

24 May 2022

IOTC CIRCULAR 2022-34

Dear Madam / Sir

VESSELS CHARTERING IN THE IOTC AREA OF COMPETENCE

Pursuant to paragraph 4 of IOTC Resolution 19/07, I have received information about vessel chartering in the IOTC area of competence. The documents submitted by Mozambique, as the chartering Contracting Party, are, pursuant to paragraph 5 of IOTC Resolution 19/07, attached below.

Yours sincerely



Christopher O'Brien
Executive Secretary

Attachments :

- Documents submitted by Mozambique.

Distribution

IOTC Contracting Parties: Australia, Bangladesh, China, Comoros, Eritrea, European Union, France (Territories), India, Indonesia, Iran (Islamic Rep of), Japan, Kenya, Rep. of Korea, Madagascar, Malaysia, Maldives, Mauritius, Mozambique, Oman, Pakistan, Philippines, Seychelles, Somalia, South Africa, Sri Lanka, Sudan, United Rep. of Tanzania, Thailand, United Kingdom, Yemen. **Cooperating Non-Contracting Parties:** Liberia. **Intergovernmental Organisations, Non-Governmental Organisations. Chairperson IOTC. Copy to:** FAO Headquarters, FAO Representatives to CPCs.

This message has been transmitted by email only

19 May 2022

Resolution 19/07 On Vessel Chartering in the IOTC Area of Competence

Reporting CPC: MOZAMBIQUE

Date of first submission: 18/05/2022; Second on 19/05/2022

Number of vessels: 3

Resolution 19/07 On Vessel Chartering in the IOTC Area of Competence

Part IV: Charter notification scheme

4. Within 15 days, or, in any case, prior to 72 hours before commencement of fishing activities under a Charter agreement:

4.1 The chartering CP shall notify the IOTC Executive Secretary of any vessel to be identified as chartered in accordance with this Resolution by submitting electronically where possible the following information with respect to each chartered vessel:

- a) the name (in both native and Latin alphabets) and registration of the chartered vessel, and International Maritime Organization (IMO) ship identification number (if eligible);*
- b) the name and contact address of the beneficial owner(s) of the vessel;*
- c) the description of the vessel, including the length overall, type of vessel and the type of fishing method(s) to be used under the charter;*
- d) a copy of the chartering agreement and any fishing authorization or license it has issued to the vessel, including in particular the quota allocation(s) or fishing possibility assigned to the vessel; and the duration of the chartering arrangement;*
- e) its consent to the chartering agreement; and*
- f) the measures adopted to implement these provisions;*

5. Upon receipt of the information required in paragraph 4, the IOTC Executive Secretary shall circulate all the information within 5 business days to all Contracting Parties or Cooperating Non-Contracting Parties, via an IOTC Circular.

Check list – information provided under paragraph 4.1 by the Chartering CP

Information to be submitted	Complete	Incomplete	Comments
a) the name (in both native and Latin alphabets)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	In excel file " <i>Information on charter agreements 2022</i> "
the registration of the chartered vessel;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	In excel file " <i>Information on charter agreements 2022</i> "
International Maritime Organization (IMO) ship identification number (if eligible);	<input checked="" type="checkbox"/>	<input type="checkbox"/>	In excel file " <i>Information on charter agreements 2022</i> "
b) the name of the beneficial owner(s) of the vessel;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	In excel file " <i>Information on charter agreements 2022</i> "
the contact address of the beneficial owner(s) of the vessel;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	In excel file " <i>Information on charter agreements 2022</i> "
c) the description of the vessel to be used under the charter including:			In excel file " <i>Information on charter agreements 2022</i> "
the length overall,	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
the type of vessel;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Longline
the type of fishing method(s);	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Longline
d) a copy of the chartering agreement;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Provided for the 3 vessels
any fishing authorization or license it has issued to the vessel;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Authorization or license provided
including in particular:			
the quota allocation(s) or fishing possibility assigned to the vessel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Quota mentioned in letter of consent (No Quota for tuna license)
the duration of the chartering arrangement;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Valid until 2022 mentioned in letter of consent
e) its consent to the chartering agreement;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Letter of consent Ref 362/164/ADNAP/SMP/2022, dated 17 May 2022
f) the measures adopted to implement these provisions;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	T&C for tuna licensing, mentioned in letter of consent provided



Ministério do Mar, Águas Interiores e Pescas



Administração Nacional da Pesca – ADNAP, IP

To: Roy Clarisse
Principal Secretary for Fisheries
Ministry of Fisheries and Blue Economy
2nd Floor, Maison Collet
P.O. Box 408
Victoria, Mahé, Seychelles

In copy: Indian Ocean Tuna Commission
Att: IOTC Secretariat

Note Ref. 362/164/ADNAP/SMP/2022

Date, 17th May, 2022

Subject: Letter of Consent to the chartering agreements - Mozambique

Dear Sirs,

In accordance with the Indian Ocean Tuna Commission's Resolution 19/07, the National Fisheries Administration of the Republic of Mozambique hereby gives its consent to the chartering agreement in 2022 for the use of 3 vessels as per the table below.

Nr.	Vessel name	Freighter	Charterer
01	FARQUHAR NO1	CALM SEAS., LDT (Company 197864)	SEBENZA MARINE LDA
02	FARQUHAR NO2	C/O A.C.T OFFSHORE LIMITED	
03	FULL ALWAYS 168	YUNA FISHERIES LIMITED C/O A.C.T OFFSHORE LIMITED	

Note that there is no quota system for the tuna licensed vessel in Mozambique. In addition and in accordance with the aforesaid IOTC Resolution, with regard to requirement stated in paragraph 4.1 (f), on measures in place for the aforementioned vessels, Mozambique would like to reiterate its commitment to implementation of IOTC resolutions. Currently these measures are undertaken through Terms and Conditions for Tuna Licensing and conducting Pre fishing Briefing prior to commencement of fishing activity of the vessels and subject to the following conditions:

1. The agreement shall be valid up to 31 December 2022;
2. The vessel must comply with relevant conservation and management measures established by the IOTC.

Yours sincerely

The Deputy General Director

Banamu Hassan Banamu



INFORMATION ON CHARTER AGREEMENTS 2021

IOTC Number	17207	16762	8616
Vessel name	FARQUHAR NO1	FARQUHAR NO2	FULL ALWAYS 168
Registration number	50308	50295	50185
IMO number	8717001	8648315	8821319
Flag at time of licencing	Seychelles	Seychelles	Seychelles
International radio call sign	S7RO	S7WN	S7WA
Vessel type	Longliners	Longliners	Longliners
Length (LOA)	47.20 m	56.30 m	54.74 m
Gross tonnage (GT)	577	722	577
Name of Beneficial owner	Calm Seas Limited (Company 197864)	Calm Seas Limited (Company 197864)	Yutuna Fisheries Limited (Company 036370)
Address Beneficial owner	C/O A.C.T. Offshore Limited, 1st Floor, Oliaji Trade Centre, Francis Rachel Street. P.O. Box 1377, Victoria, Mahe, Republic of Seychelles	C/O A.C.T. Offshore Limited, 1st Floor, Oliaji Trade Centre, Francis Rachel Street. P.O. Box 1377, Victoria, Mahe, Republic of Seychelles	C/O A.C.T. Offshore Limited, 1st Floor, Oliaji Trade Centre, Francis Rachel Street. P.O. Box 1377, Victoria, Mahe, Republic of Seychelles
Name of operator	Cal Seas Limited (Company 197864)	Cal Seas Limited (Company 197864)	Yutuna Fisheries Limited (Company 036370)
Address of operator	C/O A.C.T. Offshore Limited, 1st Floor, Oliaji Trade Centre, Francis Rachel Street. P.O. Box 1377, Victoria, Mahe, Republic of Seychelles	C/O A.C.T. Offshore Limited, 1st Floor, Oliaji Trade Centre, Francis Rachel Street. P.O. Box 1377, Victoria, Mahe, Republic of Seychelles	C/O A.C.T. Offshore Limited, 1st Floor, Oliaji Trade Centre, Francis Rachel Street. P.O. Box 1377, Victoria, Mahe, Republic of Seychelles
Name of charterer	Sebenza Marine Lda.	Sebenza Marine Lda.	Sebenza Marine Lda.
Address of charterer	Praca 25 de Junho, Porto de Pesca de Maputo, Maputo Cidade, Mozambique	Praca 25 de Junho, Porto de Pesca de Maputo, Maputo Cidade, Mozambique	Praca 25 de Junho, Porto de Pesca de Maputo, Maputo Cidade, Mozambique
Main target species	AG18-AGGR-Tropical tunas, swordfish, Albacore	AG18-AGGR-Tropical tunas, swordfish, Albacore	AG18-AGGR-Tropical tunas, swordfish, Albacore
Period of licence From	23/02/2022	21/04/2022	21/04/2022
Period of licence To	31/12/2022	31/12/2022	31/12/2022



CHARTERING CONTRACT OF FISHING VESSEL

Between **CALM SEAS., LDT (Company 197864) C / O A.C.T OFFSHORE LIMITED**, with head office at 1st Floor Aliaji Trade Centre Francis Rachel Street, P.O. Box No. 1377, Victoria Mahe - Republic of Seychelles, duly represented by its General Director, hereinafter referred by **FREIGHTER**, and **SEBENZA MARINE LDA**, Mozambican Company engaged in the Fishing activity in Mozambique registered in the legal entities under the number 101089908, with its Head Office at Praça 25 de Junho - Maputo Fishing Port, City of Maputo, with the Unique Tax Identification Number (NUI) 400974365, duly represented by Avelino António Nhantumbo, as General Director, hereinafter referred by **CHARTERER**, the present contract is celebrated and shall be governed by the following clauses:

Clause One

(Object)

1. The vessel identified herein hereinafter referred by **VESSEL**, owned by the **FREIGHTER**, destined for fishing, hereby become an integral part of this contract for all legal purposes:

Name of Ship	FARQUHAR Nº 2
Registration Number	7 - 2018
Gross Tonnage	577.0 T
Net Tonnage	231.0 T
Vessel Code	N/A
Type of hull	Aço
Length	47 m
Width	3 m
Height	8 m
Breath of Ship	N/A
Propulsion	1000 PS
Registration Port	VICTORIA
Year of Manufacture	1987
Call sign	S7RO
IMO	8717001

2. The above-mentioned **VESSEL** shall carry on board spare material and equipment and the fishing gear required under this contract, in accordance with the fisheries legislation in force in the Republic of Mozambique.
3. **VESSEL** shall start fishing activities in Mozambique no later than 1 February 2022.

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Clause Two
(Conditions of Chartering)

1. The FREIGHTER grants and the CHARTERER receives under charter the VESSEL identified in Clause One, for the capture of the fishing quota granted by the competent Mozambican authorities to the CHARTERER.
 - ❖ Target species: Tuna and related species, (tuna and tuna like species) and the Fishing activity shall be carried out in the following area:
 - ❖ Fishing Zone: Mozambique Economic Exclusive Zone beyond 12 nautical miles.
2. VESSEL will be handed over in operational technical conditions and must carry on board all the documents and certificates necessary for the normal functioning of the VESSEL, valid for a minimum of one (1) year.
3. The Borrower shall be responsible for formalizing and obtaining the fishing rights and licenses required for the VESSEL' fishing activities in Mozambique.
4. Under the IOTC Resolutions, Seychelles as a Contracting Part shall effectively exercise its duty to control their fishing vessel to ensure compliance with Conservation and Management measures established by IOTC, in accordance with their rights, obligations and jurisdiction under international law. The chartered vessel shall report VMS and catch data to both the CPs (chartering and flag) and to the IOTC Secretariat.
5. When operating under this charter agreement, the chartered vessel shall not, to the extent possible, be authorized to use the quota (if any) or entitlement of the flag Contracting Parties or Cooperating Non-Contracting Parties. In no case, shall the vessel be authorized to fish under more than one chartering agreement at the same time.
6. The vessel shall exclusively carry out the fishing activity for which were licensed in accordance with the fishing license and terms and conditions. The offence and contraventions committed are the responsibility of the Capitan.
7. When the vessel leaves the Mozambique EEZ and operate in high seas, the vessel Capitan shall notify the Seychelles Fishing Authority 24 hours prior to leave the Mozambique EEZ. As flag state, Sychelles (SFA) shall take control of monitoring the vessel in the high seas, and the vessel shall report vessel position, fish catch and any relevant reports as requests to SFA.

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Clause Three
(Operation of the Vessel)

1. The VESSEL' home port is abroad.
2. During the period of operation VESSEL may:
 - A. To enter Mozambique ports for unloading or victualing or other duly justified reasons;
 - B. To transfer, in port, production on board to other vessel also authorized to take part in the operation and vice-versa, when duly authorized by the competent Mozambican authorities.
3. The above-mentioned operations may only take place when so ordered, in writing, by the Borrower to the captain of VESSEL.
4. The VESSEL captains shall, in addition to their general obligations, are obliged to:
 - a) Comply with the indications on fishing operations given to them by the CHARTERER in agreement with the FREIGHTER;
 - b) Provide the CHARTERER daily, by radio or other means, with the VESSEL's position and daily catches
 - c) Comply with the laws and regulations governing fishing activities in force in the Republic of Mozambique. Without prejudice to the charterer's joint and several liability, the Vessel captains shall be held responsible for any infringements of the fishing legislation they may commit and for full compliance with any sanctions that may be imposed
 - d) To provide to the CHARTERER, whenever requested by the latter, all useful information for the management of the VESSEL' activities
 - e) To respect the use of the VESSEL for the purposes of the present contract. The use of the VESSEL for purposes other than the object of this contract may only be carried out with the prior written agreement of the parties to this contract;
 - f) Provide the FREIGHTER with an inventory of the materials, equipment and utensils placed on board by the CHARTERER and that are property of the CHARTERER ;
 - g) To admit on board the VESSEL investigators, observers, fish inspectors, inspection agents and scientists, whenever requested by the competent Mozambican authorities.

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Clause Four
(Maintenance and Repair of the VESSEL)

The regular technical maintenance and repairs of the VESSEL shall be at the FREIGHTER's risk.

Clause Five
(Ship's crew)

1. The VESSEL' crews shall be composed of foreign and Mozambican crew members;
2. Both parties will be responsible for the selection and selection of foreign crew members by mutual agreement.
3. It is the responsibility of the foreign crew to collaborate in the technical preparation of the Mozambican crew, to ensure the technical and productive conditions of the vessel' operation, the Mozambicans on board enjoying the same status as the foreign crew.

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4. The Captains of the VESSEL shall be responsible for establishing the regime and order of work on board in accordance with the regulations in force in the Republic of Mozambique.

Clause Six

(Production and commercialization)

1. The sale of the VESSEL' product in the export market is the exclusive responsibility of the CHARTERER, who shall endeavor to ensure that the best prices are obtained under the terms of this letter agreement.
2. All products to be packed and introduced to the market in the boxes of "SEBENZA MARINE, LDA";
3. The exports will be executed with valid prices authorized by the Ministry of Industry Commerce of the Republic of Mozambique.
4. The quantity and quality of the production delivered to CALM SEAS., LDT (Company 197864) C / O A.C.T OFFSHORE LIMITED shall be formalized by the accounting receipts as well as by the presentation of a copy and agreement between the parties, the notes shall be signed by the Captain and the Logistics Manager of SEBENZA MARINE, LDA.
5. Subsequently and up to 24 (twenty-four) hours after signing the delivery and reception record the Logistics Manager of SEBENZA MARINE, LDA. and the Master of the VESSEL (who delivered the lot) will initial and send a fax addressed to CALM SEAS., LDT (Company 197864) C / O A.C.T OFFSHORE LIMITED containing the following information
 - ❖ Name of vessel
 - ❖ Delivery date of product
 - ❖ Net quantity received
 - ❖ Lot composition
 - ❖ Type of lot

Clause Seven

(Liability of the parties)

1. It is the responsibility of the FREIGHTER to pay all expenses related to the operation of the VESSEL, namely:
 - (a) Repairs to the VESSEL and maintenance in Mozambican and foreign territory;
 - a) Supplies of fuel, lubricants, water, spare parts for all equipment, nets and fishing materials;
 - b) The wages of foreign crews;
 - c) Working utensils, uniforms and food for the Mozambican crew;
 - d) Packing for the storage of catches;
 - e) VESSEL insurance;
 - f) During fishing operations, the FREIGHTER shall not permit VESSEL to remain for any unnecessary period in the Mozambican port.
2. It is the responsibility of the CHARTERER to pay the costs of:
3. Obtaining the fishing licenses for the payment of:

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4. Customs duties, bank charges and others relating to the export of the production.
 - a) Wages, insurance and other social charges of the Mozambican crew;
 - b) Port charges at Mozambican ports for unloading, parking and pilotage;
 - c) Other, unspecified, costs arising from the requirements of the authorities of the Republic of Mozambique and included in this contract.

5. In any case and for all purposes of this contract, the FREIGHTER is the only owner of the VESSEL.

**Clause Eight
(Charter Charges)**

1. The chartering payment for the VESSEL shall be made in US dollars or Euros for all exported products or in National currency for the product sold in the Mozambican market. The cost of chartering the VESSEL shall be fixed at a percentage of the value of the production sold on the Mozambican market or on the international market, according to the following proportion of the product:
 - ❖ **Target Resource:** Tuna, will be 30% (thirty percent) of the value of the product sold in favor of the CHARTERER;
 - ❖ **Bycatches:** Related species of the value of the product sold in favor of the CHARTERER.
2. Payment of charter costs shall be made according to the procedures inherent to the operation, in accordance with the foreign exchange law in force in Mozambique, namely
 - ❖ Presentation of the commercial invoice or debit note;
 - ❖ Vessel chartering contract or other equivalent document;
 - ❖ Proof of compliance with tax obligations relating to the transaction.

**Clause Nine
(Payment method)**

1. SEBENZA MARINE, LDA shall open a Letter of Credit in favor of CALM SEAS, LDT (Company 197864) C / O A.C.T OFFSHORE LIMITED payable on demand at the branches of a Mozambican Bank, with the indication of quantity, quality and total values, and after authorization, the charter contract shall be submitted to the Bank of Mozambique. 30% of the amount exported shall be paid to CHARTERER through this letter of credit, and the remaining 70% shall be paid to CALM SEAS., LDT (Company 197864) C/O A.C.T OFFSHORE LIMITED
2. The remaining terms of the documentary credit shall be as follows:
 - a) Maximum period of validity 90 (ninety) days;
 - b) Documents to be presented for negotiation, 21 (twenty one) days from the date of export.Payable on presentation of the following documents:
 - ❖ Original invoice and three copies evidencing the value of the consignment.
 - ❖ Bill of Lading; B / L complete 3 originals
 - ❖ Sanitary Certificate
 - ❖ Certificate of Origin; Original.

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3. The conditions of the letter of credit shall be as set out in the "Uniform Customs and Regulations", publication No. 500, 1993, of the International Chamber of Commerce.

Clause Ten
(Duration of the Agreement)

1. This contract shall enter into force upon approval by the competent Mozambican authorities and shall be valid until 31st December 2022 and may be renewed for one (1) year unless prior notice of a cancellation is received by both parties within 60 days prior to the expiry date, or it is established that no approval by the competent Mozambican authorities has been given.

Clause Eleven
(Contract duration)

1. This contract shall commence on 1st January 2022 or such other date as the parties may agree and shall continue until 31st December 2022.
2. Notwithstanding the provisions of Clause 10.1 the FREIGHTER shall be entitled to terminate the contract with immediate effect by delivering a written notice therefore in respect of the fishing conditions of the VESSEL cost charter accrued to the FREIGHTER intended in Clause 8.1, being less than the operating costs of the VESSEL.

Clause Twelve
(Termination of the contract)

1. The present contract may be immediately terminated for the following justified causes:
 - a) When any of the parties, fails to prove full or partial compliance with any of the clauses and conditions established in this contract and fails to justify the default in writing within fourteen (14) days after receiving notice from the other party.
 - b) In cases of force majeure;
 - c) In cases where the VESSEL are paralyzed for a period superior to 90 (ninety) days due to technical problems;
 - d) In cases where the VESSEL remain paralyzed for a period superior to 30 (thirty) days due to technical problems, it is the responsibility of the FREIGHTER;
 - e) For failure to comply with the deadline for commencing the activities of the VESSEL indicated in paragraph two of Clause Two of the present contract.

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Clause Thirteen
(Applicable Law)

1. The present contract shall be governed by the Law of the Republic of Mozambique.

Clause Fourteen
(Conflicts)



1. Any conflicts arising from the interpretation or execution of the present contract shall first be settled amicably.
2. Once the amicable and arbitral channels are exhausted, the Judicial Court of Maputo City shall be competent for the resolution of conflicts, with the explicit understanding that no other entity can resolve the conflict.

Clause Fifteen

(Amendment of the Contract)

1. All amendments to the present contract shall be made in writing in Addenda which shall constitute an integral part of the contract.
2. Neither party hereto may transfer its obligations and rights under this contract to a third party without the written consent of the other party.

Made in Maputo, on the 05th January de 2022, in two (2) equal and original copies with the same content and legal validity being one (1) copy for the FREIGHTER and one (1) copy for the CHARTERER.

By and representation of FREIGHTER

By and representation of CHARTERER

SEBENZA MARINE. LD
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CHARTERING CONTRACT OF FISHING VESSEL

Between **Yutuna Fisheries Limited C / O A.C.T OFFSHORE LIMITED**, with head office at 1st Floor Oliaji Trade Centre Francis Rachel Street, P.O. Box No. 1377, Victoria Mahe - Republic of Seychelles, duly represented by its General Director, hereinafter referred by **FREIGHTER**, and **SEBENZA MARINE LDA**, Mozambican Company engaged in the Fishing activity in Mozambique registered in the legal entities under the number 101089908, with its Head Office at Praça 25 de Junho - Maputo Fishing Port, City of Maputo, with the Unique Tax Identification Number (NUIT) 400974365, duly represented by Avelino António Nhandumbo, as General Director, hereinafter referred by **CHARTERER**, the present contract is celebrated and shall be governed by the following clauses:

Clause One

(Object)

1. The vessel identified herein hereinafter referred by **VESSEL**, owned by the **FREIGHTER**, destined for fishing, hereby become an integral part of this contract for all legal purposes:

Name of Ships	FULL ALWAYS 168
Registration Number	4 - 2008
Gross Tonnage	577.0 T
Net Tonnage	245.0 T
Vessel Code	N/A
Type of hull	Aço
Length	54 m
Width	3 m
Height	8 m
Breath of Ship	N/A
Propulsion	1000 PS
Registration Port	VICTORIA
Year of Manufacture	1989
Call sign	S7WA
IMO	8821319

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2. The above-mentioned **VESSEL** shall carry on board spare material and equipment and the fishing gear required under this contract, in accordance with the fisheries legislation in force in the Republic of Mozambique.
3. **VESSEL** shall start fishing activities in Mozambique no later than 1 February 2022.

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Clause Two
(Conditions of Chartering)

1. The FREIGHTER grants and the CHARTERER receives under charter the VESSEL identified in Clause One, for the capture of the fishing quota granted by the competent Mozambican authorities to the CHARTERER.
 - ❖ Target species: Tuna and related species, (tuna and tuna like species) and the Fishing activity shall be carried out in the following area:
 - ❖ Fishing Zone: Mozambique Economic Exclusive Zone beyond 12 nautical miles.
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3. The Borrower shall be responsible for formalizing and obtaining the fishing rights and licenses required for the VESSEL' fishing activities in Mozambique.
4. Under the IOTC Resolutions, Seychelles as a Contracting Part shall effectively exercise its duty to control their fishing vessel to ensure compliance with Conservation and Management measures established by IOTC, in accordance with their rights, obligations and jurisdiction under international law. The chartered vessel shall report VMS and catch data to both the CPs (chartering and flag) and to the IOTC Secretariat.
5. When operating under this charter agreement, the chartered vessel shall not, to the extent possible, be authorized to use the quota (if any) or entitlement of the flag Contracting Parties or Cooperating Non-Contracting Parties. In no case, shall the vessel be authorized to fish under more than one chartering agreement at the same time.
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 - B. To transfer, in port, production on board to other vessel also authorized to take part in the operation and vice-versa, when duly authorized by the competent Mozambican authorities.
3. The above-mentioned operations may only take place when so ordered, in writing, by the Borrower to the captain of VESSEL.
4. The VESSEL captains shall, in addition to their general obligations, are obliged to:
 - a) Comply with the indications on fishing operations given to them by the CHARTERER in agreement with the FREIGHTER;
 - b) Provide the CHARTERER daily, by radio or other means, with the VESSEL's position and daily catches
 - c) Comply with the laws and regulations governing fishing activities in force in the Republic of Mozambique. Without prejudice to the charterer's joint and several liability, the Vessel captains shall be held responsible for any infringements of the fishing legislation they may commit and for full compliance with any sanctions that may be imposed
 - d) To provide to the CHARTERER, whenever requested by the latter, all useful information for the management of the VESSEL' activities
 - e) To respect the use of the VESSEL for the purposes of the present contract. The use of the VESSEL for purposes other than the object of this contract may only be carried out with the prior written agreement of the parties to this contract;
 - f) Provide the FREIGHTER with an inventory of the materials, equipment and utensils placed on board by the CHARTERER and that are property of the CHARTERER ;
 - g) To admit on board the VESSEL investigators, observers, fish inspectors, inspection agents and scientists, whenever requested by the competent Mozambican authorities.

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Clause Four
(Maintenance and Repair of the VESSEL)

The regular technical maintenance and repairs of the VESSEL shall be at the FREIGHTER's risk.

Clause Five
(Ship's crew)

1. The VESSEL' crews shall be composed of foreign and Mozambican crew members;
2. Both parties will be responsible for the selection and selection of foreign crew members by mutual agreement.
3. It is the responsibility of the foreign crew to collaborate in the technical preparation of the Mozambican crew, to ensure the technical and productive conditions of the vessel' operation, the Mozambicans on board enjoying the same status as the foreign crew.

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4. The Captains of the VESSEL shall be responsible for establishing the regime and order of work on board in accordance with the regulations in force in the Republic of Mozambique.

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(Production and commercialization)

1. The sale of the VESSEL' product in the export market is the exclusive responsibility of the CHARTERER, who shall endeavor to ensure that the best prices are obtained under the terms of this letter agreement.
2. All products to be packed and introduced to the market in the boxes of "SEBENZA MARINE, LDA";
3. The exports will be executed with valid prices authorized by the Ministry of Industry Commerce of the Republic of Mozambique.
4. The quantity and quality of the production delivered to CALM SEAS., LDT (Company 197864) C / O A.C.T OFFSHORE LIMITED shall be formalized by the accounting receipts as well as by the presentation of a copy and agreement between the parties, the notes shall be signed by the Captain and the Logistics Manager of SEBENZA MARINE, LDA.
5. Subsequently and up to 24 (twenty-four) hours after signing the delivery and reception record the Logistics Manager of SEBENZA MARINE, LDA. and the Master of the VESSEL (who delivered the lot) will initial and send a fax addressed to CALM SEAS., LDT (Company 197864) C / O A.C.T OFFSHORE LIMITED containing the following information
 - ❖ Name of vessel
 - ❖ Delivery date of product
 - ❖ Net quantity received
 - ❖ Lot composition
 - ❖ Type of lot

Clause Seven
(Liability of the parties)

1. It is the responsibility of the FREIGHTER to pay all expenses related to the operation of the VESSEL, namely:
 - (a) Repairs to the VESSEL and maintenance in Mozambican and foreign territory;
 - a) Supplies of fuel, lubricants, water, spare parts for all equipment, nets and fishing materials;
 - b) The wages of foreign crews;
 - c) Working utensils, uniforms and food for the Mozambican crew;
 - d) Packing for the storage of catches;
 - e) VESSEL insurance;
 - f) During fishing operations, the FREIGHTER shall not permit VESSEL to remain for any unnecessary period in the Mozambican port.
2. It is the responsibility of the CHARTERER to pay the costs of:
3. Obtaining the fishing licenses for the payment of:

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4. Customs duties, bank charges and others relating to the export of the production.
 - a) Wages, insurance and other social charges of the Mozambican crew;
 - b) Port charges at Mozambican ports for unloading, parking and pilotage;
 - c) Other, unspecified, costs arising from the requirements of the authorities of the Republic of Mozambique and included in this contract.
5. In any case and for all purposes of this contract, the FREIGHTER is the only owner of the VESSEL.

Clause Eight
(Charter Charges)

1. The chartering payment for the VESSEL shall be made in US dollars or Euros for all exported products or in National currency for the product sold in the Mozambican market. The cost of chartering the VESSEL shall be fixed at a percentage of the value of the production sold on the Mozambican market or on the international market, according to the following proportion of the product:
 - ❖ **Target Resource:** Tuna, will be 30% (thirty percent) of the value of the product sold in favor of the CHARTERER;
 - ❖ **Bycatches:** Related species of the value of the product sold in favor of the CHARTERER.
2. Payment of charter costs shall be made according to the procedures inherent to the operation, in accordance with the foreign exchange law in force in Mozambique, namely
 - ❖ Presentation of the commercial invoice or debit note;
 - ❖ Vessel chartering contract or other equivalent document;
 - ❖ Proof of compliance with tax obligations relating to the transaction.

Clause Nine
(Payment method)

1. SEBENZA MARINE, LDA shall open a Letter of Credit in favor of CALM SEAS, LDT (Company 197864) C / O A.C.T OFFSHORE LIMITED payable on demand at the branches of a Mozambican Bank, with the indication of quantity, quality and total values, and after authorization, the charter contract shall be submitted to the Bank of Mozambique. 30% of the amount exported shall be paid to CHARTERER through this letter of credit, and the remaining 70% shall be paid to CALM SEAS., LDT (Company 197864) C/O A.C.T OFFSHORE LIMITED
2. The remaining terms of the documentary credit shall be as follows:
 - a) Maximum period of validity 90 (ninety) days;
 - b) Documents to be presented for negotiation, 21 (twenty one) days from the date of export.Payable on presentation of the following documents:
 - ❖ Original invoice and three copies evidencing the value of the consignment.
 - ❖ Bill of Lading; B / L complete 3 originals
 - ❖ Sanitary Certificate
 - ❖ Certificate of Origin; Original.

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3. The conditions of the letter of credit shall be as set out in the "Uniform Customs and Regulations", publication No. 500, 1993, of the International Chamber of Commerce.

Clause Ten
(Duration of the Agreement)

1. This contract shall enter into force upon approval by the competent Mozambican authorities and shall be valid until 31st December 2022 and may be renewed for one (1) year unless prior notice of a cancellation is received by both parties within 60 days prior to the expiry date, or it is established that no approval by the competent Mozambican authorities has been given.

Clause Eleven
(Contract duration)

1. This contract shall commence on 1st January 2022 or such other date as the parties may agree and shall continue until 31st December 2022.
2. Notwithstanding the provisions of Clause 10.1 the FREIGHTER shall be entitled to terminate the contract with immediate effect by delivering a written notice therefore in respect of the fishing conditions of the VESSEL cost charter accrued to the FREIGHTER intended in Clause 8.1, being less than the operating costs of the VESSEL.

Clause Twelve
(Termination of the contract)

1. The present contract may be immediately terminated for the following justified causes:
 - a) When any of the parties, fails to prove full or partial compliance with any of the clauses and conditions established in this contract and fails to justify the default in writing within fourteen (14) days after receiving notice from the other party.
 - b) In cases of force majeure;
 - c) In cases where the VESSEL are paralyzed for a period superior to 90 (ninety) days due to technical problems;
 - d) In cases where the VESSEL remain paralyzed for a period superior to 30 (thirty) days due to technical problems, it is the responsibility of the FREIGHTER;
 - e) For failure to comply with the deadline for commencing the activities of the VESSEL indicated in paragraph two of Clause Two of the present contract.

Clause Thirteen
(Applicable Law)

1. The present contract shall be governed by the Law of the Republic of Mozambique.

Clause Fourteen
(Conflicts)

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1. Any conflicts arising from the interpretation or execution of the present contract shall first be settled amicably.
2. Once the amicable and arbitral channels are exhausted, the Judicial Court of Maputo City shall be competent for the resolution of conflicts, with the explicit understanding that no other entity can resolve the conflict.

Clause Fifteen
(Amendment of the Contract)

1. All amendments to the present contract shall be made in writing in Addenda which shall constitute an integral part of the contract.
2. Neither party hereto may transfer its obligations and rights under this contract to a third party without the written consent of the other party.

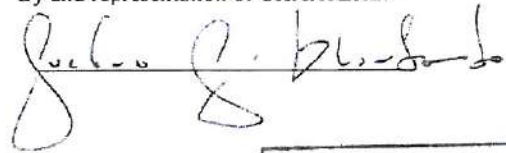
Made in Maputo, on the 05th January de 2022, in two (2) equal and original copies with the same content and legal validity being one (1) copy for the FREIGHTER and one (1) copy for the CHARTERER.

By and representation of FREIGHTER



The Freightier's signature is written in black ink over a circular blue stamp. The stamp contains the text "TUDINA FISHERIES LIMITED" around the perimeter and a central emblem.

By and representation of CHARTERER



The Charterer's signature is written in black ink.

SEBENZA MARINE, LD
MAPUTO - MOÇAMBIQU

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CHARTERING CONTRACT OF FISHING VESSEL

Between **CALM SEAS., LDT (Company 197864) C / O A.C.T OFFSHORE LIMITED**, with head office at 1st Floor Aliaji Trade Centre Francis Rachel Street, P.O. Box No. 1377, Victoria Mahe - Republic of Seychelles, duly represented by its General Director, hereinafter referred by **FREIGHTER**, and **SEBENZA MARINE LDA**, Mozambican Company engaged in the Fishing activity in Mozambique registered in the legal entities under the number 101089908, with its Head Office at Praça 25 de Junho - Maputo Fishing Port, City of Maputo, with the Unique Tax Identification Number (NUIT) 400974365, duly represented by Avelino António Nhandumbo, as General Director, hereinafter referred by **CHARTERER**, the present contract is celebrated and shall be governed by the following clauses:

Clause One (Object)

1. The vessel identified herein hereinafter referred by **VESSEL**, owned by the **FREIGHTER**, destined for fishing, hereby become an integral part of this contract for all legal purposes:

Name of Ship	FARQUHAR N°.1
Registration Number	7 - 2018
Gross Tonnage	577.0 T
Net Tonnage	231.0 T
Vessel Code	N/A
Type of hull	Aço
Length	47 m
Width	3 m
Height	8 m
Breath of Ship	N/A
Propulsion	1000 PS
Registration Port	VICTORIA
Year of Manufacture	1987
Call sign	S7RO
IMO	8717001

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2. The above-mentioned **VESSEL** shall carry on board spare material and equipment and the fishing gear required under this contract, in accordance with the fisheries legislation in force in the Republic of Mozambique.
3. **VESSEL** shall start fishing activities in Mozambique no later than 1 February 2022.

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Clause Two
(Conditions of Chartering)

1. The FREIGHTER grants and the CHARTERER receives under charter the VESSEL identified in Clause One, for the capture of the fishing quota granted by the competent Mozambican authorities to the CHARTERER.
 - ❖ Target species: Tuna and related species, (tuna and tuna like species) and the Fishing activity shall be carried out in the following area:
 - ❖ Fishing Zone: Mozambique Economic Exclusive Zone beyond 12 nautical miles.
2. VESSEL will be handed over in operational technical conditions and must carry on board all the documents and certificates necessary for the normal functioning of the VESSEL, valid for a minimum of one (1) year.
3. The Borrower shall be responsible for formalizing and obtaining the fishing rights and licenses required for the VESSEL' fishing activities in Mozambique.
4. Under the IOTC Resolutions, Seychelles as a Contracting Part shall effectively exercise its duty to control their fishing vessel to ensure compliance with Conservation and Management measures established by IOTC, in accordance with their rights, obligations and jurisdiction under international law. The chartered vessel shall report VMS and catch data to both the CPs (chartering and flag) and to the IOTC Secretariat.
5. When operating under this charter agreement, the chartered vessel shall not, to the extent possible, be authorized to use the quota (if any) or entitlement of the flag Contracting Parties or Cooperating Non-Contracting Parties. In no case, shall the vessel be authorized to fish under more than one chartering agreement at the same time.
6. The vessel shall exclusively carry out the fishing activity for which were licensed in accordance with the fishing license and terms and conditions. The offence and contraventions committed are the responsibility of the Capitan.

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When the vessel leaves the Mozambique EEZ and operate in high seas, the vessel Capitan shall notify the Seychelles Fishing Authority 24 hours prior to leave the Mozambique EEZ. As flag state, Sychelles (SFA) shall take control of monitoring the vessel in the high seas, and the vessel shall report vessel position, fish catch and any relevant reports as requests to SFA.

Clause Three
(Operation of the Vessel)

1. The VESSEL' home port is abroad.
2. During the period of operation VESSEL may:
 - A. To enter Mozambique ports for unloading or victualing or other duly justified reasons;
 - B. To transfer, in port, production on board to other vessel also authorized to take part in the operation and vice-versa, when duly authorized by the competent Mozambican authorities.
3. The above-mentioned operations may only take place when so ordered, in writing, by the Borrower to the captain of VESSEL.
4. The VESSEL captains shall, in addition to their general obligations, are obliged to:
 - a) Comply with the indications on fishing operations given to them by the CHARTERER in agreement with the FREIGHTER;
 - b) Provide the CHARTERER daily, by radio or other means, with the VESSEL's position and daily catches
 - c) Comply with the laws and regulations governing fishing activities in force in the Republic of Mozambique. Without prejudice to the charterer's joint and several liability, the Vessel captains shall be held responsible for any infringements of the fishing legislation they may commit and for full compliance with any sanctions that may be imposed
 - d) To provide to the CHARTERER, whenever requested by the latter, all useful information for the management of the VESSEL' activities
 - e) To respect the use of the VESSEL for the purposes of the present contract. The use of the VESSEL for purposes other than the object of this contract may only be carried out with the prior written agreement of the parties to this contract;
 - f) Provide the FREIGHTER with an inventory of the materials, equipment and utensils placed on board by the CHARTERER and that are property of the CHARTERER ;
 - g) To admit on board the VESSEL investigators, observers, fish inspectors, inspection agents and scientists, whenever requested by the competent Mozambican authorities.

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Clause Four
(Maintenance and Repair of the VESSEL)

The regular technical maintenance and repairs of the VESSEL shall be at the FREIGHTER's risk.

Clause Five
(Ship's crew)

1. The VESSEL' crews shall be composed of foreign and Mozambican crew members;

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2. Both parties will be responsible for the selection and selection of foreign crew members by mutual agreement.
3. It is the responsibility of the foreign crew to collaborate in the technical preparation of the Mozambican crew, to ensure the technical and productive conditions of the vessel' operation, the Mozambicans on board enjoying the same status as the foreign crew.
4. The Captains of the VESSEL shall be responsible for establishing the regime and order of work on board in accordance with the regulations in force in the Republic of Mozambique.

Clause Six

(Production and commercialization)

1. The sale of the VESSEL' product in the export market is the exclusive responsibility of the CHARTERER, who shall endeavor to ensure that the best prices are obtained under the terms of this letter agreement.
2. All products to be packed and introduced to the market in the boxes of "SEBENZA MARINE, LDA";
3. The exports will be executed with valid prices authorized by the Ministry of Industry Commerce of the Republic of Mozambique.
4. The quantity and quality of the production delivered to CALM SEAS., LDT (Company 197864) C / O A.C.T OFFSHORE LIMITED shall be formalized by the accounting receipts as well as by the presentation of a copy and agreement between the parties, the notes shall be signed by the Captain and the Logistics Manager of SEBENZA MARINE, LDA.
5. Subsequently and up to 24 (twenty-four) hours after signing the delivery and reception record the Logistics Manager of SEBENZA MARINE, LDA. and the Master of the VESSEL (who delivered the lot) will initial and send a fax addressed to CALM SEAS., LDT (Company 197864) C / O A.C.T OFFSHORE LIMITED containing the following information
 - ❖ Name of vessel
 - ❖ Delivery date of product
 - ❖ Net quantity received
 - ❖ Lot composition
 - ❖ Type of lot

Clause Seven

(Liability of the parties)

1. It is the responsibility of the FREIGHTER to pay all expenses related to the operation of the VESSEL, namely:
 - (a) Repairs to the VESSEL and maintenance in Mozambican and foreign territory;
 - a) Supplies of fuel, lubricants, water, spare parts for all equipment, nets and fishing materials;
 - b) The wages of foreign crews;
 - c) Working utensils, uniforms and food for the Mozambican crew;

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- d) Packing for the storage of catches;
 - e) VESSEL insurance;
 - f) During fishing operations, the FREIGHTER shall not permit VESSEL to remain for any unnecessary period in the Mozambican port.
2. It is the responsibility of the CHARTERER to pay the costs of:
 3. Obtaining the fishing licenses for the payment of:
 4. Customs duties, bank charges and others relating to the export of the production.
 - a) Wages, insurance and other social charges of the Mozambican crew;
 - b) Port charges at Mozambican ports for unloading, parking and pilotage;
 - c) Other, unspecified, costs arising from the requirements of the authorities of the Republic of Mozambique and included in this contract.
 5. In any case and for all purposes of this contract, the FREIGHTER is the only owner of the VESSEL.

Clause Eight
(Charter Charges)

1. The chartering payment for the VESSEL shall be made in US dollars or Euros for all exported products or in National currency for the product sold in the Mozambican market. The cost of chartering the VESSEL shall be fixed at a percentage of the value of the production sold on the Mozambican market or on the international market, according to the following proportion of the product:
 - ❖ **Target Resource:** Tuna, will be 30% (thirty percent) of the value of the product sold in favor of the CHARTERER;
 - ❖ **Bycatches:** Related species of the value of the product sold in favor of the CHARTERER.
2. Payment of charter costs shall be made according to the procedures inherent to the operation, in accordance with the foreign exchange law in force in Mozambique, namely
 - ❖ Presentation of the commercial invoice or debit note;
 - ❖ Vessel chartering contract or other equivalent document;
 - ❖ Proof of compliance with tax obligations relating to the transaction.

Clause Nine
(Payment method)

1. SEBENZA MARINE, LDA shall open a Letter of Credit in favor of CALM SEAS, LDT (Company 197864) C / O A.C.T OFFSHORE LIMITED payable on demand at the branches of a Mozambican Bank, with the indication of quantity, quality and total values, and after authorization, the charter contract shall be submitted to the Bank of Mozambique. 30% of the amount exported shall be paid to CHARTERER through this letter of credit, and the remaining 70% shall be paid to CALM SEAS., LDT (Company 197864) C/O A.C.T OFFSHORE LIMITED

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2. The remaining terms of the documentary credit shall be as follows:

- a) Maximum period of validity 90 (ninety) days;
- b) Documents to be presented for negotiation, 21 (twenty one) days from the date of export. Payable on presentation of the following documents:
 - ❖ Original invoice and three copies evidencing the value of the consignment.
 - ❖ Bill of Lading; B / L complete 3 originals
 - ❖ Sanitary Certificate
 - ❖ Certificate of Origin; Original.

3. The conditions of the letter of credit shall be as set out in the "Uniform Customs and Regulations", publication No. 500, 1993, of the International Chamber of Commerce.

**Clause Ten
(Duration of the Agreement)**

1. This contract shall enter into force upon approval by the competent Mozambican authorities and shall be valid until 31st December 2022 and may be renewed for one (1) year unless prior notice of a cancellation is received by both parties within 60 days prior to the expiry date, or it is established that no approval by the competent Mozambican authorities has been given..

**Clause Eleven
(Contract duration)**

1. This contract shall commence on T* January 2022 or such other date as the parties may agree and shall continue until 31st December 2022.

2. Notwithstanding the provisions of Clause 10.1 the FREIGHTER shall be entitled to terminate the contract with immediate effect by delivering a written notice therefore in respect of the fishing conditions of the VESSEL cost charter accrued to the FREIGHTER intended in Clause 8.1, being less than the operating costs of the VESSEL.

**Clause Twelve
(Termination of the contract)**

- 1. The present contract may be immediately terminated for the following justified causes:
 - a) When any of the parties, fails to prove full or partial compliance with any of the clauses and conditions established in this contract and fails to justify the default in writing within fourteen (14) days after receiving notice from the other party.
 - b) In cases of force majeure;
 - c) In cases where the VESSEL are paralyzed for a period superior to 90 (ninety) days due to technical problems;

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- d) In cases where the VESSEL remain paralyzed for a period superior to 30 (thirty) days due to technical problems, it is the responsibility of the FREIGHTER:
- e) For failure to comply with the deadline for commencing the activities of the VESSEL indicated in paragraph two of Clause Two of the present contract.

Clause Thirteen
(Applicable Law)

1. The present contract shall be governed by the Law of the Republic of Mozambique.

Clause Fourteen
(Conflicts)

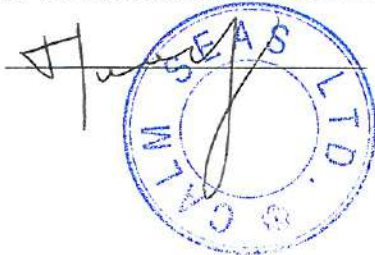
1. Any conflicts arising from the interpretation or execution of the present contract shall first be settled amicably.
2. Once the amicable and arbitral channels are exhausted, the Judicial Court of Maputo City shall be competent for the resolution of conflicts, with the explicit understanding that no other entity can resolve the conflict.

Clause Fifteen
(Amendment of the Contract)

1. All amendments to the present contract shall be made in writing in Addenda which shall constitute an integral part of the contract.
2. Neither party hereto may transfer its obligations and rights under this contract to a third party without the written consent of the other party.

Made in Maputo, on the 05th January de 2022, in two (2) equal and original copies with the same content and legal validity being one (1) copy for the FREIGHTER and one (1) copy for the CHARTERER.

By and representation of FREIGHTER



By and representation of CHARTERER

A handwritten signature in blue ink, written over a horizontal line.

SEBENZA MARINE. LD
MAPUTO - MOÇAMBIQU



REPÚBLICA DE MOÇAMBIQUE
MINISTÉRIO DO MAR, ÁGUAS INTERIORES E PESCAS
ORGANISMO EMISSOR: ADMINISTRAÇÃO NACIONAL DA PESCA - ADNAP, IP

LIÇENÇA DE PESCA Nº: 229/404.J065/2022

Tipo de Licença: Industrial

Com Pavilhão: Seychelles

Concedida a Embarcação de Pesca: FARQUHAR NO.1

Para a Zona Compreendida: ENTRE OS PARALELOS 10°30' SUL E 26°30' SUL A PARTIR DAS 12 MILHAS DA COSTA ATÉ AO LIMITE DA ZEE DE MOÇAMBIQUE

Espécies e Artes autorizadas: Atum (Palangre)

Fauna Acompanhante Autorizada: Espécies Relacionadas

Espécies cuja Captura é Proibida: De acordo com anexo XIII do Decreto nº89/2020, de 08 de Outubro – REPMAR

Nome e Endereço do Armador: Sebenza Marine, Lda Praca 25 de Junho, porto de Pesca de Maputo

Nome, País e Endereço do Proprietário da Embarcação de Pesca: Calm Seas Lda (Company19784) C/O A.C.T Offshore Limited 1st floor oliajt trade centre, Francis Rachel street P.O.BOX 1377, Victoria, Mahe, Seychelles.

Porto e Número de Registo: VICTORIA - 50308

Porto Base: MAPUTO

Indicativo de Chamada: S7RO

Nº do IMO: 8717001

Nº de Identificação Atribuído pela ADNAP: J 065

Comprimento Total (m): 47.0

Boca (m): 8.0 Pontal (m): 3.0

Arqueação Bruta (Ton): 577.0

Tipo de Refrigeração: Congelador

Cor do Costado: Branca

Cor da Superestrutura: Branca

Capacidade do Porão (Ton): 231

Potência do Motor: 1000 PS

Outras Indicações e Averbamentos: Vide os Termos e Condições de Licenciamento em Anexo

Data de Emissão da Licença de Pesca: 23 de Fevereiro de 2022 Válida de: 23 de Fevereiro à 31 de Dezembro de 2022

Maputo Cidade, aos 23 de Fevereiro de 2022

Director Geral Adjunto

Cassamo Hassane Cassamo Júnior

(Especialista)



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REPÚBLICA DE MOÇAMBIQUE
MINISTÉRIO DO MAR, ÁGUAS INTERIORES E PESCAS
ORGANISMO EMISSOR: ADMINISTRAÇÃO NACIONAL DA PESCA - ADNAP, IP

LIÇENÇA DE PESCA Nº: 229/404.102/22

Tipo de Licença: Industrial

Com Pavilhão: Seychelles

Concedida a Embarcação de Pesca: FARQUHAR NO2

Para a Zona Compreendida: ENTRE OS PARALELOS 10°30' SUL E 26°30' SUL A PARTIR DAS 12 MILHAS DA COSTA ATÉ AO LIMITE DA ZEE DE MOÇAMBIQUE

Espécies e Artes Autorizadas: Atum e Espécies Relacionadas (Palangre)

Fauna Acompanhante Autorizada: Espécies Relacionadas

Espécies cuja Captura é Proibida: De acordo com anexo XIII do Decreto nº89/2020, de 08 de Outubro – REPMAR

Nome e Endereço do Armador: Sebenza Marine Lda., Província: Maputo Cidade, Distrito: Ka Mpfumo, Praça 25 de Junho - Porto de Pesca de Maputo.

Nome, País e Endereço do Proprietário da Embarcação de Pesca: Calm Seas Lda (Company19784) C/O A.C.T Offshore Limited 1st Floor Oliajt Trade Centre, Francis Rachel Street P.O.BOX 1377, Victoria, Mahe, Seychelles.

Porto e Número de Registo: VICTORIA - 50295

Porto Base: MAPUTO

Indicativo de Chamada: S7WN

Nº do IMO: 8648315

Nº de Identificação Atribuído pela ADNAP: 102

Comprimento Total (m): 50.6

Boca (m): 8.9 Pontal (m): 3.85

Arqueação Bruta (Ton): 722.0

Tipo de Refrigeração: Congelador

Cor do Costado: Branca

Cor da Superestrutura: Branca

Capacidade do Porão (Ton): 100.0

Potência do Motor: 1400.0 HP

Outras Indicações e Averbamentos: Vide os Termos e Condições de Licenciamento em Anexo

Data de Emissão da Licença de Pesca: 21 de Abril de 2022 Válida de: 21 de Abril à 31 de Dezembro de 2022

Maputo Cidade, aos 21 de Abril de 2022

Director Geral Adjunto

Cassamo Hassane Cassamo Júnior

(Especialista)





REPÚBLICA DE MOÇAMBIQUE
MINISTÉRIO DO MAR, ÁGUAS INTERIORES E PESCAS
ORGANISMO EMISSOR: ADMINISTRAÇÃO NACIONAL DA PESCA - ADNAP, IP

LIÇENÇA DE PESCA Nº: 229/404.1041/22

Tipo de Licença: Industrial

Com Pavilhão: Seychelles

Concedida a Embarcação de Pesca: Full Always 168

Para a Zona Compreendida: ENTRE OS PARALELOS 10°30' SUL E 26°30' SUL A PARTIR DAS 12 MILHAS DA COSTA ATÉ AO LIMITE DA ZEE DE MOÇAMBIQUE

Espécies e Artes Autorizadas: Atum e Espécies Relacionadas (Palangre)

Fauna Acompanhante Autorizada: Espécies Relacionadas

Espécies Cujas Capturas são Proibidas: De acordo com anexo XIII do Decreto nº89/2020, de 08 de Outubro – REPMAR

Nome e Endereço do Armador: Sebenza Marine Lda., Província: Maputo Cidade, Distrito: Ka Mpfumo, Praça 25 de Junho - Porto de Pesca de Maputo.

Nome, País e Endereço do Proprietário da Embarcação de Pesca: Calm Seas Lda (Company19784) C/O A.C.T Offshore Limited 1st Floor Oliajt Trade Centre, Francis Rachel Street P.O.BOX 1377, Victoria, Mahe, Seychelles.

Porto e Número de Registo: VICTORIA - 50185

Porto Base: MAPUTO

Indicativo de Chamada: S7WA

Nº do IMO: 8821319

Nº de Identificação Atribuído pela ADNAP: 1041

Comprimento Total (m): 54.74

Boca (m): 8.6 Pontal (m): 3.75

Pesca Bruta (Ton): 577.0

Tipo de Refrigeração: Congelador

Cor do Costado: Branca

Cor da Superestrutura: Branca

Capacidade do Porão (Ton): 245.0

Potência do Motor: 1400.0 HP

Outras Indicações e Averbamentos: Vide os Termos e Condições de Licenciamento em Anexo

Data de Emissão da Licença de Pesca: 21 de Abril de 2022 Válida de: 21 de Abril à 31 de Dezembro de 2022

Maputo Cidade, aos 21 de Abril de 2022

Director Geral Adjunto

Cassamo Hassane Cassamo Júnior
(Especialista)







REPUBLIC OF MOZAMBIQUE
MINISTRY OF THE SEA, INLAND WATERS AND FISHERIES
NATIONAL FISHERIES ADMINISTRATION

**TERMS AND CONDITIONS OF MOZAMBIQUE TUNA LICENCE AND
AUTHORISATION TO FISH OUTSIDE MOZAMBIQUE EEZ**

Introduction:

The following Terms and Conditions for Tuna Fishing are compiled for foreign tuna fishing vessel masters that are licensed to fish in Mozambique's EEZ and also for Mozambican tuna fishing masters for vessels that fish inside or are authorized to fish outside Mozambique's EEZ.

These conditions are an integral part of the Terms and Conditions of the license.

Mozambique, Maputo, April 2022

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18. Vessels Monitoring Systems (VMS and AIS)
19. Observer Programme
20. Processing and Sale of Fish
21. Transfer of Fishing Rights
22. Compliance with IOTC Resolutions

Appendix 1 References to IOTC Conservation and Management Measures (CMM)

TERMS AND CONDITIONS OF MOZAMBIQUE TUNA LICENCE AND AUTHORISATION TO FISH OUTSIDE MOZAMBIQUE EEZ

General

All vessels fishing in Mozambique's waters, 'fishing' as defined in Mozambican law, must have a valid original of the fishing license onboard prior to commencing fishing operations, unless authorized otherwise by the Mozambique Competent Authority.

All Masters, crews and vessels must comply with all the laws, regulations and agreements to which Mozambique is a party including Resolutions of IOTC when conducting fishing operations in Mozambique's waters. Failure to comply will constitute an infraction punishable to the full extent of Mozambican law and other international procedures available to Mozambique.

1. Legal:

All tuna fishing vessels must comply with the following laws, regulations and Resolutions:

- a) Mozambique National Fisheries Law 22/2013 of 01 November;
- b) Mozambique General Maritime Fisheries Regulation – REPMAR;
- c) Port State Measures Agreement – PSMA;
- d) All IOTC Resolutions – CMM;
- e) United Nations Convention of the Law of the Sea – UNCLOS;
- f) United Nations Fish Stock Agreement – UNFSA;
- g) Additional terms and conditions noted herein.

2. Agent:

Each foreign tuna fishing vessel shall appoint an Agent, acceptable to the Competent Authority for Licensing for Mozambique, who is resident in Mozambique and who shall be equally responsible for all actions of the vessel. Said appointed agent must have 24/7 communications available at all times with the vessel master at least 48 hours before and after being within Mozambique's waters.

3. Applicability of the License:

The Mozambique tuna license is applicable for national fishing vessels to all oceans in which the vessel is legally authorized to fish by Mozambique or appropriate third parties according to the terms and conditions of that authorization; and for foreign tuna vessels is limited to the EEZ of Mozambique subject to the Terms and Conditions of its license.

4. Validity of the License:

The tuna license is valid for one calendar year, from 01st January to 31st December or portion of that year, according to issuance date, and may be re-issued annually at the decision of the Director General of National Fisheries Administration.

5. Zone Entry/Exit/Catch Reports:

- a) All tuna fishing vessels must provide an entry report *24 hours* prior to entry into the EEZ of Mozambique at entryexitcatchmoz@gmail.com complete with the following information:
 - i. Name and flag State of the vessel;
 - ii. International Radio call sign of the vessel;

- iii. Time (ULC) and Point of entry into EEZ of Mozambique in Latitude and Longitude;
- iv. Catch onboard the vessel by species and weight in kg unit.

b) All tuna fishing vessels must provide an exit report **24 hours** prior to exiting the EEZ of Mozambique complete with the following information:

- i. Name and flag State of the vessel;
- ii. International Radio call sign of the vessel;
- iii. Time (ULC) and Point of exit into EEZ of Mozambique in Latitude and Longitude;
- iv. Catch onboard the vessel by species and weight in kg unit.

c) All tuna fishing vessels must provide a catch report **every three days** electronically or according with other means (e.g. Electronic Report System-ERS) set by the competent authority while inside the EEZ of Mozambique completed with the following information:

- i. Name and flag State of the vessel;
- ii. International Radio call sign of the vessel;
- iii. Time (ULC) and Point of report in the EEZ of Mozambique in Latitude and Longitude;
- iv. Catch onboard the vessel by species and weight in kg.

6. Port entry reports: IOTC Resolution 16/11

- a) All tuna fishing vessels must provide an Advance Request for Entry to Port – AREP with a minimum of *48 hours* notice prior to entry into any of the designated ports of Mozambique complete with all required information and necessary attachments (see Annex 1 - AREP template).
- b) The AREP Form should be send trough e-PSM Application and the vessel Master shall wait for the response prior to entering port.

7. Designated Fishing Ports:

Maputo, Beira and Nacala Ports are the only ports designated for foreign fishing vessel access and fishing operations (Pre-fishing briefings, landing, transshipment, repairs and supplies) under the terms and conditions of pre-notification in the PSMA, except for *force majeure* where the vessel master must contact Mozambique fisheries authorities (**National Direction of Operations - DNOP**) immediately of the situation and intended port of call.

8. Fishing Areas:

All tuna fishing vessels must conduct fishing operations outside the territorial waters (12nm limit) of Mozambique, and comply with temporary area closures by notification due to special maritime operations, e.g. seismic operations, gas prospection, etc.

9. Fishing Gear and Specifications

Fishing gear permitted for each vessel shall be only that stipulated in the license and in accordance with the fishing gear specifications noted. No other fishing gear or configuration of fishing gear shall be permitted onboard the vessel, e.g., demersal fishing gear when fishing with longlines. All fishing gears should be marked accordingly to facilitate its identification by Mozambican Fisheries Authorities or other relevant agencies (national or foreigners).

10. Stowage of Fishing Gear

All fishing vessels must stow their fishing gear in a place not easily accessible for fishing when transiting closed fishing areas, in route to port and on entry into the zone until after the pre-fishing briefing, port inspection and issuance of the license, unless stated otherwise by the competent authority.

11. Logbooks:

All vessels shall keep a bound paper or electronic logbook as issued by, or according to agreement by Mozambique. This logbook shall be used to record data by set and to be recorded in the logbook after each set. Where information items do not have a special space for recording – this additional information shall be recorded on additional paper to be attached to the logbook. For foreign fishing fleet, a copy of logbook should be transmitted to national competent authority within a week after leaving Mozambican EEZ.

12. Transshipment:

Transshipments between nationals or foreign tuna vessels shall be authorized for designated ports only, except in cases of *force majeure*, where upon the fisheries officials must be contacted immediately prior to the transshipment, of the position and incident requiring a *force majeure* transshipment, e.g., refrigeration not working, vessel sinking, etc., and must inform the fisheries officials within 24 hours after the transshipment of the position of transshipment, species and weights transshipped and to which vessel, with its flag, IMO and radio call sign. Mozambique may issue special authorization for at-sea transshipments if a certified IOTC observer is onboard the vessel.

13. Landing of Catch and By-Catch:

Landing of catches and mandatory landing of purse seine by-catches in accordance with Resolution 13/11 shall be at the designated ports unless otherwise authorized in writing by the Competent Fisheries Licensing Authority of Mozambique.

14. By-Catch Limitations:

By-Catch shall not exceed 10% of the target species, except where specifically authorised in writing by the Competent Fisheries Licensing Authority of Mozambique or IOTC Resolutions.

15. By-Catch Reporting:

All by-catch shall be recorded according to the IOTC Resolutions, in the approved logbooks, or appended pages to the logbook as required.

16. Prohibited catches:

Prohibited catches are not to be retained onboard the vessel and are to be returned to the sea with all efforts made to return them to the sea 'live'. The catch and the mitigation measures to return these species to the sea 'live' are to be recorded in the fisheries logbooks or on additional pages appended to the logbooks as required in the appropriate resolutions noted hereunder.

17. Vessel Specifications and License Applications:

All vessel information is required on the application. Failure to complete the full application form shall result in a possible delay in licensing until all information has been completed. Falsification/errors of data on the application form shall result in immediate cancellation/suspension of the license and possible further legal action.

Note: The Ministry reserve 15 working days to process the application.

18. Vessels Monitoring Systems (VMS and AIS):

All foreign and national tuna fishing vessels shall be equipped with a satellite Monitoring Transmission Unit/Automatic Location Communicator (MTU/ALC) of a type approved by the Competent Authority of Licensing for Mozambique. All fishing vessels over 24 m shall also be equipped with an Automatic Information System (AIS) prior to operations in Mozambique's waters. Both AIS and VMS must be configured according to Mozambique law and switched on at all times while in Mozambique's waters unless so authorized to switch it off for a set period by the Competent Authority of Licensing for Mozambique.

19. Observer Programme:

All tuna fishing vessels shall, when requested, carry a Mozambican certified observer onboard the vessel and shall provide the observer with appropriate working space, access to all spaces, and communications equipment. Accommodation, meals and treatment shall be at the same standard as the officers aboard the vessel. Failure to comply with such treatment or harassment of the observer in the conduct of his or her duties shall result in immediate cancellation of the license and further legal action.

The Observer shall conduct him/herself duties with decorum at all times, follow the safety instructions and routines of the Master of the vessel and minimize any interference with fishing operations.

20. Processing and Sale of Fish:

The landing, processing and sale of fish and fish products shall be in accordance with Mozambique law and regulatory processes.

21. Transfer of Fishing Rights:

Transfer of Fishing Rights shall only be in accordance with Mozambican Fisheries Law.

22. Compliance with IOTC Resolutions:

As noted in General Conditions section, all tuna fishing vessels shall comply fully with all IOTC Resolutions while fishing in Mozambique's waters. Those special resolutions and requirements are summarized and appended hereto for the information and action by the Master, Owner and Operator of the vessel.

Note: Resolution numbers and paragraph numbers are for reference only. The paragraphs are *not* direct copies of the reference paragraph.

Appendix 1

References to IOTC Conservation and Management Measures (CMM)

Res 11/02 PROHIBITION OF FISHING ON DATA BUOYS

Para 2: Vessel Masters shall not allow their fishing vessels within one nautical mile of or interacting with a data buoy in the IOTC area of competence, which includes, but is not limited to, encircling the buoy with fishing gear; tying up to or attaching the vessel, or any fishing gear, part or portion of the vessel, to a data buoy or its mooring; or cutting a data buoy anchor line.

Para 3: Vessel Masters shall not take on board a data buoy while engaged in fishing for tuna and tuna-like species in the IOTC area of competence, unless specifically authorized or requested to do so by the Member or owner responsible for that buoy.

Para 4: Vessel Masters watch for moored data buoys at sea and to take all reasonable measures to avoid fishing gear entanglement or directly interacting in any way with those data buoys.

Para 5: Vessel Masters that become entangled with a data buoy shall remove the entangled fishing gear with as little damage to the data buoy as possible.

Para 6: Vessel Masters shall report to both the coastal State and the flag State regarding any data buoys observed to be damaged or otherwise inoperable along with the date of observation, buoy location, and any discernable identifying information contained on the data buoy.

Res 12/04 ON THE CONSERVATION OF MARINE TURTLES

Para 6: Vessel Masters targeting species covered by the IOTC Agreement shall bring aboard, if practicable, any captured marine turtle that is comatose or inactive as soon as possible and foster its recovery, including aiding in its resuscitation, before safely returning it to the water. Vessel Masters shall ensure that his fishermen are aware of and use proper mitigation, identification, handling and de-hooking techniques and keep on board all necessary equipment for the release of marine turtles, in accordance with handling guidelines in the IOTC Marine Turtle Identification Cards.

Para 7: Masters of gillnet vessels that fish for species covered by the IOTC Agreement shall:

- a. Ensure that they record all incidents involving marine turtles during fishing operations in their logbooks¹ and report such incidents.

Para 8: Masters of longline vessels that fish for species covered by the IOTC Agreement shall:

- a. Ensure that they carry line cutters and de-hookers in order to facilitate the appropriate handling and prompt release of marine turtles caught or entangled, and that they do so in accordance with IOTC Guidelines. Vessel Masters shall also ensure that they follow the handling guidelines in the IOTC Marine Turtle Identification Cards;
- b. Where appropriate, use whole finfish bait;
- c. Record all incidents involving marine turtles during fishing operations in their logbooks and report such incidents.

Para 9: Masters of purse seine vessels that fish for species covered by the IOTC Agreement shall:

- a. while fishing in the IOTC area:
 - i. To the extent practicable, avoid encirclement of marine turtles, and if a marine turtle is encircled or entangled, take practicable measures to safely release the turtle in accordance with the handling guidelines in the IOTC Marine Turtle Identification Cards;
 - ii. To the extent practicable, release all marine turtles observed entangled in fish

- aggregating devices (FADs) or other fishing gear;
- iii. If a marine turtle is entangled in the net, stop net roll as soon as the turtle comes out of the water; disentangle the turtle without injuring it before resuming the net roll; and to the extent practicable, assist the recovery of the turtle before returning it to the water;
- iv. Carry and employ dip nets, when appropriate, to handle marine turtles.
- b. adopt FAD designs that reduce the incidence of entanglement of marine turtles according to international standards;
- c. record all incidents involving marine turtles during fishing operations in their logbooks³ and report such incidents.

Res 12/06 ON REDUCING THE INCIDENTAL BYCATCH OF SEABIRDS IN LONGLINE FISHERIES

Para 5: In the area south of 25 degrees South latitude, Vessel Masters shall ensure that all **longline** vessels use at least two of the three mitigation measures in **Table 1**.

These measures should also be considered for implementation in other areas, as appropriate, consistent with scientific advice.

Para 6: Mitigation measures used pursuant to paragraph 5 shall conform to the minimum technical standards for these measures, as shown in Table 1.

Para 7: The design and deployment for bird scaring lines should also meet the additional specifications provided in Annex I of this Resolution.

Table 1 Mitigation measures

Mitigation	Description	Specification
Night setting with minimum deck lighting	No setting between nautical dawn and before nautical dusk. Deck lighting to be kept to a minimum.	Nautical dusk and nautical dawn are defined as set out in the Nautical Almanac tables for relevant latitude, local time and date. Minimum deck lighting should not breach minimum standards for safety and navigation.
Bird-scaring lines (Tori lines)	Bird-scaring lines shall be deployed during the entire longline setting to deter birds from approaching the branch line.	For vessels greater than or equal to 35 m: <ul style="list-style-type: none"> a) Deploy at least 1 bird-scaring line. Where practical, vessels are encouraged to use a second tori pole and bird scaring line at times of high bird abundance or activity; both tori lines should be deployed simultaneously, one on each side of the line being set. b) Aerial extent of bird-scaring lines must be greater than or equal to 100 m. c) Long streamers of sufficient length to reach the sea surface in calm conditions must be used. d) Long streamers must be at intervals of no more than 5m. For vessels less than 35 m: <ul style="list-style-type: none"> - Deploy at least 1 bird-scaring line. - Aerial extent must be greater than or equal to 75 m. - Long and/or short (but greater than 1 m in length) streamers must be used and placed at intervals as follows: <ol style="list-style-type: none"> 1. Short: intervals of no more than 2 m. 2. Long: intervals of no more than 5 m for the first 55 m of bird scaring line. Additional design and deployment guidelines for bird-scaring lines are provided in Annex I of this Resolution.

Mitigation	Description	Specification
Line weighting	Line weights to be deployed on the snood prior to setting.	Greater than a total of 45 g attached within 1 m of the hook or; Greater than a total of 60 g attached within 3.5 m of the hook or; Greater than a total of 98 g weight attached within 4 m of the hook.

Res 12/09 ON THE CONSERVATION OF THRESHER SHARKS (FAMILY ALOPIIDAE) CAUGHT IN ASSOCIATION WITH FISHERIES IN THE IOTC AREA OF COMPETENCE

Para 2: Vessel Masters are prohibited from retaining on board, transshipping, landing, storing, selling or offering for sale any part or whole carcass of thresher sharks of all the species of the family *Alopiidae*, with the exception of paragraph 7.

Para 3: Vessel Masters shall promptly release unharmed, to the extent practicable, thresher sharks when brought along side for taking on board the vessel.

Para 4: Vessel Masters shall record and report incidental catches as well as live releases.

Para 7: Scientific observers shall be allowed to collect biological samples (vertebrae, tissues, reproductive tracts, stomachs, skin samples, spiral valves, jaws, whole and skeletonised specimens for taxonomic works and museum collections) from thresher sharks that are dead at haulback, provided that the samples are part of the research project approved by the IOTC Scientific Committee (or IOTC Working Party on Ecosystems and Bycatch (WPEB)). In order to obtain the approval, a detailed document outlining the purpose of the work, number and type of samples intended to be collected and the spatio-temporal distribution of the sampling work must be included in the proposal. Annual progress of the work and a final report on completion of the project shall be presented to the IOTC WPEB and the IOTC Scientific Committee.

Res 13/04 ON THE CONSERVATION OF CETACEANS

Para 2: Vessel Masters are prohibited from intentionally setting a purse seine net around a cetacean in the IOTC area of competence, if the animal is sighted prior to the commencement of the set.

Para 3: Vessel Masters shall, in the event that a cetacean is unintentionally encircled in a purse seine net:

- a) take all reasonable steps to ensure the safe release of the cetacean, while taking into consideration the safety of the crew. These steps shall include following the best practice guidelines for the safe release and handling of cetaceans developed by the IOTC Scientific Committee;
- b) report the incident to the relevant authority of the flag State¹, with the following information:
 - i. the species (if known);
 - ii. the number of individuals;
 - iii. a short description of the interaction, including details of how and why the interaction occurred, if possible;
 - iv. the location of the encirclement;
 - v. the steps taken to ensure safe release;
 - vi. an assessment of the life status of the animal on release, including whether the cetacean was released alive but subsequently died.

¹ This information could be recorded on the remarks field of the logbook or in a separate piece of paper attached to the logbook

Para 4: Vessel Masters using other gear types fishing for tuna and tuna-like species associated with cetaceans shall report all interactions with cetaceans to the relevant authority of the flag State and include all the information outlined in paragraph 3b(i–vi).

Res. 13/05 ON THE CONSERVATION OF WHALE SHARKS (*RHINCODON TYPUS*)

Para 2: Vessel Masters are prohibited from intentionally setting a purse seine net around a whale shark in the IOTC area of competence, if it is sighted prior to the commencement of the set.

Para 3: Vessel Masters shall, in the event that a whale shark is unintentionally encircled in the purse seine net:

- a) take all reasonable steps to ensure its safe release, while taking into consideration the safety of the crew. These steps shall follow the best practice guidelines for the safe release and handling of whale sharks developed by the IOTC Scientific Committee;
- b) report the incident to the relevant authority of the flag State, with the following information:
 - i. the number of individuals;
 - ii. a short description of the interaction, including details of how and why the interaction occurred, if possible;
 - iii. the location of the encirclement (coordinates);
 - iv. the steps taken to ensure safe release;
 - v. an assessment of the life status of the animal on release, including whether the whale shark was released alive but subsequently died.

Para 4: Vessel Masters using other gear types fishing for tuna and tuna-like species associated with a whale shark shall report all interactions with whale sharks to the relevant authority of the flag State and include all the information outlined in paragraph 3b (i–v).

Res 13/06 ON A SCIENTIFIC AND MANAGEMENT FRAMEWORK ON THE CONSERVATION OF SHARK SPECIES CAUGHT IN ASSOCIATION WITH IOTC MANAGED FISHERIES

Para 4: Vessel Masters flying a flag of a CPC and on the IOTC Record of Authorised Vessels or authorised to fish for tuna and tuna-like species managed by the IOTC on the high seas shall promptly release unharmed, to the extent practicable, any oceanic whitetip sharks when brought alongside for taking onboard the vessel. However, Vessel Master shall release this species if recognised on the line before bringing them onboard the vessels.

Para 5: Vessel Masters shall record incidental catches as well as live releases of oceanic whitetip sharks in their logbooks or on additional pages if required.

Res 15/01 ON THE RECORDING OF CATCH AND EFFORT DATA BY FISHING VESSELS IN THE IOTC AREA OF COMPETENCE

Para 3: All vessels shall keep a bound paper or electronic logbook to record data that includes, as a minimum requirement, the information and data in the logbook provided by the National Fisheries Administration.

Res 16/05 ON VESSELS WITHOUT NATIONALITY

Para 2: Vessel Masters are reminded that Vessels without nationality that are fishing in the IOTC area of competence undermine the IOTC Agreement and the Conservation and Management Measures adopted by the Commission and are engaged in IUU fishing.

Para 3: Vessel Masters shall take effective action in accordance with international law, including, where appropriate, enforcement action, against vessels without nationality that are engaging, or have engaged, in fishing or fishing related activities in the IOTC area of competence..

Res 16/07 ON THE USE OF ARTIFICIAL LIGHTS TO ATTRACT FISH

Para 1: Vessel Masters are prohibited from using, installing or operating surface or submerged artificial lights for the purpose of aggregating tuna and tuna-like species beyond territorial waters. The use of lights on DFADs is also already prohibited;

Para 2: Vessel Masters are prohibited from intentionally conducting fishing activities around or near any vessel or DFAD equipped with artificial lights for the purpose of attracting tuna and tuna-like species under the mandate of the IOTC and in the IOTC area of competence.

Res 16/08 ON THE PROHIBITION OF THE USE OF AIRCRAFTS AND UNMANNED AERIAL VEHICLES AS FISHING AIDS

Para 1: Vessel Masters are prohibited from using aircrafts and unmanned aerial vehicles as fishing aids.

Para 3: Vessel Masters shall report to Fisheries competent authorities any occurrence of a fishing operation undertaken with the aid of aircraft or any unmanned aerial vehicle in the IOTC area of competence.

Res 17/05 ON THE CONSERVATION OF SHARKS CAUGHT IN ASSOCIATION WITH FISHERIES MANAGED BY IOTC

Para 2: Vessel Masters shall take the necessary measures to fully utilise the entire catches of sharks, with the exception of species prohibited by the IOTC. Full utilisation is defined as retention by the fishing vessel of all parts of the shark excepting head, guts and skins, to the point of first landing.

Para 3

- a) Sharks landed fresh: Vessel Operators are prohibited to remove shark fins on board vessels. They are also prohibited the landing, retention on-board, transshipment and carrying of shark fins which are not naturally attached to the shark carcass until the first point of landing.
- b) Sharks landed frozen: Vessel Operators that do not apply sub-paragraph 3 a) of resolution 17/05 for all sharks shall require their vessels to not have on board fins that total more than 5% of the weight of sharks on board, up to the first point of landing. CPCs that currently do not require fins and carcasses to be offloaded together at the point of first landing shall take the necessary measures to ensure compliance with the 5 % ratio through certification, monitoring by an observer, or other appropriate measures.

Res 17/07 ON THE PROHIBITION TO USE LARGE-SCALE DRIFTNETS IN THE IOTC AREA

Para 2: The use of large-scale driftnets on the high seas within the IOTC area of competence is prohibited by 1 January 2022.

Res 18/02 ON MANAGEMENT MEASURES FOR THE CONSERVATION OF BLUE SHARKS CAUGHT IN ASSOCIATION WITH IOTC FISHERIES

Para 2: Vessel masters shall record their catch in accordance with the requirements set out in the Resolution 15/01 on the recording of catch and effort data while fishing in IOTC area of competence;

Res. 18/04 ON BIOFADS EXPERIMENTAL PROJECT

Para 4: Vessel master not participating in the Research Project fishing on FADs clearly identified as a BIOFAD shall specifically report to national scientists the BIOFAD (and devices) status and activities on this BIOFAD (including catch data if applicable). Vessels masters not participating in the Research Project that encounter such FADS are encouraged to report to their national scientists the BIOFAD (and devices) status and activities on this BIOFAD;

Res 18/05 ON MANAGEMENT MEASURES FOR THE CONSERVATION OF BILLFISHES: STRIPED MARLIN, BLACK MARLIN, BLUE MARLIN, AND INDO-PACIFIC SAILFISH

Para 2: This resolution applies to Indian Ocean Striped Marlin, Black Marlin, Blue Marlin and Indo Pacific Sailfish.

Para5: Vessel Masters shall not retain on board, trans-ship, land, any specimen smaller than 60 cm Lower Jaw Fork Length (LJFL) of any of the species referred to in paragraph 2, but shall return them immediately to the sea in a manner that maximizes post-release survival potential without compromising the safety of crew.

Res 19/03 ON THE CONSERVATION OF MOBULID RAYS CAUGHT IN ASSOCIATION WITH FISHERIES IN THE IOTC AREA OF COMPETENCE

Para 2: Vessel masters are prohibited from intentionally setting any gear type for targeted fishing of mobulid rays in the IOTC Area of Competence, if the animal is sighted prior to commencement of the set.

Para 3: Vessel masters are prohibited from retaining onboard, transshipping, landing, storing, any part or whole carcass of mobulid rays caught in the IOTC Area of Competence.

Para 5: Vessel masters are required to promptly release alive and unharmed, to the extent practicable, mobulid rays as soon as they are seen in the net, on the hook, or on the deck, and do it in a manner that will result in the least possible harm to the individuals captured. The handling procedures detailed in Annex I, while taking into consideration the safety of the crew shall be implemented and followed.

Para 6: Notwithstanding paragraph 3, in the case of mobulid rays that are unintentionally caught by and frozen as part of a purse seine vessel's operation, the vessel must surrender the whole mobulid ray to the responsible governmental authorities, or other competent authority, or discard them at the point of landing. Mobulid rays surrendered in this manner may not be sold or bartered but may be donated for purposes of domestic human consumption.

Para 9: Vessel Masters shall keep on board all necessary equipment for the release of mobulid rays in accordance with the following handling guidelines:

1. Prohibit the gaffing of rays.
2. Prohibit the lifting of rays by the gill slits or spiracles.
3. Prohibit the punching of holes through the bodies of rays (e.g. to pass a cable through for lifting the ray).
4. Rays too large to be lifted safely by hand shall be, to the extent possible, brailed out of the net using best available method such as those recommended in document IOTC-2012-WPEB08-INF07.
5. Large rays that cannot be released safely before being landed on deck, shall be returned to the water as soon as possible, preferably utilizing a ramp from the deck connecting to an opening on the side of the boat, or if no such ramp is available, lowered with a sling or net.

RESOLUTION 19/02 PROCEDURES ON A FISH AGGREGATING DEVICES (FADS) MANAGEMENT PLAN

Para 20: A new marking scheme shall be developed by the ad-hoc FAD working group and shall be considered by the Commission at its regular annual session in 2020.

Para 21: Until the marking scheme referred to in paragraph 20 is adopted, CPCs shall ensure that the instrumented buoy attached to the DFAD contain a physical, unique reference number marking (ID provided by the manufacturer of the instrumented buoy) and the vessel unique IOTC registration number clearly visible.

RESOLUTION 19/04 CONCERNING THE IOTC RECORD OF VESSELS AUTHORISED TO OPERATE IN THE IOTC AREA OF COMPETENCE

Para 3.c): If a vessel currently holds an IMO number, it must be reported in its information. Further, it is expected that for all vessels less than 100 GT that are at least 12 meters in length overall, would be able to provide IMO numbers by 1 January 2020.

Para 11c: Vessel masters shall keep in on board valid certificates of vessel registration and valid authorisation to fish and/or transship.

Para 18 Vessel master shall ensure that the vessel is marked in such a way that they can be readily identified with generally accepted standards such as the FAO Standard Specification for the Marking and Identification of Fishing vessels.

Para 19: Vessel masters shall ensure that:

- a) Each gear used by its fishing vessels authorised to fish in the IOTC area of competence is marked appropriately, e.g., the ends of nets, lines and gear in the sea, shall be fitted with flag or radar reflector buoys by day and light buoys by night sufficient to indicate their position and extent;
- b) Marker buoys and similar objects floating and, on the surface, and intended to indicate the location of fixed fishing gear, shall be clearly marked at all time with the letter(s) and/or number(s) of the vessel to which they belong;
- c) Fish aggregating devices shall be clearly marked at all time with the letter(s) and / or number(s) of the vessel to which they belong.

Para 20: Vessel masters keep a bound fishing national logbook with consecutively numbered pages. The original recordings contained in the fishing logbooks shall be kept on board the fishing vessel for a period of at least 12 months.

Res 19/06 ON ESTABLISHING A PROGRAMME FOR TRANSHIPMENT BY LARGE-SCALE FISHING VESSELS

Para 1 Except under the programme to monitor transshipments at sea outlined in Section 2 of Resolution 19/06, all transshipment operations of tuna and tuna-like species and sharks caught in association with tuna and tuna-like fisheries in the IOTC area of competence (hereinafter referred to as “tuna and tuna like species and sharks”) must take place in port².

Para 2 Vessel masters of large scale tuna vessels³ (hereafter referred as the “LSTVs”) shall comply with the obligations set out in Annex 2 when transshipping in port.

² Port includes offshore terminals and other installations for landing, transshipping, packaging, processing, refuelling or resupplying (as defined by FAO Port State Measures Agreement)

³ Large Scale Tuna Vessel (LSTV) – fishing vessels targeting tuna and tuna like species that are over 24m LoA and are on the IOTC Record of Authorized Vessels

Annex – 1 Advance Request for Entry in Port – AREP



Ministério do Mar, Águas Interiores e Pescas

ADVANCE REQUEST FOR ENTRY IN PORT					
1 Intended port of call		<input type="checkbox"/> (Enter port name) <input type="checkbox"/> (Enter port name) <input type="checkbox"/> Other			
2 Port State		(Enter port State name)			
3 Estimated date and time of arrival		____/____/____ H ____ mn			
4 Purpose(s)		<input type="checkbox"/> Landing <input type="checkbox"/> Transshipping <input type="checkbox"/> Packaging <input type="checkbox"/> Processing of fish <input type="checkbox"/> Refueling <input type="checkbox"/> Resupplying <input type="checkbox"/> Maintenance <input type="checkbox"/> Drydocking <input type="checkbox"/> Force majeure			
5 Port and date of last port call		____/____/____			
6 Name of the vessel			7 Flag State		
8 Type of vessel			9 IRCS		
10 Vessel contact information					
11 Vessel owner(s)					
12 Certificate of registry ID			13 IMO ID		
14 External ID			15 IOTC ID		
16 VMS		<input type="checkbox"/> No <input type="checkbox"/> Yes: National <input type="checkbox"/> Yes RFMO(s)		Type:	
17 Vessel dimensions		Length	Beam	Draft	
18 Vessel master name and nationality					
19 Relevant fishing authorization(s)					
Identifier	Issued by	Validity	Fishing area(s)	Species	Gear
20 Relevant transshipment authorization(s)					
Identifier	Issued by	Validity			

21 Transshipment information concerning donor vessels								
<i>Date</i>	<i>Location</i>	<i>Name</i>	<i>Flag State</i>	<i>ID number</i>	<i>Species</i>	<i>Product form</i>	<i>Catch area</i>	<i>Quantity</i>
22 Total catch onboard							23 Catch to be offloaded	
<i>Species</i>		<i>Product form</i>	<i>Catch area</i>	<i>Quantity</i>		<i>Quantity</i>		

I,[Name], Master of the.....[Flag State] flagged vessel.....[Vessel Name] having declared my intention to enter.....[Name of port], hereby declare that:

- The above declaration is true and complete to the best of my knowledge and belief,
- I and my vessel have NOT engaged in or supported any form of IUU activity within the IOTC area,
- all fishing activities undertaken in the IOTC area were fully Compliant with the relevant IOTC requirements and Resolutions

Request must be transmitted to Ministry of the Sea, Inland Waters and Fisheries

Annex – 2 Conditions relating to in-port transshipment (extract)

General

1. Transshipment operations in port may only be undertaken in accordance with the procedures detailed below:

Notification obligations

2. Fishing vessel:
 - 2.1. Prior to transshipping, the Captain of the LSTV must notify the following information to the port State authorities, at least 48 hours in advance:
 - a) the name of the LSTV and its number in the IOTC record of fishing vessels;
 - b) the name of the carrier vessel, and the product to be transhipped;
 - c) The tonnage by product to be transhipped;
 - d) the date and location of transshipment;
 - e) the major fishing grounds of the tuna and tuna-like species and sharks catches.
 - 2.2. The Captain of a LSTV shall, at the time of the transshipment, inform its flag State of the following;
 - a) the products and quantities involved;
 - b) the date and place of the transshipment;
 - c) the name, registration number and flag of the receiving carrier vessel;
 - d) the geographic location of the tuna and tuna-like species and sharks catches.
 - 2.3. The captain of the LSTV concerned shall complete and transmit to its flag State the IOTC transshipment declaration, along with its number in the IOTC Record of Fishing Vessels, in accordance with the format set out in Annex II not later than 15 days after the transshipment.

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