagraph, 'EUR 6 900' is replaced by 'EUR 7 000'.

(c) in paragraph 3, 'EUR 6 900' is replaced by 'EUR 7 000'.

(d) in paragraph 4, 'EUR 20 600' is replaced by 'EUR 20 900'.

(e) in paragraph 5, 'EUR 6 900' is replaced by 'EUR 7 000'.

(f) paragraph 6 is amended as follows:

- (i) in the first subparagraph, 'EUR 32 800' is replaced by 'EUR 33 300',
- (ii) in the second subparagraph, 'EUR 8 200 to EUR 24 500' is replaced by 'EUR 8 300 to EUR 24 900'.

(4) in Article 6, 'EUR 41 100' is replaced by 'EUR 41 700'.

(5) Article 7 is amended as follows:

- (a) in the first paragraph, 'EUR 68 400' is replaced by 'EUR 69 400',
- (b) in the second paragraph, 'EUR 20 600' is replaced by 'EUR 20 900'.

(6) Article 8 is amended as follows:

(a) paragraph 1 is amended as follows:

- (i) in the second subparagraph, 'EUR 82 400' is replaced by 'EUR 83 600',

(ii) in the third subparagraph, 'EUR 41 100' is replaced by 'EUR 41 700',

(iii) in the fourth subparagraph, 'EUR 20 600 to EUR 61 800' is replaced by 'EUR 20 900 to EUR 62 700',

(iv) in the fifth subparagraph, 'EUR 10 300 to EUR 30 900' is replaced by 'EUR 10 500 to EUR 31 400'.

(b) paragraph 2 is amended as follows:

(i) in the second subparagraph, 'EUR 274 400' is replaced by 'EUR 278 500',

(ii) in the third subparagraph, 'EUR 137 300' is replaced by 'EUR 139 400',

(iii) in the fifth subparagraph, 'EUR 3 000 to EUR 236 500' is replaced by 'EUR 3 000 to EUR 240 000',

(iv) in the sixth subparagraph, 'EUR 3 000 to EUR 118 400' is replaced by 'EUR 3 000 to EUR 120 200'.

(c) in paragraph 3, 'EUR 6 900' is replaced by 'EUR 7 000'.

Article 2

This Regulation shall not apply to valid applications pending on 1 April 2014.

Article 3

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

It shall apply from 1 April 2014.

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

Done at Brussels, 17 March 2014.

For the Commission

The President

José Manuel BARROSO

COMMISSION IMPLEMENTING REGULATION (EU) No 273/2014**of 17 March 2014****establishing the standard import values for determining the entry price of certain fruit and vegetables**

THE EUROPEAN COMMISSION,

Having regard to the Treaty on the Functioning of the European Union,

Having regard to Council Regulation (EC) No 1234/2007 of 22 October 2007 establishing a common organisation of agricultural markets and on specific provisions for certain agricultural products (Single CMO Regulation) ⁽¹⁾,

Having regard to Commission Implementing Regulation (EU) No 543/2011 of 7 June 2011 laying down detailed rules for the application of Council Regulation (EC) No 1234/2007 in respect of the fruit and vegetables and processed fruit and vegetables sectors ⁽²⁾, and in particular Article 136(1) thereof,

Whereas:

- (1) Implementing Regulation (EU) No 543/2011 lays down, pursuant to the outcome of the Uruguay Round multi-lateral trade negotiations, the criteria whereby the

Commission fixes the standard values for imports from third countries, in respect of the products and periods stipulated in Annex XVI, Part A thereto.

- (2) The standard import value is calculated each working day, in accordance with Article 136(1) of Implementing Regulation (EU) No 543/2011, taking into account variable daily data. Therefore this Regulation should enter into force on the day of its publication in the *Official Journal of the European Union*,

HAS ADOPTED THIS REGULATION:

Article 1

The standard import values referred to in Article 136 of Implementing Regulation (EU) No 543/2011 are fixed in the Annex to this Regulation.

Article 2

This Regulation shall enter into force on the day 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 Brussels, 17 March 2014.

*For the Commission,
On behalf of the President,*

*Jerzy PLEWA
Director-General for Agriculture and
Rural Development*

⁽¹⁾ OJ L 299, 16.11.2007, p. 1.

⁽²⁾ OJ L 157, 15.6.2011, p. 1.

ANNEX

Standard import values for determining the entry price of certain fruit and vegetables

(EUR/100 kg)		
CN code	Third country code ⁽¹⁾	Standard import value
0702 00 00	IL	145,0
	MA	71,0
	TN	89,5
	TR	104,1
	ZZ	102,4
0707 00 05	EG	182,1
	MA	182,1
	TR	142,4
	ZZ	168,9
0709 91 00	EG	45,1
	ZZ	45,1
0709 93 10	MA	40,0
	TR	93,4
	ZZ	66,7
0805 10 20	EG	51,1
	IL	67,9
	MA	53,9
	TN	51,4
	TR	59,6
	ZA	62,5
	ZZ	57,7
0805 50 10	TR	72,1
	ZZ	72,1
0808 10 80	AR	94,0
	CL	132,6
	CN	94,7
	MK	30,8
	US	175,3
	ZZ	105,5
0808 30 90	AR	102,1
	CL	169,7
	CN	74,5
	TR	158,2
	US	211,0
	ZA	93,0
	ZZ	134,8

⁽¹⁾ Nomenclature of countries laid down by Commission Regulation (EC) No 1833/2006 (OJ L 354, 14.12.2006, p. 19). Code 'ZZ' stands for 'of other origin'.

DECISIONS

COUNCIL DECISION 2014/147/CFSP

of 17 March 2014

amending Decision 2010/788/CFSP concerning restrictive measures against the Democratic Republic of the Congo

THE COUNCIL OF THE EUROPEAN UNION,

(2) Article 3 is replaced by the following:

Having regard to the Treaty on European Union, and in particular Article 29 thereof,

Whereas:

- (1) On 20 December 2010, the Council adopted Decision 2010/788/CFSP ⁽¹⁾.
- (2) On 30 January 2014, the United Nations Security Council (UNSC) adopted Resolution 2136 (2014) concerning the Democratic Republic of the Congo (DRC). That Resolution provides for an additional derogation to the measure on arms and related materiel and amends the criteria for designation with regard to restrictions on travel and the freezing of funds, as imposed by UNSC Resolution 1807 (2008) of 31 March 2008.
- (3) Further Union action is needed in order to implement certain measures.
- (4) Decision 2010/788/CFSP should therefore be amended accordingly,

HAS ADOPTED THIS DECISION:

Article 1

Decision 2010/788/CFSP is amended as follows:

- (1) In Article 2(1), the following point is inserted:

"(d) the supply, sale or transfer of arms and any related materiel, or the provision of related financial or technical assistance or training, intended solely for the support of or use by the African Union-Regional Task Force."

"Article 3

Restrictive measures as provided for in Articles 4(1) and 5(1) and (2) shall be imposed against the following persons and, as appropriate, entities, designated by the Sanctions Committee:

- individuals or entities acting in violation of the arms embargo and related measures as referred to in Article 1;
- political and military leaders of foreign armed groups operating in the DRC who impede the disarmament and the voluntary repatriation or resettlement of combatants belonging to those groups;
- political and military leaders of Congolese militias, including those receiving support from outside the DRC, who impede the participation of their combatants in disarmament, demobilisation and reintegration processes;
- individuals or entities operating in the DRC and recruiting or using children in armed conflict in violation of applicable international law;
- individuals or entities operating in the DRC and involved in planning, directing, or participating in the targeting of children or women in situations of armed conflict, including killing and maiming, rape and other sexual violence, abduction, forced displacement, and attacks on schools and hospitals;
- individuals or entities obstructing the access to or the distribution of humanitarian assistance in the DRC;
- individuals or entities supporting armed groups in the DRC through illicit trade of natural resources, including gold or wildlife as well as wildlife products;

⁽¹⁾ Council Decision 2010/788/CFSP of 20 December 2010 concerning restrictive measures against the Democratic Republic of the Congo and repealing Common Position 2008/369/CFSP (OJ L 336, 21.12.2010, p. 30).

- individuals or entities acting on behalf of or at the direction of a designated individual or entity, or acting on behalf of or at the direction of an entity owned or controlled by a designated individual or entity;
- individuals or entities who plan, direct, sponsor or participate in attacks against peacekeepers of the United Nations Organisation Stabilisation Mission in the DRC (MONUSCO);
- individuals or entities providing financial, material, or technological support for, or goods or services to, or in support of a designated individual or entity.

The relevant persons and entities are listed in the Annex."

Article 2

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

Done at Brussels, 17 March 2014.

For the Council
The President
C. ASHTON

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