



Council of the
European Union

Brussels, 25 January 2022
(OR. en)

**Interinstitutional File:
2022/0013(NLE)**

**5429/22
ADD 1**

PECHE 10

PROPOSAL

From:	Secretary-General of the European Commission, signed by Ms Martine DEPREZ, Director
date of receipt:	25 January 2022
To:	Mr Jeppe TRANHOLM-MIKKELSEN, Secretary-General of the Council of the European Union

No. Cion doc.:	COM(2022) 22 final - ANNEX
Subject:	ANNEX to the Proposal for a COUCIL DECISION on the signing, on behalf of the European Union, of the Agreement in the form of an Exchange of Letters between the European Union and the Republic of Mauritius on an extension of the 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

Delegations will find attached document COM(2022) 22 final - ANNEX.

Encl.: COM(2022) 22 final - ANNEX



Brussels, 25.1.2022
COM(2022) 22 final

ANNEX

ANNEX

to the Proposal for a

COUCIL DECISION

on the signing, on behalf of the European Union, of the Agreement in the form of an Exchange of Letters between the European Union and the Republic of Mauritius on an extension of the 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

ANNEX

Agreement in the form of an Exchange of Letters between the European Union and the Republic of Mauritius on an extension of the Protocol setting out the fishing opportunities and the financial contribution provided for in the Fisheries Partnership Agreement between the European Union and the Republic of Mauritius, expiring on 7 December 2021

Letter from the European Union

Dear Sirs,

I am pleased to confirm that the European Union and the Republic of Mauritius agree to the following interim arrangements, extending the current Protocol in application (8 December 2017 - 7 December 2021), hereinafter 'the Protocol', setting out the fishing opportunities and financial contribution provided for in the Fisheries Partnership Agreement between the European Union and the Republic of Mauritius, pending completion of the negotiations on the renewal of the Protocol.

The European Union and the Republic of Mauritius have therefore agreed the following:

- (1) As from 1 January 2022, or any other subsequent date upon the signing of the present Exchange of Letters, the arrangements in force during the final year of the Protocol shall be renewed under the same conditions until a new Protocol is agreed to and becomes applicable, but for a maximum period of six months.
- (2) The EU's financial contribution for vessels to have access to Mauritius waters under this extension Agreement shall correspond to half of the annual amount provided for under Article 4 (2) (a) of the Protocol, thus amounting to EUR 110 000, equivalent to a reference tonnage of 2000 tonnes. That payment shall be made in one single instalment no later than three months from the date this Exchange of Letters is provisionally applied. Article 4 (5) and (6) of the Protocol shall apply *mutatis mutandis*.
- (3) Under this extension Agreement, the support to Mauritius's sectoral fisheries policy shall amount to EUR 110 000 and support for the development of maritime policy and ocean economy shall amount to EUR 67 500. The Joint Committee provided for under Article 9 of the Fisheries Partnership Agreement shall approve the programming for this amount according to the provisions set out in Article 5(1) of the Protocol no later than three months from the date of application of this Exchange of Letters. The financial contribution for the sectoral support shall be paid in one single instalment on the basis of the agreed programming.
- (4) In the event that the negotiations to renew the Protocol result in a new Protocol being signed and subsequently being (provisionally) applied prior to the expiry of the six-months period provided for under point (1) above, payment of the financial contribution referred to in points (2) and (3) above shall be reduced *pro rata temporis*. The amount corresponding to the reduction applicable, which has already been paid, shall be deducted from the first financial contribution due under the new Protocol.
- (5) During the application period of this extension Agreement, fishing authorisations shall be issued in line with Chapter II of the Annex to the Protocol. The advance payment fee for purse seine vessels and long-line vessels shall correspond to half of the fees set in point (3), sub-point 3, (a) to (c) of Chapter II of the Annex for the last

year of application of the Protocol, and correspond to half of the respective quantities of tuna and tuna-like species referred to in point (3), sub-point 3, (a) to (c). The licence fee applicable to supply vessels shall correspond to half of the fee provided for in point (4) of Chapter II of the Annex, and shall consequently amount to EUR 2 000.

- (6) The fishing authorisations issued under this extension Agreement shall be valid until the end of this extension's duration.
- (7) As regards catch reporting laid down in Chapter III of the Annex to the Protocol, the Union shall provide Mauritius, before the end of each trimester, with catch data for each authorised Union vessel; Mauritius shall provide, on a trimestral basis, catch data of authorised Union vessels obtained through logbooks.
- (8) For each purse seiner and surface long liner, the Union shall send a final statement of the fees owed by the vessel in respect of its fishing activities during the extension period to Mauritius and to the respective ship-owner by no later than 3 months after the end of the extension period. Where the amount in the final statement is greater than the advance payment fee referred to in point (5), the ship-owner shall pay the outstanding balance, no later than three months after the receipt of the final statement. Any amount paid for the advance payment fee exceeding the final statement shall not be reimbursed. As regards the drawing up, the procedure to be followed by Mauritius upon the receipt and the contestation of the final statement, point (5) of Chapter III shall apply *mutandis mutatis*.
- (9) As regards the seamen embarkation as provided for in Chapter VII of the Annex to the Protocol, during their activities in Mauritius waters, six Mauritian qualified seamen shall embark the Union fleet.
- (10) This Exchange of Letters will apply provisionally as from 1 January 2022, or any other subsequent date upon it being signed, pending its entry into force. It will enter into force on the date on which the Parties notify each other that they have completed the necessary procedures for that purpose.

I should be obliged if you would acknowledge receipt of this letter and confirm that the Republic of Mauritius is in agreement with its terms.

Yours faithfully,

For the European Union

Letter from the Republic of Mauritius

Dear Sirs,

I have the honour to acknowledge receipt of your letter of today's date, which reads as follows:

“Dear Sirs,

I am pleased to confirm that the European Union and the Republic of Mauritius agree to the following interim arrangements, extending the current Protocol in application (8 December 2017 - 7 December 2021), hereinafter ‘the Protocol’, setting out the fishing opportunities and financial contribution provided for in the Fisheries Partnership Agreement

between the European Union and the Republic of Mauritius, pending completion of the negotiations on the renewal of the Protocol.

The European Union and the Republic of Mauritius have therefore agreed the following:

- (1) As from 1 January 2022, or any other subsequent date upon the signing of the present Exchange of Letters, the arrangements in force during the final year of the Protocol shall be renewed under the same conditions until a new Protocol is agreed to and becomes applicable, but for a maximum period of six months.
- (2) The EU's financial contribution for vessels to have access to Mauritius waters under this extension Agreement shall correspond to half of the annual amount provided for under Article 4 (2) (a) of the Protocol, thus amounting to EUR 110 000, equivalent to a reference tonnage of 2000 tonnes. That payment shall be made in one single instalment no later than three months from the date this Exchange of Letters is provisionally applied. Article 4 (5) and (6) of the Protocol shall apply *mutatis mutandis*.
- (3) Under this extension Agreement, the support to Mauritius's sectoral fisheries policy shall amount to EUR 110 000 and support for the development of maritime policy and ocean economy shall amount to EUR 67 500. The Joint Committee provided for under Article 9 of the Fisheries Partnership Agreement shall approve the programming for this amount according to the provisions set out in Article 5(1) of the Protocol no later than three months from the date of application of this Exchange of Letters. The financial contribution for the sectoral support shall be paid in one single instalment on the basis of the agreed programming.
- (4) In the event that the negotiations to renew the Protocol result in a new Protocol being signed and subsequently being (provisionally) applied prior to the expiry of the six-months period provided for under point (1) above, payment of the financial contribution referred to in points (2) and (3) above shall be reduced *pro rata temporis*. The amount corresponding to the reduction applicable, which has already been paid, shall be deducted from the first financial contribution due under the new Protocol.
- (5) During the application period of this extension Agreement, fishing authorisations shall be issued in line with Chapter II of the Annex to the Protocol. The advance payment fee for purse seine vessels and long-line vessels shall correspond to half of the fees set in point (3), sub-point 3, (a) to (c) of Chapter II of the Annex for the last year of application of the Protocol, and correspond to half of the respective quantities of tuna and tuna-like species referred to in point (3), sub-point 3, (a) to (c). The licence fee applicable to supply vessels shall correspond to half of the fee provided for in point (4) of Chapter II of the Annex, and shall consequently amount to EUR 2 000.
- (6) The fishing authorisations issued under this extension Agreement shall be valid until the end of this extension's duration.
- (7) As regards catch reporting laid down in Chapter III of the Annex to the Protocol, the Union shall provide Mauritius, before the end of each trimester, with catch data for each authorised Union vessel; Mauritius shall provide, on a trimestral basis, catch data of authorised Union vessels obtained through logbooks.
- (8) For each purse seiner and surface long liner, the Union shall send a final statement of the fees owed by the vessel in respect of its fishing activities during the extension period to Mauritius and to the respective ship-owner by no later than 3 months after

the end of the extension period. Where the amount in the final statement is greater than the advance payment fee referred to in point (5), the ship-owner shall pay the outstanding balance, no later than three months after the receipt of the final statement. Any amount paid for the advance payment fee exceeding the final statement shall not be reimbursed. As regards the drawing up, the procedure to be followed by Mauritius upon the receipt and the contestation of the final statement, point (5) of Chapter III shall apply *mutandis mutatis*.

- (9) As regards the seamen embarkation as provided for in Chapter VII of the Annex to the Protocol, during their activities in Mauritius waters, six Mauritian qualified seamen shall embark the Union fleet.
- (10) This Exchange of Letters will apply provisionally as from 1 January 2022, or any other subsequent date upon it being signed, pending its entry into force. It will enter into force on the date on which the Parties notify each other that they have completed the necessary procedures for that purpose.

I should be obliged if you would acknowledge receipt of this letter and confirm that the Republic of Mauritius is in agreement with its terms.

Yours faithfully,”

I can confirm that the content of your letter is acceptable to the Republic of Mauritius.

Your letter and this letter constitute an Agreement in accordance with your proposal.

Yours faithfully,

For the Republic of Mauritius.