

07 October 2026

IOTC CIRCULAR

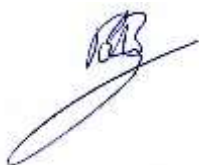
2026-42

Dear Madam / Sir

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

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 2026. The documents submitted by Mozambique as the chartering Contracting Party (Received 23 September 2026), as required under paragraph 4.1, are provided in Attachments 1 and 2; and the documents submitted by European Union as the flag Contracting Party (received 02 October 2026) as required under paragraph 4.2, are provided in Attachments 1 and 3.

Yours sincerely



Paul De Bruyn
Executive Secretary

Attachments:

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

Distribution

IOTC Contracting Parties: Australia, Bangladesh, China, Comoros, 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, Panama. **Intergovernmental Organisations, Non-Governmental Organisations.** **Chairperson IOTC.** **Copy to:** FAO Headquarters, FAO Representatives to CPCs.

This message has been transmitted by email only



República de Moçambique
Ministério do Agricultura, Ambiente e Pescas
Direcção Nacional de Pescas e Aquacultura – DINAPA

To: Indian Ocean Tuna Commission
Att: IOTC Secretariat

In copy: EU, Spanish Government

Note Ref. 574/DINAPA-DLPA/ 212/2026 Date: 23th September, 2026

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 4th February 2028 and the vessel must comply with all other relevant conservation and management measures established by the IOTC.

Yours sincerely

The National Director

Lucinda Isabel Mangue
Lucinda Isabel Mangue
(Especialista)



ADDENDUM No. 1

**TO THE CHARTER AGREEMENT FOR AN INDUSTRIAL TUNA FISHING VESSEL
DATED 4 FEBRUARY 2026**

This Addendum is made on this 22 day of June 2026, by and between:

BONAR FISHERIES HOLDINGS, LDA, hereinafter referred to as the **CHARTERER**;

and

ATUNEROS CONGELADORES Y TRANSPORTES FRIGORÍFICOS S.A. (ATUNSA), hereinafter referred to as the **SHIPOWNER**.

PREAMBLE

WHEREAS, the Parties entered into a Charter Agreement dated 4 February 2026 concerning the vessel **IZURDIA**;

WHEREAS, under the Charter Agreement, the Vessel was authorized to operate in the waters under the competence of the Indian Ocean Tuna Commission ("IOTC") and the Exclusive Economic Zone of Mozambique; and

WHEREAS, due to the current dormant fisheries agreement between the European Union and the Republic of Mozambique, the Parties wish to amend the operational fishing areas applicable to fishing activities under the Mozambique quota.

NOW, THEREFORE, the Parties agree as follows:

Article One

(Amendment of Fishing Areas)

1. Article Two, Clause 2 of the Charter Agreement shall be amended and replaced in its entirety by the following:

"Fishing activities targeting Yellowfin tuna and associated species under the quota allocated to the Republic of Mozambique within the framework of the Indian Ocean Tuna Commission shall be restricted exclusively to:

- a) the high seas under the area of competence of the IOTC; and
 - b) the Exclusive Economic Zones (EEZs) of other Contracting Parties to the IOTC, provided that access thereto is expressly authorized and/or licensed by the competent authorities of such States."
2. For the avoidance of doubt, no fishing activities under the Mozambique quota may be undertaken within the EEZ of Mozambique for the duration of the suspension or dormancy of the Fisheries Agreement between the European Union and Mozambique, unless otherwise expressly authorized by the competent Mozambican and UE authorities,

Article Two

(Continuity of the Agreement)

1. All other terms and conditions of the Charter Agreement shall remain unchanged and in full force and effect.
2. This Addendum shall form an integral part of the Charter Agreement.

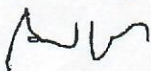
Done in two (2) originals of equal legal validity.

The SHIPOWNER

Atuneros Congeladores y Transportes Frigoríficos SA

The CHARTERER

Bonar Fisheries Holdings Lda.



**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 Mozambique 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), a Commercial Company under Spanish law with headquarters in Bermeo, Caixa Postal nº 48370, Spain, and represented in these proceedings by Jon Zulueta in his capacity as Director, hereinafter referred to as the CHARTER COMPANY or the SHIPOWNER.

Preamble

In January 2023, the parties signed a charter contract for industrial tuna fishing in international waters of the IOTC and the EEZs of Mozambique. It is the wish of the parties to renew the agreement signed at that time for a new period, which they are doing through this contract and in accordance with the following clauses.

**Article One
(Purpose)**

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

Name of Vessel	IZURDIA
Registration n.	3ª BI-2-I-04
Gross Tonnage (GT)	4089
Net Tonnage (NT)	1227
Ship Code	268439

Hull Type	Steel
Lenght	108m
Width	16m
Propulsion	Diesel - Wartsila
Call sign	ECGM
IMO n.	9292785
Port of Registry	Bilbao (Espanha)
Year of Construction	2004

[initials]

[initials]

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 fishing equipment necessary for the purpose of this agreement, to catch tuna and the respective accompanying fauna for the 2026 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).

2. The fishing activities are to be conducted in area of competence of the IOTC and/or EEZ of Mozambique, pursuant to the terms and limits established by the fishing license.
3. The Vessel will have to call a national port for prior inspection and processing of other administrative aspects in accordance with the Mozambique fisheries legislation in port if required by the Mozambique authorities.
4. 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]

5. THE CHARTERER is responsible for obtaining the fishing license necessary for the Vessel's fishing activities.
6. The Vessel may not be used to fish for other fishing quotas or rights simultaneously while it is covered by this charter agreement.
7. 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.

8. 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]

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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 Mozambique, of the Vessels'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 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 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 Marketing)**

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 a yearly price per ton of Tuna (Yellowfin) to be timely agreed between the parties according to market standards and the respective Accompanying Fauna (skypjack 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]

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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;
- 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;

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[initials]

- 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:

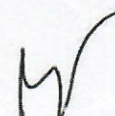
- a) To provide the relevant documents of the Vessel including, among others, the Certificate of Registration, the Certificate of Seaworthiness, the Radio Licence, and the Fishing Licence in the waters of third countries,
- b) To ensure that the Automatic Location Device (ALD) is always functional, as 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 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.

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 with tacit renewal for equal periods, 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 fourth day of February 2026 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.

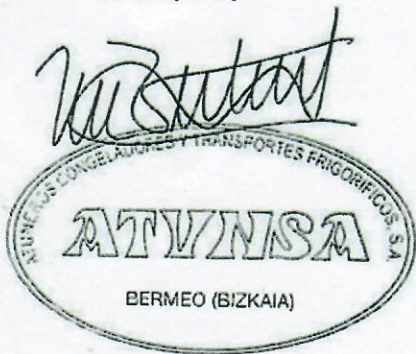
On behalf of the SHIPOWNER

Jon Zulueta

[STAMP:]

ATUNSA

BERMEO (SPAIN)



On behalf of the CHARTERER

Armando Jeque

[STAMP:]

BONAR FISHERIES HOLDINGS, LDA





REPUBLIC OF MOZAMBIQUE
MINISTRY OF AGRICULTURE, ENVIRONMENT AND FISHERIES
NATIONAL DIRECTORATE OF FISHERIES AND AQUACULTURE

RUA CONSIGLIERI PEDROSO, Maputo City, CP. 1723, Maputo

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e-mail: geral@maap.gov.mz || website: www.agricultura.gov.mz

CERTIFICATE OF AUTHORISATION TO FISH OUTSIDE THE NATIONAL JURISDICTION

Authorisation No:066/407.00D60/2026

FISHING VESSEL AND FISHING AREA DETAILS:

VESSEL NAME:	IZURDIA	IMO NO:	9292785
TYPE OF VESSEL:	PURSE SEINER	IOTC NO:	879
REGISTRATION NO:	3 BI-2-1-04	NAME OF OPERATOR:	BONAR FISHERIES HOLDINGS, LDA
RADIO CALL SIGN:	ECGM	ADDRESS OF OPERATOR:	AV. ZEDEQUIAS MANGANHELA, NO. 591, 3TH FLOOR, MAPUTO, MOZAMBIQUE
PORT OF REGISTRATION:	BERMEO	FISHING GEAR:	PURSE SEINES
LENGTH (m):	108.0	AREA OF OPERATION	FAO AREAS 51 & 57
TONNES (GT)	4089	EEZs AUTHORISED:	NONE
-	-	HOME PORT	NACALA

CONDITIONS:

- The catch of yellowfin tuna should not exceed **800 tons**.
- The "Terms & Conditions of Mozambique Tuna Licence and Authorisation to Fish Outside Mozambique's EEZ" are attached to and form an integral part of the this Authorisation;
- The Vessel Master adheres to all the regulatory measures of the Regional Fisheries Management Organisation of the fishing grounds where is authorised to operate;
- The Vessel Master does not fish in any EEZ unless expressly authorised in this Certificate;
- The Vessel Master adheres to all the regulatory measures of any third party in which he is authorised to fish;
- The Vessel Master complies with all IOTC Resolutions applied to the type of vessel and also the laws, rules and regulations promulgated thereon.

This Certificate of Authorisation is non-transferable.

This Certificate is valid from 2026/09/22 to 2026/12/31

THE NATIONAL DIRECTOR

LUCINDA ISABEL MANGUE

Attachment 2 Documents submitted by Mozambique

INFORMATION ON CHARTER AGREEMENT

[illegible]



REPUBLIC OF MOZAMBIQUE

MINISTRY OF AGRICULTURE, ENVIRONMENT AND FISHERIES
NATIONAL DIRECTORATE OF FISHERIES AND AQUACULTURE

**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 2026

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

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

General

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

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

1. Legal:

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

- a) Mozambique National Fisheries Law 22/2013 of 01 November;
- b) Mozambique Maritime Fisheries Regulation – REPMAR – Decree 89/2020 of 08 October;
- 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 01st January to 31st December or portion of that year, according to issuance date, and may be re-issued annually at the decision of the Director General of National Fisheries Administration.

5. Zone Entry/Exit/Catch Reports:

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

Longitude;

iv. Catch onboard the vessel by species and weight in kg unit.

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

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

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

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

6. Port entry reports: IOTC Resolution 16/11

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

7. Designated Fishing Ports:

Maputo, Beira and Nacala Ports are the only ports designated for foreign fishing vessel access and fishing operations (pre-fishing briefings, landing, transshipment, repairs and supplies) under the terms and conditions of pre-notification in the PSMA, except for *force majeure* where the vessel master must contact Mozambique fisheries authorities (**National 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 logbooks¹ and report such incidents.

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

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

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

- a. while fishing in the IOTC area:
 - i. To the extent practicable, avoid encirclement of marine turtles, and if a marine turtle is encircled or entangled, take practicable measures to safely release the turtle in accordance with the handling guidelines in the IOTC Marine Turtle Identification Cards;
 - ii. To the extent practicable, release all marine turtles observed entangled in fish aggregating devices (FADs) or other fishing gear;
 - iii. If a marine turtle is entangled in the net, stop net roll as soon as the turtle comes out of the water; disentangle the turtle without injuring it before resuming the net roll; and to the

- iv. Carry and employ dip nets, when appropriate, to handle marine turtles.
- b. adopt FAD designs that reduce the incidence of entanglement of marine turtles according to international standards;
- c. record all incidents involving marine turtles during fishing operations in their logbooks³ and report such incidents.

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

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

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

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

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

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, brailled 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

Para12: 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 23/01 ON THE MANAGEMENT OF ANCHORED FISH AGGREGATING DEVICES (AFADS)

Para 12: All vessels deploying new AFADs or replacing existing ones, must take into account the nature and profile of the sea bottom when choosing a site and, where possible, avoid sites with steep slopes to minimise the risk of AFAD loss.

Para 13: Vessel masters shall ensure that the upper floatation of AFADs is suitable for offshore, high current deployments by using designs which are streamlined to reduce drag and resistance to currents and waves.

Para 14: Vessel masters shall ensure that only non-entangling and non-mesh materials are used in the sub-surface aggregates of AFADs.

Para 15: All operators must construct AFADs from materials that will ensure increased longevity so that they continue to retain their integrity for the longest lifespan possible. Where sub-surface aggregators are attached to the mooring line of AFADs, the operators should ensure that these aggregators are constructed from bio-degradable materials.

RESOLUTION 23/05 ON ESTABLISHING A PROGRAMME FOR TRANSHIPMENT BY LARGE-SCALE FISHING VESSELS

Para 1: Except under the programme to monitor transshipments at sea provided below in paragraph 4, 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 (tuna and tuna like species and sharks) shall take place in port¹.

Para 2: Vessel masters of large scale tuna vessels² (hereafter referred as the “LSTVs”) shall comply with the obligations in Annex I when transshipping in port.

Para 6 & 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.

¹ Port includes offshore terminals and other installations for landing, transshipping, packaging, processing, refuelling or resupplying (as defined by FAO Port State Measures Agreement)

² 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

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 18: Before starting transshipment, the master of the receiving carrier vessel shall confirm that the LSTLV concerned is participating in the IOTC programme to monitor transshipment at sea (which includes payment of the fee required in paragraph 13 of Annex IV) and has obtained the prior authorisation from their flag State referred to in paragraph 15. The master of the receiving carrier vessel shall not start transshipment without such confirmation.

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.

RESOLUTION 23/06 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 State³, 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 23/07 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** or, alternatively, use hook-shielding devices (as described in Table 2) as a stand-alone measure.

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

³ This information could be recorded on the remarks field of the logbook or in a separate piece of paper attached to the logbook

Para 6: Mitigation measures used pursuant to paragraph 5 shall conform to the minimum technical standards for these measures, as shown in Table 1 and Table 2.

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

Table 1 Mitigation measures

Mitigation	Description	Specification
Night setting with minimum deck lighting	No setting between nautical dawn and before nautical dusk. Deck lighting to be kept to a minimum.	Nautical dusk and nautical dawn are defined as set out in the Nautical Almanac tables for relevant latitude, local time and date. Minimum deck lighting should not breach minimum standards for safety and navigation.
Bird-scaring lines (Tori lines)	Bird-scaring lines shall be deployed during the entire longline setting to deter birds from approaching the branch line.	For vessels greater than or equal to 35 m: • 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. • Aerial extent of bird-scaring lines must be greater than or equal to 100 m. • Long streamers of sufficient length to reach the sea surface in calm conditions must be used. • Long streamers must be at intervals of no more than 5m. For vessels less than 35 m: • Deploy at least 1 bird-scaring line. • Aerial extent must be greater than or equal to 75 m. • Long and/or short (but greater than 1 m in length) streamers must be used and placed at intervals as follows: ○ Short: intervals of no more than 2 m. ○ Long: intervals of no more than 5 m for the first 55 m of bird scaring line. Additional design and deployment guidelines for bird-scaring lines are provided in Annex I of this Resolution.
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.

Table 2. Hook-shielding devices

Mitigation	Description	Specification
Hook-shielding devices ⁴	Hook-shielding devices, listed by the Parties to the Agreement on the Conservation of Albatross and Petrels as Best Practice Advice, that encase the point and barb of baited hooks to prevent seabird bycatch during setting shall be used.	Hook-shielding devices that comply with the following performance characteristics. Devices must: - encase the point and barb of the hook until it reaches a depth of at least 10 m or has been immersed for at least 10 minutes; - meet current minimum standards for branch line weighting, as follows: 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. - be designed to be retained on the fishing gear rather than lost.

RESOLUTION 24/02 ON MANAGEMENT OF DRIFTING FISH AGGREGATING DEVICES (FADS) IN THE IOTC AREA OF COMPETENCE

Number 4): Buoy owners shall insert the following information concerning the deployment of instrumented buoys:

- a) Unique instrumented buoy reference number that will allow the identification of its buoy owner;
- b) Name of the buoy owner;
- c) Unique IOTC Vessel Register number of the purse seiner that is assigned to the instrumented buoy;
- d) Flag State of the purse seine vessel to which the instrumented buoy is assigned;
- e) Manufacturer of the instrumented buoy;
- f) Model name of the instrumented buoy;
- g) IOTC DFAD unique identifier;
- h) Biodegradability category of the DFAD, or log when applicable, with which the buoy was deployed;
- i) Date and time of deployment;
- j) Location of deployment.

Number 8): Buoy owner shall notifies, through the DFAD Register and within 24 hours of activation, the IOTC Secretariat and the **National Competent Authorities** when an instrumented buoy is activated, together with the IOTC DFAD unique identifier as referred to in paragraph 40. The instrumented buoy shall then appear as active in the DFAD Register.

Number 15): Only purse seiners and associated supply vessels shall deploy DFADs and instrumented buoys. All purse seiners vessels when fishing on a DFAD, shall only fish on DFADs that were deployed together with an instrumented buoy that is on the DFAD Register.

Number 16): All purse seiners vessels shall not follow more than the following number of instrumented buoys at any one time:

- a) from 1 January 2026: 250.
- b) from 1 January 2028: 225.

Number 17): All purse seiners vessels shall not acquire more than 400 instrumented buoys annually.

⁴ Hook-shielding devices can be used as a stand-alone measure, subject to meeting line weighting requirements.

Number 20): All purse seiners vessels shall only deploy DFADs with an instrumented buoy that has been activated.

RESOLUTION 24/06 ON A BAN ON DISCARDS OF BIGEYE TUNA, SKIPJACK TUNA, YELLOWFIN TUNA, AND NON-TARGETED SPECIES CAUGHT BY VESSELS IN THE IOTC RECORD OF AUTHORISATION THAT OPERATE IN THE IOTC AREA OF COMPETENCE

Para 1: All purse seine vessels targeting species covered by the IOTC Agreement within the IOTC area of competence shall retain on board and then land, to the extent practicable, all bigeye tuna, skipjack tuna, and yellowfin tuna caught, except fish considered unfit for human consumption as defined in paragraph 5c (i) and 5c (ii).

Para 2: All vessels using other gear types not provided for in paragraph 1 of this resolution, targeting tuna and tuna like species in the IOTC area of competence shall retain on board and then land, to the extent practicable, all bigeye tuna, skipjack tuna, and yellowfin tuna caught, except fish considered unfit for human consumption as defined in paragraph 5c (i) and 5c (ii).

Para 3: All purse seine vessels shall retain on board and then land, to the extent practicable, the following non-targeted species or species group: other tunas, rainbow runner, dolphinfish, triggerfish, billfish, wahoo, and barracuda, except fish considered unfit for human consumption as defined in paragraph 5 c (i) and 5 c (ii) and/or species which are prohibited from retention, consumption, or trade through domestic legislations and international obligations.

Para 4: All vessels targeting tuna and tuna like species in the IOTC area of competence and outside of the scope defined in paragraph 1 are encourage to:

- a) take all reasonable steps to ensure the safe release of non-targeted species taken alive, to the extent possible, while taking into consideration the safety of the crew;
- b) retain on board and then land all dead non-targeted species, except those considered unfit for human consumption as defined in paragraph 5c (i) and 5c (ii) and/or are prohibited from retention through domestic legislations and international obligations.

Para 5: Procedures for the implementation of full retention include:

- a) Purse seine: No bigeye tuna, skipjack tuna, yellowfin tuna and non-targeted species referred to in paragraph 3 may be discarded after the point in the fishing operation when the net is fully pursed and more than one half of the net has been retrieved. If equipment malfunctions affect the process of pursing and retrieving the net in such a way that this rule cannot be complied with, the crew must make efforts to release the tunas and the non-targeted species as soon as possible.
- b) All flagged vessels outside of the scope defined in paragraph 1 are encourage not to discard bigeye tuna, skipjack tuna, yellowfin tuna, other tunas and billfishes caught after the point in which the fish is brought on deck;

Para 6: Where the captain of the vessel determines that fish should not be retained on board in accordance with Clause 5.c(i) and 5c (ii), the captain shall record the event in the relevant logbook including estimated tonnage and species composition of discarded fish; and estimated tonnage and species composition of retained fish from that fishing operation.

RECOMMENDATION 24/11 ON MARINE POLLUTION

Para 1: All national vessels operating with any gear on board are encouraged to, except where necessary for securing the safety of a ship and those on board or saving life at sea:

- a) make all reasonable efforts to combat, minimize and eliminate abandoned, lost or discarded fishing gear linked to those vessels;
- b) No national fishing vessels shall deliberately discard or abandon fishing gear at sea; and
- c) All vessels that have lost fishing gear unintentionally shall not abandon it without making every reasonable effort to retrieve the fishing gear;

Para 2: All national vessels are encouraged, if the vessels discover abandoned, lost or discarded fishing gear which is not linked to that vessel, to attempt to retrieve the discovered gear from the sea where it is safe to do so.

Para 4: All fishing vessels are prohibited from discharging into the sea all plastics, including but not limited to synthetic ropes, synthetic fishing nets, plastic garbage bags and incinerator ashes from plastic products.

Para 5: All fishing vessels are encouraged to implement appropriate onboard storage and prohibited from discharging, except as permitted under applicable international instruments:

- a) oil or fuel products or oily residues into the sea;
- b) other garbage, including fishing gear, food waste, domestic waste, incinerator ashes and cooking oil; and
- c) sewage

RESOLUTION 25/08 ON THE CONSERVATION OF SHARKS CAUGHT IN ASSOCIATION WITH FISHERIES MANAGED BY IOTC

3. All fishing vessels shall not retain on board, transship, land and store any part or whole carcass of the following sharks:

- a) Oceanic whitetip sharks;
- b) Thresher sharks; and
- c) Whale sharks.

RESOLUTION 25/09 ON THE CONSERVATION OF SHORTFIN AND LONGFIN MAKO SHARKS CAUGHT IN ASSOCIATION WITH IOTC FISHERIES

Para 2: All fishing vessels shall promptly release unharmed, to the extent practicable, shortfin mako sharks (*Isurus oxyrinchus*) and longfin mako sharks (*Isurus paucus*) when brought along side for taking on board the vessel.

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			☐ (Enter port name) ☐ (Enter port name) ☐ Other								
2 Port State			(Enter port State name)								
3 Estimated date and time of arrival			____/____/____ H____mn								
4 Purpose(s)			☐ Landing ☐ Transshipping ☐ Packaging ☐ Processing of fish ☐ Refueling ☐ Resupplying ☐ Maintenance ☐ Drydocking ☐ 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		☐ No ☐ Yes: National ☐ Yes RFMO(s)			Type:						
17 Vessel dimensions		Length				Beam				Draft	
18 Vessel master name and nationality											
19 Relevant fishing authorization(s)											
Identifier	Issued by	Validity	Fishing area(s)	Species	Gear						
20 Relevant transshipment authorization(s)											
Identifier		Issued by				Validity					

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

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

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

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

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

General

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

Notification obligations

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

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MINISTERIO DE AGRICULTURA,
PESCA Y ALIMENTACIÓN

SECRETARIA GENERAL DE PESCA

DIRECCIÓN GENERAL DE PESCA
SOSTENIBLE

SUBDIRECCIÓN GENERAL DE
ACUERDOS Y ORGANIZACIONES
REGIONALES DE PESCA

Con motivo de la solicitud de fletamento por parte del buque **IZURDIA**, con CFR ESP000026158 e IMO 9292785, se comunica por parte de esta Subdirección General de Acuerdos y Organizaciones Regionales de Pesca la conformidad para que el buque realice operaciones bajo la figura de fletamento con Mozambique para la captura de túnidos, cumpliendo con lo establecido en la Resolución 19/07 de la Comisión del Atún para el Océano Índico (CAOI), así como con los artículos 35 y 36, y Anexo 6 del REGLAMENTO (UE) 2022/2343 DEL PARLAMENTO EUROPEO Y DEL CONSEJO de 23 de noviembre de 2022 por el que se establecen medidas de ordenación, conservación y control aplicables en la zona de competencia de la CAOI y se modifican los Reglamentos (CE) nº 1936/2001, (CE) nº 1984/2003 y (CE) nº 520/2007 del Consejo.

En Madrid, a 08 de julio de 2026

Subdirectora General Adjunto de Acuerdos y Organizaciones Regionales de Pesca

Lucía Sarricolea Balufo

C/ Velázquez Nº 144
28006 - MADRID
TEL: 913476040

CSV : GEN-9489-3c91-d815-db06-bcf3-4b81-fb50-9233

DIRECCIÓN DE VALIDACIÓN : <https://run.gob.es/hsbIF8yLcR>

FIRMANTE(1) : LUCIA SARRICOLEA BALUFO | FECHA : 09/07/2026 12:48 | Sin acción específica





MINISTERIO DE AGRICULTURA,
PESCA Y ALIMENTACIÓN

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SOSTENIBLE

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ACUERDOS Y ORGANIZACIONES
REGIONALES DE PESCA

Regarding the chartering request submitted for the fishing vessel IZURDIA, CFR ESP000026158 and IMO 9292785, the Spanish Deputy Directorate-General for Fisheries Agreements and Regional Fisheries Organizations hereby confirms its approval for the vessel to conduct fishing operations under a chartering arrangement with Mozambique for the harvesting of tuna and tuna-like species, in compliance with IOTC Resolution 19/07, as well as with Articles 35 and 36 and Annex VI of 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 area of competence of the Indian Ocean Tuna Commission (IOTC) and amending Council Regulations (EC) No 1936/2001, (EC) No 1984/2003 and (EC) No 520/2007.

Madrid, 8 July 2026

Deputy Assistant Director for Fisheries Agreements and Regional Fisheries Organizations

Lucía Sarricolea Balufo

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REPÚBLICA DE MOÇAMBIQUE
MINISTÉRIO DA AGRICULTURA, AMBIENTE E PESCAS
Instituto Oceanográfico de Moçambique

To Director:

**Mr. Armando Jeque Chairman of the Board of
BONAR FISHERIES HOLDI**

Reference: DG 003/2026

Date: 13/07/2026

Subject: Response to the Request for the Placement of an Onboard Observer and Issuance of a Guarantee Letter – Tuna Fishing Operations NGS, LDA Maputo, Mozambique

Dear Mr. Chairman of the Board of Directors,

In response to your esteemed letter, through which BONAR FISHERIES HOLDINGS, LDA (TIN: 40.0002800) requests the placement of a technical observer on board the chartered vessels, in partnership with the company ATUNEROS CONGELADORES E TRANSPORTES FRIGORÍFICOS SA/ATUNSA INC, we hereby inform you of the following:

Following a due analysis of your request, and taking into consideration the national legal framework and the international fishing conventions to which the Republic of Mozambique is a signatory, we hereby grant our approval to the submitted request.

In this regard, we confirm this institution's availability to ensure the presence of a Fisheries Observer (national or foreign, depending on logistics and technical availability at the time of embarkation) on board your industrial purse-seine vessels. The aforementioned technician will guarantee the required minimum coverage of 5% (five percent) of the fishing operation time.

As requested, we will also proceed with the issuance of the respective Official Letter of Guarantee, which will attest to the monitoring authorities (both national and international) that your concession company is complying with this legal requirement.

We reiterate, as stated in your proposal, that all costs inherent to the Observer's mission on board — including fees, insurance, travel (considering the foreign home port), meals, and related expenses — will be borne entirely by BONAR FISHERIES HOLDINGS, LDA.

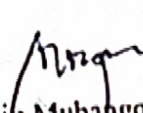
We reiterate, as stated in your proposal, that all costs inherent to the Observer's mission on board — including fees, insurance, travel (considering the foreign home port), meals, and related expenses — will be borne entirely by BONAR FISHERIES HOLDINGS, LDA.

For logistical operationalization and to schedule the observer's embarkation, we recommend that your operations department contact the Fisheries and Aquaculture Division of this institution, via telephone numbers 842067043 or 860478591, or via email at simbineia@yahoo.com.br or rosalourencosimbineia@gmail.com.

We take this opportunity to reiterate the assurances of our highest esteem and consideration.

Respectfully,

General Director


António Mubango Moguane

(Full Professor of Physical Oceanography)

