

*NB! This is an unofficial translation by Western Sahara Resource Watch of the Russian-Moroccan draft Fisheries Partnership Agreement, 2010..*

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Project

## **AGREEMENT**

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

The Government of Russian Federation and the Government of The Kingdom of Morocco, further call parties, taking into consideration friendly relationships between 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 cooperation of the fishing industry, parties came to the following agreement:

## 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 fishing opportunities, conditions of fisheries and payment of financial compensation are provided in Appendix to this Agreement and are 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

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:

- development of accompanying to fishing means of industries, particularly, shipbuilding, ship repair, production of fishing nets and manufacture of fishing gear;

- development of exchange of professional experience and personnel training for the fisheries industry;

- sale of fishery products;

- marketing.

Content and conditions of realization of mentioned ways of cooperation 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 and fish farming.

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 fishing organizations, as well as on regional and subregional levels 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 appropriate.

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 management 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 in making scientific research deeper, increasing efficiency of fishing resources management and monitoring their use.

Exact activities of such support including its evaluation, as well as monitoring the course of the program mentioned in paragraph 2 are determined and discussed annually by Parties on sessions of the Joint Committee.

## Article 6

1. The Moroccan Party shall accord to the Russian fishing vessels in Atlantic fishing zone of Morocco with the opportunity to fish small pelagic fish on conditions according to the Appendix № 1.

2. The Moroccan Party determines annually general constitution of catches according to groups of kinds, fishing areas, accounting rates, as well as quantity and type of Russian fishing vessels, which are allowed to fish in Atlantic fishing zone of Morocco according to the

plan of fisheries management of pelagic fish of The Kingdom of Morocco.

#### Article 7

With the aim of increasing of the Russian Party's contribution in The Kingdom of Morocco policy of preservation of marine living resources and replenishment some of these resources, which are under the threat of overuse, Russian fishing vessels, which fish in Atlantic fishing zone on Morocco, comply with The Kingdom of Morocco legislation, which regulate fishing activity, as well as measures of preservation and replenishment such resources in accordance with UN Convention, 10 December, 1982.

#### Article 8

Fishing activities, carried out by Russian fishing vessels in the Atlantic zone of Morocco according to the conditions, determined by the Appendix № 2, as well as according to the following conditions:

Payment of the Russian Federation of the total annual financial compensation, being a payment for the right of Russian fishing vessels to access Atlantic fishing zone of Morocco;

Presence of paid fishing license by ship-owners, given to exact vessel types in accordance with the legislation of The Kingdom of Morocco;

Payment of Russian ship-owner of fishing vessels engaged in fishing activity in Atlantic fishing zone of Morocco, financial compensation for fishing opportunity, calculation of which is determined by Appendix № 3.

The procedure and conditions for payment of the total annual financial compensation Parties agree before 1 January 2011.

Parties guarantee adherence to conditions of fishing activity by means of cooperation between competent organizations of States Parties.

#### Article 9

1. The Moroccan Party in accordance with the laws 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 by crew members of Russian fishing vessels, which are allowed to fish in Atlantic fishing zone of Morocco.

2. The Moroccan Party gives Russian fishing vessels, which are allowed to fish in Atlantic fishing zone of Morocco, the following opportunities:

Ships anchorage, berthing alongside and repairs;

discharge, loading and transshipment of technical equipment and spare parts;

supply of fresh water, bunkering, and ships provision;  
transshipment of fishing production from Russian fishing vessels on terms determined  
by Joint Committee

3. The conditions of the Russian fishing vessels' stay in The Kingdom of Morocco ports are determined by competent authorities of both Parties.

#### Article 10

The Russian Party shall take on board the Russian fishing vessels, fishing 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, which are allowed to fish in Atlantic fishing zone of Morocco, according to conditions, which will be agreed 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, which are allowed to fish 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.

The Russian Party guarantees to cooperate when entering Moroccan satellite control system of vessels' location. Conditions of such cooperation will be determined on the first session of the Joint Committee.

#### Article 13

1. The Russian Party shall guarantee to take all necessary measures to ensure that Russian fishing vessels, which fish in Atlantic fishing zone of Morocco, fulfill Articles of this agreement, decisions on the Joint Committee, the legislation of The Kingdom of Morocco, regulating fishing activity, as well as UN Convention on the Law of the Seas of 10 December, 1982.

2. The Russian Party guarantees to the Moroccan Party that in case ship-owners would have debts to the Moroccan Party for payments, described in paragraphs 3 and 4 of Article 8

of this Agreement, the Russian Party shall take all actions that depend on it, to repay such a debt, 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 to by the Russian fishing vessels in Atlantic fishery zone in Morocco. Russian fishing vessels start following these laws within one month from the date of receipt of the notice of the Russian Party.

4. Legislation measures should not have discriminating character towards Russian fishing vessels and in any way break the right given to the Russian Party to conduct 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. Violations of the laws and rules of The Kingdom of Morocco by Russian fishing vessels engaged in fishing in Atlantic fishing zone of Morocco, entail responsibility in accordance with The Kingdom of Morocco legislation and the provisions of the UN Convention of the Law of the Seas form 10 December, 1982.

2. In case of arrest or detention of a Russian fishing vessel, the Moroccan Party shall immediately inform notify the Russian Party through diplomatic channels.

3. Arrested vessels and its crews are released without delay after bail or other responsible security.

#### Article 15

The Russian Party, at the request of the Moroccan Party, assists on implementation of supply by Russian fishing vessels small pelagic kinds of fish on Moroccan fish-canning companies. 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

In order to reach the aims of this Agreement, the Parties establish a Joint Committee.

The tasks of the Joint Committee are following:

Monitoring the implementation of this agreement, as well as the resolution of possible disputes;

Acting as a liaison when it comes to questions that have mutual interest in the sphere of marine fisheries;

Approval of programs and action plans in accordance with Articles 2 and 5 of the Agreement;

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 paragraph 3 of Article 5 of the Agreement;

Change of fishing opportunities, which are provided the Russian Party by the Moroccan Party during the period of this Agreement;

Determination of conditions for cooperation in the sphere of combating illegal, unreported, and unregulated fishing, as well as collaboration in compliance with The Kingdom of Morocco law and this Agreement;

Annual establishment:

Allowed quota for fishing small pelagic fish species;

Composition of catches by groups of fish species;

Number of Russian fishing vessels, allowed to fish;

Allocable for joint projects quotas for catching small pelagic fish and their species composition;

Account the prices on finished products used for calculation of financial compensation.

The Joint Committee observes all questions related to the implementation of this agreement. Decisions of the Joint Committee are described in protocols and are binding upon both Parties.

Sessions of the Joint Committee are held once a year alternatively in the Russian Federation and The Kingdom of Morocco. Extraordinary sessions may be convened at the request of one of the Parties.

The Joint Committee implements its activity in accordance with rules determined at its first session.

Article 18

Parties are responsible for obligations of legal entities and individuals, who signed contracts within the framework of this Agreement.

Article 19

Parties shall consult in the event of a dispute concerning the implementation of this Agreement and its Appendices.

Article 20

Nothing in this Agreement should be observed as prejudicing to bilateral and multilateral agreements signed by each of the Parties, as well as Parties' point of view on the questions of international maritime law.

Article 21

1. This Agreement shall be applied provisionally from 15 January 2010.
2. This Agreement shall enter into force on the date of last written notice confirming that the Parties fulfilled necessary domestic procedures.
3. This Agreement is valid for 3 years from the date of its provisional implementation. Each of the Parties leaves the right to inform the other Party in written form by diplomatic channels about its intention to terminate it. In such case the validity of this Agreement shall expire 6 months from the date of receipt by the other Party of such notice.

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

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## APPENDIX № 1

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

### **Order and conditions of fishing small pelagic kinds of fish, determined by the Moroccan Party for Russian vessels**

#### I. Fishing areas

1. Russian fishing vessels, which are allowed to fish in 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 agreement between the parties and are specified in fishing licenses issued by the competent authorities of Moroccan to Russian fishing vessels that are allowed to conduct fishing activities.

2. Vessels, which are referred to in paragraph 1 of this Appendix, 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 are allowed to fish, have to follow all biological rest periods, which are imposed by The Kingdom of Morocco in paragraph 1 of this Appendix Atlantic fishing zone of Morocco, and stop any fishing activity in the zone during these 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. Small species of pelagic fish allowed for catch

4. Russian fishing vessels are allowed to catch following small species of pelagic fish: sardine, sardinella, mackerel, horse mackerel, sword fish, anchovy.

Composition of catches is determined by groups of species the following way:

25% - sardine, sardinella;

70 % - mackerel, horse mackerel, sword fish, anchovy;

5 % – bycatch of following fish species:

Kind	Species	Scientific name
Scombridae	Mackerel tuna	Auxis thazard
	Small tuna	Euthynnus alletratus
	Striped tuna (skipjack)	Katsuwonus pelamis
	Monochrome bonito	Orcynopsis unieolor
	Bonito	Sarda sarda
	Western African mackerel	Scomberomoras tritor
Carangidae	Caranx	Caranx sp
	Ten-finned horse mackerel	Decapteras rhonchus
	Lichia sp	Lichia sp
	Seriola	Seriola
	Pompano	Trachinotus ovatus
	Pilot-fish	Naucrates ductor
Pomatomidae	Bluefish	Pomatomus saltatrix
Stromateidae	Butterfish	Stromateus fiatola
Exocoetidae	Flying-fish	Exocoetus sp
Belonidae	Needlefish	Belone sp
Bramidae	Atlantic pomfret	Brama brama
Sphyraeidae	Barracuda	Sphyraena sp
Sparidae	Red Pandora	Pagellus bellottii (Pagellus coupei)
	Seabream	Pagellus acame
	Common pandora	Pagellus erythrinus
	Dentex	Dentex macrophtalmus
	Morocco dentex	Dentex maroccanus
	Black bream	Spondyliosoma cantharas

Such distribution of species is to be reviewed automatically with the aim of conforming it with catch structure implemented to the vessels, which work within the framework of national fisheries management plan for small pelagic fish species in the Atlantic fishing zone of Morocco.

### III. Allowed quota of catch

5. For the first year of the Agreement activity between the Government of Russian Federation and the Government of The Kingdom of Morocco about partnership in a the field of Marine Fisheries (hereinafter ‘the Agreement’), allowed quota is set in the amount of 120000 tonnes of small pelagic fish species. For the next two years of the Agreement, the catch quota will be established by the Moroccan Party in accordance with Articles 6 and 17 of the Agreement.

6. The annual catch quota of small pelagic fish species, allocated to the

implementation of joint projects under Article 17 of the Agreement, shall be in the amount of 80000 tons.

Conditions of projects' realizations will be determined by the Parties in a short time.

7. Bycatch, which includes pelagic and semipelagic fish species that are not listed in the part II of the Agreement, should not exceed 5% of the actual volume of the catch referable to the vessel during the year.

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

If mentioned species were caught accidentally, they should be released back to the sea immediately.

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 small pelagic fish species can be processed into fish flour and (or) fish oil. Scientific observers will exercise strict control over such production activity. During first 2 years of the Agreement amount of caught fish (in percentage), which can be processed into fish flour or fish oil, will be set by the Moroccan Party during the sessions of the Russian-Moroccan Joint Committee on Marine Fisheries (hereinafter 'the Joint Committee').

Any vessel, which keeps on board cephalopods, crustaceans, and other ground and benthic species or which leads industrial processing of catches into fish flour and (or) fish oil with commercial aims accounts for catch confiscation and withdrawal of fishery license.

#### IV. Number and type of allowed vessels to fishing

8. The number of Russian fishing vessels authorized to fish in Atlantic fishing zone of Morocco during the first year of the Agreement, is 12 fishing vessels, the tonnage of each should not excide 7765 gross registered tons. For the next 2 years of the Agreement the number of Russian fishing vessels is set by the Moroccan Party during the sessions of the Joint Committee.

#### V. Mesh size of catch equipment and catch equipment

9. Russian fishing vessels, which realize fishing activity within the Agreement, are allowed to use pelagic trawls or trawls of different abyssal.

The minimal mesh size of such trawls is 40 millimeters on elongated diagonal.

The bag of a pelagic trawl or a trawl of different abyssal can be strengthened by "del" [*impossible to translate, WSRW*] with the minimum mesh size of 400 mm on the elongated diagonal and strops that are set on the distance no less than 1.5 meters from each other, not including strops that are 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 combination is forbidden, and the trawl should not be used for catching other species than small pelagic fish species, fishery of which is allowed by the Agreement.

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## APPENDIX № 2

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

### **Conditions of fishery activity realization by Russian fishing vessels in Atlantic fishing zone of Morocco**

#### I. Distribution of fishing license

1. Representation of Federal Agency for Fisheries in The Kingdom of Morocco represents in the Department of Marine Fisheries of The Kingdom of Morocco 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.

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, capacity of below decks for finished products), as well as the amount of annual payments for the right to fish in accordance with the license, shall be specified.

Moroccan competent authority shall issue fishery licenses basing on the list.

Annually, to the original application for the fishery license, there should be attached a copy of act of the nationality of the vessel or any other similar official document, international certificate of register tonnage of the vessel, which is given no less than 3 months before the date of written notice, and a photo of the vessel in profile, 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 the 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 in of Kingdom of Morocco sends 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

vessel.

The fishery license must always be on board.

## II. Substitution of fishery licenses of Russian fishing vessels

2. During registration of fishery license in case of necessity the fishery license, which is issued to one of the Russian fishing vessels, on request of the Russian Party can be substituted by the fishery license for another Russian fishing vessel with equal displacement prior to the fishing activity by the original vessel.

3. In case of only technical problems the allowed Russian fishing vessel cannot realize fishing 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 with equal category.

In the latter case the new vessel should pay license fee in accordance with the laws of The Kingdom of Morocco.

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

4. Each Russian fishing vessel allowed to fishing activity should constantly have on the board no less that 14 Moroccan sailors during the whole period of the Agreement validity.

Moroccan sailors will be placed in the cabins for 2-4 people.

5. 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.

6. Russian vessel owners or their representatives enter into The Kingdom of Morocco labor agreements with Moroccan sailors, which provide conditions payment for 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.

7. Taken on board of Russian fishing vessels Moroccan sailors have to:

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 senior positions.

8. The Moroccan Party should be informed about each case of disciplinary measures taken with reference to Moroccan sailors.

9. Amount of monthly payments for Moroccan sailors is set in accordance with their qualification and conditions of labor agreement, described in paragraph 6 of this Appendix.

10. Russian shipowners 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 Russian fishing vessels, the Declaration of fundamental principals and labor rights by International Labour Organization is must be fully applied.

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

11. Each Russian fishing vessel allowed to fishery shall take on board 1 or 2 Moroccan scientific observers.

12. During their stay on board the Russian fishing vessel allowed to fishery, the Moroccan scientific observer supervises the vessel's actions, particularly:

On board fishing equipment;

Fishing areas, which are visited;

Species composition of the catches and fish produced at sea;

Technologies and production processes of the catch on board;

Transloading operations of goods at port or at anchor port.

13. With the aim of realizing its functions, the Moroccan scientific observer 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 onboard 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.

14. On board a Russian fishing vessel, the Moroccan scientific observers enjoy 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.

15. In case of ascertaining of activity contradictions to the provisions of the Agreement or the laws of the Kingdom of Morocco, which regulate fishing activity, by the

Russian fishing vessel the observers shall notify the vessel's captain, allowing them to correct the contradictions.

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

16. 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.

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

17. The Russian Party through Russian competent authorities undertakes to fulfill actions, which concern taking Moroccan observers and sailors on board of 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 at 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 shipowners.

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.

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 that 5 days in advance.

#### VI. The control of the Russian fishing vessels

18. Russian fishing vessels, which realize fishing activity in the framework of the Agreement, should be equipped with, on the account of the shipowner, 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.

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%.

When the vessel, which fishes within the framework of the Agreement and is the subject to satellite control, enters Atlantic fishing zone of The Kingdom of Morocco, reports on its location without delay shall be transferred to the Russian monitoring centre 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 to the Russian monitoring center and to the Moroccan center of monitoring and control. In this case 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.

Russian center for 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 that 1 month. After this period, the vessel should leave the fisheries area or enter one of the ports of the Kingdom of Morocco.

Russian center for 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 is informed.

If the Moroccan center for 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 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.

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.

Vessels' captains are obliged to make sure that:

Data are not distorted;

Antennas or antenna-related equipment for satellite observations, are not blocked;

Power supply of satellite positioning system is carried out smoothly;

Equipment of satellite monitoring is in working condition.

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.

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

19. Russian fishing vessels, which operates within the framework of the Agreement, 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.

It is necessary to use following radio station characteristics, as well as numbers of telex and telefax of the Department of Marine Fisheries of The Kingdom of Morocco:

MMSI: 242 069 000  
 Positive: CNM  
 Location: Rabat city  
 Frequency range: 1,6 - 30 MHz  
 Transmission class: SSB-AIA-J2B  
 Capacity: 800 W  
 Working hours:

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

Working hours:

Period	Schedule
Working days -	с 08.30 до 16.30
Saturday, Sunday, holidays -	с 09.30 до 14.00
Ramadan -	с 08.30 до 15.00

VHF:	Channel 16	Channel 70 ASN
Radiotelex:		
	Type:	DP-5
	Class of transmission:	ARQ-FEC
	Number:	31356
Radiofax:		
	Number:	(212 37) 68 82 13/45

#### VIII. Closure of fishing activity

20. 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

21. Russian fishing vessels, which are allowed to fish in the Atlantic fishing zone of The Kingdom of Morocco, 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 in 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 production activities on board of the vessel.

In case of contradiction between declared in daily filled declaration in accordance with the Article XI of this Appendix with the factual amount 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

22. 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.

23. On the board of Russian fishing vessels there is a declaration, which is filled daily, it lists volume of catches, amount of produced fish products and emissions into the sea, it has the following form:

<b>DECLARATION</b>							
<b>about catches, amount of produced fish products and emissions into the sea</b>							
Vessel		Call			Flag		
Frames of work		License			Date (day, month, year)		
Catches (in tons)							
Sardine	Mackerel	Horse mackerel	Sardinella	Sword fish			
Anchovy	Bycatch		Others (list in detail)				
Bycatch data (amount):							
Frozen products (tons)							
Sardine	processing*	Mackerel	processing*	Horse mackerel	Processing*	Anchovy	Processing*
Sword fish	Processing*	Sardinella	Processing*	Flour	Bycatch		

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\* Without head or gutted without a head.

Handling (hand or machine)

Emission into the sea:

Amount:  
composition:

Comments and signatures

Captain

Scientific observer

Russian ship owners by means of representation of Federal Agency for Fisheries of The Kingdom of Morocco every month, no later than the last day of the month, following the reporting, transmit to the Moroccan competent authorities declarations about catches, amount of produced fish products and emissions into the sea, as well as information about disembarked fish products whether from one fishing vessel onto another or from fishing vessel onto transport vessel, which has license.

24. Captains of Russian fishing vessels maintain fisheries logbook, which indicates

amount of fish caught for each species, as well as logbook of produced fish products, in which a date and place where fish was caught, and amount of produced fish products are listed. Copies out of these logbooks are given to the Moroccan competent authorities at the end of each voyage and are formatted the following way:

Statistics of catch and production of fish products

Task code  from  m  till  Observer(s)

vessel  country  Fishing type

					catches								Fish products		
from	till	month/ year	JP	OP	sardine	mackerel	horse mack.	sardinella	sword fish	anchovy	bycatch	total	frozen	bycatch	other

Transshipment

date	ST	Vessel (2)	Frozen	Bycatch		Other	Additional Information		
							.....		
							.....		
							.....		
							.....		
							.....		
							.....		

Notes:

1. This log should be filled without omissions and legibly. It is given simultaneously with the preliminary report.
2. All volumes should be in tonnes with accuracy up to the 2-mark (two digits after a decimal point).
3. Data in the table should refer only to the period of observations.
4. In the line "Additional Information" among other product's name is stated (delivery to another vessel, unloading on the shore, and so on).
5. In lines "from/till" the beginning and final dates of observation are stated even if they include periods of vessel's demurrage.

6. In the line «ST» the direction of transshipment is stated – right arrow shows that the vessel gave products to another vessel, which is marked by number 2, left arrow points to the opposite.

7. Contractions «JP» and «OP» mean accordingly amount of fishing days and amount of fishery operations.

8. This log should be signed by the captain of the vessel and the observer(s). The latter are responsible for reliability of given data.

Done «\_\_» \_\_\_\_\_ 200\_\_ year. Captain \_\_\_\_\_ Observer(s) \_\_\_\_\_

Paper of catch record of the fishing vessel: \_\_\_\_\_

Trip from \_\_\_\_\_ till \_\_\_\_\_ Observer: \_\_\_\_\_

Date	Oper ation	Time / initial	time/ final	Latitude / initial	Latitude / final	Longitud e / initial	Longitud e/ final	Prof	Sardi ne	Mack -erel	Horse mack.	sardin ella	Swor d fish	ancho vy	bycatch	Emissi on into the sea
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25. In the case of non-compliance with the provisions of Articles 23 and 24 of this Appendix, the Moroccan competent authorities reserve the right to suspend the fishery license of the Russian fishing vessel until the fulfillment of the requirements.

## XII. Disputable questions

26. Disputable questions, which concern the understanding and realization of the provisions of this Appendix, are subjected to consultations between the Parties within the framework of Joint Russian-Moroccan Committee on Marine Fisheries. In case of necessity the Parties reconsider the provisions of this Appendix within mentioned Committee.

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## APPENDIX № 3

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

### **The procedure of calculation and payment of financial compensation for providing Russian fishing vessels with fishery opportunities and implementation of other costs**

#### I. Financial compensation

1. For providing Russian fishing vessels with fishing opportunities by The Kingdom of Morocco, Russian shipowners in accordance with the Article 8 of the Agreement between the Government of the Russian Federation and the Government of The Kingdom of Morocco about cooperation in the sphere of marine fisheries annually pay to The Kingdom of Morocco financial compensation – 17.5% of total cost of produced fish products counted on the basis of account price, listed further, per ton of processed fish.

2. Financial compensation is paid in the manner and time specified in the Section II of this Appendix. Also, the Russian shipowner, 5 days prior to the reporting quarter shall prepay to the Moroccan Party – 10% of one-fourth share of financial compensation, attributed to this shipowner, based on his share in allowed quota for catching small pelagic fish, which is fixed in the protocol of the Morocco-Russian Joint Committee on Marine Fisheries (hereinafter – ‘the Joint Committee’). With the aim of providing the Moroccan Party with due financial compensation, the Russian shipowners provide a guarantee of the Russian bank (hereinafter ‘bank guarantee’) in favor of the persons mentioned in Section II of this Appendix, as recipients of payments. The bank guarantee is provided quarterly, but not later than 5 days before the beginning of the quarter, payments which are provided for this bank guarantee. The bank guarantee is provided on the difference between one-fourth share of financial compensation, attributable to the relevant Russian shipowner, based on his share in allowed quota for catching small pelagic fish, fixed in the protocol of the Joint, and the prepayment sum, paid in accordance with these terms.

Terms, conditions and the order of the factual payments are allowed to be corrected within the session of the Joint Committee.

Following accounting rates are established, on their basis the total cost of prepared fish products and financial compensation are counted:

Frozen products	- 255 USA dollars/ton
Bycatch	- 405 USA dollars/ton
Fish flour	- 360 USA dollars/ton
Fish oil	- 220 USA dollars/ton.

These prices are subject to automatic review by the Joint Committee from the date of commissioning management plan of fishing small pelagic fish of The Kingdom of Morocco and will be equated to prices, applicable to vessels, which fish within the framework of this

plan.

3. Financial compensation, which is equal to 17.5% of cost of produced by Russian fishing vessels prepared fish products distributed to areas in the following indicative share ratio (not exceeding 17.5%):

Treasury of the Kingdom of Morocco	-	9.5%
Expenses on the observers	-	3.5%
Scientific research	-	4%
Expenses of the Department for Marine Fisheries of The Kingdom of Morocco on social spending	-	0.5%.

## II. Terms of payment of financial compensation

4. Payment of financial compensation in accordance with distribution described in the Section I of this Appendix is realized by the Russian shipowners quarterly, at the end of the month of the reporting quarter, in an amount corresponding to the actual use of the catch quota for the reporting period and includes:

a) compensation to the state treasury of the Kingdom of Morocco.

To the Moroccan Party in the person of the chief treasurer of The Kingdom of Morocco the sum is paid in US dollars, equivalent to 9.5% of the total cost of the finished fish products, calculated on the basis of accounted prices on different categories these fish products, described in the part I of this Appendix. The payment is realized by transferring of the amount to the account № 001 810 007 825 150 110 655 194 in BANK AL MAGHRIB, MAROC.

Correspondent account BANK AL MAGHRIB, MAROC in US dollar: CALYON NEW-YORK, account № 0147089000100, SWIFT code CRLYUS33;

b) Expenses on the observers.

The payment is realized by the transfer of funds in US dollars to an account, which is opened on the name of autonomous Governmental service SEGMA (DPRH), code № 7096, in the regional office of the Governmental treasury in the city of Rabat, in order to finance the costs connected with observers maintenance and the control over fishing activity during the term of the Agreement between the Russian Federation Government and the Government of the Kingdom of Morocco in the partnership of marine fisheries;

b) expenses on scientific research.

Expenses on scientific research are annually paid by the transfer of funds in US dollars to the Moroccan Party on the account № 12518 of National Institute for Fisheries Research,

which is opened in the regional office of Morocco treasury in Casablanca;

c) Reimbursement of Department of Marine Fisheries of The Kingdom of Morocco on social spending.

The payment is realized by the transfer of funds in US dollars to the Moroccan Party on the account № 1877 of Social Affairs Office of the Department of Marine Fisheries of The Kingdom of Morocco, which is opened in Governmental treasury in Rabat.

5. Any delay in payment, which exceeds 15 days, entails payment of per cents from the unpaid amounts - 15 per cent per annum.

If the delay in payments exceeds 1 month, the Moroccan Party reserves the right to withdraw fishing license of vessels-offenders.

### III. Payment of annual license fee

6. Amount of annual fee for fishing license, which is given to Russian fishing vessels allowed to fish, is established in accordance with the laws of the Kingdom of Morocco.

Payments are made prior to issuing processed in accordance with applied requests fishing licenses by bank check processing in US dollars, issued in the name of the Chief Treasurer in Rabat.

The exchange rate of U.S. dollar is used, which is at the day of the bank check processing.

### IV. Final intercalculation

7. At the end of each fishing year, Parties conduct final intercalculation in the second part of the month, next after the end of the year.

Herewith, if the quota is used on time, which is less than 1 year, the final intercalculation should be done 15 days after the date of the quota usage.

### V. Marketing of fish products

8. The Russian Party shall ensure that frozen fish products of the Russian fishing vessels, which realize fishing activity in Atlantic fishing zone of The Kingdom of Morocco, will not be sold in the countries, which are competitors of The Kingdom of Morocco in the sphere of canneries products production.

### VI. Salary of Moroccan sailors and expenses of Russian fishing vessels in The Kingdom of Morocco

9. Russian shipowners realize the direct payment of the salary to the Moroccan sailors and bear other costs associated with operation and fishing activity of their vessels in the Atlantic zone of The Kingdom of Morocco.