

21 August 2024


IOTC CIRCULAR 2024-43

Dear Madam / Sir

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

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 2024. The documents submitted by Kenya as the chartering Contracting Party (Received 12/13 August 2024), as required under paragraph 4.1, are provided in Appendix 1 and 2; and the documents submitted by European Union as the flag Contracting Party (received 19 August 2024) as required under paragraph 4.2, are provided in Appendix 1 and 3.

Yours sincerely



Paul De Bruyn
Executive Secretary

Attachments:

- App 1: Chartering agreement European Union/Kenya
- App 2. Documents submitted by Kenya.
- App 3. 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

Dated as of the 20th day of May, 2024

PENIEL IMPORT EXPORT LIMITED

-and-

ECHEBASTAR FLEET, S.L.U.
(As the Parties)

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

Drawn By

MKA Law LLP
Advocates
Block C, Upper Hill Gardens
3rd Ngong Avenue
P.O. Box 32308-00600
NAIROBI



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

BETWEEN:

PENIEL IMPORT EXPORT LIMITED, a Commercial Company under private law, registered in the Registry Office of Kenya, under the number PVT-GYUQRBGJ, which is engaged in the fishing service, with headquarters at P.O Box 22244-00400 Embarkment Plaza Nairobi, represented in these proceedings by Kelvin Kaume Maingi acting in his capacity as Director hereinafter referred to as the "CHARTERER".

And

ECHEBASTAR FLEET, S.L.U., with headquarters in Bermeo, Post Office Box no. 48370, Spain, with the Fiscal Identification Number B95337432, and represented in these proceedings by D. Kepa Echevarria Elizondo in his capacity as CEO, hereinafter referred to as the "SHIPOWNER"

CLAUSE 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	ATERPE ALAI
IMO number	9842011
Gross Tonnage (GT)	2789
Net Tonnage (NT)	821
MMSI	224774000
Hull type	Fishing Vessel
Length	89.28
Width	14.35
Port of Registry	BERMEO. SPAIN
Year of Construction	2019
Call Sign	EAMT
IOTC No.	IOTC017253

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

2. The abovementioned 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 2024 fiscal year, in accordance with IOTC Resolution 19/07 the Fisheries Legislation in force in the Republic of Kenya

3. The Vessel will begin its fishing activities to catch the quota and accompanying fauna assigned to the CHARTERER by the competent authorities of the Republic of Kenya, after complying with all procedures of the IOTC and the Vessels flag country (which must give its consent for the Charter in writing).

The validity of this contract is subject to the prior authorisation by the competent administration of the European Union and the Government of Spain allowing the possibility of carrying out the chartering, as well as to the condition that such chartering does not affect the quota available to the SHIPOWER in the Indian Ocean.

CLAUSE TWO. – CONDITIONS OF CHARTER

1. The SHIOWNER grants, and the CHARTERER receives under a charter arrangement the Vessel identified in Clause One, to catch **part of** the fishing quota of Yellowfin granted by the IOTC to Kenya and assigned to the CHARTERER by the competent authorities of Kenya, with a total catch allowed of 3,500 tons of yellowfin Tuna or thereabout to be shared by all the licensed operators.

Target Resource: Tuna (Yellowfin, skipjack and Bigeye) and Accompanying Fauna). The fishing activities are to be conducted in International jurisdictional waters of the IOTC and EEZ of Kenya 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.
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 quota 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 Kenya 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.

CLAUSE THREE. – USE OF THE VESSEL

1. The flag, registration and homeport 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 Kenya or foreign ports for purposes of unloading, taking on supplies or for other duly justified reasons. For the same reason, catches are to be landed under the supervision of the parties and the Kenya authorities, or by a third party agreed by them, in order to ensure that the ship's activities are not in violation of conservation and management measures recommended by Kenya 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 Kenya authorities.
3. The operations mentioned above can only take place when agreed upon in writing between the CHARTERER and the SHIPOWNER.
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 SHIPOWNER;
 - b) Provide data concerning the ship's monitoring systems to the authorities of the Republic of Kenya, 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 Kenya, 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 SHIPOWNER 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 Kenya authorities and in accordance with Kenya 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.

CLAUSE 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.

CLAUSE FIVE. – CREW

1. The crew of the Vessel shall be made up of foreign and Kenyan Crew in accordance with the Laws of Kenya, specifically, the Fisheries Management and Development Act, Cap 378. It is incumbent upon the SHIPOWNER to undertake the selection and choosing of the foreign and Kenyan members of the crew.
2. It is incumbent upon the foreign crew to collaborate in the technical preparation of any Kenya crewmembers 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 Kenyan crew members on board having the same status as the foreign crewmembers.
3. It shall be incumbent upon the Captain of the Vessel to establish the working regime and procedures aboard the Vessel.

CLAUSE 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 Shipowner has the exclusive and irrevocable right to purchase it as soon as it is caught, at **a price to be decided** per MT of Tuna (Yellowfin) and the respective Accompanying Fauna (Skipjack and Bigeye), payable to the CHARTERER upon presentation of a commercial invoice and within a maximum period of 15 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 Kenya.

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

Maximum period of validity few 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 SOO, 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, or any other party agreed by them, which shall draw up a signed record of the landing, quantifying the product, type and respective quality/calibre, where this is deemed suitable.

CLAUSE SEVEN. – RESPONSABILITIES 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 Kenya 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 the terms of the Kenya legislation and as per the terms of IOTC Resolutions.

Obligations of the Shipowner

The obligations of the SHIPOWNER 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 (ALO) 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 on-board 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 Kenya catches pursuant to the terms of the applicable national legislation in force and for statistical proposes and quota allocation of the IOTC, as per the terms of IOTC Resolutions.
- 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 Kenya sailors;
- j) To allow aboard the ship observers, Investigators, fisheries Inspectors, enforcement officials and scientists, whenever so requested by the competent Kenya authorities.

CLAUSE 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 Kenya, notably:

- 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.

CLAUSE NINE. – AGREEMENT Duration

1. This agreement has a validity of 1 year, and may be renewed for another 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 Kenya authorities, the Vessel's flag country or by IOTC, or else there is an insufficiency of the quota to make viable the sustainable use of the Vessel.
2. 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 Kenya law and IOTC Resolution 19/07.

CLAUSE TEN. – RESCISSION OF THE AGREEMENT

This agreement may 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;

CLAUSE ELEVEN. – APPLICABLE LAW

This agreement is governed by the Laws of the Republic of Kenya 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.

CLAUSE TWELVE. – DISPUTES

1. Any disputes arising from the Interpretation or execution of this agreement, are initially to be resolved amicably.
2. In the event of exhaustion of efforts at amicable settlement and arbitration methods, the London Court of International Arbitration has competence for dispute resolution, with the explicit understanding that no other entity is capable of resolving the dispute.

CLAUSE 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.

CLAUSE FOURTEEN. – ALTERATION OF THIS AGREEMENT

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 Nairobi (Kenya) and Bermeo (Spain), on the 6th day of March of 2024 in two (2) equal and original copies, of the same content and legal validity, with one (1) copy for the SHIOWNER and one (1) copy for the CHARTERER.

IN WITNESS WHEREOF this Agreement has been duly executed by or on behalf of the Parties as of the day and year first above written.

PENIEL IMPORT EXPORT LIMITED

SIGNED on behalf of
Peniel Import Export Limited

Director: 

In the Presence of:



ECHEBASTAR FLEET, S.L.U

SIGNED on behalf of
Echebatar Fleet, SLU

Director:
Kepa Echevarria Elizondo

In the Presence of:



Drawn by:

MKA Law LLP
Advocates & Commissioners for oaths
Block C, Suite 23, Upper Hill Gardens
3rd Ngong Avenue
P.O. Box 32308-00600
NAIROBI



REPUBLIC OF KENYA
THE FISHERIES ACT, 2016
KENYA FISHERIES SERVICE



FOREIGN FISHING CRAFT LICENSE

NO. DFCL-QJUKJ

NAME OF LICENSE peniel import export ltd		2.PERMANENT ADDRESS OF LICENSEE embankment plaza 7th floor, 30,	
3.NAME AND ADDRESS OF OWNER IF THE ABOVE IS DIFFERENT FROM ABOVE N/A		4. NAME AND ADDRESS OF AGENT OR LEGAL REPRESENTATIVE IN KENYA KELVIN KAUME MAINGI	
(5.A) NAME AND ADDRESS OF MASTER OF VESSEL (COPY OF WORK PERMIT TO BE ATTACHED IF NOT KENYAN) ATERPE ALAI		(5.B) LIST OF NAMES OF CREW (WITH WORK PERMIT NUMBERS INCASE OF NON-KENYANS TO BE ATTACHED).	
6.NAME OF VESSEL ATERPE ALAI	7.TYPE OF VESSEL PURSE SEINE	8. PORT AND COUNTRY OF REGISTRATION SPAIN	9. REGISTRATION NUMBER BERMEO
10. FISHING CRAFT IDENTIFICATION NUMBER 3BI-2-1-18	11. LENGTH 45 89.28M Meters	12. REGISTERED NET TONNAGE 821 Tons	13. ENGINE HORSE POWER 4500
14.RADIO CALL SIGN 2 VHF SAILOR , BLU SAILOR 6320 250 W,VHF-GMDSS SAILOR	15. FREQUENCY 3	16. AREA TO BE FISHED WESTERN INDIAN OCEAN	17. SPECIMEN OF FISH TO BE TAKEN YELLOW FIN BIGEYE SKIPJACK
18. TONNAGE OF ALLOWABLE CATCH AS PER QUOTA ESTABLISHED BY IOTC	19. REQUIREMENTS CONCERNING DISPOSAL OF INCIDENTAL CATCH As per NO.3	20. REPORTING REQUIREMENTS As per NO.6	21. AUTHORIZED LANDING PLACES MOMBASA, SEYCHELLES OR ANYPORT IN INDIAN OCEAN
22. SPECIMEN CONDITIONS FROZEN	23. PERIOD OF VALIDITY FROM 13 June, 2024	TO 16 June, 2025	24. FEES PAID USD 5.0e4
OFFICIAL RECEIPT NUMBER N/A	25.DATE OF ISSUE 07 August, 2024		

DIRECTOR - GENERAL

Signature

CONDITIONS OF FOREIGN FISHING VESSELS LICENCE

1. COMPLIANCE WITH ALL THE PROVISIONS OF
 - I. LEGAL NOTICE NO.35/91 OF THE FISHERIES ACT XAP378
 - II. LAW OF SEA ESPECIALLY UN CONVENTION ON THE CONSERVATION AND MANAGEMENT OF STRADDLING FISH STOCKS AND HIGHLY MIGRATORY FISH STOCK
 - III. LEGAL NOTICE NO.35/91 OF THE FISHERIES ACT XAP378
2. NO FISHING WITHIN KENYA'S TERRITORIAL WATERS (12 NAUTICAL MILES) AT ALL TIMES.
3. ALL MARINE MAMMALS INCIDENTALLY CAUGHT MUST BE RETURNED TO SEA AND A REPORT MADE TO DIRECTOR OF FISHERIES.
4. SHOULD REPORT TO THE DIRECTOR OF FISHERIES WHENEVER ENTERING OR LEAVING THE KENYAN EEZ AND SPECIFY THE CARGO ON BOARD TIME AND COORDINATES OF ENTRY OR EXIT.
5. REPORT ANY TRANSSHIPMENTS MADE IN KENYA'S EEZ AND LOCATION FOR AUTHORIZATION.
6. SUBMIT WEEKLY CATCH DATA TO THE DIRECTOR OF FISHERIES IN THE PRESCRIBED FORM IN ACCORDANCE WITH REGULATION 32 OF LEGAL NOTICE NO. 35/91.
7. MUST RESPOND TO CALLS MADE BY FISHERIES AUTHORITY OR KENYA NAVY WHENEVER FISHING IN KENYA'S EEZ.
8. COMPLY WITH BOARDING DEMANDS BY AUTHORISED FISHERIES AUTHORITY OR KENYA NAVY WHENEVER DEEMED NECESSARY

From: [Shadrack Machua](#)
To: [IOTC-Secretariat](#); [Kefs Go Info](#); [To: Kelvin](#); [polynyaga](#); [Cc: VALLETTA](#); [tmolina](#); [DeBruyn, Paul \(NFITD\)](#); [Domingue, Gerard \(NFITD\)](#); [IOTC-Compliance](#); [Giroux, Florian \(NFITD\)](#)
Cc: [karemeri](#); [Elizabeth Mueni](#); [Robert Innocent](#)
Subject: 2. NOTIFICATION BY CHARTERING CONTRACTING PARTY OF SPANISH FLAGGED PURSE SEINE VESSEL FV ATERPE ALAI (IOTC017253)
Date: 13 August 2024 00:00:39
Attachments: [image001.png](#)
[DFCL-QJUKJ-Foreign_Craft_Fishing_License_Certificate\[1\].pdf](#)

Dear Secretariat @IOTC

Further to our letter ref No. KeFS/IFVLC/Vol. 1/(010) dated 8th Aug 2024 and in reference to your email dated 12th Aug 2024, we bring your attention as follows:

1. The vessel having met the requirements of chartering in Kenya pursuant to Section 131 of the Fisheries Management and Development Act, Cap 378 and IOTC resolution 19/07 has been duly licensed to operate for 1 year through Foreign fishing Craft licence No. **DFCL-QJUKJ** issued on 7th August 2027 (Copy attached for reference)
2. The notification serves as consent to the charter agreement whose copy have been shared and the vessel duly licensed. The flag CG consented to the Chartering arrangement subject to obtaining a fishing licence from Kenya.
3. The vessel shall start operating 72 hours after the notification is done pursuant to article 4.1 if the IOTC res 19/07. Precisely, the operations shall start on Wednesday 14th August 2024.
4. The following measures have been adopted to implement the provisions:
 - a. The vessel was inspected and complies with the SWIOFC MTCs
 - b. Kenya has a vessel Monitoring System (VMS) and contributes to the regional VMS
 - c. Observer programme. The country has a robust observer programme with all her industrial fleet covered.
 - d. The landings will be done at a designated port nationally of it authorised to land in a port outside Kenya it will be conducted in presence of Competent authority inspectors.
 - e. the vessel is duly authorised to fish in the EEZ of Kenya and high seas. An authority to fish outside national jurisdiction will also be issued to the vessel
 - f. logbook requirement - Kenya has national fishing logbook and the vessel will be subject to the same while in operation
 - h. the vessel will be subject to all reporting requirements pursuant to existing fisheries laws and regulations.

Regards
For KeFS



**REPUBLIC OF KENYA
KENYA FISHERIES SERVICE
OFFICE OF THE DIRECTOR GENERAL**

Email: kefs@kilimo.go.ke
Telephone: 2716103
When replying please quote;

NHIF Building, 13th Floor
RAGATI ROAD
P.O. Box 48511-00100
NAIROBI

KeFS/IFVLC/VOL.I/(010)

8th August, 2024

Executive Secretary

Indian Ocean Tuna Commission (IOTC) Secretariat
Blend Seychelles Building (2nd floor)
Providence
P. O. Box 1011

Victoria Mahé – SEYCHELLES

Tel: +248 4225494

E-mail: IOTC-Secretariat@fao.org

**RE: NOTIFICATION BY CHARTERING CONTRACTING PARTY OF SPANISH
FLAGGED PURSE SEINE VESSEL FV ATERPE ALAI (IOTC017253)**

This is in reference to the above subject.

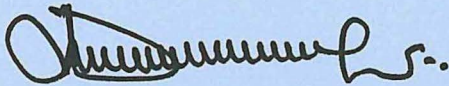
Pursuant to section 131 of the Fisheries Management and Development Act, Cap 378 and article 4.1 of the Indian Ocean Tuna Commission (IOTC) Resolution 19/07, Kenya notifies chartering of the above vessel through a charter agreement between Peniel Import Export Limited (*Charterer*) and Echebstar Fleet, S.L.U. (*Shipowner*) for a period of 1 year. The vessel details are as follows:

Vessel Name	Aterpe Alai
Flag State	Spain (EU)
IMO No.	9842011
MMSI	224774000
Call sign	EAMT
Registration No.	ESP000100101
IOTC No.	IOTC017253
Gross Tonnage (MT)	1789
Net Tonnage (MT)	821
LOA (M)	89.28
Width (M)	14.35
Port of Registry	Bermeo, Spain
Type of Vessel	Purse seiner
Fishing Gear	Purse seine

Foreign Fishing Craft Licence No.	DFCL-QJUKJ
Beneficial Owners	1. Peniel Import Export Ltd Reg No: PVT-GYUQRBGJ Embarkment Plaza P.O. Box 22244-00400 NAIROBI
	2. Echebatar Fleet SLU ID No. B-95-337.432 MUELLE ERROXAPE S/N, BERMEO, 48370, BIZKAIA (SPAIN)

Attached herewith please find the following documents for your further consideration.

1. Signed Charter agreement between the charterer and shipowner; and
2. Consent from the flag Contracting Party (CP)



Daniel Mungai
DIRECTOR GENERAL

Copy to:

H.E. Ambassador/Head of Mission

Embassy of the Republic of Kenya in Belgium
Mission to the European Union
BRUSSELS

Principal Secretary

State Department for the Blue Economy and Fisheries
Ministry of Mining, Blue Economy and Maritime Affairs
14th Floor NHIF Building, Ragati Road
NAIROBI

Mrs. Teresa Molina Schmid

Deputy Director for Agreements and
Regional Fisheries Management Organisations (RFMOs)
Ministry of Agriculture, Fisheries and Food
MADRID, KINGDOM OF SPAIN

Appendix 3 EU

From: MAROT Laura <Laura.MAROT@ec.europa.eu>

Sent: Monday, August 19, 2024 4:49 PM

To: IOTC-Compliance <IOTC-Compliance@fao.org>; DeBruyn, Paul (NFITD) <Paul.DeBruyn@fao.org>; IOTC-Secretariat <IOTC-Secretariat@fao.org>

Cc: VALLETTA Marco <Marco.VALLETTA@ec.europa.eu>; MARE-RFMO@ec.europa.eu; MARCOUX Benoit <Benoit.MARCOUX@ec.europa.eu>; kkaume@gmail.com; polynyaga@kefs.go.ke; info@kefs.go.ke

Subject: RE: NOTIFICATION BY CHARTERING CONTRACTING PARTY OF SPANISH FLAGGED PURSE SEINE VESSEL FV ATERPE ALAI (IOTC017253)

Dear colleagues,

I hereby notify the agreement of the European Union with the chartering agreement of the EU fishing vessel Aterpe Alai.

The measures adopted to implement the provisions of resolution 19/07 are detailed in the charter agreement and temporary permission.

The EU confirms its agreement to comply with IOTC conservation and management measures, as specified in the charter agreement.

Considering our notification on this date and time, could the IOTC secretariat confirm the earliest time and date when the fishing operations can start (in 72h) so we all share the same understanding and can communicate this to the operator?

Best regards,

Laura MAROT

Alternate Head of the EU delegation to the IOTC

International Relations Officer



European Commission

Directorate-General for Maritime Affairs and Fisheries

Unit B2 Regional Fisheries Management Organisations

J99 03/72

B-1049 Brussels/Belgium

+32 2 29-82243

laura.marot@ec.europa.eu