

The Government of the Russian Federation

INSTRUCTION (order)

Dated February 5, 2013 № 121-p

Moscow

About the agreement signed between the Government of the Russian Federation and the Government of The Kingdom of Morocco about partnership in a marine fisheries sphere.

In accordance with the paragraph 1 of Article 11 of the Federal Law "On International Treaties of the Russian Federation", approve presented by the Ministry of Agriculture of Russia agreed with the Russian Foreign Ministry and other relevant bodies of the executive power, and previously worked with the Moroccan Party over the draft of the Agreement between the Government of the Russian Federation and the Government of the Kingdom of Morocco on cooperation marine fisheries (attached).

To instruct the Russian Federal Fisheries Agency to hold negotiations with the Moroccan Party and sign an agreement on behalf of the Government of the Russian Federation said Agreement, authorizing to make changes in the attached draft, which have no principle consideration.

Prime Minister of the Russian Federation

D. Medvedev

Seal

AGREEMENT

Between the Government of the Russian Federation and the Government of The Kingdom of Morocco about partnership in a marine fisheries sphere

The Government of the Russian Federation and the Government of the Kingdom of Morocco, further call Parties,

taking into consideration friendly relationships between the Russian Federation and the Kingdom of Morocco and having intention to reinforce them

willing to develop and improve reciprocal mutually beneficial cooperation in a marine fisheries, fish farming, and connected branches of the economy,

affirming its devotion to principles and aims of the UN Convention of on the Law of the Sea 10 December, 1982, according to which the Kingdom of Morocco established 200-mile Exclusive Economic Zone within the limits of which it executes sovereign rights when it comes to research, use, preservation, and resource management of the aforementioned zone,

realizing mutual interest in preservation and rational use of marine living resources and protection of the marine ecosystem,

recognizing the need of close cooperation in conducting scientific research with the aim of developing measures forwarded to marine living resources preservation and their rational use,

willing to ensure preservation and rational use of biological resources in waters adjacent to the coast of the Kingdom of Morocco,

realizing the significance of marine fisheries as industry and related industries for economic and social development of the Kingdom of Morocco, as well as forces taken for transformation of mentioned industry into a main part of the national economy, and justified aspiration to achievements conservation in this sphere,

taking into account that the fisheries industry represents itself as a full economic cycle and willing to reinforce existing relationships by means of closer and deeper cooperation,

seeking to determine conditions of cooperation in the sphere of marine fisheries on mutually beneficial grounds,

willing to develop the fishing industry cooperation comprehensively, Parties agreed on the following:

Article 1

This Agreement establishes cooperation principles between the Kingdom of Morocco and the Russian Federation in the sphere of preservation and use of marine living resources of the Kingdom of Morocco's Exclusive Economic Zone and determines conditions of fisheries activity by vessels under the Russian Federation flag (further Russian fishing vessels), in the Atlantic part of the Exclusive Economic Zone of the Kingdom of Morocco (hereinafter 'the Atlantic fishing zone of Morocco'). Technical provisions about amount of harvesting capacity, conditions of fisheries and payment of financial compensation are provided in Appendix to this Agreement, which is its integral part.

Article 2

The Parties shall cooperate in terms of planning and conducting scientific research,

which are necessary for preservation and rational use of marine living resources in the Atlantic fishing zone of Morocco, as well as outside it.

The Parties shall cooperate in the sphere of technical development and technology of fisheries, technologies of fish processing and aquaculture development.

Conditions of applying this Article are determined by the Russian-Morocco Joint Committee on Marine Fisheries, established through the Article 17 of this Agreement (hereinafter the 'Joint Committee'), as well as by means of consultations with competent organizations of the State Parties.

Article 3

1. The Parties according to the laws and rules in force in each State Parties shall encourage contacts and facilitate mutually beneficial versatile cooperation of businesses of their states in the following areas:
 - a) development of accompanying to fishing means of industries, particularly, shipbuilding, ship repair, production of fishing nets and manufacture of fishing gear;
 - b) development of exchange of professional experience and personnel training for the fisheries industry;
 - c) sale of fishery products;
 - d) marketing;
 - e) aquaculture.
2. Content and conditions of realization of ways of cooperation pointed in the item 1 of the current Article are determined by the Joint Committee

Article 4

The Parties shall cooperate in a sphere connected with the specialists training in the field of marine fisheries. For this purpose the Russian Party provides opportunities and scholarships for Moroccan citizens with the purpose to train them in Russian educational institutions in the fishery sphere.

Terms of implementation of this cooperation will be determined by the Joint Committee.

Article 5

1. The Parties shall cooperate on a bilateral basis or within the framework of international on regional and subregional fishery organizations with the aim of developing and implementing measures to preserve and rationally use marine living resources.

The Parties shall consult on matters of mutual interests.

Specific terms and conditions of such cooperation will be mutually determined, as necessary.

2. With the aim to fulfill provisions of this Article, the Parties are conducting studies on Russian research vessels within the programs organized by the National Institute for Fisheries Research of the Kingdom of Morocco with the participation of Russian scientific fishery organizations.

Exact conditions of conducting mentioned research are determined annually by Parties on the sessions of the Joint Committee.

3. The Russian Party shall support the Moroccan Party as for deeper scientific research, increase in efficiency of fishing resources management and monitoring their use.

Article 6

1. The Moroccan Party allows to the Russian fishing vessels to fish small pelagic fish in Atlantic fishing zone of Morocco in accordance and on conditions with the Appendix № 1.

2. The Moroccan Party determines annually general constitution of catches according to type ranges, fishing areas, accounting rates, as well as quantity and type of Russian fishing vessels, carrying out fishing activities in Atlantic fishing zone of Morocco according to the plan of fisheries harmonization of pelagic fish in Atlantic fishing zone of Morocco.

Article 7

With the aim to increase the Russian Party's contribution in the Kingdom of Morocco policy of preservation of marine living resources and replenishment some types of these resources, which are under the threat of overuse, Russian fishing vessels, carrying out fishing activities in Atlantic fishing zone of Morocco, comply with the Kingdom of Morocco legislation, which regulates fishery activity, as well as take measures of preservation and replenishment such resources in the sphere of fishery introduced by Food and Agriculture Organization of the UN.

Article 8

1. Fishing activities are carried out by Russian fishing vessels in the Atlantic zone of Morocco according to the terms, determined by the Appendix № 2, as well as according to the following terms:
 - a) The Russian Party shall execute payment of the total annual financial compensation, which is a payment for the right of Russian fishing vessels to access Atlantic fishing zone of Morocco;
 - b) The ship-owners shall execute payment for fishing license by, given to certain vessel types in accordance with the legislation of the Kingdom of Morocco;
 - c) The owners of the Russian fishing vessels shall execute payment for the annual fee for fishery opportunity in the Atlantic fishing zone of Morocco given to these vessels, which is calculated on the basis of percentage ratio of the production of finished products, produced on the Russian fishing vessels.
2. The amount of financial compensation for the right of Russian fishing vessels to access Atlantic fishing zone of Morocco, total sum of annual fee and accounting prices, used in calculation of annual fee is determined in the Appendix № 3.
3. Annual fee payment for given fishing opportunity shall be executed by the owners of Russian fishing vessels every month before their fishing activity in the Atlantic fishing zone of Morocco on the basis of quota allocated to each vessel.
4. The Parties shall ensure fulfillment the terms of the Article by cooperation between the competent authorities of the Parties.

Article 9

1. The Moroccan Party in accordance with the legislation of the Kingdom of Morocco assists to create advantageous environment when it comes to fisheries and accompanying activities, as well as entrance (exit) to the ports of the Kingdom of Morocco to crew members of Russian fishing vessels, carrying out fishing activities in the Atlantic fishing zone of Morocco.
2. The Moroccan Party gives Russian fishing vessels fishing in the Atlantic fishing zone of Morocco, the following opportunities:
 - a) Ships anchorage, berthing and repairs;
 - b) Discharge, loading and transshipment of technical equipment and spare parts;
 - c) Fresh water and food supply, fuelling;
 - d) Transshipment of fishing production from Russian fishing vessels on terms determined by the Joint Committee.
3. The conditions of stay of the Russian fishing vessels carrying out fishing activities in the Atlantic zone of Morocco in the Kingdom of Morocco ports are determined by the legislation of the Kingdom of Morocco and the resolutions of the Joint Committee.

Article 10

The Russian Party shall take on board the Russian fishing vessels, carrying out fishing activities in Atlantic fishing zone of Morocco, Moroccan scientific observers and provide

conditions, which are necessary for them to fulfill their functions, which will be agreed by Parties within the framework of the Joint Committee.

Article 11

The Russian Party shall take Moroccan sailors for work on the board of Russian fishing vessels, carrying out fishing activities in Atlantic fishing zone of Morocco, according to conditions, agreed by the Parties within the framework of the Joint Committee.

Article 12

The Russian Party shall give to Moroccan Party all statistics about fishing activity of Russian fishing vessels, carrying out fishing activities in Atlantic fishing zone of Morocco, particularly information on volume of catches, frozen, and discharged fish (according to species), in accordance with the conditions determined by the Moroccan Party.

All Russian fishing vessels carrying out fishing activities in the Atlantic fishing zone of Morocco, under the control of the Russian satellite monitoring system.

Article 13

1. The Russian Party shall guarantee to take all necessary measures to ensure that Russian fishing vessels, carrying out fishing activities in Atlantic fishing zone of Morocco, fulfill the Articles of this agreement, decisions of the Joint Committee, the legislation of the Kingdom of Morocco, regulating fishing activity in Atlantic fishing zone of Morocco, as well as the UN Convention on the Law of the Seas on 10 December, 1982.
2. In case of payment debt as the result of default of obligations by the owners of Russian fishing vessels, the Russian Party shall guarantee to take all necessary measure to repay it within a month or the latest before the expiration of this Agreement.
3. The Moroccan Party shall inform the Russian Party in written form in advance about all new laws and rules of the Kingdom of Morocco in the fisheries industry in the field of marine fisheries, so they can be complied by the Russian fishing vessels, carrying out fishing activities in Atlantic fishery zone of Morocco.

Russian fishing vessels start following these laws in one month from the date of receipt of the notice by the Russian Party.

4. Legislation measures should not have discriminating character towards Russian fishing vessels, carrying out fishing activities in Atlantic fishery zone of Morocco and in any way break the right given to the Russian Party to carry out fishing activities.
5. With the aim to support realization of the provisions of this Agreement, the Russian Party will continue its activity of the Federal Fishing Agency in the Kingdom of Morocco.

Article 14

1. Any violation of the laws and rules of the Kingdom of Morocco by Russian fishing vessels, carrying out fishing activities in Atlantic fishing zone of Morocco, entails responsibility in accordance with the Kingdom of Morocco legislation and the provisions of the UN Convention of the Law of the Seas on 10 December, 1982.
2. In case of arrest or detention of a Russian fishing vessel, carrying out fishing activities in Atlantic zone of Morocco, the Moroccan Party shall immediately inform the Russian Party through diplomatic channels.
3. The arrested vessel and its crew are released without delay after bail or other reasonable security.

Article 15

The Russian Party, at the request of the Moroccan Party, assists on implementation of supply by the Russian fishing vessels, carrying out fishing activities in Atlantic zone of Morocco, small pelagic types of fish on Moroccan fish-canning enterprises. Conditions and methods of mentioned supplies will be determined by collaborative agreements of appropriate entities of the States Parties.

Article 16

The Parties, trying to ensure efficiency of taking measures for rational use and preservation of marine living resources, cooperate in regard to prevention of illegal, unreported, and unregulated fishing in Atlantic fishing zone of Morocco and to combat it, in particular through the exchange of information.

Article 17

1. In order to reach the aims of this Agreement, the Parties establish a Joint Committee. Each Party shall appoint to the Joint Committee representatives in accordance with its rules.
2. The tasks of the Joint Committee, in particular, includes:
 - a) Monitoring the implementation of this agreement, as well as the resolution of possible disputes;
 - b) acting as a liaison in regard to matters of mutual interest of the Parties in the field of maritime fishing;
 - c) approval of programs and action plans in line with provisions of this Agreement;
 - d) Determination of support activities with the aim of deepening scientific research and increasing efficiency of fishing resources management, as well as evaluation of such support as it is described in the paragraph 3 of the Article 5 of the Agreement;
 - e) Change of fishing opportunities, which are provided to the Russian Party by the Moroccan Party within duration period of this Agreement;
 - f) Determination of conditions for cooperation in the sphere of combating illegal, unreported, and unregulated fishing, as well as collaboration in compliance with the legislation of the Kingdom of Morocco and this Agreement;
 - g) Determination of the terms of cooperation in the field of staff training;
 - h) Annually establishment:
 - allowed quota for fishing small pelagic fish species;
 - catch compound by groups of fish species;
 - number of Russian fishing vessels, allowed to fish;
 - accounting prices on finished products used for calculation of financial compensation.
3. The Joint Committee observes all questions related to the implementation of this Agreement. The decisions of the Joint Committee are described in protocols and are binding upon both Parties.
4. Sessions of the Joint Committee are held once a year alternatively in the Russian Federation or the Kingdom of Morocco. Extraordinary sessions may be convened at the request of one of the Parties.
5. The Joint Committee implements its activity in accordance with rules determined at its first session.

Article 18

The Parties are not responsible for obligations of legal entities and individuals, who signed contracts within the framework of this Agreement.

Article 19

The Parties shall consult in case of a dispute concerning interpretation or implementation of this Agreement and its Appendices.

Article 20

Nothing in this Agreement shall be accounted as impairing bilateral and multilateral agreements concluded by each of the Parties, as well as the positions of the Parties in international maritime law.

Article 21

1. This Agreement shall be applied provisionally after 60 days from the date of its signature and shall enter into force on the date the last written notification confirming that the Parties implement internal procedures necessary for its entry into force.
2. This Agreement is completed for four years. Each Party reserves the right to terminate this Agreement notifying the other Party about its intention through diplomatic channels in writing no later than six months.

Done in the city _____ «_____» _____ year in duplicate, each is in Russian, French and Arabian languages, meaning that all texts have equal power.

For the Russian Federation Government

For the Government of the Kingdom of Morocco

APPENDIX №1
To the Agreement between
the Government of the Russian Federation
and the Government of the Kingdom of Morocco
on partnership in marine fisheries

Fishing opportunities provided by the Kingdom of Morocco to the Russian Federation

I Fishing areas

1. Russian fishing vessels, which are allowed to fish in the Atlantic part of Exclusive economic zone of the Kingdom of Morocco (hereinafter referred to as - Russian fishing vessels, Atlantic fishing zone of Morocco), carry it in the area, which is situated to the south of the parallel 28°00' of northern latitude.

The exact coordinates of the areas where it is allowed to fish are determined according to the arrangements between the Parties and are specified in fishing licenses issued by the Moroccan competent authorities to Russian fishing vessels.

2. Russian fishing vessels are allowed to fish only outside 15 -miles coastal zone within the fishing area that is mentioned in paragraph 1 of this Appendix.
3. Russian fishing vessels, which were allowed to fish, have to follow all biological rest periods, which are imposed by the Kingdom of Morocco in the Atlantic fishing zone of Morocco and to stop there any fishing activities in those periods.

In case of the establishment of biological rest periods, the Moroccan Party sends to the Russian party written notice in advance about suspension of the fishing activity and the areas, to which it applies.

II. Species of pelagic fish allowed for catch

1. Russian fishing vessels are allowed to catch the following species of pelagic fish: sardine, sardinella, mackerel, horse mackerel, anchovy.
2. Composition of catches (by groups of species) in the first year of the Agreement between the Russian Federation and the Government of the Kingdom of Morocco on cooperation in marine fisheries (hereinafter - Agreement) is:
 - a) sardine, sardinella – 30%
 - b) mackerel, horse mackerel, anchovy – 65%
 - c) by catch – 5%
3. For subsequent years of the Agreement referred to in paragraph 2 of this section the composition by of catches will be determined by the Moroccan Party in the framework of the Russian-Moroccan Joint Committee on Fisheries (hereinafter - the Joint Commission).

III. Allowed quota of catch

1. For the first year of the Agreement the allowed quota is set in the amount of 100000 tons of pelagic fish species. For subsequent years of the Agreement, the catch quota will be established by the Moroccan Party in accordance with the Articles 6 and 17 of the Agreement.
2. By catch, including pelagic and semi-pelagic species that are not listed in Section II of this Appendix shall not exceed 5 % of the actual volume of fishing catches by the Russian fishing vessel or volume of fishing catches in one drift fishery.

A complete list of pelagic and semi pelagic fish species that may be in catch is given in the attachment to this Appendix.

Catches of cephalopods, crustaceans, and other ground and benthic species is strictly forbidden.

Industrial processing of catches to fish flour and (or) fish oil with commercial aim is strictly forbidden. Only damaged fish, which is not suitable for freezing and waste received during the processing of allowed pelagic fish species can be processed into fish flour and (or) fish oil. The Moroccan Party within the framework of the Joint Committee will record the percentage of catch, processed into flour, and (or) fish oil.

Moroccan scientific observers will exercise strict control over such production activity.

Any vessel, which keeps on board cephalopods, crustaceans, and other ground and benthic species or catches, which were processed into fish flour and (or) fish oil takes responsibility, which includes catch confiscation and withdrawal of fishery license

IV. Number and type of allowed to fisheries vessels

The number of the Russian fishing vessels authorized to fish in the Atlantic fishing zone of Morocco during the first year of the Agreement, is 10 fishing vessels, the tonnage of each should not excide 7765 gross registered tons.

For subsequent years of the Agreement the number of the Russian fishing vessels is set by the Parties within the frameworks of the Joint Committee.

V. Mesh size and catch equipment

The Russian fishing vessels are allowed to use pelagic trawls or trawls of different abyssal.

The minimal mesh size of pelagic trawls or trawls of different abyssal is 40 millimeters on elongated diagonal.

The bag of a pelagic trawl or a trawl of different abyssal can be strengthened by netting with the minimum mesh size of 400 mm on the elongated diagonal and by strops that are set on the distance no less than 1.5 meters from each other, not including a strop that is situated in the back part of the bag, which cannot be set less than 2 meters from the place of trawl constriction.

Strengthening or duplicating the trawl bag in any other combination is forbidden. The trawl should not be used for catching other species than small pelagic fish species, fishery of which is allowed by the Agreement.

Attachment to APPENDIX 1

To the Agreement between the Government of the Russian Federation and the Government of the Kingdom of Morocco on partnership in marine fisheries

The list of pelagic and semi pelagic fish species that may be in catch

Kind	Species	Scientific Name
Scombridae	Mackerel tuna	Auxis thazard
	Dwarf bonito	Euthynnus alletratus
	Phoca fasciata	Katsuwonus pelamis
	Monochrome bonito	Orcynopsis unicolor
	Bonito	Sarda sarda
	Western African mackerel	Scomberomorus tritor
Carangidae	Caranx	Caranx sp
	Ten-finned horse mackerel	Decapteras rhonchus
	Lichia sp	Lichia sp
	Seriola	Seriola
	Pompano	Trachinotus ovatus
	Pilot-fish	Naucrates ductor
Stromateidae	Stromateus	Stromateus fiatola
Belonidae	Garfish	Belone sp
Bramidae	Atlantic pomfret	Brama brama
Sphyraeidae	Barracuda	Sphyraena sp
Caproidae	Velvet Boardfish	Capros sp
Snipefish	Snipefish	Macroramphus sp
Trichiuridae	Frostfish (Buttersnoek)	Lepidopus caudatus
	Cutlass Fish	Lepidopus lepturus

APPENDIX №1

To the Agreement between
the Government of the Russian Federation
and the Government of the Kingdom of Morocco
on partnership in marine fisheries

Conditions of fishery activity carried out by the Russian fishing vessels in the Atlantic fishing zone of Morocco

I. Issue of Fishing Licenses

1. The representation office of Federal Agency for Fisheries in the Kingdom of Morocco provide the Department of Marine Fisheries of the Kingdom of Morocco with the list of Russian fishing vessels, which are applied for the right to fish within fishing areas, determined by the Appendix №1 to the Agreement between the Government of the Russian Federation and the Government of the Kingdom of Morocco about partnership in a marine fisheries sphere (hereinafter 'the Agreement'), no less than 30 days before the entry into force of the required licenses.
2. In the submitted list, the names and registration data of vessels, their technical characteristics, radio call and fishing and manufacturing capabilities on each of the vessel (productivity, freezing, below decks capacity for finished products) shall be specified.
3. Moroccan competent authority shall issue fishery licenses basing on the list.
4. Annually, to the initial application for the fishery license, there should be attached a copy of the nationality of the vessel act or any other similar official document, valid international certificate of vessel's tonnage registration and a sidewise photo of the vessel, where its identification signs are seen. At the request of Moroccan competent authorities each of the fishing vessel, which is allowed to fish, should no more than once a year in the period not exceeding 3 months from the date of written request for the fishery license enter one of the Moroccan ports for technical inspection, check of its characteristics and onboard catch equipment. Inspection is done within 24 hours from the moment of vessel's arrival to one of the following ports of the Kingdom of Morocco: Casablanca, Jorf Lasfar, Agadir, Laayoune, Dakhla.

The department of marine fisheries of the Kingdom of Morocco issues fishery licenses to the Russian competent authorities no less than 15 days before the date of their entry into force.

Each fishery license is given to the exact vessel and cannot be transferred to another.
The fishery license must always be on board.

II. Substitution of Russian fishing vessels' fishery licenses

1. During registration of fishery licenses in case of necessity the fishery license, which was issued to one of the Russian fishing vessels, before the beginning of fishing activity on request of the Russian Party can be substituted by the fishery license for another Russian fishing vessel with equal displacement.
2. Only in case of technical problems if the allowed Russian fishing vessel cannot realize its fishing activity during 3 months, Moroccan competent authorities on request of the Russian Party can consider the question about possibility of substitution of such a vessel by another fishing vessel of equal tonnage.
3. In the case described in item 2 of the current section, the new vessel should pay license fee in accordance with the legislation of the Kingdom of Morocco.

III. Stay of Moroccan sailors on board the Russian fishing vessel

1. Each Russian fishing vessel allowed to carry fishing activity should constantly have on its board no less than 16 Moroccan sailors during the whole period of the Agreement validity.
Moroccan sailors will be placed in the cabins for 2, 4 and 6 people.
2. Qualified Moroccan sailors, senior commanders, mechanics, average commanders, minor commanders duplicating Russian colleagues ensure watch keeping on the board of Russian fishing vessels as trainees. They should be provided with conditions of stay that are equal with Russian colleagues on the board of Russian fishing vessels.
3. Russian vessel owners or their representatives sign in the Kingdom of Morocco labor agreements with Moroccan sailors, which include payment conditions of their work and methods of social protection, which include life insurance, risk of accidents and illnesses. Copies of labor agreements, signed with Moroccan sailors taken on board of Russian fishing vessels should be certified in a proper way by Moroccan competent authorities and passed to the Department of Marine Fisheries of the Kingdom of Morocco at a month after its executin.
4. Taken on board of Russian fishing vessels Moroccan sailors are obliged:
have sailor's identity papers;
have medical certificates confirming their fitness for work on the board of fishing vessels;

follow the rules of labor schedule on the board of Russian fishing vessels and fulfill instructions of seniors.

5. The Moroccan Party should be informed about each case of disciplinary measures taken with reference to Moroccan sailors.
6. Amount of monthly payments for Moroccan sailors is set in accordance with their qualification and conditions of labor agreement, described in the item 6 of this Appendix.
7. Russian ship owners or their representatives by means of representation of Federal Agency for Fisheries in the Kingdom of Morocco till the end of calendar year sends to the Department of Marine Fisheries of the Kingdom of Morocco documents, which proof payments of wages to the Moroccan sailors.

With regard to the Moroccan sailors, taken on board of the Russian fishing vessels, the Declaration of fundamental principals and labor rights by International Labour Organization should be fully applied.

IV. Stay of Moroccan scientific observers on board of the Russian fishing vessels

1. On each Russian fishing vessel allowed to fishery there should be 1 permanent observer
2. During their stay on board of the Russian fishing vessel allowed to fishery, the Moroccan scientific observer supervises the vessel's actions, particularly:
 - a) on board fishing equipment;
 - b) fishing areas, which are visited;
 - c) species composition of the catches and fish produced at sea;
 - d) technologies and production processes of the catch on board;
 - e) transloading operations of goods at port or at anchor port.
3. With the aim of realizing their functions, the Moroccan scientific observer:
 - a) has the right to:
 - At any time observe vessel's documents (fishery licenses, vessel's register, marine maps of allowed fishing zones and others);
 - Use such equipment, which is on board, as satellite positioning system and navigation equipment of detection, without interfering with sailing and fishing activities;
 - Use on board radio equipment for connection with the Moroccan authorities or other fishing vessels;
 - Do activities for selection of biological samples with scientific aims;
 - Take pictures for illustrating observations done on board and have access to all vessel's rooms, which have relation to fishing activity, including fish processing shop, freezing and refrigerated chambers, and below-decks with finished products.
 - b) Have to:
 - Comply with all relevant instructions to their stay on the vessel, which shall not interrupt or impede the implementation of vessel's fishing activity;
 - Treat with due care of the property and equipment on board of the vessel, as well as comply with confidentiality requirements in relation to any vessel's papers.
4. On board of a Russian fishing vessel, the Moroccan scientific observers exercise conditions, which are usually provided for Russian command staff and, in case of necessity, get assistance of the captain and other members of the vessel's crew.
5. In case of discrepancy acceptance of the provisions of the Agreement or the legislation of the Kingdom of Morocco, which regulate fishing activity, which was performed by the Russian fishing vessel, the observers shall notify the vessel's captain and transmit the data, which allows him to fix this discrepancy.

The captain of the Russian fishing vessel is obliged to take into account objections of Moroccan scientific observers and to take measures in order to organize fishing activity in accordance with the Agreement.

6. Moroccan scientific observers and the captain of the Russian fishing vessel during observers' landing or each transshipment, or unloading of finished products realize registration of catches and finished products according to fish species and products.

7. At the end of the period of stay on the Russian fishing vessel, the Moroccan scientific observer shall prepare a report on the fishery activity by the Russian fishing vessel fishing for its further submission to the competent authorities of the Kingdom of Morocco. A copy of the report shall be sent to the office of the Federal Agency for Fisheries in the Kingdom of Morocco.

The report is signed in the presence of the vessel's captain, who adds to his comments if necessary and confirms with his signature. A copy of the report is transmitted to the captain of the vessel before the Moroccan scientific observer is landed.

The form of the observer's report is presented in Appendix № 1 to this annex.

V. Conditions of taking Moroccan observers and sailors on board of the Russian fishing vessels

The Russian Party through Russian competent authorities undertakes to fulfill actions, which concern taking Moroccan observers and sailors on board of the Russian fishing vessels, as well as their landing whether at the beginning of the round of each allowed to fishing vessel or when the vessel enters on of the Moroccan ports, or in the Atlantic part of the Exclusive Economic Zone of the Kingdom of Morocco (hereinafter 'the Atlantic fishing zone of Morocco').

In the latter case the delivery of Moroccan observers and sailors at the zone or outside it is done by interested Russian ship owners.

The Russian Party undertakes to fulfill actions, which are necessary for exchange of Moroccan scientific observers or sailors, who were on the board of the Russian fishing vessel in the sea for a long time, in one of the Moroccan ports or at the fishing zone, as well as exchange or replacement in case of urgency of Moroccan sailors, who seek landing connected with health conditions or any other strong reason.

If the Moroccan scientific observer does not on board of the Russian fishing vessel arrive within 12 hours after the agreed time, the owner of the Russian fishing vessel is automatically released from the obligation to adopt them on board.

The date of commencement of the voyage, arrival time and duration of the stay in the port of Russian fishing vessels allowed to fish are reported by the Russian competent authorities to the Moroccan competent authorities no less than 7 days in advance.

VI. Satellite control over the Russian fishing vessels

1. Russian fishing vessels on the account of the ship owner should be equipped with permanent positioning satellite system that is compatible with the system established in the Department of Marine Fisheries of The Kingdom of Morocco and approved by the Moroccan authorities.
2. With the aim of satellite control, Moroccan competent authorities inform the Russian Party about coordinates (latitude and longitude) of Moroccan fishing areas. This information is transferred in electronic form and contains geographical coordinates - degrees, minutes, and seconds.

The Parties will exchange information about parameters of electronic transfer of information between their respective centers of control and monitoring. This information, whenever it is possible, will include names, telephone and fax numbers, and e-mails, which might be used during general information transmission between the centers of control and monitoring.

Position of fishing vessels is determined with error, which does not exceed 500 meters and with tolerance 99%.

3. When the vessel, which is an object of satellite monitoring, enters Atlantic fishing zone of the Kingdom of Morocco, reports on its location without delay shall be transferred to the Russian monitoring center to the Moroccan center of monitoring and control with the maximum periodicity of 2 hours (vessel's identity, latitude, longitude, path and speed). These messages are considered to be a report about location and transferred in real time in electronic form or by means any other secure protocol.

In case of technical disorder or break down of permanent positioning satellite, which is installed on board the Russian fishing vessel, the captain of the vessel in short period of time transfers necessary information by fax to the Russian monitoring center and to the Moroccan center of monitoring and control. In this situation the report on vessel's location should be transferred every 4 hours. The general report on the vessel's location will include the report on vessel's position in the form as they were done by captain with the 2-hour intervals.

The Russian center of monitoring shall communicate these messages without delay to the Moroccan center of monitoring and control. Broken equipment should be repaired or replaced in a period no more than 1 month. After this period, the vessel should leave the fisheries area or enter one of the ports of the Kingdom of Morocco.

The Russian center of monitoring will monitor Russian vessels' motion in Moroccan waters with the 1-hour periodicity. In case the monitoring of vessels is done in breach of these conditions the Moroccan center of monitoring and control should be informed.

If the Moroccan center of monitoring and control finds that Russian vessels do not give necessary information, then Russian competent authorities shall be immediately notified.

Observations, given in accordance with the present case, are only for the control over the Russian fishing vessels, which realize fishing activity under the framework of the Agreement, from Moroccan competent authorities and are not for the transferable to third parties.

4. Software and hardware of the satellite positioning system must be reliable and should not let the possibility of data falsification about vessel's location or manual reconfiguration.

The system should be fully automatic and be constantly in effect, regardless of environment conditions, as well as climatic ones. It is forbidden to destroy, disable or influence the system of satellite observation.

5. Vessels' captains are obliged to make sure that:
 - a) Data are not distorted;
 - b) Antennas or antenna-related equipment for satellite observations, are not blocked;
 - c) Power supply of satellite positioning system is carried out smoothly;
 - d) Equipment of satellite monitoring is in working condition.
6. The Parties, by the request of one of them, are agreed to exchange information about the equipment of satellite positioning system with the aim of verifying it in accordance with requirements of each Party and conditions of the present case.
7. Controversial issues concerning the interpretation or application of the provisions of this section are subject to consultations between the Parties within the framework of Russian-

Moroccan Joint Fishing Committee (hereinafter - the Joint Committee), in accordance with Article 17 of the Agreement.

When it is necessary, the Parties shall review the provisions of this annex within the frameworks of the Joint Committee.

VII. Entrances and exits from the Atlantic fishing zone of Morocco

The Russian fishing vessels inform radio stations of the Department of Marine Fisheries of the Kingdom of Morocco about their entrances and exits from the Atlantic fishing zone of Morocco, pointing the volume of caught fish and amount of fish products, which is on board at the moment of entrance or exit.

In case of impossibility to have radio connection, vessels may use other communication equipment, which is on board.

Radio characteristics, as well as telex and fax numbers of the Department of Marine Fisheries of the Kingdom of Morocco are listed in Annex № 2 to this appendix.

VIII. Closure of fishing activity

In case of total use of the annual quota allowed in account with the Agreement the Russian Party is engaged to stop fishing activity of its vessels working in the Atlantic fishing zone of the Kingdom of Morocco.

IX. Control over the catch quota

The Russian fishing vessels do not resist taking on board officials, who are properly proxy by the Moroccan Party for control of fishing activity and fishery products transshipment and assist them in fulfilling their functions.

Before the exit of the Atlantic fishing zone of Morocco, Russian fishing vessels, including transport vessels, can be subjected to verification of the amount of fish on board at any time.

At the end of the verification there is composed a report (in 2 copies) and signed by the captain of the vessel, it contains the exact amount of fishery products on board. One copy of the report is given to the captain.

The verification should not stop or disturb production activities on board of the vessel.

In case of contradiction between declared and the factual amount of fishery products on board of the Russian fishing vessel fishery license is withdrawn.

In introductory declarations about amount of fishery product on board of the Russian fishing vessel maximum error of 5% is allowed. This error is not spread on the final declaration, which is given to the Moroccan Party by the Russian Party.

X. Repeated Violations

Besides sanctions, which are described by the legislation of the Kingdom of Morocco, Moroccan competent authorities reserve the right to withdraw fishing license from any of the Russian fishing vessels, which have committed 2 consequent violations of

the laws and regulations of the Kingdom of Morocco in the field of marine fisheries or Articles of this Agreement.

XI. Declaration of catches, amount of produced fish products and emissions into the sea, information about amount of disembarked fish products and logbook maintenance.

1. Owners of Russian fishing vessels by means of the Representative Office of the Federal Fishery Agency of the Kingdom of Morocco transmit to the Moroccan competent authorities the declaration of catches done by the Russian fishing vessels and the amount of produced fish, as well as the amount of fish disembarked fishing products from one fishing vessel to another fishing vessel or authorized carrier. These declarations are signed by the captain of the ship and the Moroccan scientific observer. Forms of these declarations must comply with models shown in Annexes № 3 - 6 of this Appendix.

Declaration compiled monthly and must be passed at the end of the month following the reporting month.

2. Captains of the Russian fishing vessels maintain a fisheries logbook, which indicates amount of fish caught for each species, date and place where it was caught, as well as a logbook of produced fish products, in which the amount of produced fish products are listed. Copies of these logbooks are given to the Moroccan competent authorities at the end of each voyage

The logbook is filled according to the form in Annexes № 7 and 8 of this Appendix.

3. In the case of non-compliance with paragraphs 1 and 2 of this section, the Moroccan authorities reserve the right to suspend the fishing license of the Russian fishing vessel before their execution.

ADDITION №1
APPENDIX №2
To the Agreement between
the Government of the Russian Federation
and the Government of the Kingdom of Morocco
on partnership in marine fisheries

Observer's Report

Observer's Name:

Vessel's name: Flag:
Board number and port of registry:
Recognition signal: Tonnage: ; Capacity:
Fishery License: № Type:
Captain's name: Nationality:

Observer's landing on board: Date: Port:
Observer's debarkation: Date: Port,;

Allowed method of fishery:
Used fishery equipment:
Mesh size of the trawl bag: Mesh size of webbing:
The distance between lines:
Entered fishing zones:
Distance from the shore:
The number of Moroccan sailors taken on board:

Observer's Credentials

Total amount of catch (t) ... %

Sardine: %
Bonito: %
Scad: %
Sardinella: %
Anchovy: %

By catch: %

Fishery products:

Frozen:

By catch:

Flour:

Fish oil:

By catch (by species):.....

Fish let to the sea (t):

(species):.....

A Statement of the Observed Data

Core of the question (content)	Date	Situation

Main observer's remarks:

Done in :..... ,.....Date

Observer's signature:

Captain's remarks:

The copy of the report is received (date):..... Captain's signature:

The report is transferred to:

Position:

Seal

ADDITION №2
APPENDIX №2
To the Agreement between
the Government of the Russian Federation
and the Government of the Kingdom of Morocco
on partnership in marine fisheries

Radio Characteristics of the Marine Fisheries Department of the
Kingdom of Morocco

MMSI	242 069 000
Recognition Signal	CNA
Location	Rabat
Frequency range	1,6 - 30 MHz
Transmission Class	SSB-2JB
Capacity	800W

Working Frequency:

Channel	Signal	Transmission frequency	Admission frequency
8	831	8285kHz	8809kHz
12	1206	12245 kHz	13092 kHz
16	1612	16393 kHz	17275 kHz

Period	Schedule
Work days	8.30 am-4.30pm
Saturdays, Sundays, holidays	9.30 am-2 pm
Ramadan	9 am – 3 pm

VHF Channel 16-Channel 17 ASN

Radio telex:

type: DP – 5

Transmission class: ARQ – FEC

Number: 31 356

Phone numbers: 212 537 68 82 12

212 537 68 82 14

212 537 68 82 13

Contact person Ahmed Jouker

E-mail: jouker@mpm.gov.ma

ADDITION №3

APPENDIX №2

To the Agreement between
the Government of the Russian Federation
and the Government of the Kingdom of Morocco
on partnership in marine fisheries

DECLARATION

about catches, amount of produced fish products and emissions into the sea

Vessel	Name	Flag
Basis for vessel's work (the Agreement)	License	Date (d/m/y)

Catch in tonnage

Sardine	Bonito	Scad	Sardinella	Anchovy
Bycatch	Others (specify details)			

Detailed data about catch (amount):

Frozen products (tons):

Sardine		Bonito		Scad		Sardinella	
Amount	Processed*	Amount	Processed*	Amount	Processed*	Amount	Processed*
Anchovy		Flour		Bycatch		Other	
Amount	Processed*						

* Without head or gutted. Handling (hand or machine)

Emission in to the sea (amount in tons and composition):

Remarks and signatures

Captain	Observer
Name:	Name:
Signature:	Signature:

Additional Information

* Without head or gutted. Handling (hand or machine)

JP – amount of cropping days, OP – amount of cropping operations

Date _____ Captain _____

Observers _____

ADDITION №5
APPENDIX №2
To the Agreement between
the Government of the Russian Federation
and the Government of the Kingdom of Morocco

Shipping List

Date From ___ To ___

The vessel shipping the products

License №

The vessel-accepter

Scad	Amout	Bycatch	Amount
25 ⁺ (L) 30 items\10kg			
20 ⁺ (M) 50 items\10kg			
20 ⁺ (MM) 60 items\10kg			
16 ⁺ (S) 90 items\10kg			
16 ⁺ (2S) 110 items\10kg			
16 ⁺ (3S) 130 items\10kg			

Processed*			
Total		Total	

Sardinella		Sardine	
25 ⁺ (L) 30 items\10kg		16 ⁺	
20 ⁺ (MM) 60 items\10kg		Processed*	
Processed*			
Total		Total	

Bonito		Anchovy	
25 ⁺ (L) 30 items\10kg		Flour	
20 ⁺ (M) 50 items\10kg		Fish oil	
20 ⁺ (MM) 60 items\10kg		Other	
16 ⁺ (S) 90 items\10kg			
16 ⁺ (2S) 110 items\10kg			
Processed*			
Total			
Total Amount			

Captain

Observers

Signature

Signature

*type and method of processing

ADDITION №6
APPENDIX №2
To the Agreement between
the Government of the Russian Federation
and the Government of the Kingdom of Morocco

Registration Card of Transshipment

Signature

Signature

Captain

Observer

ADDITION №8
APPENDIX №2
To the Agreement between
the Government of the Russian Federation
and the Government of the Kingdom of Morocco

Daly Rate of Production

Cropping From to

Date	Frozen Fish					Total amount of Frozen Fish	Bycatch			Fish Flour	Fish Oil	Emission	The reason for Emission
	Sardine	Bonito	Scad	Sardine	Anchovy								

Signature

Signature

Captain

Observer

APPENDIX №3
To the Agreement between
the Government of the Russian Federation
and the Government of the Kingdom of Morocco

Payment of financial compensation for providing Russian fishing vessels with fishery opportunities

I Financial Compensation

1. For providing Russian fishing vessels with fishing opportunities by The Kingdom of Morocco for providing Russian fishing vessels with fishery opportunities, the Russian Party pays an annual compensation, which includes:
 - a) Payment of the annual financial compensation, which is a fee for the right given to Russian fishing vessels to access the Atlantic part of the exclusive economic zone of the Kingdom of Morocco (hereinafter – the Atlantic fishing zone of Morocco). The amount of this compensation is \$ 5 million;
 - b) Payment from owners of Russian fishing vessels for the fishing license in accordance with Moroccan legislation. The payment for fishing license, as well as the financial compensation specified in clause “a”, is realized by the Russian Party before issuing a license by bank transfer to the Treasury Ministry of Agriculture and Fisheries of the Kingdom Morocco in Rabat, the details of which are specified in section II of this the appendix. For a fishing license payment there is used an exchange rate applicable on the date of registration of the payment;
 - c) The annual payment, which is paid by the ship owners of the Russian fishing vessels, is drawn up from the acquisition of 17.5 percent of the total value of fish goods, calculated on the basis of book prices (in U.S. dollars) per ton of following types of finished fish products:
 - Frozen fish products - \$ 497;
 - Bycatch - \$1120;
 - Fish Flour - \$980;
 - Fish Oil – 840.
2. For the following years of the Agreement between the Russian Federation and the Government of the Kingdom of Morocco on cooperation in marine fisheries (hereinafter the Agreement) the level of accounting prices used to calculate the value of the finished product and, as a consequence, for the calculation of financial compensation will be updated in accordance with changes of economic and commercial parameters in the marine fisheries sector.
3. The financial compensation in described in the clause “a” of paragraph 1 of this appendix, and the annual fee specified in the clause “c” of paragraph 1 of this appendix shall be sent to a special bank account, referred to as the “Fund for the development of fisheries.”

II Terms of Payment

The payment of the annual fee specified in subparagraph “c” of paragraph 1 of section I of this Appendix, is realized by the owner of Russian fishing vessels on the basis of monthly

quota allocated to each Russian fishing vessel prior to their fishing activities in the Atlantic fishing zone of Morocco.

The prepayment calculation of the annual payment of this fee is based on the quota with due regard to accounting prices used to calculate the cost of finished goods and specified in clause “c” of paragraph 1 of section I of this Appendix.

At the end of the fishing activities of each of the Russian fishing vessels Parties shall reconcile the financial situation.

The Department of Marine Fisheries of Morocco sends a representative of the Federal Agency for Fisheries in the Kingdom of Morocco invoices to the owners of Russian fishing vessels, as well as the calculation of the fee sums.

The owners of Russian fishing vessels make payment directly to the account of the Treasury of the Ministry of Agriculture and Fisheries of the Kingdom of Morocco in Rabat, opened in a bank -BANK AL MAGHRIB, MAROC, the account number 001 810 0078 00020110750201.

Correspondent bank in the Russian Federation - BKAMMAMR, account number 04442922 in the “Deutsche Bank Trust Company Americas New York, NY US”, Code Swift BKTRUS33.

III. Final Reconciliation

Upon completion of each year of fishing activities the Moroccan Party and Russian Party meet in order to implement the final reconciliation report within 30 days of the month following the end of the fishing year.

Moreover, if the permitted quota for catches is used in time, which is less than 1 year, the final reconciliation report is conducted within 15 days after the date of full use of this quota.

In case of excess payment of fees paid to the Moroccan Party by every Russian fishing vessel, the parties reserve the overpayment for the next fishing year.

IV. Marketing of Fish Products

The Russian Party shall ensure that the frozen fish products, produced on Russian fishing vessels engaged in fishing activities in the Atlantic fishing zone of Morocco, was not sold in the countries that are competitors of the Kingdom of Morocco in the production of canned fish products.

V. Salaries of Moroccan seamen and expenses of Russian fishing vessels in the Kingdom of Morocco

The Russian Party shall execute direct payment of wages to Moroccan sailors and carry other costs associated with operation and activities of Russian fishing vessels fishing in the Atlantic fishing zone of Morocco.

APPENDIX №4
To the Agreement between
the Government of the Russian Federation
and the Government of the Kingdom of Morocco

Terms of fish products transshipment and ship supply reception

Each operation on transshipment of fish from the Russian fishing vessel on board of cargo ships requires from the captain of the Russian fishing vessel to obtain the permission of Marine Fisheries of the Kingdom of Morocco through his authorized representative.

The transshipment permission should indicate the place where it can be transshipped, the composition and number of transshipped cargo, vessels' characteristics that transships cargo and the one that receives it, as well as the final destination of cargo.

Transshipment of the products from Russian fishing vessels and cargo ships of the Russian Party allowed to work in the Atlantic part of the exclusive economic zone of the Kingdom of Morocco, and supplies reception may be conducted in one of the Moroccan ports or at anchorage of one of the ports in the presence of Moroccan scientific observers and representatives of the Moroccan control bodies.

Competent Moroccan authorities should be notified in advance of any operation on a transshipment or supplies reception.

After each operation of transshipment, there should be written a document to certify the amount of the transferred goods by product. The document in question is drawn up in two copies, one of which is signed by the captain of the Russian fishing vessel and sent to the Moroccan scientific observer.

Each carrier or a supply ship, seen in illegal, unreported and unregulated fishing in the exclusive economic zone of the Kingdom of Morocco, or in another geographical area, related to regional fisheries management organizations, will not receive a permit for transshipment of fish or marine shipping supplies.

A declaration sample of transshipment is attached as an appendix to the addition № 6 of the appendix № 2 to the Agreement.

APPENDIX №5
To the Agreement between
the Government of the Russian Federation
and the Government of the Kingdom of Morocco

Cooperation in the field of Scientific and Technical Research

1. In accordance with Articles 2 and 5 of the Agreement between the Russian Federation and the Government of the Kingdom of Morocco on cooperation in marine fisheries (hereinafter the Agreement), the Parties shall encourage activities aimed at increasing knowledge of the functioning and evolution of the marine ecosystem, dynamics of fishery resources, as well as the protection and sustainable management of these resources.
2. The Parties shall provide fish stocks, which are under the threat, conservation measures. To do this, they create favorable conditions in terms of:
 - a) bilateral cooperation and exchange of experience, as well as information of a scientific and technical nature, required to monitor changes in the status of stocks, environment and marine ecosystems;
 - b) implementation of specific research programs and studies in accordance with the outcome of the Russian-Moroccan Joint Fisheries Committee (hereinafter - the Joint Committee), established according to Article 17 of the Agreement, relating, in particular, to the factors that determine changes in the marine environment and affect primary reproduction and marine living resources.
3. The Russian Party shall provide support and assistance in regard to the enforcement of the Moroccan Party in resources and their management, research of new areas, technology, and aquaculture.
4. In accordance with Article 5 of the Agreement, the Russian Party engages the Russian research vessel with a Russian crew and the necessary expertise on board.
5. The Parties annually develop a program of research, which is approved within the session of the Joint Committee.
6. Assistance of the Russian Party also includes provision to the Moroccan Party at its request with Russian experts, which will take the form of regular consultations, and the use of scientific equipment for special programs and research, the decision on the implementation of which is agreed within the work of the Joint Committee.

APPENDIX №5
To the Agreement between
the Government of the Russian Federation
and the Government of the Kingdom of Morocco

Procedure of settlement in the case of the detention of the Russian fishing vessel

I. Information transfer

The Moroccan Party within 24 hours through diplomatic channels informs the Russian Party about any case of detention of the Russian fishing vessel, which fishes under the Agreement between the Russian Federation and the Government of the

Kingdom of Morocco on cooperation in the field of Marine Fisheries (hereinafter referred to as - the Agreement, the Russian fishing vessel) in Atlantic part of the exclusive economic zone of the Kingdom of Morocco, and gives them a detailed account of the circumstances and reasons for detention.

The Russian Party also shall be provided with information on the progress of the investigation and possible sanctions.

II. Report on Detention

The captain of the Russian fishing vessel shall sign the report made by the representative of Moroccan inspection authorities, adding, if necessary, his comment.

The signing of this document does not limit the rights and opportunities of protection and does not affect the arguments that the captain of the Russian fishing vessel may nominate for protection against the charges.

The captain of the Russian fishing vessel should bring his ship to the Moroccan port specified by the representative of the Moroccan authorities, authorized to control the high seas.

III. Settlement of detention

1. In accordance with the provisions of the Dahir (law) of 23 November, 1973 the settlement in marine fisheries cases of the violation of laws and regulations can be found by the following ways:
 - a) by the transaction - the amount of the fine is determined in the applicable pricing within the bracket, including the minimum and maximum rates in accordance with Moroccan law;
 - b) in the court - if the case cannot be settled by the transaction and transmitted to the competent judicial agencies, there shall be provided a clearance of the bank guarantee, the amount of which is determined by the competent authorities in accordance with Article ON Dahir (law) of 31 March, 1919, on the Sea Commercial Code and paid by the owner of the Russian fishing vessel to the bank, appointed by the Moroccan authorities.
2. The bank guarantee shall be irrevocable until the completion of the legal procedure. It is released by Moroccan authorities immediately after the judicial process, not involving the condemnation of the vessel's captain, excluding the legal costs.
3. If the decision of the court provides payment of a fine, the amount of which is less than the sum of the bank guarantee, the remaining amount is released after the verdict, excluding the legal costs.
4. The vessel is released from custody and her crew are allowed to leave the port in the following cases:

- a) after the implementation of obligations under the procedure of the transaction, certified by the bank confirming the payment;
- b) immediately after the bank guarantee payment and its appropriate evidence.