



Council of the
European Union

Brussels, 8 February 2022
(OR. en)

5658/22

Interinstitutional File:
2022/0013 (NLE)

PECHE 23

LEGISLATIVE ACTS AND OTHER INSTRUMENTS

Subject: Agreement in the form of an Exchange of Letters between the European Union and the Republic of Mauritius concerning the 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

AGREEMENT
IN THE FORM OF AN EXCHANGE OF LETTERS
BETWEEN THE EUROPEAN UNION
AND THE REPUBLIC OF MAURITIUS
CONCERNING THE 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

A. Letter from the European Union

Sir, Madam,

I am pleased to confirm that the European Union and the Republic of Mauritius agree to the following interim arrangements, extending the Protocol setting out the fishing opportunities and financial contribution provided for by the Fisheries Partnership Agreement between the European Union and the Republic of Mauritius ("the Protocol"), which applied from 8 December 2017 until 7 December 2021, pending the 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 this 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 financial contribution of the European Union for vessels to have access to Mauritius waters under this Exchange of Letters shall correspond to half of the annual amount provided for under Article 4(2), point (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 after the date on which this Exchange of Letters is provisionally applied. Article 4(5) and (6) of the Protocol shall apply *mutatis mutandis*.

- (3) Under this Exchange of Letters, the support for 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 in accordance with Article 5(1) of the Protocol no later than three months after 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-month period provided for under point (1) above, the financial contribution referred to in points (2) and (3) above shall be reduced *pro rata temporis*. Where an amount corresponding to the reduction applicable has already been paid, that amount shall be deducted from the first financial contribution due under the new Protocol.
- (5) During the application period of this Exchange of Letters, fishing authorisations shall be issued in accordance with Chapter II of the Annex to the Protocol. The advance payment fee for purse-seine vessels and longline vessels shall correspond to half of the fees set in, and to half of the respective quantities of tuna and tuna-like species referred to in, Chapter II, point 3, subpoint 3(a) to (c), of the Annex to the Protocol for the last year of application of the Protocol. The licence fee applicable to supply vessels shall correspond to half of the fee provided for in Chapter II, point (4), of the Annex to the Protocol, and shall consequently amount to EUR 2 000.

- (6) The fishing authorisations issued under this Exchange of Letters shall be valid until the end of the extension period.
- (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 longliner, 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 shipowner no later than three 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 shipowner 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, Chapter III, point (5), shall apply *mutandis mutatis*.
- (9) As regards the embarkation of seamen, as provided for in Chapter VIII 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 shall 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 procedures necessary 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.

Please accept, Sir, Madam, the assurance of my highest consideration.

For the European Union

B. Letter from the Republic of Mauritius

Sir, Madam,

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

"I am pleased to confirm that the European Union and the Republic of Mauritius agree to the following interim arrangements, extending the Protocol setting out the fishing opportunities and financial contribution provided for by the Fisheries Partnership Agreement between the European Union and the Republic of Mauritius ('the Protocol'), which applied from 8 December 2017 until 7 December 2021, pending the 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 this 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 financial contribution of the European Union for vessels to have access to Mauritius waters under this Exchange of Letters shall correspond to half of the annual amount provided for under Article 4(2), point (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 after the date on which this Exchange of Letters is provisionally applied. Article 4(5) and (6) of the Protocol shall apply *mutatis mutandis*.

- (3) Under this Exchange of Letters, the support for 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 in accordance with Article 5(1) of the Protocol no later than three months after 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-month period provided for under point (1) above, the financial contribution referred to in points (2) and (3) above shall be reduced *pro rata temporis*. Where an amount corresponding to the reduction applicable has already been paid, that amount shall be deducted from the first financial contribution due under the new Protocol.
- (5) During the application period of this Exchange of Letters, fishing authorisations shall be issued in accordance with Chapter II of the Annex to the Protocol. The advance payment fee for purse-seine vessels and longline vessels shall correspond to half of the fees set in, and to half of the respective quantities of tuna and tuna-like species referred to in, Chapter II, point 3, subpoint 3(a) to (c), of the Annex to the Protocol for the last year of application of the Protocol. The licence fee applicable to supply vessels shall correspond to half of the fee provided for in Chapter II, point (4), of the Annex to the Protocol, and shall consequently amount to EUR 2 000.

- (6) The fishing authorisations issued under this Exchange of Letters shall be valid until the end of the extension period.
- (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 longliner, 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 shipowner no later than three 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 shipowner 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, Chapter III, point (5), shall apply *mutandis mutatis*.
- (9) As regards the embarkation of seamen, as provided for in Chapter VIII 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 shall 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 procedures necessary 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."

I have the honour to confirm that the above is acceptable to the Republic of Mauritius and that your letter and this letter constitute an agreement in accordance with your proposal.

Please accept, Sir, Madam, the assurance of my highest consideration.

For the Republic of Mauritius.