

**Report of the Second Meeting of the Parties to the  
Southern Indian Ocean Fisheries Agreement**

**(SIOFA)**

**Mauritius**

**17 to 20 March, 2015**

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## **Agenda Item 1 –Welcome and Opening of the Meeting**

1. The Second Meeting of the Parties of the Southern Indian Ocean Fisheries Agreement (SIOFA) was officially opened by Hon. Premdut Koonjoo, Minister of Ocean Economy, Marine Resources, Fisheries, Shipping and Outer Islands, on 17 March, 2015 at the Aanari Hotel & Spa, Flic en Flac, Mauritius. The Opening Speech of the Hon. Minister is at Appendix A.
2. The Second Meeting of the Parties was attended by 29 delegates of the Contracting Parties of the SIOFA, save for Cook Islands, which did not depute any representative to the Meeting.
3. The Meeting of the Parties was also attended by 11 Observers from the following United Nations Organisations, Regional fisheries management organisations/non-governmental organisations, and representatives of fishing entities: Food and Agricultural Organisation of the United Nation, Deep Sea Conservation Coalition (DSCC), Southern Indian Ocean Deepsea Fishers Association (SIODFA), Sapmer, Pêche Avenir and Thon des Mascareignes,
4. The list of delegates and observers who attended the Meeting of the Parties is given at Appendix B.
5. The Meeting of the Parties was chaired by the Interim Chair, Mr Daroomalingum Mauree, from Mauritius, who welcomed the delegates to the Meeting and informed the members that all discussions would be held in plenary, though small groups would be established as required to address specific issues, with a view to allow all deliberations to be concluded within the established timeframe. The opening statement of the Interim Chair is at Appendix D.
6. The opening statements of the delegations from Australia, European Union, France (Territories), Japan and the Republic of Korea are at Appendices E, F, G, H and I respectively.

### **Agenda Item 1.1 – Adoption of the Agenda**

7. The provisional Agenda was adopted without amendment as given in Appendix J.
8. The documents that were placed before the Meeting of the Parties are at Appendix K.

## **Agenda Item 1.2 – Confirmation of the Status of the Convention**

9. The Meeting of the Parties took note of the clarification provided by the European Union, by means of an Explanatory Note, on the status of the European Union (EU) and France respectively as Contracting Parties to the SIOFA, wherein the EU is denoted as the representative of the 28 EU Member States, including France, and the Islands of La Réunion and Mayotte, both islands being so-called outermost regions (régions ultra-périphériques) of the European Union within the meaning of Article 349 of the Treaty on the Functioning of the European Union (TFEU) and hence part of the European Union as a SIOFA Contracting Party.
10. The status of France (Territories) was underlined in the Explanatory Note as a stand-alone Contracting Party to SIOFA on behalf of its overseas territories in the Indian Ocean, with the exception that although having a special status, overseas countries or territories are not part of the EU as laid down by the provisions of Part 4 of the Treaty on the Functioning of the European Union (TFEU). Those French overseas territories in the Indian Ocean were namely defined in the Explanatory Note as relating to “Saint-Paul-and-Amsterdam, Crozet and Kerguelen Islands, and other scattered Islands in the Indian Ocean”.
11. Following the statement made by the European Union in relation to its position as a stand-alone Contracting Party to the SIOFA on behalf of its overseas territories in the Indian Ocean, which include inter alia, “other scattered Islands in the Indian Ocean”, Mauritius drew the attention of the Meeting of the Parties to the reservations made by Mauritius at the time of its signature and ratification of the SIOFA with regard to its sovereignty on the territorial and maritime jurisdiction of the Chagos Archipelago, Tromelin and surrounding maritime areas. In this regard, it reiterated its full sovereignty over Tromelin and its EEZ.
12. France (Territories) stated that Tromelin Island and its EEZ is a French territory on which France exercises its full sovereignty.

## **Agenda Item 2 – Rules of Procedure**

13. Australia highlighted the importance of adopting the Rules of Procedure with a view to establishing the critical decision making frameworks of the SIOFA.
14. The Meeting of the Parties agreed to the setting up of a Working Group to review the Rules of Procedure which has been prepared by Australia intersessionally and which,

prior to the Second Meeting of the Parties, had been circulated for the views and inputs of other SIOFA Parties.

15. Agreement was reached that the Rules of Procedures would be discussed by the representatives of the Contracting Parties with a view to adoption.
16. The Working Group deliberated on the Rules of Procedure during the first, second and third days of the Meeting. The proposals and drafting suggestions provided by the Contracting Parties were incorporated in the annotated draft Rules of Procedure.
17. France (Territories) proposed that English and French be the official and working languages of the Meeting of the Parties. The Meeting of the Parties agreed to consider the request at its next Meeting.
18. Some members of the Working Group highlighted that the amended draft Rules of Procedure would need to be vetted by their respective legal departments before a decision could be taken thereon.
19. It was agreed that Australia would rework the draft Rules of Procedure and circulate same intersessionally to all Parties for their vetting and that the duly vetted draft Rules of Procedure would be reconsidered at the next Meeting of the Parties. The amended draft Rules of Procedure is at Appendix L.

### **Agenda Item 3 – Establishment of Subsidiary Bodies**

20. Due to time constraint, this item under the Agenda could not be discussed and it was agreed that the matter would be considered at the next Meeting of the Parties.

### **Agenda Item 4 – Financial Matters**

#### **Agenda Item 4.1 – Financial Regulations**

21. The Meeting of the Parties considered the draft Financial Regulations and proposed amendments to the draft document that had been prepared by France (Territories) with comments from Australia. The amended draft Financial Regulations is at Appendix M.

#### **Agenda Item 4.1(a) – Proposed Budget Formula**

22. The Meeting of the Parties considered the options for an equitable and transparent budget contribution formulae drawing on the SPRFMO and IOTC financial regulations as a model.

#### **Agenda Item 5 – Proposed Conservation and Management Measures**

23. The Meeting of the Parties discussed the proposed conservation measures with regard to deep water and large-scale pelagic driftnets and gillnets in the Agreement Area.
24. The Meeting of the Parties adopted an interim recommendation relating to the deepwater gillnets in the SIOFA Area. The interim recommendation is at Appendix N.
25. The Republic of Korea submitted its report on fishing activities in the SIOFA area, as agreed during the First Meeting of the Parties. The report is at Appendix O. The Meeting of the Parties were informed that the European Union has submitted its reports to the IOTC. Australia and Japan would submit their reports within the next fortnight.
26. The Meeting of the Parties noted that Australia, the European Union, Japan and the Republic of Korea have expressed their interest to work intersessionally to develop a conservation and management measure on vulnerable marine ecosystems.
27. It was agreed that each Contracting Party would endeavour to limit the deep sea trawl fishing effort to recent historical levels until the 2016 annual session of the Meeting of the Parties.
28. In the margins of the Meeting of the Parties, the Southern Indian Ocean Deepsea Fishers Association (SIODFA) submitted its proposals on Conservation and Management Measures. The proposals are at Appendices P and Q respectively.

#### **Agenda Item 6 – Development of a future work programme March 2015 – March 2017**

##### **Agenda Item 6 (a) – Future MCS measures in the SIOFA Convention including VMS, observer programs, port state measures**

29. The European Union presented its proposal on a framework for the development of a monitoring, control and surveillance system, including IUU issues, for the SIOFA.
30. The Meeting of the Parties concurred to the EU creating a working document for circulation by the Secretariat to the Parties by end of May 2015 for their contributions by end of September 2015.



## **Agenda Item 7 – Secretariat Services**

### **Agenda Item 7.1 – Provision of Secretariat Services – consideration of proposals**

31. The Meeting of the Parties took note of the interest of Mauritius and the European Union in hosting the Secretariat of the SIOFA in Mauritius and Réunion Island respectively and invited their delegations to present their proposals.
32. Mauritius advocated that they would be a cost competitive option in view of their existing necessary infrastructure and systems, as a result of servicing a well-developed deepsea fishing industry, which is one of the reasons why most of the SIODFA (Southern Indian Ocean Deepsea Fishers Association) operators have chosen Mauritius as their operating port and are holding the Annual General Meeting of the SIODFA in Mauritius for the last 10 years. Furthermore, the Government of Mauritius proposed to meet some of the costs associated with the standalone Secretariat, including communication and publication costs as well as rental charges of some 100m<sup>2</sup> of office space located at the Trade and Marketing Centre (TMC) in the Port Area. The proposal of Mauritius is at Appendix R.
33. The European Union delegation proposed that the Réunion Island would be an ideal location for the headquarters of an international fisheries management organization on account of the benefits to be derived from the local innovation, research and regional cooperation infrastructures in addition to the island's excellent logistics in terms of hosting major regional events. The EU underlined the availability of immediate space facility of around 200 m<sup>2</sup> in close vicinity that meet the organisation's needs, and routine maintenance, all free of charge, within the DAAF buildings, at Providence Park in Saint-Denis de La Réunion. The proposal of the European Union is at Appendix S.
34. An appraisal of the option for contracting out the secretarial services and arrangements to an existing organisation, for example, the Commission for the Conservation of Antarctic Marine Living Resources (CCAMLR), was also presented by Australia in the wake of the concerns expressed by some Contracting Parties in the First Meeting of the Parties on the costs implications of establishing an independent fully-fledged Secretariat of the SIOFA.
35. The Interim Chair expressed his appreciation on the presentations by Mauritius, the European Union and Australia respectively on the provision of Secretariat services.

36. The Meeting of the Parties considered the different options and decided that the interests of the SIOFA would be furthered more effectively through the establishment of a standalone Secretariat.
37. The Meeting of the Parties agreed that the location of the Secretariat being a matter of substance, decision thereon would need to be reached by consensus, in accordance with Article 8 of the SIOFA. In consideration of the requirement for a decision by consensus, and in a spirit of collaboration, Mauritius and the European Union consented to review their positions on the proposals for hosting the Secretariat.
38. The alternative arrangements agreed upon by Mauritius and the European Union, namely that the Secretariat of the SIOFA be based in Réunion Island, with the annual Meeting of the Parties being held every two years in Mauritius, was submitted to the Meeting of the Parties for their consideration.
39. Under this framework, any Contracting Party so desiring, including Mauritius, would, with the approval of the Meeting of the Parties, be able to host the annual Meeting of the Parties on alternate years. With regard to other meetings, including scientific committee meetings and extraordinary meetings, all Contracting Parties, including Mauritius, would be provided with the opportunity to host same. The costs of the Meetings, except otherwise agreed, would be met by the Secretariat.
40. The Meeting of the Parties thanked the European Union and the Mauritian delegations for their efforts to reach a compromise.
41. The Meeting of the Parties agreed to the revised proposal submitted jointly by the European Union and Mauritius on the location of the Secretariat and the holding of the annual meetings and endorsed that these arrangements be duly incorporated in the draft Rules of Procedure.

#### **Agenda Item 8 – Election of office holders**

42. The Meeting of the Parties agreed that until the long-term arrangements for the establishment and operationalization of the SIOFA Secretariat in Réunion Island can be made, the European Union would, in the interim period, be acting as Interim Chair and providing all secretariat services.
43. Due to time constraints, the Meeting of the Parties did not consider Chairperson and Vice Chairperson arrangements for the subsidiary bodies and consequently did not elect a Chair and a Vice Chair for those bodies.

### **Agenda Item 9 – Future Meeting Arrangements**

44. The Meeting of the Parties agreed that the interim Secretariat will organise a Meeting of the Parties according to the workplan at Appendix T.
45. In the meanwhile, a preliminary budget amounting to Euros 30,000 would be required for the implementation of the workplan. This amount of Euros 30,000 would be shared amongst the Parties as indicated in the workplan.
46. Japan requested that it would consult its capital regarding the contribution needed for the interim Secretariat to execute activities as laid down in the workplan namely the recruitment of the Secretary and Administrative Officers.
47. The Republic of Korea expressed a preference for the ordinary Meeting of the Parties to be held in June or July in subsequent years but no decision was taken on that matter.

### **Agenda Item 10 – Adoption of Meeting Report**

48. The Meeting of the Parties formally adopted the Meeting Report.

### **Agenda Item 11 – Close of Meeting**

49. Before closing the meeting, the FAO Observer informed the Meeting of the Parties of forthcoming international and scientific meetings in the Indian Ocean and invited the SIOFA to integrate the network for enhanced synergy.
50. The Chair thanked the Contracting Parties and Observers for their valuable contributions to the meeting and closed the meeting at 18.20 pm on 20 March, 2015.

## **Appendix A – Opening Speech by Hon. Premdoot Koonjoo, Minister of Ocean Economy, Marine Resources, Fisheries, Shipping and Outer Islands**

Mr. Utchanah, Permanent Secretary of my Ministry

Mr Mauree, Director of Fisheries

Dear Participants

Distinguished guests

Ladies and Gentlemen,

It is a great pleasure for me to launch the Second Meeting of the Parties of the South Indian Ocean Fisheries Agreement which is being hosted by my Ministry from 17th to 20th March 2015. I welcome you all to Mauritius.

The SIOFA under the aegis of the FAO, aims at ensuring the long-term conservation and sustainable use of deep sea fishery resources, other than tuna, in areas that fall outside national jurisdictions in the Southern Indian Ocean. This is in accordance with the UN Convention on the Law of the Sea of 1982 and with the general principles of international law. Mauritius was among the first member countries to sign the Southern Indian Ocean Fisheries Agreement (SIOFA) on 5 July 2006 and ratified it on 10 December 2010 after ensuring that all legislations were in place at national level for an effective implementation of the SIOFA. For a Small Island Developing State (SIDS) like Mauritius, the long term conservation and sustainable use of the fishery resources through the committed cooperation of the membership of SIOFA, in full transparency and good governance, is of great importance.

There are many benefits upon acceding to SIOFA. Besides, the United Nation Convention on the Law of the sea (UNCLOS) relating to Conservation and Management of Straddling Fish Stock and Highly Migratory Fish Stock, encourages states to establish and participate in Regional Fisheries Management Organisations for the proper management and rational exploitation of fishery resources.

Today, we cannot deny that oceanic resources will contribute largely in economic development. As you are aware, this newly-elected Government is committed to making the Ocean Economy a major economic pillar to enable Mauritius to rise to the status of a high-income country.

What we need for this sector is a well-defined national policy framework and strategies to cover all areas related to the Ocean Economy. My Ministry is already working towards optimising the full potential of the Ocean Economy.

Mauritius is privileged to have an Exclusive Economic Zone of 2.3 million square kilometres. Government is committed to the full exploitation of our EEZ while ensuring the protection of marine life, sustainability and security in our waters. Existing sectors will be consolidated, namely, fisheries, seafood hub and shipping.

In the wake of all these developments and the strategic location of Mauritius in the Indian Ocean, Mauritius is well-poised to host the SIOFA Secretariat. In this connection, Government will provide all the necessary support to materialize this project.

Mauritius adheres to the provisions of the various international/regional instruments and regional bodies for the sustainable management of its marine resources. Mauritius is a member of the Indian Ocean Tuna Commission (IOTC) since 1994 and has been Chairing this Association for the past three years. Mauritius is also a member of SWIOFC (South West Indian Ocean Fisheries Commission) since 2006. It is a Co-operating party to the Commission for the Conservation of Antarctic Marine Living Resources (CCAMLR) and the Food and Agricultural Organisation (FAO).

The world, in which we are operating today is characterized by rapid change, challenges and competition on an unprecedented scale. The only factor that will determine the future of the fisheries industry and its growth is sustainability. The key for the future is to make sure that the impacts of fishing are well managed and that we fish responsibly, and all partners work together to achieve the same goal for sustainability in the region.

Compared to certain other fisheries in the Indian Ocean, High Seas Deep-Water Fishing history in the Southern Indian Ocean is relatively recent. The technical nature of this fishery makes it more special as the catches occur in depths varying from 600 to 1200 metres. The operators of the Southern Indian Ocean have regrouped themselves under one association, called SIODFA which stands for Southern Indian Ocean Deep-sea Fishers Association. Since no management has existed for this fishery, the SIOFA is a major step forward in the process of setting up a new Regional Fisheries Management Organisation to cover the areas of the high seas in the Southern Indian Ocean where no such organisation or arrangement exists.

Three vessels, namely, Bel Ocean, Chaterdeck and Annuma were involved in this fishery since 1982 to 2003 and subsequently, stopped operations due to low catch rate rendering this business unprofitable. As you can therefore guess, we have been party to this exploitation through our own investment as well as through chartering.

Ideally located in the Indian Ocean, Mauritius is a hub for shipping and airline companies, thus making access to and from the island, very easy. For the last ten years, most of Southern Indian Ocean Deepsea Fishers Association operators have been using Mauritius as their operating port. This is thanks to the fact that all the necessary facilities to operate are available here and cost lower than in certain other countries of the region.

Since my coming into office, I have spared no effort towards promoting a full participatory approach in all the on-going and upcoming projects. SIOFA is one of the new challenges of my Ministry. My Ministry, through the Competent Authority – Seafood, is in the process of diversifying our export markets by developing appropriate MoUs and Technical Co-operation Agreements with friendly countries including the People's Republic of China and Russia.

It is good to recall that, the first meeting of the Southern Indian Ocean Fisheries Agreement (SIOFA) was held in Melbourne, Australia, in October 2013. Several key decisions were taken on the setting up of the organisation and inter-sessional work that will lead to a fully operational organisation. The meeting in Mauritius shall pave the way forward for the

effective implementation of the Agreement in the near future.

I look forward to this meeting giving SIOFA Parties and participants an opportunity to embark on substantive discussions on developing and implementing key foundation documents which will govern future Meetings of the Parties. The acceptance of these documents by the Parties will enable the adoption of conservation and management measures which will ensure the long-term conservation and sustainable use of the fishery resources in the SIOFA Area.

The setting up of a Secretariat in Mauritius will demonstrate a genuine North-South Cooperation and a gesture of solidarity towards vulnerable islands states like Mauritius and Seychelles which form the membership of the SIOFA.

To conclude, I wish you productive and successful deliberations for the coming days. I also hope that you will not only work but will have the opportunity to enjoy our proverbial sense of hospitality and relish our cosmopolitan delicacies.

I now have the pleasure to declare the Meeting open.

Thank you for your attention.

## **Appendix B – List of Attendees at the Second Meeting of the Parties to the Southern Indian Ocean Fisheries Agreement**

### **CHAIRPERSON**

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## **Appendix C – List of Invitees to the Second Meeting of the Parties to the Southern Indian Ocean Fisheries Agreement**

### **1. Contracting Parties of the SIOFA**

- a. Australia
- b. Cook Islands
- c. European Union
- d. France (Territories)
- e. Japan
- f. Republic of Korea
- g. Republic of Mauritius
- h. Republic of Seychelles

### **2. Signatories to SIOFA (who are not coastal States)**

- a. New Zealand

### **3. Intergovernmental organisations referred to in Article 14 of SIOFA**

- a. United Nations Food and Agriculture Organization

### **4. Regional fisheries management organisations which border the SIOFA Area**

- a. Indian Ocean Tuna Commission

### **5. Non-governmental organisations concerned with matters relevant to the implementation of SIOFA**

- a. Deep Sea Conservation Coalition

### **6. Industry representatives**

- a. Southern Indian Ocean Deep-sea Fishers Association

## **Appendix D – Opening Statement of the Interim Chairperson of the Second Meeting of the Parties to the Southern Indian Ocean Fisheries Agreement**

Excellencies,

Distinguished Guests,

Ladies and Gentlemen,

Good Morning

I am particularly honoured to extend a warm welcome to all of you today. I wish to extend a very warm welcome to all foreign delegates who have travelled a long way to Mauritius to attend this meeting.

2. We feel proud to note that the inaugural Contracting Parties of SIOFA Meeting held in Australian October 2014 concluded on a positive note. We all played a determinant role at the session which provided a platform for brainstorming on fisheries issues of mutual interest, discussing proposals, resolutions and progressing conservation and management measures.

3. This Second SIOFA meeting bears testimony to the commitment which we, Contracting Parties, have expressed for the sound development of our fisheries sector including our fisheries-based industrial segment. It would, as you are aware, focus on strategies and explore avenues for closer collaboration among SIOFA member States to promote the sustainable development of fisheries in the Area and particularly the venue for hosting of the Secretariat.

4. Here in Mauritius, we have an opportunity to re-work together to achieve our goal. We have an opportunity to demonstrate to the world that we are ready to reinvigorate our international obligation to ensure that we use the best available scientific advice for policy-making, taking into account the eco-system and precautionary approach. We also have an opportunity to lay the path to make commitment easier, fairer and more inclusive for all to contribute to the efforts in strengthening the credibility and confidence among Contracting Parties to ensure the long-term conservation and sustainable use of the fishery resources in the Area and to promote its sustainable development.

5. A sustainable development strategy, linking all international actors, would work for all of us because it will be built on principles of transparency, fairness and opportunity. Here you would recall that Mauritius was the first to express its interest to host the Secretariat to link all the Contracting Parties under one roof. Mauritius provides excellent world-class logistics facilities in related fisheries sectors. I call on you all to take advantage of this rare opportunity. We must work together constructively, flexibly and creatively.

6. We live by our good ideas, by our knowledge and by our reputation. I am sure that with Mauritius hosting the SIOFA Secretariat will as a good compass has the strength to sail through with confidence to good port for many centuries to come. I have no doubt that, hand in hand, by working some extra miles we can move ahead with confidence.

7. Relying on your unflinching support, I wish you a fruitful deliberation. Enjoy your stay in Mauritius.

## **Appendix E – Opening Statement of the Australian Delegation**

Thank you chair.

Australia is delighted to be here at the second meeting of the Parties to SIOFA. Thank you to Mauritius for agreeing to host and for your kindness and generosity in welcoming us to their lovely island.

Australia is strongly committed to the objectives of the agreement to ensure sustainable long term use of fisheries resources in the southern Indian Ocean and to promote cooperation and long term conservation

Australia is pleased to see a growing number of parties to SIOFA and we are delighted to welcome Japan who joined in 2014 and the Republic of Korea who joined us more recently. We strongly believe this will strengthen organisation.

We have the important job of bedding down strong foundations for SIOFA at this meeting. We are optimistic about a successful meeting over next four days. We should measure our success by agreeing to rules of procedure as a strong foundation for our future operations and we hope to agree to financial regulations this week.

We are keen to discuss establishing a scientific committee and its terms of reference. Australia is open to discussing the conservation and management measures proposed by the Cook Islands. We are prepared discuss and reach conclusions on a permanent secretariat. We look forward to working with other Parties towards shared goals in the next four days.

## **Appendix F – Opening Statement of the European Union Delegation**

Mister Chairman,

Distinguished Delegates,

Ladies and Gentlemen

The EU Delegation is once again very happy to participate in the SIOFA Meeting of the Parties, after our first productive meeting in Australia last year. First of all, we would like to thank the Mauritius Government and National Fishing Authority for the very warm welcome that has been extended towards us, on the organisation of this meeting and for the facilities provided to the Parties.

We believe that the priority for the second Meeting of the Parties should be to make SIOFA operational, to pave the way for the next steps and to agree on future work priorities. Decisions will have to be taken on administrative and financial issues, notably the role and way of working of the Commission and its subsidiary bodies, the budget, the adoption of a roadmap for the year to come and the decision of the location for the future headquarters.

We have also some proposals for Conservation and Management Measures to discuss. The European Union strongly supports the adoption of conservation measures based on best available science aiming at the sustainable exploitation of the natural resources. In this context, we look forward to gather rapidly enough information on catch and effort as well as on fishing activities to enable the Scientific Committee to make recommendations to the Meeting of the Parties in order to adopt urgent Conservation Measures.

As agreed in the first SIOFA meeting the EU has prepared and tabled a proposal for a system of monitoring, control and surveillance. We need to make progress on this document and if possible adopt some more urgent parts of this measure, in particular on IUU related matters.

The EU is also proposing to host the SIOFA secretariat in La Reunion. The acceptance of this proposal would be a great opportunity for strengthening Indian Ocean fisheries and reinforce partnership for developing countries in the region. The file for candidacy has been prepared together between the French/La Reunion authorities and the Directorate-General for Maritime Affairs and Fisheries of the European Commission.

In closing, we would like to underline our willingness to work constructively and cooperatively with all SIOFA Contracting Parties this week, in order to arrive at a successful and positive outcome on Friday.

Thank you.

## **Appendix G – Opening Statement of France (Territories)**

M. Chair, esteemed Representatives and Observers,

First of all, I would like to thank Mauritius for welcoming us to attend the second Meeting of the Parties of the South Indian Ocean Fisheries Agreement (SIOFA).

The objective of the French Delegation for this week is clear. It consists in taking as quickly as possible the necessary decisions to establish an effective and efficient working framework which constitute a quality guarantee for the future conservation and management measures to be taken by the Meeting of the Parties.

To this end, the discussions we are going to have about the location of the Secretariat are of major importance. I would say on that purpose that we need a central located Secretariat, benefitting from all the technical means necessary to the fisheries regulations and well-integrated in a working environment conducive to the exercise of its missions in the best conditions;

The discussions on the basic texts, such as the rules of procedure and the financial regulations, are also important to organise the work of the Meeting of the Parties and to provide the means of its actions. The efforts made during the intersession has been fruitful and we can finish this work and conclude on this point;

Finally, the subsidiary bodies, and first of all the Scientific Committee, need to be created in the shortest period of time to widen the common knowledge on the fishing activity taking place in the Area, that knowledge being the only valid basis to agree on and implement efficient conservation and management measures.

M. Chair, esteemed Representatives and Observers, colleagues, I can assure you that my Delegation will fully and constructively participate in the work which has to be done during this meeting in order to make a further step toward a better cooperation on fisheries in the South Indian Ocean.

## **Appendix H – Opening Statement of the Japanese Delegation**

On behalf of the Government of Japan, this delegation would like to express our deepest appreciation to the Government of Mauritius for hosting this important meeting in this beautiful city, Flic en Flac.

The Government of Japan deposited its instrument of accession to SIOFA with the FAO on June 17, 2014. It is a distinct honor for the Government of Japan to participate in this meeting as a contracting party of SIOFA. Japan, as a member state, will make a continuous contribution to the work of the Meeting of the Parties for conservation and management of fisheries stocks in the Area.

Japan has a long history of both coastal and distant water fisheries and is one of the major fishing States in this Area. As a responsible fishing country, Japan is a member of several Regional Fisheries Management Organizations, namely, all tuna RFMOs, NAFO, SEAFO and CCAMLR, and actively participates in discussion under these RFMOs in order to achieve sustainable use of fisheries resources. Japan is ready to join in the discussion of SIOFA with just as much enthusiasm as other RFMOs. As a responsible fisheries management organization, we need to consider fisheries management measures that take into account not only fisheries resources but also associated ecosystem. Japan would like to invite all Member States to discuss this issue based on scientific information available, in accordance with the objective of the fisheries management organization that is to achieve long-term conservation and sustainable use of fisheries resources.

There are many important agendas in front of us. Since SIOFA is still at a developing stage, we have to finalize many basic documents including Rules of Procedure, Financial Regulation and Terms of References for subsidiary bodies. Interim conservation and management measures are of course important, however, without such Rules and Regulations in place, we cannot work as a fully-fledged organization. Therefore, Japan believes that our priority at this meeting should be agreeing on these basic documents.

Japan is ready to work cooperatively with other delegations to agree on a number of important issues and sincerely hope that this second meeting will be successfully concluded and bring fruitful outcomes.

Thank you.



## **Appendix I – Opening Statement of the Delegation of the Republic of Korea**

Korea would like to extend its warm appreciations to the Mauritius government for hosting the 2nd Meeting of the Parties of the SIOFA. Important issues will be discussed in this meeting to establish a basis for the SIOFA and Korea affirms its active participation as a contracting party of the SIOFA during whole session expecting that decision will be taken in an equal, fair and transparent manners.

## **Appendix J – Agenda of the Southern Indian Ocean Fisheries Agreement 2<sup>nd</sup> Meeting of the Parties 17 – 20 March, 2015, Mauritius**

1. **Welcome and opening of the meeting**
  - 1.1 - Adoption of the Agenda
  - 1.2 - Confirmation of the Status of the Convention (Statement of clarification from European Union and France regarding their respective competence within the SIOFA Area)
- 2 Rules of Procedure
- 3 Establishment of subsidiary bodies
  - 3.1 - Discussion of Scientific Committee priorities and development of future work programme
  - 3.2 - Consideration of the establishment of a Compliance Committee pursuant to Article 7(2) of the Agreement
  - 3.3 - Establishment of Finance and Administration Committee
- 4 Financial matters
  - 4.1 - Financial regulations including:
    - a. proposed budget formula
    - b. administration of Article 13.4 Fund
  - 4.2 - Establishment of Working Group to:
    - a. Consider the approach for funding establishment costs for activities undertaken prior to 1 July 2015
    - b. Develop a draft budget for financial period 1 July 2015 – 30 June 2016
- 5 Proposed conservation and management measures
  - 5.1 - Deepwater and pelagic gillnets
  - 5.2 - Fishing effort in the Agreement area
  - 5.3 - Protection of vulnerable marine ecosystems
  - 5.4 - Other conservation and management measures proposed by SIOFA Parties.
- 6 Development of a future work programme March 2015-March 2017
  - a. Scientific data standards and protocols for data confidentiality, submission and management
  - b. Future MCS measures in the SIOFA Convention including VMS, observer programs, port state measures
  - i. Consideration of EU proposal for a system of monitoring, control and surveillance
  - c. Key priorities for the intersessional period
  - d. Longer term priorities for SIOFA Parties
- 7 Secretariat Services

7.1 - Provision of secretariat services—consideration of proposals:

7.1.1 Australia's appraisal of SPRFMO

7.1.2 The European Union's appraisal of La Réunion

7.1.3 Australia's appraisal of CCAML

7.1.4 Mauritius' proposal for hosting of the SIOFA Secretariat

7.2 - Establishment of secretariat headquarters, including required legal documentation

7.3 - Recruitment process for Secretariat staff

7.4 - Performance of secretariat functions prior to commencement of permanent staff.

8 Election of office holders

- a. Election of Chairperson and Vice Chairperson of SIOFA
- b. Election of Chairperson and Vice Chairperson of subsidiary bodies

9 Future meeting arrangements

- a. Location of future SIOFA meetings – rotational or fixed arrangements.
- b. Date and location of the third Meeting of the Parties to SIOFA
- c. Date and location of the first meeting/s of relevant subsidiary bodies

10 Adoption of Meeting Report

**Close of Meeting**

**Appendix K – Documents Submitted to the Second Meeting of the Parties to the  
Southern Indian Ocean Fisheries Agreement**

SN	Document
1	Draft SIOFA2 agenda 25Feb15
2	FAO - SIOFA Members (updated 16Jan15)
3	FAO Fisheries & Aquaculture - Regional Fishery Bodies Summary Descriptions - South Indian Ocean Fisheries Agreement (SIOFA)
4	Explanatory Note of EC on the Status of EU & France in SIOFA
5	Draft Rules of Procedure (Clean)
6	Comments of Australia on SIOFA draft Rules of Procedure
7	Vetting by Korea on SIOFA draft Rules of Procedure
8	Comments of Australia on the Draft SIOFA Scientific Committee Rules of Procedures] & ToR
9	Comments of EC on Draft SIOFA Scientific Committee ToR-revFrance
10	Comments of EC on the Draft SIOFA Scientific Committee Rules of Procedures and ToR
11	Draft Compliance Committee ToR
12	Final Act of the Conference on the SIOFA, 7Jul06
13	Comments of EC (O. Fachada) on Compliance Committee ToR 5Mar15
14	Compliance Committee ToR (Rev 1, Australia) 13Mar15
15	SIOFA draft Rules of Procedure (Rev 1, Australia) 13Mar15
16	Draft Financial Regulations of SIOFA (Proposed by France, with Comments)
17	Comments of Australia on Draft Financial Regulations of SIOFA Proposed by France (Text)
18	Comments of Australia on Draft Financial Regulations of SIOFA Proposed by France (Email)
19	Draft Conservation and Management Measure for Gillnets in the SIOFA Area
20	Comments of Australia on the Draft Conservation and Management Measure for Gillnets in the SIOFA Area

21	Draft Conservation and Management Measures for the Protection of Vulnerable Marine Ecosystems in the SIOFA Area
22	Draft Conservation and Management Measure to limit Deep-Sea Trawl Effort in the SIOFA Area
23	Draft SIOFA System of Monitoring Control & Surveillance
24	Draft SIOFA Vessel Data Template
25	IOTC Circular 2014-66 CAMBODIAN FLAGGED CARGO VESSEL QIAN YUAN
26	Comments of Australia on Appraisal of SPRFMO to provide SIOFA secretariat services (Rev 5)
27	Réunion –Headquarters for the Southern Indian Ocean Fisheries Agreement
28	Dossier de candidature siège SIOFA final clean - FR
29	Comments of Australia on FINAL response for La Reunion proposal to host SIOFA secretariat services
30	Comments of Australia on Appraisal of CCAMLR to provide SIOFA secretariat services - rev 4
31	Final Mauritius Proposal for Hosting of SIOFA Secretariat (Final, 6Mar15)
32	Proposed Template for appraisal of SIOFA Secretariat Services
33	Comments of Australia on the Template for appraisal of the costs and benefits SIOFA secretariat service options
34	Comments of EC on the Hosting of the SIOFA Secretariat 27Jan15
35	Comments of Australia to SIOFA Parties 19Dec14
36	FAO - Regional Fishery Bodies Summary Descriptions - SIOFA (2015)
37	Letter from FAO on the SIOFA Deep Seas Project July 14
38	Letter of IOTC to FAO - Project Servicing Cost (PSC) – Co-location of SIOFA with IOTC
39	Report of the First Meeting of the Parties to the Southern Indian Ocean Fisheries Agreement
40	List of Documents - SIOFA 2nd Meeting of Parties 27Feb15

## **Appendix L – Amended Draft Rules of Procedure**

### **Rules of Procedure of Meetings of the Parties**

#### **Part I – Meetings**

##### **Rule 1 – Ordinary meetings**

1. Pursuant to Article 5 of the Southern Indian Ocean Fisheries Agreement (the Agreement), ordinary meetings shall be convened annually, unless the Meeting of the Parties otherwise decides, in order to consider matters relating to the implementation of the Agreement and to make decisions relevant thereto.

2. The ordinary Meetings of the Parties shall normally be hosted by one of the Contracting Parties to the Agreement or as otherwise agreed. If no Contracting Party offers to host the Meeting of the Parties, it will be hosted at the Headquarters of the Secretariat.

##### **Rule 2 – Extraordinary Meetings**

1. In exceptional circumstances, extraordinary Meetings of the Parties may be held in accordance with this Rule.

2. [Any Contracting Party or fishing entity or the Executive Secretary supported by any Contracting Party may request the Chairperson of the Meeting of the Parties to convene an extraordinary Meeting of the Parties. The request shall include a draft provisional agenda setting out the items proposed to be considered in the extraordinary meeting. The Executive Secretary shall immediately inform the Official Contacts of the request.]

3. [If two other Contracting Parties, or one Contracting Party and a fishing entity, support the request and after consulting the Executive Secretary and other Contracting Parties as may be feasible in the circumstances, the Chairperson shall determine the date and venue of the extraordinary meeting. To the extent practicable and unless the Contracting Parties agree otherwise, the Contracting Party calling for or supporting the Executive Secretary's request for an extraordinary meeting shall offer to host that meeting. ]

4. The Executive Secretary shall notify the Official Contacts and observers referred to in Rule 19 of the date and venue and transmit at the same time, a provisional agenda for the extraordinary meeting as early as possible but not less than 30 days before the opening of the meeting. The provisional agenda for an extraordinary Meeting of the Parties shall include only those items proposed for consideration in the request for holding the extraordinary meeting.

5.

6. [Each Contracting Party or participating fishing entity shall submit any proposals to the Executive Secretary to be circulated for discussion at the extraordinary meeting 14 days before the meeting.]

## **Part II – Representation and Official Contacts**

### **Rule 3 – Representation**

1. Each Contracting Party shall be represented at Meetings of the Parties by one designated representative who may be accompanied by alternate representatives, experts and advisers.
2. Observers referred to in Rule 19 may be represented by one designated representative who may be accompanied by alternate representatives, experts and advisers.
3. The names of representatives, alternate representatives, experts and advisers shall be submitted to the Executive Secretary in advance of any meeting to identify the name, position and role of each representative, alternate representative, expert and adviser.

### **Rule 4 – Official Contacts**

1. Each Contracting Party shall, as soon as possible after the adoption of these Rules, notify the Executive Secretary of at least two Official Contacts who shall, for the purposes of official communications about matters relating to the implementation of the Agreement, including all notifications, invitations and communications made pursuant to these Rules, be the official points of contact for that Contracting Party. Contracting Parties shall, as soon as possible after the Official Contacts of a Contracting Party change, inform the Executive Secretary of these changes.
2. Any notifications, initiations and communications made pursuant to these Rules or the Agreement are to be sent to nominated Official Contacts.

## **Part III – Chairperson and Vice-Chairperson**

### **Rule 5 – Elections**

1. The Meeting of the Parties shall elect a Chairperson and Vice-Chairperson of the Meeting of the Parties from among the representatives, alternate representatives and advisers of the Contracting Parties, each of whom shall serve for a maximum of two years and shall be eligible for re-election for one additional term of two years. The Chairperson and Vice-Chairperson shall be from different Contracting Parties.
2. The Chairperson and Vice-Chairperson shall take office at the conclusion of the meeting at which they are elected, with the exception of the first ordinary Meeting of the Parties where they will take office immediately upon their election.
3. While holding that office, a person who is elected as Chairperson despite remaining designated as the representative of a Contracting Party, shall not perform the duties of a representative, alternate representative, expert or adviser of a Contracting Party.
4. Whenever the Chairperson is unable to act, the Vice-Chairperson shall exercise the powers and duties of the Chairperson. The Vice-Chairperson shall act as Chairperson until the Chairperson resumes his or her duties. Whilst acting as Chairperson at a meeting, the Vice-Chairperson will not act as representative, alternate representative, expert or adviser of a Contracting Party.
5. In the event that the office of Chairperson falls vacant due to resignation or permanent inability to act, the Vice-Chairperson shall act as Chairperson until the next ordinary Meeting of the Parties on which occasion a new Chairperson shall be elected.

## **Rule 6 – Functions of the Chairperson**

1. In addition to exercising the powers conferred upon him or her elsewhere in these Rules, the Chairperson shall:
  - a) convene extraordinary Meetings of the Parties in accordance with Rule 2;
  - b) declare the opening and closing of each meeting;
  - c) preside at meetings;
  - d) ensure observance of these Rules;
  - e) rule on points of order;
  - f) call for and announce the result of votes;
  - g) approve, after consultation with the Executive Secretary, the provisional agenda for a meeting called pursuant to Part I of these Rules;
  - h) sign, on behalf of the Meeting of the Parties, a report of the proceedings of each meeting convened pursuant to Part I, for transmission to all Official Contacts and to any State, entity, inter-governmental or non-governmental organisation which has attended the meeting;
  - i) make such decisions and give such directions to the Executive Secretary as will ensure that the business of implementing the Agreement is carried out effectively and in accordance with the decisions of the Meeting of the Parties; and
  - j) perform any other functions as may be assigned to him or her by the Meeting of the Parties.
2. The Chairperson, in the exercise of his or her functions, remains under the authority of the Meeting of the Parties.
3. The Vice-Chairperson acting as Chairperson shall have the same powers and duties as the Chairperson.

## **Part IV – Secretariat**

### **Rule 7 – Arrangements for the carrying out of secretariat services**

1. The Meeting of the Parties may establish a Secretariat consisting of an Executive Secretary and such staff appointed by him or her and under his or her supervision, on such terms as the Meeting may determine in accordance with the Agreement, with due regard to principles of economy and efficiency. The Executive Secretary shall hold office for a period of four years from the date of appointment and shall be eligible for re-appointment by the Meeting of the Parties for one additional term. In the event the Executive Secretary is elected by vote, secret ballot shall be conducted unless otherwise decided by the Meeting of the Parties.
2. The Meeting of the Parties shall designate staff positions to be filled through appointments made by the Executive Secretary. The Meeting of the Parties shall fix the terms and conditions of employment for members of the Secretariat.
3. The Meeting of the Parties may decide to enter into an arrangement with an existing entity, such as the Secretariat of an international organisation that has in its scope the management of shared fisheries resources, to provide secretariat services for the Meeting of the Parties, on such terms as the



Meeting and the chief administrative officer of that Secretariat may determine. The arrangement will designate a suitably qualified official to act as Executive Secretary for the Meeting of the Parties and perform the functions set out in article 9 of the Agreement and these Rules.

4. Until such time as the Meeting of the Parties decides on arrangements for the carrying out of Secretariat services, the Meeting of the Parties may designate an acting Executive Secretary and the conditions of the arrangement to perform the Executive Secretary functions set out in article 9 of the Agreement and Rule Rule 9 for a period of time, as agreed by the Meeting of the Parties.

#### **Rule 8 – Secretariat’s functions and duties**

1. The Secretariat shall perform such functions and duties as are prescribed by the Meeting of the Parties including:

- a) receiving and transmitting the official communications of the Meeting of the Parties;
- b) facilitating the collection of data necessary to accomplish the objectives of the Agreement;
- c) making all necessary arrangements for each ordinary and extraordinary Meeting of the Parties and any subsidiary bodies where required
- d) preparing administrative and other reports for the Meeting of the Parties, the Scientific Committee and any other subsidiary bodies established;
- e) having the custody and proper preservation of the documents in the archives of the Meeting of the Parties;
- f) administering and reporting to each ordinary Meeting of the Parties on financial and staffing resources; and
- g) preparing a report on the Secretariat’s activities for the ordinary Meeting of the Parties.

#### **Rule 9 – Executive Secretary’s functions and duties**

1. The Executive Secretary shall assist the Meeting of the Parties and its subsidiary bodies in fulfilling their respective tasks.

2. The Executive Secretary shall:

- a) have full power and authority over the Secretariat subject to the general supervision of the Meeting of the Parties and within the provisions of any staff regulations;
- b) receive notifications of the designated representatives, experts and advisers at meetings and report thereon to the Meeting of the Parties as required;
- c) maintain a list of the Official Contacts of each Contracting Party and participating fishing entity;
- d) perform all duties assigned to him or her in the Financial Regulations;
- e) delegate to Secretariat staff any administrative duties as he or she may consider necessary for the effective implementation of his or her responsibilities in accordance with any staff regulations to be agreed by the Meeting of the Parties;

- f) manage the collection and sharing of data and information in accordance with standards, rules and procedures determined by the Meeting of the Parties pursuant to Article 6(1)(f) of the Agreement;
- g) keep the Meeting of the Parties informed of any issues or matters which may be of interest to them;
- h) communicate with other relevant regional fisheries management organisations / arrangements; and
- i) perform such other functions as may be assigned to him or her by the Meeting of the Parties.

3. While holding this position, an Executive Secretary shall not perform the duties of a representative, alternate representative, expert or adviser of a Contracting Party or a participating fishing entity.

## **Part V – Preparation for Meetings**

### **Rule 10 – Preparation for ordinary meetings**

1. The Executive Secretary shall issue invitations to all ordinary meetings to Contracting Parties and to observers referred to in Rule 19 no less than 60 days prior to an ordinary Meeting of the Parties;
2. The Executive Secretary shall prepare, in consultation with the Chairperson, a provisional agenda for an ordinary Meeting of the Parties. The provisional agenda shall be transmitted no less than 60 days prior to the meeting by the Executive Secretary to all Official Contacts and to observers referred to in Rule 19.
3. The provisional agenda of an ordinary Meeting of the Parties shall include:
  - a) items which have been requested by the Meeting of the Parties at an earlier meeting;
  - b) items proposed by a Contracting Party;
  - c) items associated with the budget of the Meeting of the Parties for the next financial year, the report on the accounts for the last financial year and the auditors' report;
  - d) recommendations of the Scientific Committee pursuant to Article 7(1) of the Agreement;
  - e) recommendations of any subsidiary bodies established by the Meeting of the Parties;
  - f) consideration of the special requirements of developing States, in particular the least developed among them and small-island developing States, pursuant to article 13 of the Agreement; and
  - g) any other items which the Chairperson or the Executive Secretary considers are necessary to put before the Meeting of the Parties.

4. A Contracting Party, the Chairperson or Executive Secretary may, at least 50 days before the date fixed for the opening of an ordinary meeting request the inclusion of supplementary items in the agenda. Such a request shall be accompanied by a written explanation of the proposed supplementary item. The Executive Secretary will circulate a revised provisional agenda to all Official Contacts and observers referred to in Rule 19 at least 40 days before the opening of the ordinary meeting.

5. Proposals to be discussed at an ordinary Meeting of the Parties shall be submitted to the Executive Secretary no less than 30 days before the date fixed for the opening of the meeting. The Executive Secretary shall make proposals and amendments available to Official Contacts as soon as possible after receipt but no later than 25 days before the beginning of the meeting.

Any other document to be discussed at an ordinary meeting shall be submitted to the Executive Secretary no less than 14 days before the date fixed for the opening of the meeting. The Executive Secretary shall make such documents available to Official Contacts as soon as possible after receipt but no later than 10 days before the start of the meeting.

#### **Rule 11 – Adoption of agenda**

At the beginning of the meeting, the Meeting of the Parties shall adopt its agenda on the basis of the provisional agenda and any supplementary items. The Meeting of the Parties may, in urgent circumstances, decide to place additional items of an important or urgent character on the agenda at any time during the meeting.

#### **Rule 12 – Taking of decisions**

1. Decisions of the Meeting of the Parties and its subsidiary bodies shall be taken in accordance with Article 8 of the Agreement except where the Agreement expressly provides otherwise.

2. [Each Contracting Party shall be entitled to one vote.]

3. Two thirds of Contracting Parties shall constitute a quorum.

4. Decisions adopted by the Meeting of the Parties shall become binding on all Contracting Parties 90 days after the date the decision was transmitted by the Executive Secretary in accordance with Rule 17 unless otherwise decided by the Meeting of the Parties.

5. Votes shall be taken by show of hands unless a Contracting Party requests that the vote be taken by a roll call or secret ballot and this request is supported by at least one other Contracting Party.

6.

#### **[Rule 13 - Intersessional decision-making]**

1. When necessary, a matter may be decided during the period between meetings via the Internet (eg. email, secure website) or other means of communication in accordance with the procedures set out in article 8 of the Agreement. Normally, such means of taking decisions shall be applied to matters of procedure, such as in deciding to convene an extraordinary meeting (Rule 2). However, in exceptional circumstances, where an urgent decision is necessary, such means of taking a decision may be applied to matters of substance .

2. The Chairperson may propose that a decision be put to an intersessional vote. The Executive Secretary shall transmit the proposal to each Contracting Party. Each Contracting Party will acknowledge receipt of the proposal.

3. If the Executive Secretary has not received an acknowledgement of receipt from Contracting Parties within one week of the date of transmittal, the Executive Secretary will retransmit the proposal for decision, and will use all reasonable means to ensure that it has been received.

4. Contracting Parties shall have 30 days to respond from the date of acknowledgement of receipt indicating whether they cast an affirmative vote, a negative vote or abstain from voting, unless a longer period is specified by the Executive Secretary.

[proposal] a simple majority will form a quorum; an abstention does not form part of the quorum

5. [If a Contracting Party who has received the proposal has not responded within the period specified, that Contracting Party shall be recorded as having abstained.]

6. [The Executive Secretary, in consultation with the Chairperson, shall promptly transmit the results of the vote to each Contracting Party.]

7. [If the proposal is adopted, the decision shall become binding on all Contracting Parties [90] days after the date the decision was transmitted by the Executive Secretary unless otherwise decided by the Meeting of the Parties.]

8. [No proposal transmitted by the Executive Secretary for an intersessional vote shall be subject to amendment during the voting period, unless otherwise agreed by the Contracting Parties.]

## **Part VII – Suspension of Voting or Participation Rights**

### **Rule 14 – Suspension of the exercise of voting or participation rights**

1. A contributor to the budget of the Meeting of the Parties which is in arrears in the payment of its financial contributions to the Meeting of the Parties shall not participate in the taking of decisions by the Meeting of the Parties if, at the time of the Meeting, the amount of its arrears equals or exceeds the amount of the contributions due from it for the preceding two full years. The Executive Secretary shall announce to the Meeting of the Parties a list of contributors to the budget of the Meeting of the Parties who do not have the right to vote prior to the commencement of the voting.

2. The Meeting of the Parties may, nevertheless, permit such a contributor to participate in the taking of decisions if it is satisfied that the failure to pay is due to conditions beyond the control of the contributor.

## **Part VIII – Reports of Meetings and Notifications**

### **Rule 15 – Reports of meetings**

1. Reports of each ordinary and extraordinary Meeting of the Parties shall be presented as soon as possible to all Contracting Parties and participating fishing entities by the Chairperson with assistance from the Secretariat. The Meeting of the Parties will adopt the official report prior to the close of that meeting. The Executive Secretary shall circulate the official report to all Official Contacts following the meeting.

2. Reports of the meetings of all subsidiary bodies of the Meeting of the Parties shall be circulated to the Contracting Parties and any participating fishing entities by the Executive Secretary. All such subsidiary bodies will adopt an official report prior to the close of that meeting.

#### **Rule 16 – Notification of decisions**

The Executive Secretary shall communicate the text of all decisions adopted by the Meeting of the Parties pursuant to article 8 of the Agreement to all Contracting Parties, participating fishing entities and to observers referred to in Rule 19 within 7 working days following the adoption of such a decision.

### **Part IX - Cooperating Non-Contracting Parties**

#### **Rule 17 – Participation of cooperating non-Contracting Parties**

1. Each year, the Executive Secretary shall invite all non-Contracting Parties who undertake fishing activities in the Agreement Area to cooperate with the Meeting of the Parties by acceding to the Agreement or, as the case requires, by applying to the Meeting of the Parties for the status of a cooperating non-Contracting Party.

2. Any State or regional economic integration organisation may apply to the Meeting of the Parties to be admitted in the capacity of a cooperating non-Contracting Party. Any applications for such admission should be received by the Executive Secretary at least [60] days before the ordinary Meeting of the Parties.]

3. When submitting an application for admission in the capacity of a cooperating non-Contracting Party, the applicant will give a formal written statement to the Meeting of the Parties of its commitment to:

- a) carry out the objectives of the Agreement;
- b) abide by conservation and management measures and all other decisions and resolutions adopted in accordance with the Agreement in particular with respect to the transmission of data that the Contracting Parties are required to submit to the Meeting of the Parties;
- c) take appropriate action to ensure that its fishing activities do not diminish the effectiveness of conservation and management measures and all other decisions adopted in accordance with the Agreement; and
- d) consult with the Contracting Parties to develop any other criteria for its admission in the capacity of a cooperating non-Contracting Party specific to its situation.

4. At each ordinary meeting, the Meeting of the Parties may decide to set aside fishing opportunities for cooperating non-Contracting Parties in accordance with Article 17(4) of the Agreement.

5. The commitments in paragraphs 3(a) to (c) of this Rule, and any specific criteria determined by the Meeting of the Parties in consultations with the applicant in accordance with paragraph 3(d), will be circulated amongst Official Contacts as soon as practicable by the Executive Secretary. These commitments will be reviewed by the Meeting of the Parties at its next ordinary meeting. The cooperating non-Contracting Party will reaffirm those commitments at that meeting. The Meeting of the Parties will decide whether to admit the applicant as a cooperating non-Contracting Party.

6. An applicant that is admitted by the Meeting of the Parties as a cooperating non Contracting Party shall attend ordinary and extraordinary Meetings of the Parties as an observer. The Meeting of the Parties may decide to restrict the participation of a cooperating non-Contracting Party to a particular agenda item or items.

7. At each ordinary meeting, the Meeting of the Parties will determine whether the cooperating non-Contracting Party qualifies to retain its status of cooperating non-Contracting Party. In the event that a compliance monitoring system is adopted by the Meeting of the Parties, cooperating non-Contracting Parties will be subject to the same performance assessment as Contracting Parties. Until such time as a compliance monitoring system is adopted, the Meeting of the Parties will evaluate the performance of the cooperating non-Contracting Party against the commitments referred to in Rule 18.3(a)-(d).

## **Part X – Observers**

### **Rule 18 – Observers**

1. In accordance with article 14 of the Agreement and these Rules, the following may participate as observers to the Meeting of the Parties and its subsidiary bodies:

- a) Coastal States with waters under national jurisdiction adjacent to the Area who are not Contracting Parties;
- b) cooperating non-Contracting Parties and non-Contracting Parties;
- c) the Food and Agriculture Organization of the United Nations and other United Nations bodies;
- d) the South West Indian Ocean Fisheries Commission
- e) regional fisheries management organisations with competence over high seas waters adjacent to or overlapping the Agreement Area; and
- f) other intergovernmental organisations and regional economic integration organisations concerned with matters relevant to the implementation of this Agreement.

2. A non-governmental organisation concerned with matters relevant to the implementation of this Agreement who wishes to participate as an observer shall notify the Executive Secretary at least [50 days] in advance of the meeting, together with an explanation of its interest in the work of the Meeting of the Parties. The Executive Secretary shall promptly notify Contracting Parties and participating fishing entities of the request. Any such non governmental organisation shall be invited to participate as an observer unless a simple majority of the Meeting of the Parties objects to the request by notifying the Executive Secretary in writing at least 20 days before the opening of the meeting. Observer status shall remain in effect for future meetings unless the Meeting of the Parties decides otherwise. The Meeting of the Parties may review and reconsider whether an observer retains its status.

3. Observers may participate in the deliberations of the ordinary and extraordinary meetings of the Parties and its subsidiary bodies at the discretion of the Meeting of the Parties but shall not be entitled to participate in the taking of decisions.

4. Observers may submit relevant documents to the Executive Secretary for distribution to the Meeting of the Parties or its subsidiary bodies as information papers at the discretion of the Meeting of the Parties and shall be given timely access to all documents subject to any Rules relating to the confidentiality of certain data and commercially sensitive information that the Meeting of the Parties may decide.

#### **[Part XI – Participation by Fishing Entities]**

##### **[Rule 19 – Participation by fishing entities]**

1. A fishing entity which has expressed its commitment to be bound by the terms of the Agreement will be a participating fishing entity 30 days from the receipt by the Chairperson of the Meeting of the Parties of a written instrument expressing this commitment. In accordance with Article 15(2) of the Agreement, a participating fishing entity may then participate in the Meeting of the Parties and its subsidiary bodies and in decision making in accordance with these Rules of Procedure.

2. [A reference to a Contracting Party or Contracting Parties in Rules 3, 10, 14 and 15 of these Rules of Procedure shall also include participating fishing entities./ Rules 3, 10, 14 and 15 of these Rules of Procedure apply mutatis mutandis to participating fishing entities]

3. [A reference to an action or decision to be taken by the Meeting of the Parties in these Rules of Procedure includes the participation of participating fishing entities in accordance with Article 15 of the Agreement and Rules 13, 14 and 20 of these Rules of Procedure.]

4. [As soon as possible after a fishing entity becomes a participating fishing entity, it shall notify the Executive Secretary of one or more Official Contacts who shall, for the purposes of official communications about matters relating to the implementation of the Agreement, including all notifications, invitations and communications made pursuant to these Rules, be the official points of contact for that fishing entity.]

#### **.Part XII – Transparency**

##### **Rule 20 – Open and closed meetings**

1. Consistent with article 14 of the Agreement, ordinary and extraordinary Meetings of the Parties and its subsidiary bodies shall be open to observers unless the Meeting of the Parties or the subsidiary body concerned decides that exceptional circumstances require that a meeting, or part thereof, be held in closed session.

2. Notwithstanding paragraph 1 of this Rule, meetings of any subsidiary body established to consider financial matters shall be restricted to budget contributors and discussions concerning the selection and appointment of the Executive Secretary shall ordinarily be conducted in a closed meeting.

3. All decisions of the Meeting of the Parties taken at a closed ordinary or extraordinary meeting shall be announced at the next open ordinary or extraordinary Meeting of the Parties. At the end of a closed meeting of a subsidiary body, the Chairperson of the subsidiary body may issue a communiqué through the Executive Secretary outlining any recommendations made at that closed meeting.

## **Part XIII – Rules of Procedure of Subsidiary Bodies**

### **Rule 21 – Subsidiary Bodies**

1. The Meeting of the Parties may determine the composition and terms of reference of any subsidiary body it may establish.
2. Subject to the provisions of the Agreement, each subsidiary body of the Meeting of the Parties may formulate and submit for approval by the Meeting of the Parties such rules as may be necessary for the efficient conduct of its functions.
3. [Except as otherwise provided in the Agreement, these Rules of Procedure apply, mutatis mutandis, to the proceedings of subsidiary bodies.

### **[Part XIII – Languages]**

#### **Rule 22 Official and working languages**

[The official and working languages of the Meeting of the Parties shall be English and French.]

## **Part XIV – Amendment of the Rules of Procedure**

### **Rule 23 – Method of amendment**

The Rules of Procedure shall be amended by a decision of the Meeting of the Parties in accordance with article 8 of the Agreement.

5. [

ANNEX I

## **INSTRUMENT FOR THE PARTICIPATION OF A FISHING ENTITY**

Considering that the Southern Indian Ocean Fisheries Agreement (the ‘Agreement’) was signed in Rome on 29 December 2006, and entered into force on 21 June 2012;

Noting that article 15 of the Agreement permits a fishing entity to deliver a written instrument to the Chairperson of the Meeting of the Parties expressing its firm commitment to be bound by the terms of this Agreement;

The Meeting of the Parties to the Agreement HEREBY INVITES [name of fishing entity], as a fishing entity, and [name of fishing entity] HEREBY DECLARES:

- (a) Its firm commitment to be bound by the terms of this Agreement, and to participate in ordinary and extraordinary Meetings of the Parties and its subsidiary bodies, in accordance with the Agreement and the Rules of Procedure;
- (b) That all domestic legal requirements have been fulfilled to enable [name of fishing entity] to implement its obligations under this Agreement;

IN WITNESS WHEREOF, the undersigned, being duly authorised to that effect, have appended their signature hereto.

DONE at [insert place] this [insert date] day of [insert month, year]. The original text of this Arrangement shall be delivered to the Chairperson of the Meeting of the Parties and then deposited in the treaty archives of the Director-General of the Food and Agriculture Organization of the United



Nations. The Chairperson will direct that a certified copy of this Arrangement be circulated to [name of fishing entity] and to all Contracting parties to the Agreement.

For [fishing entity]:

For the Chairperson of the Meeting of the Parties to the Southern Indian Ocean Fisheries Agreement:

## **Appendix M – Amended Draft Financial Regulations**

### Financial regulations of the South Indian Ocean Agreement

According to the terms of the decisions of the First Meeting of the Parties to the Southern Indian Ocean Fisheries Agreement, which took place on the 18th and 19th of October 2013 in Melbourne, Australia, the Meeting of the Parties agreed to develop financial regulations and a budget contribution formula to assess annual contributions. At that Meeting, France and Mauritius volunteered to progress the development of draft financial regulations to include options for a budget contribution formula to be considered by Contracting Parties in the intersessional period with a view to adoption at the next meeting of the Parties..

Furthermore, “The Meeting of the Parties also agreed the financial regulations need to be equitable, transparent, affordable and supported by robust systems. The Meeting of the Parties agreed that the draft financial regulations and options for a budget contribution formula should draw on the SPRFMO financial regulations as a model. Potential options for non-Contracting Party and other stakeholder contributions should also be explored. Options for interim financial arrangements (from the second Meeting of the Parties until agreed otherwise) should also be provided for consideration, if required.”

Finally, “the Meeting of the Parties agreed that the draft financial regulations and options for a budget contribution formula should be circulated to all Contracting Parties not less than five months prior to the next meeting of the Parties, to allow for a two month comment period with a revised draft circulated not less than 30 days prior to the next meeting of the Parties.”

The document presented in Annex I, written on the basis of the SPRFMO financial regulations, and amended in the light of useful provisions quoted from CCAMLR, IOTC and WCPFC financial regulations, three other RFMOs, is a first draft from the French administration to be examined and commented/amended by the Mauritius administration. Comments have been added to the text where provisions from other RFMO have been integrated. The structure of the document has also been rationalized in comparison with the SPRMO regulations with the separation of the Regulation “Income and expenditures” in two different Regulations: “Income and expenditures” as a Regulation number 5 and “Funds” as a Regulation number 6.

The need of a solution for interim financial arrangements has been integrated in the text by the way of a three-year period during which the contributions to the budget shall be equal (paragraph 5.1). This measure, inspired by the article XIX.3 of the CCAMLR Convention, allows building a fair budget for all the Contracting Parties waiting for a sufficient number of Parties to ratify the agreement and imply the differentiated contribution system developed in paragraph 5.2 and 5.2b.

Some of the provisions in this document refer to a Finance and Administration Committee. Nevertheless, the Agreement does not include any reference to such a forum. In the case it would not be considered needed by the Parties, it would be necessary to delete paragraph 3.6 and to amend paragraphs 6.5 and 6.6, by giving to the Meeting of the Parties the responsibilities assumed by the Finance and Administration committee in the current version.

Finally, the document attached does not integrate any mechanism to allow the participation of Non Contracting Parties and Industries to the budget. If needed, such a system could be added, for example

by establishing a percentage of the total budget to be financed by such entities. Nevertheless, such a system should be limited enough so as not to constitute a disincentive for potential Parties to participate in the work of the Meeting of the Parties, and for the industries to develop their activity in the South Indian Ocean.

Annex : Draft Financial Regulations of the Meeting of the Parties

## REGULATION 1

### APPLICATION

1.1 These regulations shall govern the financial administration of the Meeting of the Parties.

## REGULATION 2

### FINANCIAL YEAR

2.1 The financial year shall be the 12 month period from 1 July to 30 June of the following year, both dates inclusive.

## REGULATION 3

### BUDGET

3.1 The Executive Secretariat shall prepare draft budgets in accordance with Article 5(4) of the Agreement comprising estimates of receipts and proposed expenditures by the Meeting of the Parties and any subsidiary bodies established pursuant to Article 7 of the Agreement for the ensuing two financial years. The draft budget and annual contributions shall be assessed in [currency to be decided].

3.2 The estimates and forecast shall be divided into items, and if necessary into sub-items, and shall be accompanied by information requested by the Meeting of the Parties or that the Executive Secretary may deem useful.

3.3 The draft budget should include provision to allocate funds towards financial assistance for the purposes outlined in article 13(4) of the Agreement which pertains to support for developing states, in particular the least developed among them and small island developing States and, where appropriate, territories and possessions, in accordance with decisions reached by the Meeting of the Parties.

3.4 3.5 The Executive Secretary shall submit the draft budget to all the Contracting Parties to the Agreement at least 60 days prior to the annual ordinary Meeting of the Parties.

3.6 Until such time as the Meeting of the Parties establishes a Finance and Administration Committee, the functions of the Finance and Administration Committee, outlined in these Regulations, shall be carried out by the Meeting of the Parties.

3.7 The Finance and Administration Committee shall meet during each ordinary Meeting of the Parties and shall examine the draft budgets and the Financial Report described in paragraph 8.2. The Finance and Administration Committee shall report thereon to the Meeting of the Parties, including recommendations. After consideration of the Finance and Administration Committee's report, and

after any necessary adjustments or revisions have been made, the Meeting of the Parties shall adopt a budget for the ensuing financial year.

3.8 If the Meeting of the Parties is unable to adopt a budget, the level of contributions to the administrative budget of the Meeting of the Parties shall be determined in accordance with the budget for the preceding year for the purposes of meeting the administrative expenses of the Meeting of the Parties for the following year until such time as a new budget can be adopted by consensus.

#### REGULATION 4

##### APPROPRIATIONS

4.1 The appropriations adopted by the Meeting of the Parties in the budget shall constitute an authorisation to the Executive Secretary to incur obligations and make payments for the purposes up to the amounts outlined in the budget.

4.2 Appropriations shall remain available for 12 months following the end of the financial year to which they relate to the extent that they are required to discharge obligations incurred during that financial year. At the end of the 12-month period, any unliquidated prior year obligations shall be cancelled, or, where the obligations remain a valid charge, transferred as obligations against current appropriations.

4.3 The Executive Secretary may authorise the transfer of up to 10 per cent of appropriations between sub-items of an item. The Chairperson of the Meeting of the Parties may authorise the Executive Secretary to make transfers between sub-items of an item above this limit. The Chairperson of the Meeting of the Parties may authorise the Executive Secretary to make transfers of up to 10 percent of appropriations between items. The Meeting of the Parties may authorise the transfer of appropriations between items above this limit. All transfers will be reported by the Executive Secretary to the ordinary Meeting of the Parties.

4.4 The Executive Secretary may also enter into obligations for future financial periods when such obligations are for program activities which have been approved by the Meeting of the Parties and will continue beyond the end of the current financial year.

#### REGULATION 5 - ANNUAL CONTRIBUTIONS

5.1 During a three-year period following the adoption of the first budget, the contributions of the Parties shall be equal .

5.2 At the conclusion of the three-year period specified in the paragraph 5.1, each Contracting Party to the Agreement shall contribute to the annual budget of the Meeting of the Parties. Pursuant to Article 5.4 of the Agreement, contributions shall be made in accordance with the following formula:

a) a basis representing 10 per cent of the total budget equally divided among all the Contracting Parties;

b) 10 per cent of the total budget equally divided among the Contracting Parties having fishing operations in the Area and targeting species covered by the Agreement;

c) 40 per cent of the total budget shall be allocated among the Contracting Parties on the basis of the per capita GDP classification established by the World Bank as follows: high income

Contracting Parties shall be weighted by the factor of 8, middle income Contracting Parties by the factor of 2 and low income Contracting Parties by the factor of 0;

d) 40 per cent of the total budget shall be allocated among the Contracting Parties in proportion to their average catch in the three calendar years beginning with the year five years before the year to which the contributions relate, weighted by a coefficient reflecting their development status as follows OECD members by a factor of 1 and other Contracting Parties by the factor of one third:

high income Contracting Parties by a factor of [1], middle income parties by a factor of [x] and low income parties by a factor of [x]

5.2b After the three-year period specified in the paragraph 5.1, each Contracting Party shall contribute to the annual budget, in accordance with the following formula referred to in Article 5.4:

a) a base fee of 10 % divided in equal shares between all Contracting Parties, except that any developing Contracting Party that was not engaged in fishing for fishery resources in the previous financial year shall have its notional share reduced by 25 % with the consequent shortfall apportioned equally among the other Contracting Parties;

b) a national wealth component of 30 per cent

i) 15 points shall be divided among the Contracting Parties according to the Gross National Income classification established by the World Bank as follows: high income Contracting Parties shall be weighted by the factor of 8, middle income Contracting Parties by the factor of 2 and low income Contracting Parties by the factor of 0;

ii) 15 points shall be divided among the Contracting Parties according to the per capita Gross National Income classification established by the World Bank as follows: high income Contracting Parties shall be weighted by the factor of 8, middle income Contracting Parties by the factor of 2 and low income Contracting Parties by the factor of 0;

c) a catch component of 60 per cent shall be divided among the Contracting Parties fishing in the Area, in proportion of their respective catches on the basis of a three year average of their total reported catches.

5.2c After the three-year period specified in the paragraph 5.1, each Contracting Party shall contribute to the annual budget, in accordance with the following formula referred to in Article 5.4:

a) a basis representing 10 per cent of the total budget equally divided among all the Contracting Parties;

b) a national wealth component of 30 per cent, half of which shall be divided among the

Contracting Parties according to their respective Gross National Income (as defined by the World Bank), and the remaining half % divided among Contracting Parties according to their Gross National Income per capita (as defined by the World Bank)

c) a catch component of 60 per cent shall be divided among the Contracting Parties fishing in the Area, in proportion of their respective catches on the basis of a three year average of their total reported catches.

5.3 After the formal adoption of the budget , the Executive Secretary shall notify to each Contracting Party its annual contribution by 30 April, or 60 days in advance of the due date.

5.4 Annual contributions shall be due and payable in full on the first day of the financial year, 1 July each year. Contributions shall be paid no later than 30 November year. The Meeting of the Parties has the authority to permit extensions to the due date of up to 90 days for individual Contracting Parties who are unable to comply with this Regulation. After that date, any unpaid balance shall be considered to be in arrears.

a) Pursuant to Rule 15 of the Rules of Procedure Of Meetings of the Parties, a Contracting Party that is in arrears corresponding to two consecutive years of contribution or more, shall lose the right to participate in the taking of decisions until it has paid all monies owed by it to the Meeting of the Parties.

b) The Meeting of the Parties may determine that a developing Contracting Party may not receive financial assistance to travel to Meetings of the Parties until it has paid all monies owed by it to the Meeting of the Parties..

5.5

5.6 A new Contracting Party who becomes a Party during the first six months of the financial year shall be liable to pay, within 90 days, the full amount of the annual contribution which would have been payable had it been a Contracting Party when assessments were made. A new Contracting Party who becomes a Party during the last six months of the financial year shall be liable to pay, within 90 days, half of the amount of the annual contribution which would have been payable had it been a Contracting Party when assessments were made.;

5.7 The Executive Secretary shall submit to each Meeting of the Parties a report on the collection of annual contributions received, and any investment and other income received and shall similarly include this information on the Financial Report provided to Parties pursuant to paragraph 8.2.

## REGULATION 6

### FUNDS

6.1 There shall be established proper books of account for the purpose of accounting for the receipts and expenditures of the Meeting of the Parties, including a General Account, into which annual membership contributions will be paid, Accumulated Surplus Account , and any such other account as the Meeting of the Parties may decide to establish.

6.1bis The Meeting of the Parties will determine the quantum of funds to be set aside into any fund established to fulfil the purposes outlined in Article 13.4 consistent with the annual budget and programme activities as agreed by the Meeting of the Parties.

6.1 The administration of any fund established to fulfil the purposes outlined in Article 13.4 will be consistent with Annex 1 of these Regulations.

6.2 Annual contributions paid under paragraph 5.2 and any other incomes accruing to the Organisation different from those credited to the Accumulated Surplus Account and the account for the fund described in Article 13.4 of the Agreement shall be credited to the General Account.

6.3 The receipts credited to the General Account shall include:

a) annual contributions paid under regulation 5.2

a) bis excess of receipts over expenditures at the end of the financial year;

b) the balance of any unexpended appropriations at the end of the 12-month period specified in paragraph 4.2;

c) refunds, from any source, of prior year's expenditures of the Agreement.

d) Voluntary contributions received from Contracting Parties, observers and any other entities, with the condition that no offset can be granted for the payment of such contributions.

e) any other incomes accruing to the Meeting of the Parties other than those credited to other accounts established by the Meeting of the Parties

6.4 Monies available in the General Account, or any other account established by the Meeting of the Parties, may be used temporarily to the extent necessary to finance appropriations pending receipt of annual payments by Parties of the Agreement.

6.5 The Meeting of the Parties shall, on the basis of advice from the Finance and Administration Committee, if any, prescribe conditions under which the Chairperson may authorise expenditures from the General Account to meet unforeseen and extraordinary expenses.

6.6 The Finance and Administration Committee and the Meeting of the Parties shall review the amount available in the General Account during each annual meeting. Insofar as possible, the Meeting of the Parties shall anticipate unforeseen expenditures during the succeeding three years and shall attempt to maintain the General Account at a level sufficient to finance operations during the first three months of the financial year plus an amount up to a maximum of 10 % of the annual budget for the current financial year for use in an emergency in accordance with paragraph 6.5; and may agree to carry over residual funds for this purpose in accordance with paragraph 4.2

6.7 The incomes credited to any fund established to fulfil the purposes outlined in Article 13.4 of the Agreement shall include:

a) Annual contributions of new Parties to the Agreement who have become new Parties after the adoption of the budget, where these new contributions have not been taken into account in the constitution of the budget;

b) Voluntary contributions received from Contracting Parties, observers and any other entities, with the condition that no offset can be granted for the payment of such contributions.

6.8 Any fund established to fulfil the purposes outlined in Article 13.4 of the Agreement shall be administered in accordance with the guidelines set out in Annex 1 to these Regulations.

## REGULATION 7

### BOOKS OF ACCOUNT

7.1 The Executive Secretary shall ensure that appropriate records and accounts are kept of the financial transactions and affairs of the Meeting of the Parties. He/she shall also ensure that all payments out of the General Account (or any other account established under Regulation 6) are correctly made and properly authorised, and that adequate control is maintained over the assets of, or in custody of, the Meeting of the Parties and over incurring of liabilities by the Meeting of the Parties.

7.2 The Executive Secretary shall maintain such accounting records as are necessary for each financial year, including:

- a) revenue and expenditures;
- b) the status of appropriations, including:
  - i) the original budget appropriations;
  - ii) transfers between appropriation categories;
  - iii) amounts charged against appropriation categories;
- d) the status of the General Account and other accounts;
- e) funds held in currencies other than [the agreed working currency of paragraph 3.1],  
and

f) the status of investments, and any other financial assets or liabilities of the Agreement, including losses of assets proposed.

7.3

7.4 The Executive Secretary may, after full investigation, authorise the writing off of losses of cash, stores, and other assets, provided that a statement of all such amounts written off shall be submitted to the Meeting of the Parties and the auditors with the annual financial statement.

## REGULATION 8

### FINANCIAL REPORTING

8.1 The Executive Secretary shall provide a mid-year financial statement to the annual Meeting of the Parties that provides an overview of the budget position, including a summary of revenue, expenditure and the balance of any accounts;

8.2 The Executive Secretary shall prepare an annual Financial Report providing an overview of the budget position, annual financial statements for the financial year to which they relate for all accounts and for any funds held in reserve in accordance with the requirements of Regulation 7.

8.3 The Financial Report shall be submitted by the Executive Secretary to the auditor no later than 60 days following the end of the financial year to enable the preparation of the Auditor's Report described in Regulation 11.8.



8.3 The Executive Secretary will provide the Financial Report and Auditor's Report to the Meeting of the Parties not later than 31 December immediately following the end of the financial year.

8.4 The Finance and Administration Committee will consider the Financial Report and Auditor's Report at the next meeting of that Committee.

8.5 The Chairperson of the Finance and Administration Committee shall forward to the Meeting of the Parties any comments the Finance and Administration Committee may have made on the Financial Report.

## REGULATION 9

### CUSTODY AND INVESTMENT OF FUNDS

9.1 The Executive Secretary shall designate the bank or banks in which the funds of the Commission shall be kept and shall report the identity of the bank or banks so designated to the Meeting of the Parties.

9.2

The Meeting of the Parties may authorise the Executive Secretary to make short-term investments of monies not needed for the immediate requirements of the Meeting of the Parties. Such investments shall be restricted to securities and other investments issued under Government guarantee. The details of investments transactions and revenue derived shall be reported in the annual financial statement.

9.3 With regard to monies held in trust or special funds for which use is not required for at least 12 months, longer-term investments may be authorised by the Meeting of the Parties provided that such action is consistent with the terms and conditions under which the monies were lodged with the Meeting of the Parties.

## REGULATION 10

### SALARIES

10.1 The Meeting of the Parties shall adopt, as necessary, a salary scale for the Executive Secretary and other employees of the Secretariat.

10.2 The Executive Secretary shall make arrangements to ensure that any employee of the Secretariat who is subject to national income tax can be reimbursed tax paid on his/her salary. Such arrangements shall be made only on the basis that the direct costs of reimbursement are paid by the employee's home country.

## REGULATION 11

### EXTERNAL AUDIT

11.1 The Meeting of the Parties shall engage an independent external auditor to be appointed for a three year term with the option of reappointment. The costs of this service are to be included in the annual budget.

11.2 Having regard to the budgetary provisions for the audit, the auditor shall perform such an audit as he or she deems necessary to certify:

a) that the financial statements accord with the books and records of the Meeting of the Parties;

b) that the financial transactions reflected in the statements have taken place in accordance with the relevant rules and regulations, the budgetary provisions, and other applicable directives;

c) that the monies on deposit and on hand have been verified by a statement from relevant financial institutions.

11.3 Subject to the directions of the Meeting of the Parties, the auditor shall judge the acceptance in whole or part of the certifications by the Executive Secretary and may proceed to such detailed examination and verifications as he or she chooses of all financial records, including those related to supplies and equipment if considered necessary.

11.4 The auditor may affirm by test the reliability of the control maintained over assets, as described in regulation 7.1 and may make such reports with respect thereto as he or she may deem necessary.

11.5 The Executive Secretary will provide to the auditor and his or her staff free access at all convenient times to all books of account and records which are, in the opinion of the auditor, necessary for the performance of the audit. Information classified in the records of the Executive Secretary as confidential, and which is required for the purposes of the audit, shall be made available upon application to the Executive Secretary, provided the auditor agrees to respect the confidentiality of the information.

11.6 The auditor, in addition to certifying the Financial Report, may make such observations in his or her report, as he or she deems necessary with respect to the efficiency of the financial procedures, the accounting system, the internal financial controls and, in general, the financial consequences of administrative practices. In no case, however, shall the auditor include criticism in his or her audit report without first affording the Executive Secretary an opportunity to explain the matter under observation. Audit objections to any item in the Financial Report shall be immediately communicated to the Executive Secretary.

11.7 The auditor shall have no power to remove items in the accounts, but shall draw to the attention of the Chairperson of the Finance and Administration Committee and the Executive Secretary any transaction concerning which they entertain doubt as to legality or propriety. The Chairperson of the Finance and Administration Committee shall inform the Meeting of the Parties of these concerns.

11.8 The auditor shall conduct an examination of the financial statement in conformity with generally accepted auditing standards and shall report on all relevant matters including:

(a) whether, in his or her opinion, the financial statements in the Financial Report are based on proper accounts and records;

(b) whether the financial statements in the Financial Report are in agreement with the accounts and records;

(c) whether, in his or her opinion, the income, expenditure and investment of moneys and the acquisition and disposal of assets by the Meeting of the Parties during the year have been in accordance with these Regulations; and

(d) observations with respect to the efficiency and economy of the financial procedures and conduct of business, the accounting system, internal financial controls and the administration and management of the Meeting of the Parties.

11.9 The auditor shall provide a copy of this report to the Executive Secretary and the Chair of the Finance and Administration Committee not later than 90 days after having received the year's Financial Report from the Executive Secretary.

11.10 The Finance and Administration Committee shall forward to the Meeting of the Parties any comments the Finance and Administration Committee may have made on the Auditor's Report

11.11 Following consideration of the Financial Report and the Auditor's Report, and any comments from the Finance and Administration Committee, the Meeting of the Parties shall signify its acceptance of the audited Financial Report or take such action as it may consider appropriate.

## REGULATION 12

### DELEGATION OF AUTHORITY

12.1 The Executive Secretary may delegate to other employees of the Secretariat such of his/her powers as he/she considers necessary for the effective implementation of these Regulations.

## REGULATION 13

### INTERPRETATION

13.1 The Chairperson of the Meeting of the Parties shall rule, in cases of doubt as to the interpretation and application of any of these Regulations. Such rulings shall be forwarded to the Finance and Administration Committee for information purposes.

## REGULATION 14

### AMENDMENT

14.1 These financial regulations may be amended by consensus of the Meeting of the Parties.

## ANNEX 1

### GUIDELINES FOR THE ADMINISTRATION OF THE FUND DESCRIBED AT ARTICLE 13.4 OF THE AGREEMENT

1) These Guidelines are adopted to make financial provisions for the purposes outlined in Article 13.4 of the Agreement.

#### Resourcing

- 2) By the 30 June each year, the Executive Secretary shall write to Contracting Parties, cooperating non-Contracting Parties or other sources of potential support for the Special Requirements Fund seeking voluntary contributions to the Fund for the ensuing financial year.
- 3) Voluntary contributions may be used for the development of technical capacity to support the effective participation of developing Contracting Parties in the work of the Meeting of the Parties and its subsidiary bodies and to enhance participation in fisheries within the Area..
- 4) Voluntary contributions must be accompanied by information sufficient to enable the Executive Secretary to determine whether a contribution is intended for the Special Requirements Fund or a different purpose.
- 5) On 1 July each year, the Executive Secretary shall transfer from the General Account to the Special Requirements Fund an amount approved by the Meeting of the Parties at each ordinary annual meeting. Such amount shall be used solely to support the attendance and participation at each meeting of the Parties and its subsidiary bodies of one representative of each eligible developing Contracting Party.
- 6) Consistent with Regulations 3.4 and 7.1, the Executive Secretary shall maintain accounting records for the Special Requirements Fund . The Executive Secretary will report on the allocation of those funds towards participation in meetings of the Parties, assistance provided for development of technical capacity.
- 7) The opportunity to access the available funds for the development of technical capacity for any particular period will remain open for as long as funding is available in that financial year. Contracting Parties will be advised if funds reach 50% and then 25% of the amount advised as available, or if significant new contributions are received.

#### Participation in Meetings of the Parties

- 8) A representative from each developing Contracting Party, in particular the least developed among them and small island developing States, and as appropriate, territories and possessions in the region, will be eligible to receive financial assistance to participate in any Meeting of the Parties or its subsidiary bodies.
- 9) Financial assistance is intended to cover the costs of flights and accommodation to the meeting and will be paid on a reimbursement basis.
- 10) The eligible developing Contracting Party shall notify the Executive Secretary of its representative.
- 11) Within 30 days of the completion of the meeting, the representative supported by the Special Requirements Fund shall provide a [brief][one page] report to the Executive Secretary describing the benefits of attendance, lessons learnt, and identified tasks arising from the meeting.

#### Eligibility and Procedure – Development of Technical Capacity

- 12) Developing Contracting Parties, in particular the least developed among them and small island developing States, and as appropriate, territories and possessions in the region, may be eligible for financial assistance to develop technical capacity to support their participation in the work of the Meeting of the Parties

- 13) Proposals for projects seeking support from the Special Requirements Fund should be sent to the Executive Secretary.
- 14) Only proposals received in the format described in Schedule A will be considered for support from the Special Requirements Fund.
- 15) A review of proposals received from developing Contracting Parties or participating territories to access funds from the Special Requirements Fund may involve the Chairperson of the Meeting of the Parties or any subsidiary body, affiliated institutions or independent experts providing advisory services to the Meeting of the Parties or a subsidiary body. Proposals will be reviewed as they are received.
- 16) The Executive Secretary, in consultation with the review panel, will take reasonable steps to complete an initial assessment of proposals received, and communicate the result of that assessment [to whom] within 45 days of the receipt of the proposal by the Executive Secretary.
- 17) In assessing a proposal, the Review Panel will take into account the criteria outlined in Schedule B [Selection and Evaluation Criteria].
- 18) For each project funded under the Special Requirements Fund a member of the Secretariat will be nominated as Project Liaison Officer.
- 19) Project monitoring and evaluation will be undertaken through:
- submission of quarterly narrative and Financial Reports by the applicant;
  - submission of a final narrative and Financial Report at the end of the project;
  - written and verbal communication as necessary with the Project Liaison Officer or other relevant staff of the Secretariat.
- 20) If considered necessary by the Executive Secretary, a post-completion evaluation of the project may be requested by the Executive Secretary, in order to verify project results and outcomes, and improve on the design and implementation of future projects funded by the the Special Requirements Fund.

## SCHEDULE A

### Proposal for funding from the Special Requirements Fund

- Proposal content should be succinct, unambiguous, and descriptive.
- Proposals must be signed by the relevant representative or an appropriately authorised alternate representative of the Contracting Party making the proposal.
- Proposals that do not meet these criteria may be returned unprocessed.

### I. Proposal Cover Sheet [Check List] [check to ensure that the following are included in the proposal]

- Date of formal submission to the Executive Secretary
- Required signatures
- Proposal Summary (250 words)

- Contact details for the Project Manager
- Introduction: current situation needs assessment, relationship to the Agreement and participation in the work of the Meeting of the Parties, previous activity related to the proposal, objectives, impact, importance and potential benefits.
- Methods and approach, description of major tasks, partnership roles and responsibilities, fisheries and environmental impact, long-term planned related work.
- Project Management roles and responsibilities (particularly that of the project manager), narrative and Financial Reporting schedule.
- Support Arrangements, relations with other institutions, agencies or organisations.
- Expected results and outcomes
- Itemised budget, co-financing and audit arrangements
- Personnel overview
- Reference Literature

## II. Date of Submission

The date the submission is forwarded to the Commission.

## III. Project Summary (250 words)

A Project Summary must be completed and inserted immediately behind the Proposal Cover Sheet [Check List].

## IV. Proposal Narrative (6 pages maximum)

### A. Introduction

1. Situation, need, and previous efforts – describe gaps in knowledge or capabilities, why the proposed project should be performed, review significant work related and how the project is relevant to the purpose of the Fund described in Article 13.4 of the Agreement.
2. Objective(s) – State the anticipated outcome(s).
3. Applications, benefits, and importance - describe how the anticipated results relate to the purpose/objectives of the Convention, the expected benefits, including the utility of the results to other Members of the Commission.

### B. Methods and Approach

1. Description of major tasks- divide the proposed effort into a meaningful set of tasks that must be performed to accomplish the objective(s) and describe each task.
2. Environmental impact - State and explain any possible impact that your project will have on the environment and fishery resources in the Convention Area.

3. Future efforts - If there are future efforts that should be performed in order for the project to be meaningful, or of major significance, please describe briefly the type, extent, and timing of those efforts. Is this a multi-year project? If possible, the individual parts (i.e., each year's effort) should stand alone – be described and reported upon.

#### C. Project Management

1. Administration - describe the administrative responsibilities and authority of those involved in the execution of the Proposal - particularly those of the overall project manager (including full contact details).

2. Roles/assignments and participation time - Describe the team composition (including names and affiliations of key individuals) and the assignments of team members to major tasks. Provide specific estimates of the time (in hours, days, etc., not percent) that each member will work on the project.

.

#### D. Support Requirements and Conditions

1. Cooperation from other organisations - If a clearance or permit(s) from any government agency is required for execution of the project, please provide the name of the agency, the method of obtaining the clearance or permit, and the time required or state "none".

2. Data or facility access - If access is required to data or facilities held by another organisation, please identify the data or facility, the nature and type of access required, the methods of obtaining such access, and the effect of being denied access or state "none".

#### E. Results and Deliverables

Two types of reports are required.

1. Quarterly Narrative and Financial Progress Reports - The project manager shall provide quarterly narrative and financial progress reports to the Executive Secretary. The reports will consist of updates on progress toward work - objectives, justification, approach, results to date, any problems encountered, actions taken to resolve problems, discussion of remaining tasks, funds received (including co-financing), expenditure to date (including from co-financing sources), funds on hand, etc. Quarterly reports will be due within 30 days after the end of each quarter unless otherwise agreed with the Executive Secretary.

2. Final Report – The project manager shall prepare a draft final report summarising the objectives, methods, approach, results, significance and lessons learned from the study. The draft final report will be submitted to the Executive Secretary within 45 days of the scheduled completion of the project unless prior approval for an extension has been received in writing by the project manager . The draft final report may be reviewed by the Parties and returned with comments proposing means to address outstanding issues or gaps within 30 days of its receipt by the Meeting of the Parties. The project manager will address the comments and submit the final report with revisions within 30 days of receiving the Parties' comments.

3. Deliverable Items and Schedule - Describe what is to be delivered with the successful implementation of the proposal. Provide a schedule for all deliverables.

## F. Literature Cited

References used in the proposal narrative.

## G. Budget Summary

1. General Information – Partners in this request have previously benefited from \$\_\_\_\_\_ disbursed under the Fund described in Article 13.4 of the Agreement. \$\_\_\_\_\_ to the Fund described in Article 13.4 of the Agreement was received in 201? and an additional \$\_\_\_\_\_ was received in 201?
2. Detailed Itemised Budget including co-financing and funding in-kind – attach a detailed monthly budget identifying all sources of funding and items of anticipated expenditure. A cash flow summary will provide a schedule of anticipated disbursement of funds from the the Fund described in Article 13.4 of the Agreement.
3. Audit – detail when, and by whom, the audit of funds received will be conducted and the submission date for the audit to the Commission.

## H. Biographies and Qualifications

Provide a brief biography for each team member that highlights education, experience, and publications related to the proposed project.

## I. References

Cite any literature that is directly related to the proposal.

## SCHEDULE B

SELECTION AND EVALUATION CRITERIA TO BE USED BY THE SECRETARIAT /review panel/

- Has a clear need for the project been identified?
- What are the outcomes sought?
- Who will benefit from the project?
- Does the project clearly seek to complement or improve existing fisheries conservation and management tools or capabilities in a way that will improve the ability of one or more developing member States to implement its obligations under the Convention?
- Does the project duplicate existing assistance programmes being delivered bilaterally or through by regional organisations?
- Will the project benefit more than just the individual or country (i.e. can the activity be extended to other stakeholders/ countries)
- Are the proposed costs of the activity reasonable and in proportion to the likely benefits?
- Is there an appropriate financial contribution from the national government?



- Has the applicant received prior support from the Fund described in Article 13.4 of the Agreement? If so, was the activity successful?
- Are the project outcomes and objectives clearly set out?
- Are the approach and methods well described?
- Does the applicant/ beneficiary have the demonstrated capacity to benefit fully from the project and ensure the outputs are fully utilised?
- Does the project involve a broad range of stakeholders from the fishery sector?
- Is there provision for disseminating information on the project's activities and results to an appropriate range of stakeholders or the general public?
- How will the success of the intervention be measured?
- Who is responsible for ensuring the success of the intervention?

**Appendix N - Interim Recommendations on Gillnets**  
**Recommendation 15.01**  
**Interim Recommendation for Deepwater Gillnets<sup>1</sup> in the Southern  
Indian Ocean Fisheries Agreement Area**

***The Contracting Parties to the Southern Indian Ocean Fisheries Agreement;***

**RECOGNISING** that the Agreement calls on the Contracting Parties, in giving effect to the objectives of the Agreement, to adopt conservation and management measures (CMMs) that ensure the long-term conservation and sustainable use of the fishery resources in the Area, taking into account the need to conserve marine resources and to evaluate the impact of fishing on the fishery resources and on the marine environment, taking into account the environmental and oceanographic characteristics of the Area (Articles 2 and 6(1)(c & d));

**FURTHER RECOGNISING** Article 4(c) which calls on the Contracting Parties to apply the precautionary approach in accordance with the Food and Agriculture Organisation of the United Nations Code of Conduct for responsible fisheries and the Agreement for the implementation of the provisions of the United Nations Convention on the Law of the Sea of the 10 December 1982 relating to the conservation and management of straddling fish stocks and highly migrating fish stocks, whereby the absence of adequate scientific information shall not be used as a reason for postponing or failing to take conservation and management measures and Article 4(e) which calls on Contracting Parties to minimise the harmful impacts that fishing activities may have on the marine environment.

**MINDFUL** of Article 16 of the Agreement that calls on the Contracting Parties to cooperate with other international fisheries and related organisations on issues of mutual interest;

**NOTING** Resolution 61/105, adopted by the United Nations General Assembly (UNGA) at the 61<sup>st</sup> Plenary Meeting on 8 December 2006 and subsequent resolutions of UNGA that call on states and regional fisheries management organisations to regulate bottom fisheries and implement measures in accordance with the precautionary approach and ecosystem approaches to fisheries management;

**CONCERNED** by the possible impact of deepwater gillnets on fishery resources and bycatch species and deep sea habitats, including the impact of lost and/or abandoned gillnets; with the intention to work towards a binding permanent measure on the basis of the best scientific information available.

**HEREBY** adopts the following interim recommendation measure in accordance with Articles 6 and 8 of the Agreement and in accordance with the relevant decisions of the First Meeting of the Contracting Parties:

<sup>1</sup>Deepwater gillnets' (trammel net, set nets, anchored nets, sink nets) are defined as strings of single, double or triple netting walls, held vertically, on or near the bottom, in which fish will gill, entangle or enmesh. Deepwater gillnets consist of single or, less commonly, double or triple netting mounted together on the same frame ropes. Several types of nets may be combined in one gear. These nets can be used either alone or, as is more usual, in large numbers placed in line ('fleets' of nets). The gear can be set, anchored to the bottom or left drifting, free or connected with the vessel.

1. Contracting Parties recommend that deep-water gillnets not be used in the SIOFA Area of Application.
2. This interim Recommendation will expire on the last day of the 2016 annual session of the Meeting of the Parties.
3. This interim Recommendation enters into force one month after its adoption by the Meeting of the Parties.
4. At the next Meeting of the Parties, Contracting Parties shall provide a report on the implementation of this Recommendation.

## **Appendix O – Report from the Republic of Korea on Fishing Efforts in the Agreement Area**

### **1. Korea's fishing activities in SIOFA areas**

#### 1.1 Drift gillnets / bottom gillnet

No vessel has operated using Drift and bottom gillnet in SIOFA Areas.

#### 1.2 Bottom longline

In 2014, no operation had been made in 2014. In 2013, three Bottom longline vessels fished in the Agreement Area and caught 153 tonnes of Patagonia toothfish and 2 tonnes of bycatch which include skates and sharks.

From 2012 to 2013, exploratory fishing authorizations had been issued for those three vessels notifying an establishment of BPA(Benthic Protected Area) where bottom trawling is forbidden and its obligation to comply with domestic regulation established in April, 2009 to regulate bottom fishing activities in High sea in conformity with UN Resolutions.

#### 1.3 Bottom Trawl

In 2014, no operation had been made in 2014. In 2013, one Bottom Trawler fished in the Agreement Area and caught 733 tonnes of Alofonsino and 20 tonnes of bycatch which include cardinal fish.

### **2. The Measures taken by Korea**

#### 2.1 Data record & Catch Report

Logbooks are filled in every day onboard and Monthly catch report (including zero catch report) is required to be submitted to the NRFRD. And those reported data have been provided to the IOTC secretariat

#### 2.2 VMS

Vessels had been equipped with a full-time operational vessel monitoring system  
Onboard polling every once hour. The FMC in Korea monitors those vessel 24hours a day.

#### 2.3 Observer

100% observer coverage was achieved for three bottom longliners, for the Bottom Trawler, 50% of coverage was achieved during its whole fishing period.

## **Appendix P – Comments by SIODFA on the System of Monitoring Control and Surveillance**

### **INTRODUCTION**

The Southern Indian Ocean Deepsea Fishers Association (SIODFA) represents four of the operators of deep-sea fishing vessels in the Agreement Area. As an Association requirement toward conservation objectives, each member agrees to operate only one vessel in the fishery. As such SIODFA represents the owners of the only full time deep-sea fishing vessel operators in the Agreement area; two of its other members operate in the Agreement area on a part-time annual basis. Thus the majority of the fishing undertaken in the Agreement area is by SIODFA vessels.

This paper documents views of Association members on sections of the paper prepared by the European Union on Monitoring, Control and Surveillance that we believe would benefit from further reflection.

### **2. SECTION REVIEWS**

#### **CHAPTER I**

#### **2.1 General provisions**

##### *Article 2 –Definitions*

We note the following text in the EU paper:

1. (d) "foreign vessel" means a vessel flying the flag of another CPC;”
- (f) "CPC" means any SIOFA CPC State or any fishing entity of SIOFA,”
- (g) "non-CPC vessel" means any vessel not flagged to a CPC, including vessels for which there are reasonable grounds for suspecting them to be without nationality;”
- (f) "CPC" means any SIOFA CPC State or any fishing entity of SIOFA,”

We suggest using the term “Contracting Party” (CP) to be consistent with the Agreement text. We wonder if 1(d) should be rephrased as

1. (d) foreign vessel" means a vessel flying the flag of a non-Contracting Party (NCP)

and

“CPC” would become “CP” (including any fishing entity of SIOFA).

#### **CHAPTER II**

#### **2.2 Control measures**

#### **3. Article 5 - Prohibition of transshipments in the Area- Editing suggestion**

- “Each CPC shall ensure that its vessels are not involved in transshipment in the Area on fishery resources covered by the Agreement” to be changed to
- ‘Each CPC shall ensure that its vessels are not involved in transshipment in the Area of fishery resources covered by the Agreement’

#### **4. What is “Research”?**

##### *Article 6 - Vessel requirements*

1. Each CPC shall ensure that:

- (a) its vessels carry on board documents issued and certified by the competent authority of that CPC, including, as a minimum, the following:
  - i. registration document, including the IMO certificate;
  - ii. license, permit or authorisation to fish, undertake fishing related activities or to engage in research fishing activities and terms and conditions attached to the licence, permit or authorisation;

We defer discussion of the issue of research to Section 2.4.

##### **Article 10 - Information on fishing activities**

1. Each CPC shall ensure that its vessels keep a bound fishing logbook with consecutively numbered pages and, where appropriate, a production logbook, stowage plan or a research plan

We note that the emphasis of our vessels is on the use of electronic means of recording data for reasons that will be well known. We believe that all vessels operating in the Agreement Area will have the capability of recording data electronically. We urge that this manner of log recording be allowed as a standard option.

##### **Article 9 - Labelling of frozen products of fishery resources**

We note that the EU paper reads as follows.

“Each CPC shall ensure that:

- (a) when frozen, all fishery products caught and retained onboard within the Area shall be identified by a clearly legible label or stamp. The label or stamp, on each box, carton, container, bag or block of frozen fishery products, shall indicate the species (using the relevant FAO 3-Alpha code), presentation, production date, the SIOFA Division where the catch was taken and the name of the catching vessel;
- (b) labels shall be securely affixed, stamped or written on packaging at the time of stowage and be of a size that can be clearly read by inspectors in the normal course of their duties;
- (c) labels shall be marked in ink on a contrasting background; and

- (d) each package shall contain only:
  - i. one product form/type category;
  - ii. one division of capture;

We are not sure as to the intended meaning of the word “presentation”. We recommend that the product form (e.g. H&G, fillets, etc.) be indicated and that appropriate information be available along with the correct conversion coefficients for the respective product forms. We bring the attention of the Parties to the document:

*SIODFA 2009. Conversion Factors for Determining Whole Weights from Processed Weights for Some Deepwater Fishes Caught in the Southern Indian Ocean. SIODFA Technical Report 09/01, 17pp.*

## **CHAPTER III**

### **2.3 Monitoring of Fisheries**

#### ***Article 10 - Information on fishing activities***

1. Each CPC shall ensure that its vessels keep a bound fishing logbook with consecutively numbered pages and, where appropriate, a production logbook, stowage plan or a research plan
2. (c) for each haul:
  - i. catch retained on board by species in live weight (Kg) and an estimation of the amount of fishery resources discarded (Kg), by species;
  - ii. all non TAC species discarded for which the total live weight is less than 10 kg, may be reported using the 3 alpha code MZZ (Miscellaneous Marine Species);
    - iii. the type of gear (trawl, pots, longline, etc.);
  - iv. the description of gear (number of hooks, number of pots, size of the trawl, etc.);
  - v. the longitude and latitude co-ordinates of shooting and hauling; and
  - vi. the date and time of shooting and hauling (UTC).

With respect to 1. above we refer to the Article 10 “Information on fishing activities” section above. We further note that the information indicated by iv. may distort appropriate interpretation of the data record. With benthopelagic or aimed trawling, time-on-the-bottom of the gear is an appropriate consideration. SIODFA is open to discussing how this objective may be better served.

#### ***Article 11 - Communication of vessel movements and catches***

Each CPC shall ensure that its vessels authorised to operate in the Area shall communicate Vessel Monitoring System (VMS) data and catch reports to its competent authorities by electronic means, or other appropriate means, and to the Secretariat if the CPC so desires. The timing and content of the reports shall include the following:

(a) entry report. This report shall be transmitted no more than 12 hours and at least 6 hours in advance of each entry into the Area and shall include entering date, time, geographical position of the vessel and the quantity of fishery resources on board by species (using the relevant FAO 3 Alfa Code) and by live weight (Kg);

(b) exit report. This report shall be made no more than 12 hours and at least 6 hours in advance of each exit from the Area. The report shall include exiting date, time, geographical position of the vessel, the number of fishing days and the catch taken by species (using the relevant FAO 3 Alfa Code) and by live weight (Kg) since the commencement of fishing in the Area, or since the last catch report.

We urge that fishing vessels entering/exiting the Agreement area be required to first report to a CP, or follow an agreed procedure in a designated port, whereby the vessel is inspected to determine if any fish products are on board and determine what these quantities of fish product are if there are any.

### ***Article 13 - Vessel Monitoring System (VMS)***

(a) the VLD fitted on board the vessel shall be able to continuously collect and transmit, at any time, to the FMC of the flag State the following data:

SIODFA propose that if a vessel is fishing within, e.g., one nautical mile of an area specified for protection/conservation of biodiversity such as a benthic protected area, the flag state must be able to poll the position of the vessel and to do so if requested by the Secretariat or another CP. When fishing within one nautical mile of an area of biodiversity conservation/protection, the polling of the vessel should be increased to every 30 minutes.

In regard to:

3. Each flag State shall ensure that the reports and messages transmitted to the Secretariat shall be in accordance with the data exchange format in Annex III.

SIODFA requests that the Secretariat report to subsequent COP any instances of VMS failure

### ***Article 14 - Monitoring of transshipments in ports***

SIODFA requests that ship- to-ship transshipments be prohibited by vessels authorized to fish in the Agreement area.

### ***Article 21 - Advance request for port entry of foreign vessels***

Regarding the text “Each CPC shall, before granting entry to a foreign vessel to its port” we note the desirability of *all* vessels hailing in their expected arrival time (and location).

## **CHAPTER VIII**

### **2.4 Research**

We note the following text provided in the EU paper.

#### ***“Article 30 - Vessels conducting fishing research***

1. No less than seven days prior to the commencement of a research period, the flag State CPC shall:



- (a) notify the Secretariat by electronic means of any vessel it has authorised to conduct fishing research in the Area; and
- (b) provide to the Secretariat a fishing research plan for any vessel flying its flag it has authorised to conduct research, including the purpose, location and, for vessels engaged in research, the dates during which the vessel will be engaged as a research vessel.

2. For vessels engaged in research, the flag State CPC shall immediately notify the Secretariat upon termination of fishing research and submit a copy of the research data to the Secretariat. The Secretariat shall ensure that the SIOFA confidentiality protocol is followed for all research data submitted.

3. Each flag State CPC shall notify the Secretariat not less than seven days before the effective date of any changes to the fishing research plan, and shall ensure that the master of the vessel shall maintain a record of the changes on board”

We have difficulty with the text as it does not reflect the general manner of operations in the Agreement Area. For example, all SIODFA vessels are required to collect biological data in an identical manner to that which would be undertaken on a research vessel. This includes collection, on a species-specific basis:

- i. lengths
- ii. weights
- iii. sex
- iv. gonad condition
- v. and, in special cases, material for fish ageing such as otoliths.

Further detailed information on shark bycatch, including as appropriate photographs, is recorded along with data on invertebrate bycatch of benthos. The protocols for these activities are documented in:

*FAO 2006. Management of Demersal Fisheries Resources of the Southern Indian Ocean. FAO Fish. Circ. No. 1020. Rome. 90pp.*

We believe that such activities can be described as ‘research’, indeed, fisheries research. We believe that the proposal to require seven days notification would be clumsy and inimical to achieving the objectives of responsible fisheries management where operators accept the need to contribute actively in the management process.

But more importantly, a requirement of members of SIODFA is the ability to undertake quantitative aggregation-based fish stock assessment and related research in the manner that is compatible with commercial fishing operations. This usually requires the ability to make real time decisions on when the vessel is to undertake such research activities, i.e. when there are appropriate target fish species available for survey in conjunction with the contemporary operating requirements of the vessel. The requirements for this type of ‘research’ are described in:

*FAO 2012. Fishing Vessel Execution of Acoustic Surveys form Deep-sea Species: Main Issues and Way Forward. FAO Fish. Aquat. Circ. 1059. Rome. 91pp.*

In this context, we believe that, given the small-scale nature of the fishery, the industry itself must undertake most, if not all, of the required 'research' activities.

## **Appendix Q – Expression of Concern by SIODFA on the Failure of SIOFA II to adopt Conservation and Management Measures**

### **1. INTRODUCTION**

Almost from its inception in 2006, the Southern Indian Ocean Deepsea Fishers Association (SIODFA) has identified the urgent need to adopt restrictions, ideally a freeze or cap on fishing effort, in the deepwater fishery that targets alfoncino and orange roughy. SIODFA believes that this view reflects standard and widely accepted fisheries management practice. The objective of such a policy is to ensure that the lack of controls does not lead to a fishery situation that is either costly or impossible to recover from, e.g. within normally accepted time frames for fisheries management. To this end, all members of SIODFA have agreed to operate only one vessel per company in the fishery, in fact this is a condition of membership in SIODFA. However, of course, this voluntary agreement does not prevent the entry of any other operator or flag state into the fishery.

We are acutely aware of the situation that arose in the SPRFMO RFMO area where the decision to manage the level of fishing effort was avoided when it could have been taken at an early stage in the business of the RFMO. In this case, the South Pacific jack mackerel fishery collapsed directly due to a ‘blow out’ of fishing effort that entered the fishery in the interim period before conservation measures were discussed, agreed to, and came into effect. For these reasons, we believe the need to *introduce precautionary measures* is an issue that should not be deferred. Indeed, not to do so can only be, and will be, interpreted as risk prone, if not reckless, and an abrogation of the responsible stewardship of the SIOFA area fishery resources expressed as an Agreement Text objective.

The major concern of SIODFA is a significant increase in fishing effort on immature alfoncino, the species that now constitute the majority of the value of the deepwater trawl fishery in the SIO. Significant fishing mortality of immature specimens in any fishery will lead to recruitment failure – a widely accepted principle of fisheries science. (Of course, it also leads to grow overfishing with concomitant loss of social benefits).

### **2. PROTECTION OF THE INTERESTS OF EXISTING PARTNERS**

SIODFA fully recognizes, and supports, the need to ensure that the interests of existing operators – in all fisheries (not only the deepwater trawl fisheries) - must be protected, not least for socio-economic /livelihood concerns. We believe that this is entirely possible in a way that will prevent a ‘blow out’ of fishing effort that could threaten or destroy the fishery resources, the protection of which is a primary objective of the Agreement.

We note that at present, the studies and discussions have not been taken to decide if existing levels of fishing effort exceed those that will be required for management as defined in the Agreement, if existing levels of fishing effort are in balance with the productivity of the resource or if fishing effort can be expanded. However, SIODFA operators can unambiguously state that their fishing experience shows that the resources are in a heavily fished condition and that unless urgent conservation and management measures are undertaken NOW, future benefits to be derived from the SIO deepwater fisheries will be compromised if not significantly threatened.

### **3. WHAT HAS BEEN PROPOSED?**

The proposed CCM for the deepwater fisheries are listed in an Appendix to this note. We believe that these proposals will not limit the activities of any Parties to the Agreement. We note that the current status of the deepwater resources is such that the fishing effort in the SIOFA area is probably at its lowest level in the last decades. We believe that this is because of low catch rates, a reflection of the

status of the resources and thus the profitability of operations. We note the relevant parts of the proposed CCM in this Section:

1. *Only vessels flying the flag of Contracting Parties shall be permitted to engage in bottom or mid-water trawl fishing activities in the Agreement Area;*
  2. *Contracting Parties shall limit their fishing activity in bottom and mid-water trawling in any one year to their maximum effort in any one of the reference years 2002 through 2012, defined as:*
    - a. *Total days at sea in the Agreement Area;*
    - b. *The minimum mesh size in the trawl net shall be 100 mm stretched mesh or equivalent;*
  3. *This Conservation and Management is to be reviewed by the Contracting Parties on an annual basis.*
- **SIODFA has no objection to minor changes to the qualification period, e.g. a terminal date of 2014 rather than 2012 – a proposal by Japan.**
  - **SIODFA has no objection to basing the cap on effort on the basis of the number of vessels in the relevant fishery within a calendar year rather than the number of fishing days – a proposal by Japan.**

We believe that these CCMs provide a minimum *interim* level of risk aversion and responsible resource stewardship. We agree that formal technical analysis should proceed as quickly as possible.

#### **4. HOW CAN SCIENCE INFORM DECISIONS ON CONSERVATION AND MANAGEMENT?**

‘Scientific’ advice ideally will be based on ‘hard’ data, e.g. the results of fishery resources surveys, analysis of interpretation of catch and effort indices and trends, analysis of biological data, for example,– size at capture of target and/or bycatch species. In the absence of such hard data, fishery scientists may/must rely on their career experience on which to base management advice, often formalized through processes such as Bayesian analyses.

Uncertainty, for example as to the value of parameters used in resource management models, and statistical error (i.e. variance) in results is unavoidable in the provision of scientific advice. Often the challenge to scientific advisors is to communicate such implicit uncertainty (in management advice) to decision makers that enables them to take decisions that reflect societal attitudes on risk in relation to resource management and social discount values.

Failure to take appropriate precautionary measures now raises the probability that future benefits from the fishery will be imperilled and subsequent management decision will necessarily be draconian in the hope of ensuring the survival of the resources. We know of no fishery scientists who would advise “do nothing” as the right’ answers will be available at a later date.

#### **5. END THOUGHT**

SIODFA cannot help but be mindful of text in the Agreement:

#### **ARTICLE 4 – GENERAL PRINCIPLES**

In giving effect to the duty to cooperate in accordance with the 1982 Convention and international law, the Contracting Parties shall apply, in particular, the following principles:

.....

- (c) the precautionary approach shall be applied in accordance with the Code of Conduct and the 1995 Agreement, *whereby the absence of adequate scientific information shall not be used*

*as a reason for postponing or failing to take conservation and management measures;* APPENDIX

### **CMM 14.03**

## **Conservation and Management Measure to limit Deep-Sea Trawl Effort in the Southern Indian Ocean Fisheries Agreement Area**

### *The Contracting Parties to the Southern Indian Ocean Fisheries Agreement;*

**RECOGNISING** that the Agreement calls on the Contracting Parties, in giving effect to the objectives of the Agreement, to adopt conservation and management measures (CMMs) that ensure the long-term conservation and sustainable use of the fishery resources in the Area, taking into account the need to protect marine biodiversity and to evaluate the impact of fishing on the fishery resources and on the marine environment, taking into account the environmental and oceanographic characteristics of the Area (Articles 2 and 6(1)(c & d));

**FURTHER RECOGNISING** Article 4(c) which calls on the Contracting Parties to apply the precautionary approach in accordance with the Code of Conduct and the 1995 Agreement, whereby the absence of adequate scientific information shall not be used as a reason for postponing or failing to take conservation and management measures;

**MINDFUL** of Article 16 of the Agreement that calls on the Contracting Parties to cooperate with other international fisheries and related organisations on issues of mutual interest;

**FURTHER MINDFUL** that the Contracting Parties are yet to establish a Scientific Committee, or relevant equivalent, that is competent to conduct analysis and assessment of fisheries present in the Agreement Area;

**NOTING** Resolution 61/105, adopted by UNGA at the 61st Plenary Meeting on 8 December 2006 and subsequent resolutions of the United Nations General Assembly (UNGA) that call on states and regional fisheries management organisations to regulate bottom fisheries and implement measures in accordance with the precautionary approach and ecosystem approaches to fisheries management;

**HEREBY** adopts the following conservation measure in accordance with Articles 6 and 8 of the Agreement and in accordance with the relevant decisions of the First Meeting of the Contracting Parties:

1. Only vessels flying the flag of Contracting Parties shall be permitted to engage in bottom or mid-water trawl fishing activities in the Agreement Area;
2. Contracting Parties shall limit their fishing activity in bottom and mid-water trawling in any one year to their maximum effort in any one of the reference years 2002 through 2012, defined as:
  - a. Total days at sea in the Agreement Area;
  - b. The minimum mesh size in the trawl net shall be 100 mm stretched mesh or equivalent;
3. This Conservation and Management is to be reviewed by the Contracting Parties on an annual basis.

## **Appendix R – Proposal of Mauritius on the Hosting of the SIOFA Secretariat**

### **Mauritius, a Small Island State oriented towards an Ocean Economy**

Mauritius was among the first member countries to sign the Southern Indian Ocean Fisheries Agreement (SIOFA) on 5 July 2006 and ratified it on 10 December 2010 after ensuring that all legislations were in place at national level for an effective implementation of the SIOFA.

The SIOFA gave new impetus to the community of fishermen, the scientific community, academia and research institutions. It gave confidence to all stakeholders about the future of the fisheries sector and rekindled the hopes among the future generations of fishermen and many others that careers may be seriously contemplated in this area.

Mauritius was the first and only country to propose to host the SIOFA Secretariat at the first meeting of Contracting parties in Melbourne. It has since been assuring the responsibilities of the interim Chair of the SIOFA and been delivering on secretariat-related organisational tasks.

Mauritius is strategically positioned in the Indian Ocean and has been, since the early stage of its colonisation, a stopover for all maritime trading nations. Ideally located, Mauritius is a hub for shipping and airline companies, thus making access to and from the island, very easy.

This is one of the reasons why most of the SIODFA (Southern Indian Ocean Deepsea Fishers Association) operators have chosen Mauritius as their operating port, for the last 10 years. They find locally all the necessary facilities to operate and at costs lower than in certain other countries of the region. The SIODFA has been holding its Annual General Meeting in Mauritius since 2005.

### **OCEAN ECONOMY**

Mauritius has a maritime zone of 2.3 million km<sup>2</sup> inclusive of an EEZ of 1.96 million km<sup>2</sup>. The potential for economic advancement and prosperity that this area can generate is of significant importance for a vulnerable small island state, which relies heavily on this sector.

The fisheries sector contributes to around 1.5% of GDP, employs around 16,000 people and generates export revenue in excess of USD 450 million annually.

The Government of Mauritius lays a lot of emphasis on this sector of activity. It sustains the livelihood of around 16 000 families, most of them from the most vulnerable group of the island. A new Ministry of the “Ministry of Ocean Economy, Marine Resources, Fisheries, Shipping and Outer Islands” has recently been set up.

### **THE EXISTING INFRASTRUCTURE AND SERVICES**

#### **1. The port**

The Mauritius Port offers a 24-hour round the clock service to all vessels. The quays, both private and public, can accommodate simultaneously, a wide number of vessels. In the Port’s

development plan, the fishing quays will be increased to be able to cater for even more vessels.

There are always stevedores available for the unloading of fishing vessels, thus allowing the latter to go back fishing in the shortest possible time.

The Port also allows for quick and easy bunkering for all transiting vessels. Bunkering trade in Mauritius has been constantly increasing and has almost doubled in less than 10 years. In order to boost up the credentials of this sector, the import and sale of bunker fuel has been liberalised to enable operators to set up such services in Port-Louis.

## **2. Cold storage facilities in the Port area**

There are 2 main cold storage operators that can provide more than 30 000T of storage facilities, dedicated to fish. The cold rooms temperature vary from  $-20^{\circ}\text{C}$  to  $-40^{\circ}\text{C}$ . Working closely with the Customs Department and the Sanitary Authorities, these cold rooms guarantee the full traceability of the products: from the moment they are unloaded to either the local processing plants or to the exportation of these products to any destination worldwide.

Moreover, these companies also provide for the possibility of plugging refrigerated containers that will then be immediately shipped.

## **3. Ship repair facilities**

Within the Port area, there are 2 shipyards that have made of the island, the technical stopover for all vessels transiting in the South West Indian Ocean. These shipyards provide for all types of repairs for fishing vessels, as well as any other type of ships. For instance, the French Navy has been using Mauritius for the maintenance and repairs of all its vessels based in Reunion Island. In 2012, one of the SIODFA operators had one of its vessels enlarged in that shipyard.

The shipyards provide for quay as well as dry-dock facilities. They also offer space for spare-parts storage facilities. The easily available international flight services allow the possibility of importing spare parts within a short period.

## **4. International maritime and air traffic**

Mauritius is a gateway to many international connections, by air or sea. All the major shipping companies operating in the South Indian Ocean have chosen Mauritius as their main direct unloading Port. From Port-Louis harbour, the fishing operators use refrigerated cargo to export their fish, to a wide range of countries, including Australia, Japan, Russia, China, USA, and Europe, to name but a few.

Change of crew is facilitated through ease of access of air flight connections. From Mauritius, there are daily flights to Europe, South Africa and to Dubai, and a number of other destinations to the East and Far East.

## **5. Shipping Agents**

There is a wide array of shipping agents in Mauritius. They provide a wide range of services, namely Port access, visa processing facilities, hotel and flight reservations, including ship chandling activities.

## **SUPPORTING INSTITUTIONS**

The Fisheries Division of the Ministry of Ocean Economy, Marine Resources, Fisheries, Shipping and Outer Islands formulates, develops and implements appropriate policy instruments for the management of fisheries. The Ministry, under the Directorate of Fisheries, plays an important role in the promotion of sustainable fisheries development and management as well as providing for a conducive business environment for exports of fish and fish products.

Issuance of fishing licenses and monitoring of fishing activities in the Mauritian EEZ are guided by the Principles of FAO Code of Conduct for Responsible Fisheries, FAO Ports State Measures as well as management of other Regional Fisheries Management Organisation.

### **1. The Competent Authority Seafood**

The Competent Authority (CA Seafood) is solely responsible for the necessary clearances for the export of fish and fish products. CA (Seafood) through established procedures and protocols undertakes regular audits, inspections and *ad hoc* visits to premises and vessels in order to verify the implementation of EU and Third Country food law.

In 2013, more than 148, 297 Tonnes of fish have transited through the Port of Mauritius, unloaded from 993 fishing vessels. Part of this fish has been used by the local tuna industry, and the remainder has been re-exported.

### **2. Albion Fisheries Research Centre**

The Albion Fisheries Research Centre (AFRC), created in 1982, is the technical arm of the Ministry and is responsible for carrying out research and development on fisheries. It has laboratory facilities for fish biology, fish toxicity, marine ecology, marine chemistry and marine bacteriology. Research and development activities are aimed at increasing knowledge on the fishery resources found in the maritime zones of Mauritius.

## **REGIONAL FISHERIES MANAGEMENT ORGANISATION**

Mauritius adheres to the provisions of the various international/regional instruments and regional bodies for the sustainable management of the marine resources.

Mauritius is a member of the Indian Ocean Tuna Commission (IOTC) since 1994 and has been Chairing this Association for the past three years. Mauritius is also a member of SWIOFC (South West Indian Ocean Fisheries Commission) since 2006, a Co-operating party to Commission for the Conservation of Antarctic Marine Living Resources (CCAMLR) and Food and Agricultural Organisation (FAO).

## **MEMBERSHIP TO INTERNATIONAL ORGANISATIONS**

Mauritius is a member of the African Union (AU), World Trade Organization (WTO), the Commonwealth and the *Organisation Internationale de la Francophonie* and an active member of a number of Indian Ocean, Southern African and International Organisations, including:

- COMESA (the Common Market for Eastern and Southern Africa)
- SADC (Southern African Development Community)
- IORA (Indian Ocean Rim Association)



- JICA/OFCF (Japan)
- World Organisation for Animal Health (OIE)
- Indian Ocean Commission (IOC)

## **DIPLOMATIC MISSIONS IN MAURITIUS**

There are various diplomatic missions with permanent representations in Mauritius, namely: France, the UK, the US, Russia, Madagascar, Egypt, South Africa, Pakistan, India, Bangladesh, Australia, and the European Union. Moreover, several international organisations have established small secretariats with diplomatic status in Mauritius, namely the International Migration Office, the Hague Convention Secretariat, the International Monetary Fund, the World Bank, among others. Moreover, the Secretariats of two important regional organisations namely the IORA and the IOC are located in Mauritius.

Mauritius is a venue for the hosting of high-level international conferences, namely: SADC Summit on Poverty, SIDS, the IOTC Annual General Meeting, IOTC Compliance and Scientific Committees, among others.

## **FACILITIES AVAILABLE IN MAURITIUS TO HOST THE SIOFA SECRETARIAT**

### **1. The proposed location of the Secretariat**

The Trade and Marketing Centre (TMC) is an ideal location for the SIOFA Secretariat. It is situated at Mer Rouge and centrally located in the Port Area. The TMC is a four-storey building comprising features such as fibre optic bore, plug and work offices, telecommunication and datacommunication facilities. The building offers comfortable working spaces. *The Mauritian Government will graciously put the office space of a 100 meter<sup>2</sup> at the disposal of the Secretariat.*

The TMC also hosts the Competent Authority, the Port State Control Unit, the Customs and Health Departments and Immigration. The TMC therefore shelters all the essential services that facilitate the operational activities of a potential SIOFA Secretariat and acts as a One-Stop-Shop for an expeditious delivery of services. The building is within the security perimeter of the Port. It operates on a 7-day basis.

### **2. Hotel amenities**

Government of Mauritius will offer negotiated prices for hotel accommodation and conference venue. There are a number of hotels (3 to 5 stars) within the vicinity of the proposed Secretariat and transport is easily available.

## **DATA PROTECTION**

Mauritius embraces the principles of **data confidentiality**. Over the years due to the highly sensitive nature of commercial fisheries data, strict reporting and confidentiality procedures are in place. There has never been any mishandling of confidential data as of date. Mauritius will therefore take a consensual approach within the Membership of SIOFA to, on the one hand share information and on the other to safeguard and protect it.

## **BUDGET**

### **Annual Operating Costs (Year 1 onwards)**

<b>SN</b>	<b>Budget item description</b>	<b>Estimated costs for SIOFA Parties (USD) per annum</b>
1.	Salary costs (Executive Secretary, Administration Officer, Data Science Manager)	225,384
2.	Personnel allowance (Subsistence allowance, travel costs, children's allowances, educational grant, termination payment, repatriation allowance)	5,000
3.	Capacity building and training/professional staff development (MS Access training and other database training for staff as appropriate)	1,000
4.	Communications and publications (Website management, maintenance, upgrades, establishment costs, preparation of annual report, meeting papers and media release)	Free
5.	Rent (location rent, salary personnel, support staff (e.g. drivers), equipment (IT facilities, electricity, water & telephone bills)	Free
6.	Insurance (travel insurance, public liability insurance)	1,000
7.	Meeting costs (costs assume full service for 1 week meeting, including refreshments, powerpoints and Wifi, costs for extra staff, audio/visual equipment)	3,000
8.	Travel to visit SIOFA parties (Executive Secretary for visit of each SIOFA Party)	2,500
9.	Servicing costs (reception and office services, records management, account services, VMS support)	10,000
10.	Database (Housing data collection, collecting of data/data entry/quality assurance/data queries, database management and IT support)	12,000
11.	Annual audit charge	2,500
12.	Contingencies (5% on the above)	13,119
	<b>Total estimated costs for SIOFA Parties</b>	<b>275,503</b>

# **Appendix S – Proposal of the European Union on the Hosting of the SIOFA Secretariat**

## **Réunion –Headquarters for the Southern Indian Ocean Fisheries Agreement 2**

### **Réunion, the European Union’s strategic ground for fishing and fisheries in the Indian Ocean**

The EU approved the Southern Indian Ocean Fisheries Agreement (SIOFA) on 15 October 2008 and France ratified it on 25 January 2013. The first Meeting of the Parties, the agreement’s decision-making body, was held in Australia in October 2013. This meeting raised the question of the location of the future SIOFA Secretariat. The Parties agreed that, since no real bid had as yet been submitted, they would postpone the decision until the next meeting scheduled in Mauritius in March 2015. Detailed, quantified bids were to be sent to the other Parties by the end of October 2014.

Following the Meeting of the Parties, the French authorities discussed the advisability of proposing Réunion to host this Secretariat on behalf of the European Union. The prospect of a bid to establish SIOFA headquarters in Réunion was well received by Réunion’s scientific, business and administrative communities.

It was felt that establishing SIOFA headquarters in Réunion would give this French overseas *département* and outermost EU region a higher profile and standing on the fishing and fisheries scene. In addition, French fishing interests are growing in this region with the recent development of toothfish fishing by vessels returning to Réunion from the Crozet Islands and the Kerguelen Islands. France is also one of the few Contracting Parties to SIOFA without a regional fisheries management organisation (RFMO) despite the fact that it takes part in the work of 11 of these specialised international organisations worldwide.

The European Union is a major stakeholder of the Indian Ocean fisheries and one of the most important donors for development and fisheries in the region, notably through significant support to coastal states’ fisheries sector, capacity building in the region and funding of several scientific projects. The EU could also benefit from this opportunity to raise the profile of the overseas territories under its jurisdiction and establish its fully fledged participation in the management of stocks in the Southern Indian Ocean area, where it is important to have multi-Member State involvement.

Réunion’s exclusive economic zone, combined with the French Southern and Antarctic Lands to the south-east of the island, covers an area of 2.8 million km<sup>2</sup>. This area has no less than 600 fishermen including a high proportion of young people and over 250 vessels, with 36 over 12 metres long. This fleet produces 1,100 tonnes in coastal fishing, 2,000 tonnes in longline high seas fishing, 6,000 tonnes of toothfish, 500 tonnes of lobster and 350 tonnes of grenadier. Dialogue with professional representatives is facilitated by the fact that the sector is structured by two bodies: the Regional Committee for Sea Fishing and Sea Fisheries (CRPMEM) and the Réunion Multisector Association for Fisheries and Aquaculture (ARIPA). Moreover, the CRPMEM hosted two technical and scientific working party meetings for the Indian Ocean Tuna Commission (IOTC) in September 2013 and stands ready to play its part in the holding of an IOTC plenary meeting in Réunion. This all points to firm support from the profession for the establishment of SIOFA headquarters in Réunion.

In addition to its real economic assets, Réunion has the advantage of being a cultural hub in the Indian Ocean. It is home to people from all the area’s countries and territories, making the island a model of cultural fusion in the region. This melting pot of peoples drives Réunion’s leading role in

regional cooperation. For example, in 2015, it will be hosting the Indian Ocean Island Games, the region's major sports and cultural event held every four years. So having SIOFA headquarters in Réunion makes perfect sense and will help build a constructive dialogue among the organisation's members.

### **Study of the organisation's operating costs for 2015**

Our evaluation of needs draws on the recent example of the establishment of the headquarters of the South Pacific Regional Fisheries Management Organisation (SPRFMO). The estimate provides for a budget of approximately €578,000 for one year of functioning. Lower operating costs, however, can be estimated for SIOFA given that the organisation has only just been set up and has a small number of members – half of which are what are known as developing countries – and also in view of the low level of non-tuna fishing in the international waters of the Southern Indian Ocean. The 2015 budget will be adjusted depending on the actual period of functioning and staff recruited. 4

<b>Item</b>	<b>Amount for the 1 year of functioning</b>	<b>Purpose of expenditure</b>
<b>Personnel</b>	USD 302,166 EUR 236,790	1 FTE executive secretary (Grade P5) and 1 FTE data manager/administration officer (Grade P3), remunerated in keeping with the United Nations pay scales.
<b>Recruitment</b>	USD 20,406 EUR 15,992	One reimbursement of travelling expenses per applicant for a maximum of three applicants, and one reimbursement of travelling expenses for one member of staff, for a grand total of four reimbursements of travelling expenses.
<b>Equipment</b>	USD 25,520 EUR 20,000	Three new computers, one server, software licences, telephones and routers, office supplies – including furniture and photocopier.
<b>Travelling expenses</b>	USD 17,159 EUR 13,449	Travelling expenses for one person for one annual SIOFA meeting, and two travel allowances for representation purposes.
<b>Scientific experts</b>	EUR 0*	Travelling expenses for one meeting.
<b>Developing countries</b>	EUR 0*	Advance for two meetings for representatives of a developing country.
<b>Services</b>	USD 38,280 EUR 30,000	Database modification requests, computer maintenance, remote backup, e-mail screening and accounts

<b>External communication</b>	USD 6,380 EUR 5,000	Telephone and Internet subscriptions, main website and data platform
<b>Rent and maintenance</b>	EUR 0	Rent and maintenance (repairs, cleaning, etc.) paid for in full by the French authorities (see chapter on hosting the headquarters on page 7).
<b>Insurance and miscellaneous</b>	USD 16,155 EUR 12,600	-
<b>Total</b>		<b>USD 426,066</b> <b>EUR 333,041</b>

Estimate details

*Personnel expenditure*

The future secretariat's key functions are listed in the report on the first annual meeting's decisions. The October 2013 Meeting of the Parties estimated the relevant full-time equivalents (FTE) at three times 0.5 for one executive secretary, one data manager and one administrative officer. An estimate of 2 FTE staff would seem more realistic. <b>Position</b>	<b>United Nations grade/pay scale (€)</b>	<b>Full-time equivalent</b>	<b>Approximate cost<sup>1</sup></b>
<b>Executive secretary</b>	P5	1	USD 176,546 EUR 134,665
<b>Data manager/ Administrative officer</b>	P3	1	USD 130,444 EUR 102,125
<b>Total cost</b>			<b>USD 302,166</b> <b>EUR 236,790</b>

Certain allowances and benefits are to be added to this pay depending on the personal situation of the staff concerned:

- A rental subsidy;
- Dependency allowances;
- An education grant;
- Travel and shipping expenses;
- An assignment grant to meet initial extraordinary relocation costs;
- A hardship allowance;
- Hazard pay and R&R leave.

<sup>1</sup> These sums include the annual base salary provided for by the United Nations and the post adjustment, excluding Paris, set at 62%.

These allowances are subject to conditions and cannot be accurately estimated.

#### *Travelling expenses*

The Sea Directorate for the Southern Indian Ocean (DMSOI) has estimated the air travel expenses for the “recruitment” and “travelling expenses” items, taking as a benchmark the average cost for the longest possible journey (to Tokyo, Japan).

Accommodation and meals are based on United Nations per diems, which are:

- For Réunion: EUR 188/day (USD 241) – accommodation component: 59%;
- For Maurice – Port-Louis: EUR 157/day (USD 201) – accommodation component: 65%;
- For Seychelles: EUR 212/day (USD 272) – accommodation component: 63%;
- For Australia (Canberra): EUR 184/day (USD 236) – accommodation component: 54%;
- For Japan (Tokyo): EUR 242/day (USD 309) – accommodation component: 41%.

Here again, the benchmark taken is the highest cost (for Tokyo).

Réunion’s Roland Garros Airport offers a wide range of regional and international flights in addition to flights to mainland France.

**Average cost of a return flight from Roland Garros International Airport to the capitals of the other SIOFA Contracting Parties: Seychelles, Mauritius, Cook Islands, Australia and Japan (prices given in euros for one adult in economy class, including airport taxes and travel agency fees):**

- Réunion-Avarua (Cook Islands) return: €2,141 to €5,945, for an **average price of €4,043**;
- Réunion-Canberra return: €1,384 to €4,143, for an **average price of €2,763.50**;
- Réunion-Mauritius return: €267 to €477, for an **average price of €372**;
- Réunion-Seychelles return: €393 to €1,021, for an **average price of €707**;
- Réunion-Tokyo return: €1,983 to €4,685, for an **average price of €3,334**.

Avarua, capital of the Cook Islands, is in the middle of the Pacific Ocean. Flights take over 55 hours with two to three stopovers, so this journey has not been included in the travel cost calculations.

**Travelling expenses** included in the “recruitment” item are estimated for a three-day period:

- One return flight for EUR 3,334;
  - Three days in Saint-Denis: EUR 564;
  - Taxi fares (if necessary) up to EUR 100 per trip;
- ☑ **For a total of EUR 3,998 for one trip and a grand total of €15,992 or USD 20,406.**

The “travelling expenses” item is estimated at 2 x 3 days for representation purposes and 1 x 7 days to attend the annual meeting:

- Three return flights at a unit price of EUR 3,334, for a total of EUR 10,002;
  - 13 days at the highest rate (Japan): EUR 3,147;
  - Taxi fares (if necessary) up to EUR 100 per trip, for a total of EUR 300;
- ☑ **For a grand total of EUR 13,449 or USD 17,159.**

#### *Services*

The “services” item is a ballpark figure at this point. The estimate corresponds to the costs given in the SPRFMO study. These costs can probably be reduced for a smaller organisation such as SIOFA with fewer members and a lower volume of fishing in the regulatory area, and hence a lower volume of data to be processed.

#### *Equipment and external communication*

The “equipment” and “external communication” items are also rough estimates at this point, taken from the costs given in the SPRFMO study. 8

### *Diplomatic privileges*

Regarding diplomatic privileges and immunities, and given the link between SIOFA and the United Nations Food and Agriculture Organization (FAO), the staff constituting the Secretariat SIOFA will benefit from provisions of the *Convention on the Privileges and Immunities of the Specialized Agencies* of the United Nations of 21 November 1947 (subject to specific exceptions to the FAO provided in Annex 2).

These privileges and immunities granted to the SIOFA will be realized in a headquarters agreement between France and SIOFA, in the event that the application of the European Union would be retained.

### **Office location**

**The Providence park, in Saint-Denis de La Réunion: an ideal location for the headquarters of an international fisheries management organization**

**The requirements are 60 m<sup>2</sup> for two offices plus availability of a meeting room in close vicinity. The French authorities offer premises that meet the organisation's needs, and routine maintenance, all free of charge, within the DAAF buildings.**

The Directorate for food, agriculture and forestry (DAAF) of La Réunion results from the merging, in 2011, of the Directorate for agriculture and forestry and the veterinary services. Being the local service of the Ministry of agriculture, food-processing industry and forestry, its three main goals: implementing a dynamic and rigorous food policy, fostering the development of the local production and contributing to a sustainable agriculture. Concerning this last point, the DAAF works very closely with research institutes installed in La Réunion, particularly the Agricultural Research Centre for International Development (CIRAD), responsible for the diffusion of innovation in agriculture.

The pro-activity of La Réunion in innovation issues is without question. Thus, Philippe JEAN-PIERRE, President of La Réunion Regional Innovation Committee, has given yet another demonstration of this in his speech to the recent forum of the Outermost Regions of the European Union (30 September to 1 October 2014).

The DAAF activities for innovation are led by its "territories and innovation" unit which has just been moved to the building "B" of the Providence park, in Saint-Denis de La Réunion, prefecture of La Réunion Island.

France suggests locating the SIOFA headquarters in this recently (2014) renovated building. Three offices will be available on March 2015. Another one should be available in 2016. Those offices are very close to a 30-person meeting room. The DAAF video conference system will be available whenever necessary. With high-speed Internet access in the whole building, offices and rooms an essential requirement for adequate fisheries data management by the organization is met. 9

### ***The Providence park is an ideal location for the SIOFA General Secretary:***

- Easy access is key to the smooth running of an international organization : the Providence park is less than ten kilometres from the Roland-Garros Airport;
- Close to public authorities, Government and local authorities:
  - o many administrations have their offices in the park: DAAF, including the Food services, responsible for implementation and police of health regulations in sea products production and processing;
  - o Directorate for environment, planning and housing (DEAL), responsible for sustainable coastal and marine development in cooperation with the South Indian Ocean Directorate for the sea (DMSOI);
  - o Delegation for research and innovation ; Forestry National office (ONF);

- o relations with State and département services will be facilitated as the park is less than three kilometres from the prefecture and the General Council headquarters in Saint-Denis;
- o it is also less than five kilometres from the Regional Council headquarters, a key partner in terms of cooperation with neighbouring countries and territories;
- An outstanding academic and professional environment. as the Northern part of La Réunion hosts:
  - o many university centres and engineering colleges, notably at La Réunion Technopolis (e.g. University of Réunion's Integrated Food Development and Innovation Department);
  - o a positive environment for primary production, marine and environmental research, in Saint-Denis (Technopolis) and at Le Port, the Réunion branch of the French Institute for Marine Research and Exploration (IFREMER); the Réunion branch of the CIRAD, the French Research Institute for Development (IRD), the Agency for Marine Research and Development (ARVAM);
- Excellent working and living environment and conditions: established in a residential and commercial area of Saint-Denis town-centre that hosts governmental activities, the Providence park is a very safe place. This administrative park offers many mutualized and outstanding services: IT facilities, meeting rooms, cafeterias... Offices buildings were built by Simon Bossu, a pupil of Le Corbusier, and are registered as historical buildings. There are located in a 7 ha park, very close to the Providence Forest, which is the first stage of the hiking trail "GR 2" crossing the island from North to South. Along this trail many views of Saint-Denis and the ocean can be enjoyed, in the surroundings of a luxuriant vegetation and hundred-year old filaos.

#### **Réunion's capacity to host large-scale events**

The city of Saint-Denis has all the hotel capacities and conference centres needed to hold the organisation's technical and plenary meetings.

The organisation could, for example, take space at the **NORDEV** exhibition and convention centre:

Three hotel complexes are also able to host large delegations in terms of both hotel capacity and seminar facilities in Saint-Denis and the surrounding area:

- **Hôtel CREOLIA** (<http://www.mercure.com/en/hotel-1674-hotel-mercure-creolia-saint-denis-la-reunion/>)

- **Hôtel LE SAINT-DENIS** (<http://www.bestwestern.fr/en/hotel-Saint-denis,Best-Western-Le-Saint-Denis>,

- **Hôtel BELLEPIERRE** (<http://www.hotel-bellepierre.com/>).

These facilities won Réunion the bid to host the next Indian Ocean Island Games in 2015.

#### **Data management solutions: an issue to be discussed at the next Meeting of the Parties**

An RFMO generally has a raw data collection system (self-reported data/call data) connected to a processing system that generates a certain number of indicators. These data are then uploaded to the publishing database. The raw data can be made accessible to scientists on the different committees by uncoupling the hosting from the data management tool itself.

There are three possible hosting solutions:

- 1- A server within the RFMO, which requires local expertise, a network administrator and/or a database administrator. Added to this is the cost of the server, which can be estimated at around EUR 10,000 including a server, a backup solution, the different licences for a Windows operating system, etc.;



- 2- Either system cloud hosting with, for example, dedicated servers provided by private hosts for 100 dollars a month or an iMarine-type solution providing more than hosting;
- 3- An agreement to host the system jointly with another RFMO, for example, the Indian Ocean Tuna Commission whose regulatory area covers SIOFA's area.

Whichever solution is chosen, Réunion has all the technical and material resources required to set up a data management system.

***Réunion, in the heart of SIOFA's regulatory area, is a cultural epicentre for the Southern Indian Ocean peoples and the ideal location for the young organisation's headquarters.***

***The organisation can count on buoyant local innovation, research and regional cooperation infrastructures in addition to the island's excellent logistics in terms of hosting major regional events.***

***The way Réunion's sea fishing and fisheries sector is structured and open to dialogue means that it can guarantee productive discussions with stakeholders conducive to the sustainable development of the professional activity in the Southern Indian Ocean.***

***Establishing headquarters in Réunion would therefore create a win-win situation for the island, local fishing and fisheries, and all the parties to SIOFA.***

## **Appendix T – Paper circulated by the Deep-sea Conservation Coalition**

### **Introduction and Summary**

The Deep Sea Conservation Coalition (DSCC) respectfully submits this briefing for the Second Meeting of the Parties of the South Indian Ocean Fisheries Agreement (SIOFA). The DSCC thanks the hospitality of Mauritius in holding this Second Meeting.

This briefing is directed mainly to agenda item 2, drafting rules of procedure for SIOFA and subsidiary bodies and agenda item 5, proposed conservation and management measures.

The DSCC urges Parties to:

- Item 2:* adopt Rules of Procedure which follow international best practice with respect to transparency.
  - Item 5.1:* adopt a conservation and management measure to ban deepwater gillnets.
  - Item 5.2:* adopt a conservation and management measure to ensure the longterm sustainability of deep sea fish stocks and non-target species.
  - Item 5.3:* establish a robust and transparent procedure to adopt and implement the procedures and requirements laid down in the United Nations General Assembly (UNGA) resolutions<sup>1</sup>, including to carry out the required impact assessments, to put into place compliant measures, including those required to prevent significant adverse impacts on vulnerable marine ecosystems (VMEs) and stock assessments and conservation measures to ensure the long-term sustainability of deep-sea fish stocks, including non-target or bycatch species, and the rebuilding of depleted fish stocks. SIOFA should require States not to authorize bottom fishing activities until such measures have been adopted and implemented. The UNGA will carry out a review of compliance with the bottom fishing resolutions in 2016.
  - Item 5.4:* agree a management measure to establish a blacklist of IUU vessels.
- DSCC Briefing for the Second Meeting of the Parties of SIOFA*  
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### **Agenda item 2: Adopting rules of procedure for SIOFA**

DSCC welcomes the approach taken in the February 16 draft Rules of Procedure as circulated. The UNGA has repeatedly emphasised the importance of transparency: only last year in the Sustainable Fisheries Resolution, [resolution 67/79 \(2012\)](#), the UNGA in paragraph 122 urged regional fisheries management organizations and arrangements (RFMO/As) to improve transparency, and in paragraph 126, recalled that, in ‘[The Future We Want](#)’, the outcome document of Rio+20, States recognized the need for transparency and accountability in fisheries management by RFMO/As. As was recognized in *The Future We Want*, “We need institutions at all levels that are effective, transparent, accountable and democratic.”

### **Agenda item 5: Proposed conservation and management measures**

#### **5.1 Deepwater and pelagic gillnets**

DSCC strongly urges Parties to adopt a conservation and management measure to ban deepwater gillnets. Deepwater gillnets are a highly destructive form of fishing, causing unacceptable levels of catch of deep sea sharks in particular, and lost gillnets

give rise to ghost fishing, causing bycatch to be caught. SPRFMO measure SPRFMO CMM 1.02 (2013), noted that Parties were “[c]oncerned by the possible impact of largescale pelagic gillnets and deepwater gillnets on fishery resources, bycatch species and deep sea habitats, including the impact of lost and/or abandoned gillnets.” Draft measure 14.01 circulated last year provides a good basis for a measure.

### **5.2 Fishing Effort: Ensure the long-term sustainability of deepsea fish stocks and non-target species**

UNGA resolution 64/72 paragraph 119(d) called on States and RFMOs to “Adopt conservation and management measures, including monitoring, control and surveillance measures, on the basis of stock assessments and the best available scientific information, to ensure the long-term sustainability of deep sea fish stocks and non-target species, and the rebuilding of depleted stocks, consistent with the Guidelines; and, where scientific information is uncertain, unreliable, or inadequate, ensure that conservation and management measures be established consistent with the precautionary approach, including measures to ensure that fishing effort, fishing capacity and catch limits, as appropriate, are at levels commensurate with the longterm sustainability of such stocks.” Both stock assessments and the best available scientific information are required, as is the rebuilding of depleted stocks. Fishing effort, fishing capacity and catch limits, as appropriate, must be at levels commensurate with the long-term sustainability of such stocks.

Draft CMM 14.03 circulated last year falls far short of the measures to which SIOFA Contracting Parties have committed through the UNGA resolutions, in particular resolution 64/72, paragraph 119(d). The DSCC recommends that a new measure or measures for the sustainable management of deep-sea fish stocks, including measures to assess the impact of fishing on low productivity species and ensure the long-term sustainability of non-target species, should be drafted, adopted and implemented on an urgent basis.

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### **5.3 Protection of Vulnerable Marine Ecosystems: UNGA resolution 61/105 (etc) on VMEs and bottom fishing**

Any conservation and management measures adopted, or interim measure put into place, must be consistent with UNGA resolutions 61/105 (2006), resolution 64/72 (2009), particularly paragraphs 119 and 120,2 and resolution 66/68 (2011).<sup>3</sup> Areas where VMEs are known or likely to occur must be closed to bottom fishing unless bottom fishing in such areas can be managed to prevent significant adverse impacts on VMEs. Impact assessments must be carried out and be made publicly available. Fishing should not be permitted until this is done, under UNGA resolution 64/72 paragraph 119(a).<sup>4</sup> Resolution 66/68 called for strengthening procedures for conducting environmental impact assessments of high seas bottom fisheries, and calls on States to publicize without delay the assessments and improve compliance with deep-sea fisheries regulations and greater more transparency in RFMOs.

The measures should also be consistent with the [International Guidelines for the Management of Deep-Sea Fisheries in the High Seas](#)<sup>5</sup> (“FAO Guidelines”).

Further information was provided in DSCC’s 2013 briefing to the First Meeting of the Parties.

The draft measure CMM 14.02 for the protection of VMEs circulated last year falls far short of the commitments to protect VMEs that States Parties to SIOFA have repeatedly made through the UNGA resolutions over the past 11 years. A new measure or measures for the protection of VMEs should be drafted, adopted and implemented on an urgent basis.

#### **5.4 Other conservation and management measures.**

The DSCC urges the SIOFA Parties to agree a management measure to establish a blacklist of IUU vessels. This could follow SPRFMO measure CMM 1.04 agreed in January 2013.

#### **Conclusion**

It has been eleven years since the Parties to SIOFA and other nations whose flagged vessels conducted bottom fisheries in the SIOFA Convention area have agreed to “take action urgently” to protect VMEs<sup>6</sup> and seven years since the deadline established by the UN General Assembly to adopt and implement the measures contained in UNGA resolution 61/105. In spite of these commitments, no multilaterally agreed measures have yet been adopted and implemented to do so by the Parties to the SIOFA convention. We would note that the UN General Assembly will review the actions taken by States and RFMOs in 2016 and we would urge SIOFA Parties to adopt and implement fully the measures outlined above as have been called for by the UN General Assembly.

Respectfully submitted

Duncan Currie  
For DSCC

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#### **Endnotes**

1 UNGA resolutions 59/25 (2004), 61/105 (2006), 64/72 (2009), 66/68 (2011)

2 UNGA resolution 64/72 paragraph 120: "Calls upon flag States, members of regional fisheries management organizations or arrangements with the competence to regulate bottom fisheries and States participating in negotiations to establish such organizations or arrangements to adopt and implement measures in accordance with paragraphs 83, 85 and 86 of its resolution 61/105, paragraph 119 of the present resolution, and international law, and consistent with the Guidelines, and not to authorize bottom fishing activities until such measures have been adopted and implemented."

3 UNGA resolution 66/68 - Sustainable fisheries, including through the 1995 Agreement for the Implementation of the Provisions of the United Nations Convention on the Law of the Sea of 10 December 1982 relating to the Conservation and Management of Straddling Fish Stocks and Highly Migratory Fish Stocks, and related instruments (to be issued)

4 UNGA Resolution 64/72 (2009) paragraph 119(a): “Conduct the assessments called for in paragraph 83 (a) of its resolution 61/105, consistent with the Guidelines, and to ensure that vessels do not engage in bottom fishing until such assessments have been carried out”

5 <http://www.fao.org/docrep/011/i0816t/i0816t00.htm>.

6 UNGA resolution 59/25, paragraph 66: “Calls upon States, either by themselves or through regional fisheries management organizations or arrangements, where these are competent to do so, to take

action urgently, and consider on a case-by-case basis and on a scientific basis, including the application of the precautionary approach, the interim prohibition of destructive fishing practices, including bottom trawling that has adverse impacts on vulnerable marine ecosystems, including seamounts, hydrothermal vents and cold water corals located beyond national jurisdiction, until such time as appropriate conservation and management measures have been adopted in accordance with international law”

## Appendix U - Paper circulated by FAO

### **Information provided by FAO on the “Sustainable Fisheries Management and Biodiversity Conservation of Deep Sea Living Resources in Areas Beyond National Jurisdiction Project” in the context of the Second Meeting of the Parties to the Southern Indian Ocean Fisheries Agreement**

This letter includes information on activities under the GEF project “Sustainable Fisheries Management and Biodiversity Conservation of Deep Sea Living Resources in Areas Beyond National Jurisdiction (ABNJ Deep Seas Project)”, part of the ABNJ Programme, that may be of interest to SIOFA Contracting Parties. Further information can be found at:

<http://www.commonoceans.org/>

The project envisages a number of activities which may be of interest to SIOFA and benefit RFMO/As in general. This includes a range of activities that promote collaboration and sharing of experiences on deep-sea fisheries and associated biodiversity across RFMO/As and regions as well as specific activities on capacity strengthening for developing countries.

Following our earlier communication on relevant activities for the region, we would like to further explore possibilities for collaboration on specific activities in the Indian Ocean region within the framework of the ABNJ Deep Seas Project and FAO would be happy to discuss any of the below activities in further detail.

A selection of upcoming/suggested activities are:

**An informal meeting to review the extent of available data and produce preliminary assessments for deep-sea stocks and fisheries in the ABNJ of the Indian Ocean:** The informal workshop would have the following objectives (date to be determined subject to interest expressed by the region):

- Delineate biological stocks of orange roughy and alfonsino and prepare catch history estimates for these stocks
- Establish biological parameters for these stock units, and review available age data
- Present and evaluate available stock abundance indices
- Discuss/develop preliminary assessment models that may help guide future work
- Recommend future science programs that could be conducted based on experience from the workshop.

**VME Database and Portal:** The VME Database was released in December 2014. It contains comprehensive information on VME-related measures in ABNJ for each regional fisheries body. There is currently no information for the SIOFA region, however, SIOFA contracting parties are welcome to review the VME Database as well as the Portal and suggest the inclusion of relevant information. This Database and web Portal will serve as a collaboration tool among RFMO/As and also as an informational and awareness building tool for the general public.

<http://www.fao.org/in-action/vulnerable-marine-ecosystems/en/>

**Report on VME Practices and Processes:** A review of current practices and processes on the conservation and management of VMEs as undertaken within each ocean region by RFMO/As and/or States has been initiated. The UNGA Resolution 61/105, as well as subsequent resolutions, and the FAO DSF Guidelines, provides recommendations or guidance on how to identify, manage impacts and safeguard VMEs, but the application and operationalization of the recommendations has posed challenges. - 2 -

This has produced a variety of practices within and among the regions. Scientific progress for the identification of VMEs – including the interpretation of the criteria, selection of indicators and thresholds, ensuring a sound knowledge base and incorporation of new data collection methodologies e.g. through underwater ROV surveys and towed cameras, and in delineating areas containing VMEs – have produced a wide range of practices which need to be capitalized upon. The report on VME practices and processes will be made available after peer-reviewing by an appropriate group of experts including members of deep-sea RFMOs/As and other competent regional organizations.

**The review of the Indian Ocean chapter in the 2nd edition of the *Worldwide Review of Bottom Fisheries in the High Seas*:** Working with RFMO/As and other stakeholders, the *Worldwide Review of Bottom Fisheries in the High Seas* (FAO, 2009) will be updated and expanded. The last review covered deep-sea fisheries for the period 2003-2006 using information acquired from a questionnaire circulated to some 40 countries and regional bodies. The updated review will address information gaps identified in the last review and will take into account progress made on monitoring of data-poor deep-sea stocks, and benefit from updated stock assessment for key species and new advances in assessment technologies. The review will be organized in close collaboration with the relevant regional bodies.

**SmartForms:** FAO in collaboration with partners is looking at the development of a reporting app in support of improved data collection for deep-sea fisheries, benefitting from ongoing development of SmartForms to facilitate coordinated reporting of elasmobranch observations. The SmartForms includes an Android mobile application, a data hub for data management and a form builder.

**Expert workshop on Encounter Protocols and Environmental Impact Assessments in deep-sea ABNJ fisheries** (5 – 8 March 2015, Arendal, Norway): this informal workshop is being organized by FAO in cooperation with the Norwegian Institute for Marine Research (IMR). The overall objective of the Workshop is to facilitate sharing of best practices and effective solutions among regions on VME encounter protocols and environmental impact assessments. The meeting will also reflect on the use of indicators species/groups and the setting of thresholds and, more generally, on the various management mechanisms, including spatial measures, currently used to ensure that fisheries are sustainable under an ecosystem approach and for the protection of VMEs. The Workshop aims to facilitate sharing of lessons learned across regions related to management of VME encounters and impact assessments in deep-sea fisheries. The proposed workshop will be technical in nature and intended to stimulate informal discussion and exchange of experiences to facilitate lesson learning.

**Legal Capacity Development Program** – (implementation from 2016 to 2018): The legal capacity development program will be implemented to strengthen capacities of developing

countries in improved implementation of obligations deriving from international, regional and national legal instruments relevant for deep-sea fisheries management and the conservation of biodiversity in ABNJ. The exact content of the program will be determined in consultation with beneficiary countries, and will entail development of legislation, strengthening enforcement capacities, collaboration arrangements in the context of IUU fishing and MCS, etc. The activities will be planned on a regional basis with flag, port and coastal States.

**ABNJ Deep Seas Project inception meeting:** in 2015 there will be a project inception meeting for the ABNJ Deep Sea project with partners. We would be pleased to invite SIOFA or a SIOFA member to participate.

We would be happy to provide additional information or answer questions as needed.

Sincerely,

The FAO Deep Sea Fisheries Team



## **Appendix V – SIOFA Workplan**

### **ROADMAP FOR INTERSESSIONAL PERIOD**

51. MAIL AND RELEVANT INFORMATION MANAGEMENT
  52. ORGANISATION OF A MEETING (only for CPC, maximum 3 persons/CPC) TO ADDRESS URGENT ADMINISTRATIVE ISSUES (rules of procedures, financial regulations, subsidiary bodies terms of reference) INTERSESSIONALLY (Brussels, October 2015)
  53. START EXECUTIVE SECRETARY RECRUITMENT PROCESS IN ORDER TO PREPARE SHORT LIST OF THE BEST 3 CANDIDATES TO BE SELECTED IN THE NEXT MEETING OF THE PARTIES
  54. ORGANISATION OF THE NEXT MEETING OF THE PARTIES
- 

### **30 000 € BUDGET FOR INTERSESSIONAL PERIOD**

- c. RECRUITMENT : 20 000 €
- d. ADVERTISING : 4 000 €
- e. CONTINGENCIES : 6 000 €

### **CONTRIBUTIONS**

- f. MAURITIUS, SEYCHELLES, COOK ISLANDS : 1 250 € FOR EACH (TOTAL : 3 750 €)
- g. OTHER PARTIES : 5 250 € EACH (TOTAL : 26 250 €)

# Appendix W – EU Proposal for a System of Monitoring, Control and Surveillance

SIOFA 2<sup>nd</sup> Meeting of Parties

Flic en Flac, Mauritius 17<sup>th</sup> – 20<sup>th</sup> March 2015

## EU Proposal For a System of Monitoring, Control and Surveillance

- In order to meet the objectives laid down in Article 6.1 of the SIOFA Agreement and for the purpose of:
  - *sharing best practice with other non-tuna RFMOs;*
  - *facilitating a consistent approach to MCS in neighbouring RFMOs; and*
  - *saving resources and time by taking advantage of work already achieved in other RFMOs*

As agreed in the first Meeting of the Parties, EU has submitted, a proposed framework for the development of an MCS system for SIOFA.

**Development of the SEAFO 'System of Observation, Inspection, Compliance and Enforcement'**  
*Based mainly on existing SEAFO Compliance Measures, UNFSA , NAFO, NEAFC and CCAMLR MCS text the SEAFO system was adopted in 2013 after 3 years hard work*

**2010:** Performance review recommends creation of a single document for compliance

**2011:** EU presents the first draft for the 'System'

**2012:** CC members submit comments and EU compile and redistribute via Secretariat for consideration at 3 day special Compliance Committee meeting.

**2013:** Following some intercessional work Phase 2 and the complete 'System' was completed during a 3 day special Compliance Committee meeting

**Why does SIOFA need a 'System of Observation, Inspection, Compliance and Enforcement'?**

The 'System' would meet completely or partially 7 of the 12 obligations listed below

**SIOFA Agreement Article 6 – Functions of the Meeting of the Parties**

1. The Meeting of the Parties shall:

- a) ...
- b) ...
- c) ..
- d) *Formulate and adopt CMMs*
- e) *Adopt generally recommended international minimum standards for conduct of responsible fishing*
- f) *Develop rules for the collection of scientific data*
- g) ...
- h) *Develop rules and procedures for MCS of fishing activities, including a system of verification, vessel monitoring, observation and rules concerning the boarding and inspection of vessels*
- i) *Develop and monitor measures to prevent, deter and eliminate IUU fishing*
- j) *Draw the attention of any non-Contracting Parties to any activities which undermine the objectives of the agreement*
- k) *Establish criteria for the rules and governing participation in fishing*

...

**TABLE OF PROVENANCE OF ARTICLES**

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<u>CHAPTER I – GENERAL PROVISIONS</u>	<i>PROVENANCE</i>
<u>Article 1 – Scope</u>	Adapted from NEAFC text. SEAFO Convention, NEAFC & NAFO NEAFC
<u>Article 2 – Definitions</u>	
<u>Article 3 – Co-operation and contact points</u>	
<u>CHAPTER II – CONTROL MEASURES</u>	
<u>Article 4 – Authorisation and notification to fish</u>	SEAFO CM 07/06
<u>Article 5 – Prohibition of transshipments in the convention Area</u>	SEAFO CM 13/09
<u>Article 6 –Vessel requirements</u>	SEAFO CM 07/06
<u>Article 7 – Marking of gear .....</u>	SEAFO CM 07/06
<u>Article 8 – Retrieval of lost or abandoned fishing gear</u>	SEAFO CM 19/10 & NAFO
<u>Article 9 – Labelling of frozen products of fishery resources</u>	NEAFC & NAFO
<u>CHAPTER III – MONITORING OF FISHERIES</u>	
<u>Article 10 – Information on fishing activities</u>	SEAFO CM 07/06
<u>Article 11 – Communication of vessel movements and catches</u>	SEAFO CM 07/06
<u>Article 12 – Periodic reporting of catch and fishing effort by Contracting Parties</u>	SEAFO CM 07/06
<u>Article 13 – Vessel Monitoring System (VMS)</u>	SEAFO CM 07/06 & NEAFC
<u>Article 14 – Monitoring of transshipments in port</u>	SEAFO CM 13/09
<u>CHAPTER IV – AT SEA INSPECTION</u>	
<u>Article 15 – Scope and application</u>	UN Fish Stocks Agreement
<u>Article 16 – Notification to inspect at sea</u>	NAFO
<u>Article 17 – At sea inspection reports and procedures</u>	CCAMLR
<u>CHAPTER V – OBSERVER PROGRAMME</u>	
<u>Article 18– Scientific observer programme</u>	SEAFO CM 07/06
<u>CHAPTER VI – PORT STATE CONTROL</u>	
<u>Article 19 – Scope</u>	SEAFO CM 21/11 (Port State Control)
<u>Article 20 – Designation of ports</u>	SEAFO CM 21/11 (Port State Control)
<u>Article 21 – Advanced request for port entry</u>	SEAFO CM 21/11 (Port State Control)
<u>Article 22 – Port entry: authorisation or denial</u>	SEAFO CM 21/11 (Port State Control)
<u>Article 23 – Use of Ports by foreign vessels</u>	SEAFO CM 21/11 (Port State Control)
<u>Article 24 – Inspections</u>	SEAFO CM 21/11 (Port State Control)
<u>Article 25 – Role of flag state</u>	SEAFO CM 21/11 (Port State Control)
<u>Article 26 – Application</u>	SEAFO CM 21/11 (Port State Control)
<u>CHAPTER VII – MEASURES TO PROMOTE COMPLIANCE</u>	
<u>Article 27 – Sightings and identifications of non-Contracting Party vessels</u>	SEAFO CM 07/06
<u>Article 28 – Listing of IUU vessels</u>	SEAFO CM 08/06
<u>Article 29 – Summary of reporting obligations</u>	SEAFO secretariat
<u>CHAPTER VIII - RESEARCH</u>	
<u>Article 30 – Vessels conducting fishing research</u>	NAFO

**TABLE OF PROVENANCE OF ANNEXES**

<i>ANNEX</i>	<i>PROVENANCE</i>
Annex I <u>Fishery Resources</u>	SEAFO CM 07/06
Annex II <u>Format For Catch Reporting</u>	SEAFO CM 07/06
Annex III <u>VMS Reporting</u>	SEAFO CM 07/06
Annex IV <u>Transshipment Declaration</u>	SEAFO CM 13/09
Annex V <u>Report of At Sea Inspection</u>	CCAMLR
Annex VI <u>Information to be Provided in Advance by Foreign Vessels Requesting Port Entry</u>	SEAFO CM 21/11 (Port State Control)
Annex VII <u>Guidelines for the Training of Inspectors</u>	SEAFO CM 21/11 (Port State Control)
Annex VIII <u>Port State Inspection Procedures</u>	SEAFO CM 21/11 (Port State

**Points to Highlight on the draft 'System'**

- **At Sea Inspection**
- This is not an inspection programme obliging commitment of resources
  - **Art 15 – Scope and application**
  - Until a SIOFA sea inspection programme has been adopted, each CPC undertaking inspections by its patrol vessels at sea on a vessel operating, or suspected of operating, on fishery resources covered by the Agreement in the Area, will do so by applying the relevant provisions in part VI of the United Nations Fish Stocks Agreement, that came into force 11 November 2001.
  - **Port State Control**
- Applies to all vessels
  - **Art 19 Scope** '....maintain an effective system of port State control of **all vessels** that have been engaged in fishing or fishing related activities in the Convention Area...'
  - **However....**
  - **Art 26 Application**
  - 1. This Chapter will be applied to all CPs ports within the coastal States which have areas of national jurisdiction adjacent to the Convention Area
  - 2. Each CP which does not have areas of national jurisdiction adjacent to the Convention Area shall endeavour to apply this chapter

**Proposed Way Forward**

To consider adopting at this meeting the chapter on IUU and any other measures agreed as being urgent.

Work is progressed intersessionally and a timeline is agreed to meet the following objectives:

- EU produce a working document (structured to facilitate compilation of comments/inputs) and distribute to members.
- Members submit comments to EU for compilation.
- Working document is presented for development at an Extraordinary Compliance Committee meeting to take place immediately before the next Meeting of Parties.

**Thank you for listening**

*Any Questions*

- **Jon Lansley**

## **Appendix X – Communication from the SPRFMO on the passing away of the former Interim Executive Secretary, Dr. Robin Allen**

**South Pacific Regional Fisheries Management Organisation** PO Box 3797, Wellington 6140, New Zealand. TEL: +64 4 499 9889 - FAX: +64 4 473 9579 – EMAIL: [secretariat@sprfmo.int](mailto:secretariat@sprfmo.int)

**Ref: 34-2015**

20 March 2015

**To:** Members, CNCPs and Observers

Dear colleagues,

**Re:** Passing of the former Interim Executive Secretary, Dr. Robin Allen

I am writing to you with great sadness to inform you that Robin Allen has lost his battle against cancer and passed at Wairau Hospital in Blenheim, New Zealand, on 18 March 2015. A service for Robin will be held at the Church of the Nativity in Blenheim at 11 am next Tuesday, 24 March.

This is a very difficult time for Robin's family, especially his wife Janice, and if you wish to convey words of sympathy the Secretariat will gladly forward them to the relatives. Messages can also be sent directly to the Allen Family, c/- PO Box 5159, Springlands, Blenheim 7241. The family has instructed that in lieu of flowers, a donation to the Church of the Nativity would be appreciated and may be sent to 76 Alfred Street, Blenheim.

The Secretariat staff as well as many of you have lost a good friend and dear colleague. We welcome your contributions for an obituary to be published on the SPRFMO website.

Kind regards,

Johanne