



24 April 2023

## IOTC CIRCULAR 2023–31

Dear Madam / Sir

### VESSELS CHARTERING IN THE IOTC AREA OF COMPETENCE: MOZAMBIQUE – EUROPEAN UNION

Pursuant to paragraph 5 of IOTC Resolution 19/07, please find attached documents which I have received in relation to vessel chartering in the IOTC area of competence in 2023. The documents submitted by Mozambique as the chartering Contracting Party (received 12 April 2023), as required under paragraph 4.1, are provided in Appendix 1; and the documents submitted by European Union as the flag Contracting Party (received 18 April 2023) as required under paragraph 4.2, are provided in Appendix 2.

Yours sincerely

Christopher O'Brien  
Executive Secretary

Attachments:

- App 1. documents submitted by Mozambique.
- App 2. Documents submitted by European Union.

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



## Annex 1 - Mozambique

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

Reporting CPC: Mozambique

Date of first submission: 12/04/2023 without flag CP in copy, 2<sup>nd</sup> submission 13/04/2023 with flag CP in Copy

Number of vessels: 1

#### *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 and copy the flag CP 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 3, 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**

Flag CP in copie of e-MAIL NOTIFICATION	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	No flag CP (EU officials) in copy of email of 12/04/2023, Flag CP EU in copy the 13/04/2023.
Within 15 days, or, in any case, prior to 72 hours before commencement of fishing activities under a Charter agreement:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Notification received more than 15 days after the signature of the agreement, 1 day after commencement of fishing activities under the Charter agreement. Date of signature of the Agreement 11/01/2023. 1 license valid from 11/04/2023 to 31/12/2023. Commencement of operation 11/04/2023.

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 "" Info on Charter Aggrements 2023 - BONAR"
the registration of the chartered vessel;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	In excel file "" Info on Charter Aggrements 2023 - BONAR"
International Maritime Organization (IMO) ship identification number (if eligible);	<input checked="" type="checkbox"/>	<input type="checkbox"/>	In excel file "" Info on Charter Aggrements 2023 - BONAR"
b) the name of the beneficial owner(s) of the vessel;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	In excel file "" Info on Charter Aggrements 2023 - BONAR"
the contact address of the beneficial owner(s) of the vessel;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	In excel file "" Info on Charter Aggrements 2023 - BONAR"
c) the description of the vessel to be used under the charter including: the length overall,	<input checked="" type="checkbox"/>	<input type="checkbox"/>	In excel file "" Info on Charter Aggrements 2023 - BONAR"
the type of vessel;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Purse seiner In excel file "" Info on Charter Aggrements 2023 - BONAR"
the type of fishing method(s);	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Purse seine In excel file "" Info on Charter Aggrements 2023 - BONAR"
d) a copy of the chartering agreement;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Provided for the 1 vessel
any fishing authorization or license it has issued to the vessel;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Provided – 1 license valid from 11/04/2023 to 31/12/2023
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: <i>The vessel above has limitation for catch Y ellowfin tuna as stated in the fishing licence and no quota system for other tuna species licensed.</i> Quota set in fishing licence: Not more than 800 tons of Yellow fin.
the duration of the chartering arrangement;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Duration in Charter agreement: from 11/01/2023, no to date reported. Letter of consent states charter agreement valid until 11/01/2025. Provided – 1 licenses valid from 11/04/2023 to 31/12/2023.
e) its consent to the chartering agreement;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Letter of consent Ref Note Ref.182/075/ADNAP/SMP/2023, dated 6 April 2023.
f) the measures adopted to implement these provisions;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	T&C for tuna licensing, T&C valid for 2023 provided.



**CHARTER AGREEMENT FOR AN INDUSTRIAL TUNA FISHING VESSEL IN  
WATERS REGULATED BY THE IOTC AND THE EEZ OF MOZAMBIQUE**

BETWEEN:

**ONE:** BONAR FISHERIES HOLDINGS, LDA, a Commercial Company under private law, registered in the Registry Office of Legal Entities of Maputo, under the number 101034860, which is engaged in fishing, with headquarters at Avenida Zedequias Manganhela number 591, City of Maputo, Republic of Mozambique, holder of NUIT number 400002800, represented in these proceedings by ARMANDO JEQUE, acting in his capacity as CEO, hereinafter referred to as the FIRST PARTY, or the CHARTERER;

AND

**TWO:** Atuneros Congeladores y Transportes Frigoríficos S.A. (ATUNSA), with headquarters in Bermeo, Post Office Box nº 48370, Spain, and represented in these proceedings by Jan Zulueta in his capacity as Managing Director, hereinafter referred to as the CHARTER COMPANY or the SHIPOWNER.

**Article One  
(Purpose)**

1. The Vessel identified below, hereinafter referred to as the Vessel, property of the SHIPOWNER, intended for fishing, hereby becomes an integral part of the present agreement for all legal purposes:

Name of Vessel	IZURDIA
Registration Nº	3ª BI-2-1-04
Gross Tonnage (GT)	4089
Net Tonnage (NT)	1227
Ship Code	268439
Hull type	Steel
Length	108 meters
Width	16 meters
Height	
Beam	
Propulsion	Diesel - Wartsila
Port of Registry	Bermeo (Spain)

[initials]

[initials]



Year of Construction	2004
Call Sign	ECGM
IMO	9292785

The Ship IZURDIA, under the Spanish flag, and registered in the IOTC Registry, is authorized to operate in the Exclusive Economic Zone ('EEZ') of Mozambique and in the zone of jurisdiction of the IOTC, pursuant to the terms of Resolution 19/07.

2. The above-mentioned Vessel is carrying aboard materials and equipment for repair and the arts of fishing necessary for the purpose of this agreement, to catch tuna and the respective accompanying fauna, for the 2023 fiscal year, in accordance with IOTC Resolution 19/07 and the Fisheries Legislation in force in the Republic of Mozambique.
3. The Vessel will begin its fishing activities to catch the quota and accompanying fauna assigned to Bonar by the competent authorities of the Republic of Mozambique, after complying with all procedures of the IOTC and the Vessel's flag country (which must give its consent for the Charter in writing).

#### **Article Two (Conditions of Charter)**

1. The SHIPOWNER grants, and the CHARTERER receives under a charter arrangement the Vessel identified in Article One, to catch part of the fishing quota of Yellowfin granted by the IOTC to Mozambique and assigned to the CHARTERER by the competent authorities of Mozambique.
  - Target Resource: Tuna (Yellowfin) and Accompanying Fauna (the listed related species - skipjack- and patudo-bigeye).

The fishing activities are to be conducted in international jurisdictional waters of the IOTC and EEZ of Mozambique, pursuant to the terms of the limits established by the fishing license.
2. The Vessel will be handed over in a high technical state of readiness for operation and should be carrying aboard all documents and certificates necessary for the regular operation of the Vessel with a minimum validity of one (1) year.

[initials]

[initials]






3. THE CHARTERER is responsible for obtaining the fishing license necessary for the Vessel's fishing activities.
4. The Vessel may not be used to fish for other fishing quotas or rights simultaneously while it is covered by this charter agreement.
5. The commencement, suspension, resumption and cessation of the fishing operations covered by this agreement shall be communicated to the Mozambican authorities, the IOTC and to the Vessel's flag country.

In the event of catching the full quota, or of the suspension or termination of fishing operations covered by this agreement, the Vessel can be used to fish for the flag country's quota or such other quota as may be available.

6. The Charterer does not yet have its own fleet, and intends in view of the charter contracts and agreements already entered into with partners, to catch tuna and related species that are under-exploited according to the fisheries legislation in force in the Republic of Mozambique (Article 111, sub-paragraph "c" of the General Regulations of Maritime Fishing, of October 8, 2020).

#### **Article Three (Use of the Vessel)**

1. The flag, registration and home port of the Vessel will continue to be foreign.
2. During the period of use, when it is considered appropriate to do so, the Vessel can do the following:
  - A. Enter into Mozambican or foreign ports for purposes of unloading, taking on supplies or for other duly justified reasons. By the same token, catches are to be landed under the supervision of the parties and the Mozambican authorities in order to ensure that the ship's activities are not in violation of conservation and management measures recommended by Mozambican law and the IOTC.
  - B. To carry out in Port the transfer of the product on board to other Vessels also authorized to participate in the operation and vice-versa, when duly authorized by the competent Mozambican authorities;

[initials]

[initials]



3. The operations mentioned above can only take place when agreed upon in writing between the CHARTERER and the SHIOWNER.

4. Over and above his general duties, the Captain of the Vessel, shall be obliged to do the following:

- a) Comply with such instructions concerning fishing operations as may be given to him by the CHARTERER, as agreed with the SHIOWNER;
- b) Provide data concerning the ship's monitoring systems to the authorities of the Republic of Mozambique, of the Ship's flag country, and the Secretariat of the IOTC, in accordance with the relevant conservation and management measures.
- c) Provide the CHARTERER daily, by radio or other means, with the position and daily catch of the Vessel;
- d) Respect the laws and regulations of maritime tuna fishing in force in the Republic of Mozambique, the IOTC and among the contracting parties. Without impairment to the joint liability of the Charterer/Shipowner, the captain of the Vessel shall be liable for any possible infractions of fisheries legislation that he may happen to commit, and for full compliance with any resulting sanctions that may be imposed;
- e) Provide the CHARTERER, whenever called upon to do so, with any information useful for the management of the Vessel's activities;
- f) Respect the use of the Vessel for the purpose of this agreement. The use of the Vessel for purposes that fall outside the purpose of this agreement can only occur with a prior written agreement between the contracting parties;
- g) Provide the SHIOWNER with information regarding the inventories of materials, equipment and utensils placed on board by the CHARTERER, which belong to it;
- h) Allow on board the Vessel investigators, observers, Fisheries Inspectors, enforcement officials and scientists, whenever asked to do so by the competent Mozambican authorities and in accordance with Mozambican fisheries law and the measures of conservation and management of the IOTC (coverage of fishing effort by observers);
- i) Keep a copy permanently on board of documentation (such as the fishing license, maritime fishing regulations and other relevant documentation) concerning the charter.

[initials]



[initials]





**Article Four  
(Maintenance and Repair of the Vessel)**

The current technical maintenance, as well as repairs of the Vessel, shall be at the expense and risk of the SHIPOWNER.

**Article Five  
(Crew)**

1. The crew of the Vessel shall be made up of foreign and Mozambican crew members.
2. It is incumbent upon the SHIPOWNER to undertake the selection and choosing of the foreign and Mozambican members of the crew.
3. It is incumbent upon the foreign crew to collaborate in the technical preparation of any Mozambican crew members that the SHIPOWNER may decide to choose, as well as to ensure the technical and productive conditions for the use of the Vessel, with the Mozambicans on board having the same status as the foreign crew members.
4. It shall be incumbent upon the Captain of the Vessel to establish the working regime and procedures aboard the Vessel.

**Article Six  
(Production and Commercialization)**

1. The sale of the product of the Vessel in the external market is the responsibility of the CHARTERER, and the CHARTER COMPANY has the exclusive and irrevocable right to purchase it as soon as it is caught, at the fixed price of 125 euros per ton of Tuna (Yellowfin) and the respective Accompanying Fauna (listed and bigeye), payable to the CHARTERER upon presentation of a commercial invoice and within a maximum period of 30 days after the date of the invoice, by bank transfer or letter of credit (L/C) into the account of the CHARTERER in a commercial bank in Mozambique.

[initials]

[initials]





The remaining documentary credit conditions, if applicable, will be as follows:

Maximum period of validity for L/C - 90 days;

Documents to be presented for negotiation 21 days from the date of exportation;

Payable upon presentation of: an Original Invoice in three copies proving the value of the lot; A complete Bill of Lading (B/L) in 3 original copies; a Certificate of Origin;

For the conditions of the Letter of Credit (L/C) those that are to be applied are set forth in the regulations and Uniform Customs, publication number 500, of 1993, of the International Chamber of Commerce.

2. The sale of the Product on the internal market, should it prove to be viable and a matter of common accord between the parties, shall be the responsibility of the CHARTERER, which shall make an effort to ensure the best market prices;
3. Catching other non-targeted species that must be kept aboard and unloaded in accordance with IOTC Resolution 19/05, shall be the exclusive responsibility of the SHIPOWNER without any counterpart.
4. Landings of the product shall be attended by the parties, which shall draw up a signed record of the landing, quantifying the product, type and respective quality/calibre, where this is deemed suitable.

**Article Seven  
(Responsibilities of the parties)**

**Obligations of the Charterer**

The obligations of the Charterer are as follows, among other things:

- a) To obtain fishing licenses;
- b) To continuously oversee all fishing activities and ensure that the Vessel complies with the terms and conditions of the fishing license;
- c) Payment for fishing rights pursuant to the terms set forth by law;
- d) Payment of fishing license fees in accordance with fisheries legislation;
- e) Health certification for the products of fish landings;

[Initials]



[initials]



- f) To collaborate with the CHARTER COMPANY or SHIPOWNER in the choice of qualified Mozambican sailors who are to embark in the ship pursuant to the terms of this agreement;

#### **Obligations of the Charter Company**

The obligations of the CHARTER COMPANY are as follows, among other things:

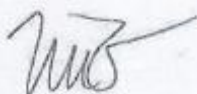
- a) To provide the relevant documents of the Vessel including, among others, the Certificate of Registration, the Certificate of Seaworthiness, the Radio Licence, and the Fishing Licence in the waters of third countries,
- b) To ensure that the Automatic Location Device (ALD) is always functional, as well as the instruments for differentiating fishing zones, in keeping with the relevant conservation and management measures of the IOTC;
- c) To ensure that the fishing Vessel has valid insurance against the risks inherent to the activity and for all personnel aboard;
- d) To ensure onboard logistics for the entire crew;
- e) To make payment of any fees relating to the entry, stay or departure of the Vessel in port, as well as the expenses of the Shipping Agent;
- f) To report catches made which will be counted as national catches pursuant to the terms of the applicable national legislation and for statistical purposes of the IOTC, as per the terms of Resolution 19/07;
- g) Provide an accredited interpreter to assist with communication;
- h) To supply the Vessel with fuel, lubricants, water, spare parts, fishing gear, including chemical products, repairs and maintenance of the Vessel and its equipment;
- i) To ensure the remuneration of the crew, including Mozambican sailors;
- j) To allow aboard the ship observers, investigators, fisheries inspectors, enforcement officials and scientists, whenever so requested by the competent Mozambican authorities.

#### **Article Eight (Charter Costs)**

The charter costs of the Vessel are to be covered by trade margins relating exclusively to commercialization of the product, with strict observance of the procedures inherent to operating in accordance with the exchange rate law in force in Mozambique, notably:

[initials]

[initials]





- a) Presentation of the commercial invoice or debit note;
- b) Charter Agreement of the Vessel or other equivalent document; and
- c) Proof of fulfilment of tax obligations relating to the transaction.

**Article Nine  
(Duration of Agreement)**

This agreement has a validity of 2 years, and can be renewed for 1 (one) year, as long as there has been no prior notification of cancellation by the parties received in 60 days prior to the date of termination, or there has been a lack of approval by the competent Mozambican authorities, the Vessel's flag country or by the IOTC, or else there is an insufficiency of the quota to make viable the sustainable use of the Vessel.

Without impairment to what is set forth in the foregoing paragraph, the fishing operations under this agreement may not last longer than 12 months cumulatively in any calendar year, and they may be annually reviewed to adjust them to terms imposed by Mozambican law and IOTC Resolution 19/07.

**Article Ten  
(Rescission of the agreement)**

1. This agreement can be immediately rescinded by either one of the parties for just cause, such as:
  - a) When either one of the parties fails to demonstrate full or partial fulfilment of any of the clauses and conditions established in this agreement, and does not make good or justify such failure in writing within 14 (fourteen) days after receiving notification from the other party;
  - b) In cases of *force majeure*;
  - c) In cases in which the Vessel may become paralyzed for a period greater than 90 (ninety) days due to technical problems;

**Article Eleven  
(Applicable Law)**

[initials]



[initials]



1. This agreement is governed by the Laws of the Republic of Mozambique, without impairment to application of the provisions of law of the Vessel's flag country concerning the technical operating capacity and seaworthiness of the Vessel.

#### **Article Twelve (Disputes)**

1. Any disputes arising from the interpretation or execution of this agreement, are initially to be resolved amicably.

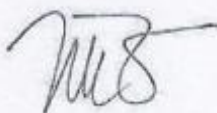
In the event of exhaustion of efforts at amicable settlement and arbitration methods, the Judicial Court of the City of Maputo has competence for dispute resolution, with the explicit understanding that no other entity is capable of resolving the dispute.

#### **Article Thirteen (General provisions)**

1. The parties undertake to maintain the confidentiality of all information on or relating to this agreement and its operation, and shall not disclose such information to third parties that is not required for purposes of auditing or pursuant to any law or with the prior consent of the other party.
2. No amendment to this Agreement shall be effective unless and until it has been set down in writing and signed by the Parties.
3. This Agreement is subject to annual review by both parties prior to the end of the fishing season, and can be altered at any time through a mutual agreement in writing between the parties.

#### **Article Fourteen (Alteration of this Agreement)**

[initials]





1. All alterations to this agreement shall be done in writing as Amendments that shall constitute an integral part hereof.
2. Neither one of the contracting parties to this agreement can transfer their obligations and rights arising from it to third parties without the written consent of [the other] party.

Done in Maputo (Mozambique) and Bermeo (Spain), on the eleventh day of January of 2023 in two (2) equal and original copies, of the same content and legal validity, with one (1) copy for the SHIPOWNER and one (1) copy for the CHARTERER.

On behalf of the SHIPOWNER

[STAMP:]

ATUNEROS CONGELADORES Y TRANSPORTES FRIGORIFICOS SA

[illegible signature]

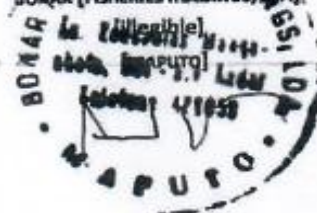


On behalf of the CHARTERER

ARMANDO JEQUE

[STAMP:]

BONAR (FISHERIES HOLDINGS, LDA)



**ADDENDA N.1 TO CHARTER AGREEMENT FOR AN INDUSTRIAL TUNA FISHING VESSEL IN  
WATERS REGULATED BY THE IOTC AND THE EEZ OF MOZAMBIQUE**

On the 5<sup>th</sup> day of April 2023, in Maputo (Mozambique) and Bermeo (Spain)

**BETWEEN**

ONE: BONAR FISHERIES HOLDINGS, LDA, a Commercial Company under private law, registered in the Registry Office of Legal Entities of Maputo, under the number 101034860, which is engaged in fishing, with headquarters at Avenida Zedequias Manganhela number 591, City of Maputo, Republic of Mozambique, holder of NUIT number 400002800, represented in these proceedings by ARMANDO JEQUE, acting in his capacity as CEO, hereinafter referred to as the FIRST PARTY, or the CHARTERER;

AND

TWO: Atuneros Congeladores y Transportes Frigoríficos S.A. (ATUNSA), with headquarters in Bermeo, Post Office Box nº 48370, Spain, and represented in these proceedings by Jan Zulueta in his capacity as Managing Director, hereinafter referred to as the CHARTER COMPANY or the SHIPOWNER.

Whereas the Charterer and the Shipowner executed on 11 January 2023 a Charter Agreement of the industrial fishing vessel "Izurdia" in waters regulated by the IOTC and the EEZ of Mozambique.

Now, freely and in good faith, this Addenda amends and modifies the Charter Agreement of the industrial fishing vessel "Izurdia" in waters regulated by the IOTC and the EEZ of Mozambique, dated 11 January 2023, made and entered into by the parties hereto, as follows:

**Single Clause  
(Amendment of Article Seven)**

Clause seven should read as follows:

**Article Seven  
(Responsibilities of the parties)**

**Obligations of the Charterer**

The obligations of the Charterer are as follows, among other things:

- a) To obtain fishing licenses;
- b) To continuously oversee all fishing activities and ensure that the Vessel complies with the terms and conditions of the fishing license;
- c) Payment for fishing rights pursuant to the terms set forth by law;
- d) Payment of fishing license fees in accordance with fisheries legislation;
- e) Health certification for the products of fish landings;
- f) To collaborate with the CHARTER COMPANY or SHIPOWNER in the choice of qualified Mozambican



- sailors who are to embark in the ship pursuant to the terms of this agreement;
- g) To monitor the fishing activity, record and report the catches to the relevant authorities pursuant to the terms of the Mozambique legislation and as per the terms of IOTC Resolutions;

#### **Obligations of the Charter Company**

The obligations of the CHARTER COMPANY are as follows, among other things:

- a) To provide the relevant documents of the Vessel including, among others, the Certificate of Registration, the Certificate of Seaworthiness, the Radio Licence, and the Fishing Licence in the waters of third countries,
- b) To ensure that the Automatic Location Device (ALD) is always functional, as well as the instruments for differentiating fishing zones, in keeping with the relevant conservation and management measures of the IOTC;
- c) To ensure that the fishing Vessel has valid insurance against the risks inherent to the activity and for all personnel aboard;
- d) To ensure onboard logistics for the entire crew;
- e) To make payment of any fees relating to the entry, stay or departure of the Vessel in port, as well as the expenses of the Shipping Agent;
- f) To report daily catches made to the Charterer which will be counted as Mozambique catches pursuant to the terms of the Mozambique legislation in force and for statistical purposes and quota allocation of the IOTC, as per the terms of Resolution 19/07;
- g) Provide an accredited interpreter to assist with communication;
- h) To supply the Vessel with fuel, lubricants, water, spare parts, fishing gear, including chemical products, repairs and maintenance of the Vessel and its equipment;
- i) To ensure the remuneration of the crew, including Mozambican sailors;
- j) To allow aboard the ship observers, investigators, fisheries inspectors, enforcement officials and scientists, whenever so requested by the competent Mozambican authorities.

Done and executed on the date and place mentioned in the preamble, with one (1) copy for the SHIPOWNER and one (1) copy for the CHARTERER.

On behalf of the CHARTERER

Bonar Fisheries Holdings Lda.



On behalf of the SHIPOWNER





Ministério do Mar, Águas Interiores e Pescas

## Administração Nacional da Pesca – ADNAP, IP

To: Indian Ocean Tuna Commission  
Att: IOTC Secretariat

In copy: Spanish Government

Note Ref. 192/075/ADNAP/SMP/2023

Date, 06<sup>th</sup> April, 2023

**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 2023 for the use of 01 purse seiner vessel as per the table below.

Nr.	Vessel name	Freighter	Charterer
01	IZURDIA	Atuneros Congeladores y Transportes Frigoríficos S.A. (ATUNSA)	BONAR FISHERIES HOLDINGS, LDA

The vessel above has limitation for catch Yellowfin tuna as stated in the fishing licence and no quota system for other tuna species licensed. In addition, and in accordance with the aforesaid IOTC Resolution, with regard the requirement in paragraph 4.1 (f), on measures in place for the aforementioned vessel, Mozambique would like to reiterate its commitment to fully implement IOTC resolutions.

The measures adopted to implement these provisions include: implementation of Terms and Conditions for Tuna Licensing, conduct pre-fishing briefing prior to commencement of fishing activity and monitor the vessel through VMS while in Mozambique EEZ.

Additionally, the charter agreement shall be valid up to 11 January 2025 and the vessel must comply with all other relevant conservation and management measures established by the IOTC.

Yours sincerely

**The Director General**

*Cassamo Hassane Cassamo*  
Cassamo Hassane Cassamo Júnior  
(Especialista)



*AKC*

AKC/akc

Administração Nacional das Pescas, Caixa Postal 1723, Maputo, Moçambique

Fax: 258-21-320.335 Tel. 258-21-358000 Cell: 258-82- 823061996, Web: [www.adnap.gov.mz](http://www.adnap.gov.mz) email: [adnap@adnap.gov.mz](mailto:adnap@adnap.gov.mz)





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

LIÇENÇA DE PESCA Nº: 066/407.00D60/23

Tipo de Licença: Industrial

Com Pavilhão: Espanha

Concedida a Embarcação de Pesca: IZURDIA

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 (Cerco)

Fauna Acompanhante Autorizada: Espécies Relacionadas do Atum

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

Nome e Endereço do Armador: Bonar Fisheries Holdings, Lda, Província: Maputo Cidade, Av. Zedequias Manganhela no 591 3o andar.

Nome, País e Endereço do Proprietário da Embarcação de Pesca: Atuneros Congeladores Y Transportes Frigoríficos S.A. C/Lamera: 1-2º Piso: 48370-Bermeo- Vizcaya-SPAIN

Porto e Número de Registo: BERMEO - 3 BI-2-1-04

Porto Base: ESTRANGEIRO

Indicativo de Chamada: ECGM

Nº do IMO: 9292785

Nº de Identificação Atribuído pela ADNAP: 00D60

Comprimento Total (m): 93.6

Boca (m): 16.0 Pontal (m): 10.4

Arqueação Bruta (Ton): 4089.0

Tipo de Refrigeração: Congelador

Cor do Costado: Vermelha

Cor da Superestrutura: Branca

Capacidade do Porão (Ton): 1227.0

Potência do Motor: 5660.0 KW

Outras Indicações e Averbamentos: VIDE OS TERMOS E CONDIÇÕES DE LICENCIAMENTO, EM ANEXO. A CAPTURA DA ESPÉCIE YELLOWFIN NÃO DEVE EXCEDER 800 TONELADAS.

Data de Emissão da Licença de Pesca: 11 de Abril de 2023 Válida de: 11 de Abril à 31 de Dezembro de 2023

Maputo Cidade, aos 11 de Abril de 2023

Director Geral

Cassamo Hassane Cassamo Júnior  
(Especialista)





# INFORMATION ON CHARTER AGREEMENT

		IOTC Number	879
		Vessel name	IZURDIA
		Registration number	3812104
		IMO number	9292785
		Flag at time of licencing	Spain (EU)
		International radio call sign	ECGM
		Vessel type	Purse seiners
		Length (LOA)	108
		Gross tonnage (GT)	4089
		Name of owner	ATUNEROS CONGELADORES Y TRANSPORTES FRIGORIFICOS, S.A.
		Address of owner	P.I. Landabaso 2 - Edificio Atunsa 48370 BERMEO (BIZKAIA)
		Name of the beneficial owner	ATUNEROS CONGELADORES Y TRANSPORTES FRIGORIFICOS, S.A.
		Address of the beneficial owner	P.I. Landabaso 2 - Edificio Atunsa 48370 BERMEO (BIZKAIA)
		Name of operator	BONAR FISHERIES HOLDINGS, LDA
		Address of operator	Av. Zedequias Manganhela, Nr.591, 3rd flow, Maputo City
		Name of charterer	BONAR FISHERIES HOLDINGS, LDA
		Address of charterer	Av. Zedequias Manganhela, Nr.591, 3rd floor, Maputo City
		Main target species	AG18-AGGR-Tropical tunas, swordfish, Albacore
	2023	Period of licence_From	11/04/2023
		Period of licence_To	31/12/2023
		Conception	



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 and national tuna fishing vessel masters that are licensed to fish in Mozambique's EEZ and also for national tuna fishing vessel masters authorized to fish outside Mozambique's EEZ.

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

Mozambique, Maputo, February 2023



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# **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 Maritime Fisheries Regulation – REPMAR;
- c) Regulation of fishing right concession and fishing licensing - Decree 60/2018 of 01 October
- d) Port State Measures Agreement – PSMA;
- e) All IOTC Resolutions – CMMs;
- f) United Nations Convention of the Law of the Sea – UNCLOS;
- g) United Nations Fish Stock Agreement – UNFSA;
- h) 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 01<sup>st</sup> January to 31<sup>st</sup> 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](mailto: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 (UTC) 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 Institute of the Sea – INAMAR, IP**) 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 'alive'. The catch and the mitigation measures to return these species to the sea 'alive' 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)**

#### **RESOLUTION 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.

#### **RESOLUTION 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 logbooks<sup>1</sup> 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 logbooks<sup>3</sup> and report such incidents.

## **RESOLUTION 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

<b>Mitigation</b>	<b>Description</b>	<b>Specification</b>
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"> <li>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.</li> <li>b) Aerial extent of bird-scaring lines must be greater than or equal to 100 m.</li> <li>c) Long streamers of sufficient length to reach the sea surface in calm conditions must be used.</li> <li>d) Long streamers must be at intervals of no more than 5m.</li> </ul> For vessels less than 35 m: <ul style="list-style-type: none"> <li>- Deploy at least 1 bird-scaring line.</li> <li>- Aerial extent must be greater than or equal to 75 m.</li> <li>- Long and/or short (but greater than 1 m in length) streamers must be used and placed at intervals as follows: <ul style="list-style-type: none"> <li>1. Short: intervals of no more than 2 m.</li> <li>2. Long: intervals of no more than 5 m for the first 55 m of bird scaring line.</li> </ul> </li> </ul> Additional design and deployment guidelines for bird-scaring lines are provided in Annex I of this Resolution.
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.



**RESOLUTION 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.

**RESOLUTION 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 State<sup>1</sup>, 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.

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).

**RESOLUTION 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.

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

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).

#### **RESOLUTION 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.

#### **RESOLUTION 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.

#### **RESOLUTION 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.

#### **RESOLUTION 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.



**RESOLUTION 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.

**RESOLUTION 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.

**RESOLUTION 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.

**RESOLUTION 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;

**RESOLUTION 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;

**RESOLUTION 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.

**RESOLUTION 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.

#### **RESOLUTION 21/01 ON AN INTERIM PLAN FOR REBUILDING THE INDIAN OCEAN YELLOWFIN TUNA STOCK IN THE IOTC AREA OF COMPETENCE**

Para 12: **Mozambique** will determine appropriate methods for achieving catch reductions for yellowfin, which could include capacity reductions, effort limits, etc., and will report to the IOTC Secretariat every year.

Para 19b: From 1 January 2022 to 31 December 2024: 3 supply vessels in support of not less than 10 purse seiners, all of the same flag State.

#### **RESOLUTION 22/02 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 port<sup>2</sup>.

Para 2: Vessel masters of large scale tuna vessels<sup>3</sup> (hereafter referred as the “LSTVs”) shall comply with the obligations set out in Annex 2 when transshipping in port.

Para 3 & 15: LSTLVs are prohibited to tranship at sea, unless they have obtained prior authorisation from their flag CPC. All at sea transshipment must be authorized by the competent authority and such transshipment shall be conducted in accordance with the procedures defined in Parts 4 and 5, and Annex III and Annex IV of this Resolution.

Para 11: Carrier vessels authorised for transshipment shall be required to install and operate a Vessel Monitoring System (VMS).

Para 17: The master and/or owner of the LSTLV concerned shall complete and transmit to its flag CPC, not later than 5 working days after the transshipment, the IOTC Transshipment Declaration, along with its number in the IOTC RAV, in accordance with the format in Annex III.

Para 24: The commencing or continuing at-sea transshipping in the IOTC area of competence without an IOTC regional observer on board, except in cases of “force majeure” duly notified to the IOTC Secretariat is prohibited.

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

<sup>3</sup> 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 Pesca

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

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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.
- ...



## Annex 2 - European Union

19 April 2023

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

Reporting flag CPC: European Union

Date of submission: 18/04/2023

Number of vessels: 1

*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:*

*4.2 The flag CP or Cooperating Non-Contracting Party, shall provide the following information to the IOTC Executive Secretary and copy the chartering CP:*

- a) its consent to the chartering agreement;*
- b) the measures adopted to implement these provisions; and*
- c) its agreement to comply with IOTC Conservation and Management Measures.*

*5. Upon receipt of the information required in paragraph 3, 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 4.2 by the flag CP or CnCP**

Chartering CP in copie of e-MAIL NOTIFICATION	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
Within 15 days, or, in any case, prior to 72 hours before commencement of fishing activities under a Charter agreement	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Notification received more than 15 days after the signature of the agreement, 7 days after commencement of fishing activities under the Charter agreement. Date of signature of the Agreement 11/01/2023. 1 license valid from 11/04/2023 to 31/12/2023. Commencement of operation 11/04/2023.

Information to be submitted	Complete	Incomplete	Comments
a) its consent to the chartering agreement;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	In e-MAIL dated 18/04/2023
b) the measures adopted to implement these provisions;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	In e-MAIL dated 18/04/2023
c) its agreement to comply with IOTC Conservation and Management Measures.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	In e-MAIL dated 18/04/2023



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**From:** VALLETTA Marco

**Sent:** 18 April 2023 11:08:07 (UTC+00:00) Monrovia, Reykjavik

**To:** Antonio Kechane Cuambe ; IOTC-Secretariat <IOTC-Secretariat@fao.org>

**Cc:** BILLIET Stijn (MARE) ; Domingue, Gerard (NFITD) <Gerard.Domingue@fao.org>; Florian Giroux IOTC <fg@iotc.org>; IOTC-Compliance <IOTC-Compliance@fao.org>; MARCOUX Benoît (MARE) < ; MAROT Laura (MARE) < ; MOLLEDO Luis (MARE) < ; Molina Schmid, Teresa ; Sarricolea Balufo, Lucia ; iyague@mapa.es ; ve\_mare.mare rfmo (MARE) <mare-rfmo@ec.europa.eu>

**Subject:** Charter agreement of vessel IZURDIA - MOZ report under resolution 19/07 - Ares(2023)2736021

[Charter agreement of vessel IZURDIA - MOZ report under resolution 19/07 - Ares\(2023\)2736021](#) (Please use this link only if you are an Ares user – Svp, utilisez ce lien exclusivement si vous êtes un(e) utilisateur d'Ares)

Dear IOTC secretariat, dear Antonio,

The European Union acknowledges the reception of the documents for the chartering agreement under IOTC Resolution 19/07. Consequently, with this email and under article 4.2 of Resolution 19/07, we would like to express the European Union's consent for the chartering agreement mentioned below, until the end of the 2023 fiscal year (31st December 2023).

The measures adopted to implement these provisions include: description of duties and obligation under IOTC CMMs in fishing licenses, monitoring of VMS activities, control of compliance with IOTC CMMs, and application of both national and European regulations, in particular Council Regulation (EC) No 1224/2009 of 20 November 2009 establishing a Community control system for ensuring compliance with the rules of the common fisheries policy and Commission Implementing Regulation (EU) No 404/2011 of 8 April 2011 laying down detailed rules for the implementation of Council Regulation (EC) No 1224/2009 establishing a Community control system for ensuring compliance with the rules of the Common Fisheries Policy.

In line with Regulation (EU) 2022/2343 of the European Parliament and of the Council of 23 November 2022 laying down management, conservation and control measures applicable in the Indian Ocean Tuna Commission (IOTC) Area of Competence, the EU confirms its agreement and commitment to comply with IOTC Conservation and Management Measures.

Best regards,

**Marco VALLETTA**

*Head of the EU delegation to the IOTC  
International Policy Officer*



**European Commission**

Directorate-General for Maritime Affairs and Fisheries

Unit B2 Regional Fisheries Management Organisations

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