THE MARITIME ZONES (AMENDMENT) BILL
(No. V of 2012)

Explanatory Memorandum

The main object of this Bill is to amend the Maritime Zones Act to provide for Mauritius to exercise joint sovereign rights with Seychelles in the joint zone of extended continental shelf pending delimitation, in accordance with treaties entered into between the two States.

DR. N. RAMGOOLAM, G.C.S.K., F.R.C.P.
Prime Minister, Minister of Defence,
Home Affairs and External Communications,
Minister for Rodrigues

11 May 2012

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THE MARITIME ZONES (AMENDMENT) BILL
(No. V of 2012)

ARRANGEMENT OF CLAUSES

Clause

1. Short title
2. Interpretation
3. Section 2 of principal Act amended
4. Section 19 of principal Act amended
5. Section 20 of principal Act amended
6. Section 27 of principal Act amended
7. First, Second, Third and Fourth Schedules added to principal Act
8. Commencement
   SCHEDULE

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A BILL

To amend the Maritime Zones Act

ENACTED by the Parliament of Mauritius, as follows –

1. Short title

This Act may be cited as the Maritime Zones (Amendment) Act 2012.

2. Interpretation

In this Act –

"principal Act" means the Maritime Zones Act.

3. Section 2 of principal Act amended

Section 2 of the principal Act is amended by inserting, in the appropriate alphabetical order, the following new definition –

"joint management area" or "joint zone" means an area of the continental shelf of Mauritius which is delineated by the coordinates set out in the First Schedule and depicted in the map set out in the Second Schedule;

4. Section 19 of principal Act amended

Section 19 of the principal Act is amended –

(a)   in subsection (1), by inserting, after the word "UNCLOS", the words ", and subject to subsection (1A)";

(b)   by inserting, after subsection (1), the following new subsection –

(1A)   In respect of the joint zone, Mauritius shall exercise joint sovereign rights with Seychelles in accordance with the Treaty concerning the Joint Exercise of Sovereign Rights over the Continental Shelf in the Mascarene Plateau Region, done at Clarisse House, Vacoas, Mauritius on 13 March 2012, as set out in the Third Schedule.

5. Section 20 of principal Act amended

Section 20 of the principal Act is amended –

(a)   in subsection (1), by inserting, after the words "international law", the words "and subject to subsections (1A) and (1B)";

(b)   by inserting, after subsection (1), the following new subsections –

(1A)   In respect of offences committed in the joint zone, Mauritius shall exercise its criminal jurisdiction in accordance with article 16 of the Treaty on the Joint Management of the Continental Shelf of the Mascarene Plateau Region, done at Clarisse House, Vacoas, Mauritius, on 13 March 2012, as set out in the Fourth Schedule, or such other provisions as may be agreed upon by Mauritius and Seychelles.

(1B)   In respect of an activity in the joint zone, Mauritius shall apply such provisions relating to taxation as may be agreed upon pursuant to article 6 of the Treaty Concerning the Joint Management of the Continental Shelf in the Mascarene Plateau Region done at Clarisse House, Vacoas, Mauritius on 13 March 2012.

6. Section 27 of principal Act amended

Section 27 of the principal Act is amended, in subsection (3), by adding the following new paragraph, the full stop at the end of paragraph (e) being deleted and replaced by a semicolon –

(f)   provide for the amendment of the Schedules.

7. First, Second, Third and Fourth Schedules added to principal Act

The principal Act is amended by adding the First, Second, Third and Fourth Schedules set out in the Schedule to this Act.

8. Commencement

This Act shall come into operation on a date to be fixed by Proclamation.

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SCHEDULE
[Section 7]

FIRST SCHEDULE
[Section 2]

Geographical coordinates (DATUM WGS 84) delineating the Seychelles-Mauritius Joint Zone

Coordinates ID	Latitude (decimal deg)	Longitude (decimal deg)
ECS 1	-4.90806007	59.27680588
ECS 2	-4.90956497	59.28105164
ECS 3	-4.91540956	59.29670334
ECS 4	-4.92151403	59.31225586
ECS 5	-4.92787600	59.32770157
ECS 6	-4.93449545	59.34303665
ECS 7	-4.94137001	59.35826111
ECS 8	-4.94849682	59.37337112
ECS 9	-4.95587683	59.38836288
ECS 10	-4.96350431	59.40323257
ECS 11	-4.97137928	59.41796875
ECS 12	-4.97949934	59.43257141
ECS 13	-4.98786354	59.44704437
ECS 14	-4.99646616	59.46137238
ECS 15	-5.00530624	59.47555161
ECS 16	-5.01438284	59.48958588
ECS 17	-5.02369118	59.50346756
ECS 18	-5.03323078	59.51719284
ECS 19	-5.04299784	59.53075790
ECS 20	-5.05298948	59.54415894
ECS 21	-5.06320477	59.55739212
ECS 22	-5.07363844	59.57045746
ECS 23	-5.08429050	59.58334732
ECS 24	-5.09515572	59.59605789
ECS 25	-5.10623217	59.60858536
ECS 26	-5.11751652	59.62093353
ECS 27	-5.12900496	59.63308716
ECS 28	-5.14069462	59.64505005

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ECS 31	-5.17693901	59.67975616
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ECS 34	-5.21487331	59.71261215
ECS 35	-5.22787952	59.72314072
ECS 36	-5.24105835	59.73344803
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ECS 41	-5.30942869	59.78164291
ECS 42	-5.32357216	59.79058838
ECS 43	-5.33786345	59.79930496
ECS 44	-5.35229826	59.80777740
ECS 45	-6.04989910	60.20489120
ECS 46	-6.33353949	61.16790390
ECS 47	-6.33209372	61.17536163
ECS 48	-6.32918072	61.19184875
ECS 49	-6.32654333	61.20837402
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43	-11.61919444	59.89227778
44	-11.40336111	59.96177778
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48	-9.26716667	59.85652778
MS 1	-8.43648564	59.38658331
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EZ2	-7.47748800	59.63139861
EZ3	-6.74310167	59.62970689
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EZ5	-5.41164578	59.19109953

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SECOND SCHEDULE
[Section 2]

DESIGNATION AND DESCRIPTION OF JOINT ZONE
The joint management area or joint zone comprises the area of continental shelf in the Mascarene Plateau Region, depicted in the map below –

Area of the Mauritius-Seychelles Joint Zone
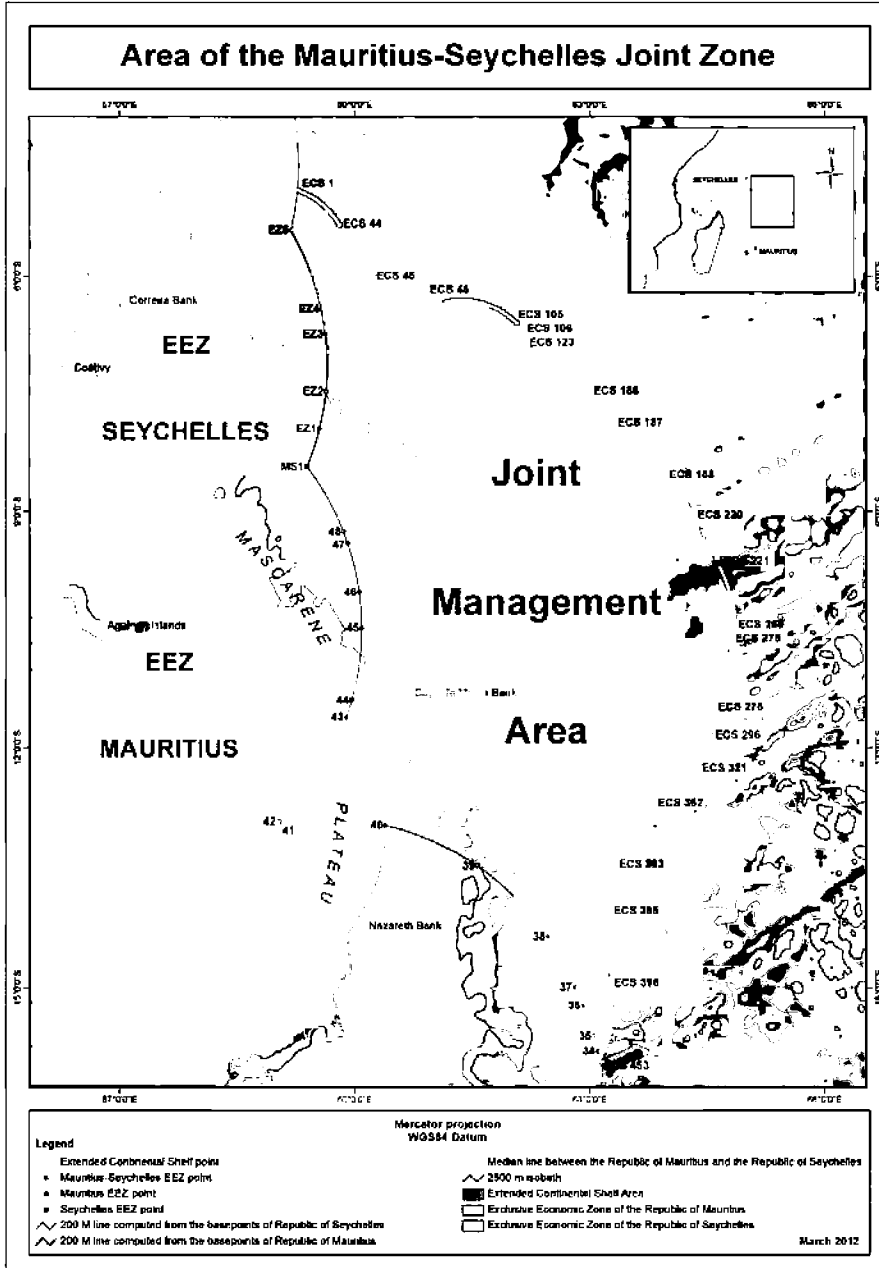
THIRD SCHEDULE
[Section 19]

Treaty Concerning the Joint Exercise of Sovereign Rights over the Continental Shelf in the Mascarene Plateau Region

THE GOVERNMENT OF THE REPUBLIC OF MAURITIUS

and

THE GOVERNMENT OF THE REPUBLIC OF SEYCHELLES
("the Contracting Parties")

RECALLING that both countries being coastal States co-operated on the basis of the *Treaty between the Government of the Republic of Seychelles and the Government of the Republic of Mauritius on the Framework for a Joint Submission to the United Nations Commission on the Limits of the Continental Shelf* dated 18 September 2008, as subsequently amended, to lodge on 1 December 2008 the Joint Submission to the United Nations Commission on the Limits of the Continental Shelf ('the Commission') concerning the Mascarene Plateau region ("Joint Submission") under Article 76, paragraph 8 of the United Nations Convention on the Law of the Sea done at Montego Bay on 10 December 1982 ("the Convention");

RECALLING ALSO that on 30 March 2011, the Commission adopted recommendations confirming the entitlement of the Contracting Parties to the area of continental shelf submitted by them in the Joint Submission, as contained in the Commission document entitled *Recommendations of the Commission on the Limits of the Continental Shelf in regard to the Joint Submission made by Mauritius and Seychelles in respect of the Mascarene Plateau Region on 1 December 2008*;

NOTING that Article 76 of the Convention provides that the limits of the continental shelf established by coastal States on the basis of the recommendations of the Commission shall be final and binding;

NOTING ALSO that Article 83 of the Convention provides that the delimitation of the continental shelf between States with opposite coasts shall be effected by agreement on the basis of international law in order to achieve an equitable solution and, in the absence of delimitation, that States shall make every effort in a spirit of understanding and co-operation to enter into provisional arrangements of a practical nature which do not prejudice a final delimitation of the continental shelf;

HAVE AGREED as follows:

Article 1: Joint Exercise of Sovereign Rights over the Continental Shelf

The Contracting Parties shall exercise sovereign rights jointly for the purpose of exploringthe continental shelf and exploiting its natural resources in the area described in Article 2 ('the Joint Zone').

Article 2: Delineation of the Joint Zone

The Joint Zone is defined by the following points, the coordinates of latitude and longitude [referred to the World Geodetic System (WGS84)] of which are set out at **Annex 1** to this Treaty, and as illustrated in the map at **Annex 2** of this Treaty:

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Commencing at point ECS1 on Seychelles Exclusive Economic Zone Boundary, the boundary line runs through points ECS2 to ECS44, thence to point ECS45, thence to point ECS46, thence through points ECS47 to ECS105, thence to point ECS106, thence through points ECS107 to ECS123, thence through points ECS124 to ECS186, thence to point ECS187,thence to point ECS188, thence through points ECS189 to ECS220, thence to point ECS221, thence through points ECS222 to ECS269, thence through points ECS270 to ECS275, thence to point ECS276, thence through points ECS277 to ECS296, thence through points ECS297 to ECS321, thence through points ECS322 to ECS362, thence to point ECS363, thence through points ECS364 to ECS395, thence topoint ECS396, thence through points ECS397 to ECS453 on Mauritius Exclusive Economic Zone boundary, thence along Mauritius Exclusive Economic Zone boundary to point 34, thence through points 35 to 41, thence through points 42 to 47, thence through point 48 to MS1 on the intersection of the Seychelles and Mauritius Exclusive Economic Zone boundaries, thence along the Seychelles Exclusive Economic Zone boundary through points EZ1 to EZ5, thence along the Seychelles Exclusive Economic Zone boundary to the starting point at ECS1 on Seychelles Exclusive Economic Zone boundary.

The boundary line between the above listed points is a geodesic.

Article 3: Treaty without Prejudice

Nothing contained in this Treaty, and no act taking place whilst this Treaty is in force, shall be interpreted as prejudicing or affecting the legal position or rights of the Contracting Parties concerning any future delimitation of the continental shelf between them in the Mascarene Plateau Region.

Article 4: Entry into Force

(a)   Each Contracting Party shall notify the other, by means of exchange of diplomatic notes, the completion of the procedures required by its law for the bringing into force of this Treaty. The Treaty shall enter into force on the date of receipt of the later notification.

(b)   Upon entry into force, the Treaty shall be taken to have effect, and all of its provisions shall be taken to have applied, from the date of signature.

IN WITNESS WHEREOF the undersigned, being duly authorised thereto by their respective Governments, have signed this Treaty.

DONE at Clarisse House, Vacoas, Mauritius in duplicate on this 13[th]day of March Two Thousand and Twelve in the English language.

For the Government of the Republic of Mauritius   **For the Government of the Republic of Seychelles**

....

Dr the Hon Navinchandra RAMGOOLAM, GCSK., FRCP   **H. E. Mr. James Alix MICHEL**
Prime Minister   **President**

Geographical coordinates (DATUM WGS 84) delineating the Seychelles-Mauritius Joint Zone.

Coordinates ID	Latitude (decimal deg)	Longitude (decimal deg)
ECS 1	-4.90806007	59.27680588
ECS 2	-4.90956497	59.28105164
ECS 3	-4.91540956	59.29670334
ECS 4	-4.92151403	59.31225586
ECS 5	-4.92787600	59.32770157
ECS 6	-4.93449545	59.34303665
ECS 7	-4.94137001	59.35826111
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ECS 21	-5.06320477	59.55739212
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ECS 27	-5.12900496	59.63308716
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ECS 30	-5.16466522	59.66838837
ECS 31	-5.17693901	59.67975616
ECS 32	-5.18940115	59.69091797
ECS 33	-5.20204639	59.70186615
ECS 34	-5.21487331	59.71261215
ECS 35	-5.22787952	59.72314072
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ECS 40	-5.29543781	59.77246094
ECS 41	-5.30942869	59.78164291
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ECS 43	-5.33786345	59.79930496
ECS 44	-5.35229826	59.80777740
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ECS 46	-6.33353949	61.16790390
ECS 47	-6.33209372	61.17536163
ECS 48	-6.32918072	61.19184875
ECS 49	-6.32654333	61.20837402
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Treaty Concerning the Joint Management of the Continental Shelf in the Mascarene Plateau Region

THE GOVERNMENT OF THE REPUBLIC OF MAURITIUS

and

THE GOVERNMENT OF THE REPUBLIC OF SEYCHELLES

("the Contracting Parties")

SEEKING to promote the sustainable and long-term economic and social development of their respective small island countries for the benefit of present and future generations;

COMMITTED to maintaining, renewing and further strengthening the mutual respect, goodwill, friendship and co-operation between their two countries;

ACKNOWLEDGING the existence of an overlapping area of continental shelf extending beyond the Exclusive Economic Zone boundaries established by their two countries under the *Treaty between the Government of the Republic of Mauritius and the Government of the Republic of Seychelles on the Delimitation of the Exclusive Economic Zone between the two States* dated 29 July 2008;

RECALLING that both countries co-operated on the basis of the *Treaty between the Government of the Republic of Seychelles and the Government of the Republic of Mauritius on the Framework for a Joint Submission to the United Nations Commission on the Limits of the Continental Shelf* dated 18 September 2008, as subsequently amended, to lodge on 1 December 2008 the Joint Submission to the United Nations Commission on the Limits of the Continental Shelf ('the Commission') concerning the Mascarene Plateau region ("Joint Submission") under Article 76, paragraph 8 of the United Nations Convention on the Law of the Sea done at Montego Bay on 10 December 1982 ("the Convention");

RECALLING ALSO on 30 March 2011, the Commission adopted recommendations confirming the entitlement of their two countries to the area of continental shelf as contained in the Commission document entitled *Recommendations of the Commission on the Limits of the Continental Shelf in regard to the Joint Submission made by Mauritius and Seychelles in respect of the Mascarene Plateau Region on 1 December 2008*;

CONSCIOUS that the Convention provides in Article 83 that the delimitation of the continental shelf between States with opposite coasts shall be effected by agreement

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on the basis of international law in order to achieve an equitable solution and, in the absence of delimitation, that States shall make every effort in a spirit of understanding and co-operation to enter into provisional arrangements of a practical nature which do not prejudice a final determination of the extended continental shelf delimitation;

RECOGNISING the importance of providing an equitable and co-operative legal basis for the exercise by their two countries of their sovereign rights and jurisdiction over the continental shelf in the Mascarene Plateau Region in accordance with international law;

REAFFIRMING the Treaty *Concerning the Joint Exercise of Sovereign Rights over the Continental Shelf in the Mascarene Plateau Region* of 13 March 2012, under which the Contracting Parties established the outer limits of the continental shelf in the Mascarene Plateau Region and agreed to exercise sovereign rights jointly for the purpose of exploring the continental shelf and exploiting its natural resources;

MINDFUL of the importance of jointly managing the natural resources of the continental shelf in the Mascarene Plateau Region in a manner that is sustainable and consistent with the precautionary principle and the protection of the marine environment and the biological diversity of the continental shelf;

DESIRING to enter into an international agreement to provide an effective and equitable framework to govern the joint management of the continental shelf in the Mascarene Plateau Region;

HAVE AGREED as follows:

PART 1: PRELIMINARY

Article 1: Definitions

For the purposes of this Treaty:

(a)   "Authority" means the Designated Authority established in Article 4 of this Treaty;

(b)   "bioprospecting" means the examination of biological resources for features including but not limited to chemical compounds, genes and their products and physical properties that may be of value for commercial development;

(c)   "Commission" means the Joint Commission established under Article 4 of this Treaty;

(d)   "continental shelf" has the meaning contained in Article 76 of the Convention;

(e)   "contractor" means a corporation, company or other legal entity or entities with limited liability that enter into a contract with the Designated Authority and which are duly regulated;

(f)   "Convention" means the United Nations Convention on the Law of the Sea done

at Montego Bay on 10 December 1982;

(g)   "criminal law" means any law in force in the territory of either of the Contracting Parties, whether substantive or procedural, that makes provision for, or in relation to offences, or for or In relation to the investigation or prosecution of offences or the punishment of offenders, including the carrying out of a penalty imposed by a court. For this purpose, "investigation" includes entry to an installation or structure in the JMA, the exercise of powers of search and questioning and the apprehension of a suspected offender;

(h)   "Council" means the Ministerial Council established in Article 4 of this Treaty;

(i)   "initially processed" means processing of petroleum to a point where it is ready for off-take from the production facility and may include such processes as the removal of water, volatiles and other impurities;

(j)   "JMA" means the Joint Management Area established in Article 3 of this Treaty;

(k)   "minerals" means any naturally occurring element, compound or substance, amorphous or crystalline (including liquid crystalline compounds), formed through geological or biogeochemical processes and any naturally occurring mixture of substances, including in the form of coal, clay, evaporates, gravel, limestone, oil-shale, sand, shale, rock, and polymetallic nodules;

(l)   "natural resources" means the mineral, petroleum and other non-living resources of the seabed and subsoil of the continental shelf together with living organisms belonging to sedentary species that are at the harvestable stage either immobile on or under the seabed or are unable to move except in constant physical contact with the seabed or subsoil;

(m)   "natural resource activities" means all activities authorised or contemplated under a contract, permit or licence that are undertaken to explore and exploit natural resources in the JMA including but not limited to development, initial processing, harvesting, production, transportation and marketing, as well as the planning and preparation for such activities;

(n)   "natural resource codes" means codes referred to in Article 8 of this Treaty;

(o)   "natural resources project" means any natural resource activity taking place with the approval of the Designated Authority in a specified area of the JMA;

(p)   "petroleum" means any naturally occurring hydrocarbon, whether in a gaseous, liquid, or solid state and any naturally occurring mixture of hydrocarbons, whether in a gaseous, liquid or solid state, together with other substances produced in association with such hydrocarbons, and includes any petroleum that has been returned to a reservoir;

(q)   "petroleum produced" means initially processed petroleum extracted from a reservoir through petroleum activities;

(r)   "reservoir" means an accumulation of petroleum in a geological unit limited by rock, water or other substances without pressure communication through liquid or gas to another accumulation of petroleum;

(s)   "Taxation Code" means the Code referred to in Article 6 of this Treaty;

(t)   "Treaty" means this Treaty, including Annexes A-D and any Annex that may subsequently be agreed by the Contracting Parties to form a part of this Treaty.

Article 2: Treaty without Prejudice

(a)   This Treaty gives effect to international law as reflected in the Convention which under Article 83 requires States with opposite or adjacent coasts to make every effort to enter into provisional arrangements of a practical nature pending agreement on the final delimitation of the continental shelf between them in a manner consistent with international law. This Treaty is intended to adhere to such obligation.

(b)   Nothing contained in this Treaty, and no act taking place while this Treaty is in force, shall be interpreted as prejudicing or affecting the legal position or rights of the Contracting Parties concerning their respective continental shelf entitlements or the delimitation of the continental shelf.

PART 2: THE JOINT MANAGEMENT AREA

Article 3: Joint Management Area

(a)   The Joint Management Area (JMA) is established in respect of the Joint Zone described in Article 2 of the Treaty Concerning the Joint Exercise of Sovereign Rights over the Continental Shelf in the Mascarene Plateau Region, done on 13 March 2012 and as depicted in the map at Annex A.

(b)   The Contracting Parties shall jointly control, manage and facilitate the exploration of the continental shelf within the JMA and the conservation, development and exploitation of its natural resources.

(c)   Natural resource activities in the JMA shall be carried out under the direction of the Designated Authority, by such means as it may determine in accordance with this Treaty, including where appropriate through the issue of licences or pursuant to contracts between the Authority and a contractor. This provision shall also apply to the successors or assignees of such contractors.

(d)   The Contracting Parties shall each make it an offence under their respective national laws for any person to conduct resource activities in the JMA otherwise than in accordance with this Treaty.

PART 3: INSTITUTIONAL AND REGULATORY ARRANGEMENTS

Article 4: Regulatory Bodies

(a)   A three-tiered joint administrative structure consisting of a Ministerial Council, a Joint Commission and a Designated Authority, is established.

(b)   Ministerial Council:

   i.   A Ministerial Council for the JMA is hereby established. The Ministerial Council shall consist of an equal number of Ministers designated by the Contracting Parties.

   ii.   The Ministerial Council shall consider any matter relating to the operation of this Treaty that is referred to it by either of the Contracting Parties. It shall also consider any matter referred to under sub-paragraph (c) (iii).

   iii.   The Ministerial Council shall meet at the request of either Contracting Party or at the request of the Commission.

   iv.   All decisions of the Ministerial Council shall be adopted by consensus. In the event the Council is unable to resolve a matter, either of the Contracting Parties may invoke the dispute resolution procedure provided under Article 21.

   v.   No decision of the Ministerial Council shall be valid unless it is recorded in writing and signed by at least one member from each Contracting Party.

   vi.   The Ministerial Council shall establish its own procedures, including those in relation to taking decisions out of session and for conducting meetings by means of telephonic and electronic communication.

(c)   Joint Commission:

   i.   The Joint Commission shall consist of an equal number of commissioners appointed by the Contracting Parties. The Joint Commission shall establish policies and regulations relating to petroleum and other natural resource activities in the JMA and shall oversee the work of the Authority.

   ii.   A non-exhaustive list of more detailed powers and functions of the Joint Commission is set out in Annex C. This list may be amended from time to time as necessary.

   iii.   The Joint Commission may at any time refer a matter to the Ministerial Council for resolution.

   iv.   The Joint Commission shall meet at least once a year in the Contracting Parties on an alternate basis, or otherwise as agreed, and each meeting shall be co-chaired.

   v.   Decisions of the Joint Commission shall be made by consensus.

(d)   Designated Authority:

    i.   The Joint Commission shall establish the Designated Authority ("Authority").

    ii.   The Authority shall have juridical personality and such legal capacities under the law of the Contracting Parties as are necessary for the exercise of its powers and the performance of its functions. It shall have the capacity to contract, to acquire and dispose of movable and immovable property and to institute and be party to legal proceedings.

    iii.   The Authority shall be responsible to the Joint Commission and shall carry on the day-to-day regulation and management of natural resource activities in the JMA.

    iv.   A non-exhaustive list of more detailed powers and functions of the Authority is contained in Annex D. The Annexes to this Treaty may identify other additional powers and functions of the Authority. The Authority also has such other powers and functions as may be conferred upon it by the Commission.

    v.   The Authority shall be financed on an equal basis by the Contracting Parties, including eventually through the remittance of fees collected under natural resource codes.

    vi.   The Authority shall be exempt from:

(1) income tax or business tax, as the case may be; and

(2) customs duties, excise tax, Value Added Tax (VAT), levy and other similar taxes on imports for official use, imposed under the law in force in the territory of each of the Contracting Parties, as well as any identical or substantially similar taxes that are imposed after the date of signature of this Treaty in addition to, or in place of, the existing taxes.

    vii.   Personnel of the Authority:

(1) shall be subject to taxation in the Contracting Party of which they are a national and in accordance with the tax law of that Contracting Party in respect of salaries, allowances and other payments made to them by the Authority in connection with their employment with the Authority. For the purposes of this paragraph the term "national" includes a resident of either Contracting Party as defined in the income tax law of that Contracting Party; and

(2) shall, at the time of the first taking up the post with the Authority located in either of the Contracting Parties in which they are not resident, be exempt from customs duties, excise tax, VAT, levy and other similar taxes and other such charges (except payments for services) in respect of imports of furniture and other household and personal effects including one motor vehicle in their ownership or possession or already ordered by them and intended for their personal use or for their establishment, subject to terms and conditions

established by the Joint Commission. Such goods shall be imported within six months of an officer's first entry but in exceptional circumstances an extension of time shall be granted by the Contracting Parties respectively. Goods that have been acquired or imported by officers and to which exemptions under this sub-paragraph apply shall not be given away, sold, lent or hired out, or otherwise disposed of except under conditions agreed in advance depending on in which country the officer is located.

(e)   No member of the Ministerial Council, Joint Commission and personnel of the Authority shall have any financial or personal interest in any natural resource project in the JMA.

Article 5: Sharing of Revenue

(a)   The Contracting Parties shall share revenue received in respect of natural resource activities carried out in the JMA equally, whereby fifty (50) *per cent* of revenue received shall be remitted to Mauritius and fifty (50) *per cent* of revenue received shall be remitted to Seychelles.

(b)   To the extent that fees referred to in Article 4(d)(v) and other income are inadequate to cover the expenditure of the Authority in relation to this Treaty, that expenditure shall be borne by each of the Contracting Parties in the same proportion as set out in paragraph (a).

(c)   Paragraph (a) shall not apply to the equitable sharing of the benefits arising from unitisation under Article 10 unless mutually agreed by the Contracting Parties.

Article 6: Taxation Code

(a)   The Contracting Parties shall agree upon a Taxation Code applicable to income derived from natural resource activities in the JMA.

(b)   Neither Contracting Party may during the life of a natural resource project vary any of the provisions of the Taxation Code applicable to it except by mutual agreement.
Article 7: Application of Domestic Law

For the purposes of the application of the domestic laws of each Contracting Party related directly or indirectly to:

i.   the exploration of the continental shelf within the JMA and the development and exploitation of natural resources in the JMA; and

ii.   acts, matters, circumstances and things touching, concerning, arising out of or connected with, natural resource activities in the JMA,

the JMA shall be deemed to be and treated by each Contracting Party as forming part of its respective territory.

Article 8: Natural Resource Codes

(a)   The Contracting Parties may agree upon natural resource codes concerning the exploration of the continental shelf within the JMA and the development, exploitation, harvesting, conservation and export of natural resources from the JMA.

(b)   The Commission shall, where necessary, adopt interim arrangements to be applied pending the adoption of natural resource codes in accordance with paragraph (a).

PART 4: PIPELINES AND UNITISATION

Article 9: Pipelines

(a)   The construction and operation of a pipeline within the JMA for the purposes of exporting petroleum from the JMA shall be subject to the approval of the Commission.

(b)   The Contracting Parties shall consult each other on the terms and conditions for laying of pipelines exporting petroleum from the JMA to the point of landing.

(c)   A pipeline landing in the territory of a Contracting Party shall be under the jurisdiction of the country of landing.

(d)   In the event a pipeline is constructed from the JMA to the territory of either of the Contracting Parties, the country where the pipeline lands may not object to or impede decisions of the Commission regarding that pipeline except where the construction of a pipeline would have an adverse economic or physical impact upon an existing natural resource project in the JMA.

(e)   Petroleum from the JMA and from fields which straddle the boundaries of the JMA shall at all times have priority of carriage along any pipeline carrying petroleum from and within the JMA.

(f)   There shall be open access to pipelines for petroleum from the JMA. The open access arrangements shall be in accordance with good international regulatory practice. If one Contracting Party has jurisdiction over the pipeline, it shall consult with the other Contracting Party over access to the pipeline.

Article 10: Unitisation

(a)   Any reservoir of petroleum or unitary mineral deposit that extends across or straddles the boundary of the JMA into the Exclusive Economic Zone of either or both Contracting Parties shall be treated as a single entity for exploration, development and management purposes.

(b)   The Contracting Parties shall work expeditiously and in good faith to reach agreement on the manner in which the petroleum field or mineral deposit referred to in paragraph (a) will be most effectively managed and developed and on the equitable sharing of revenue arising from such development.

Article 11: Surveys

Each of the Contracting Parties has the right to conduct surveys including hydrographic, geological, geophysical and seismic surveys to facilitate natural resource activities in the JMA. In the exercise of such right, the Contracting Parties shall:

   i.   notify the Authority of any proposed survey;

ii. cooperate on the conduct of such surveys, including the provision of necessary on-shore facilities; and

iii. exchange information relevant to natural resource activities in the JMA.

PART 5: PROTECTION OF THE ENVIRONMENT, BIODIVERSITY AND BIOPROSPECTING

Article 12: Protection of the Seabed Marine Environment

(a)   The Contracting Parties shall co-operate to protect natural resources in the JMA so as to secure seabed biodiversity and prevent pollution and other risks of harm to the environment arising from, or connected with, natural resource activities in the JMA.

(b)   The Contracting Parties shall apply the precautionary principle in co-operating to conserve and protect the environment and biodiversity of the seabed in the JMA. This shall include measures concerning fishing activity in the waters superjacent to the seabed in the JMA where such activity is having a direct impact upon, or poses a significant risk to, the natural resources of the seabed and subsoil in the JMA.

(c)   The Contracting Parties shall co-operate to protect seabed marine habitats and associated ecological communities of the seabed in the JMA. This shall include the identification of environmental benchmarks and the identification of seabed marine protected areas, having regard to the following:

i. geographical distribution of seabed marine species and biological communities;

ii. the structure of these communities;

iii. their relationship with the physical and the chemical environment;

iv. the natural ecological and genetic variability; and

v. the nature and the effect of the anthropogenic influences including fishing and natural resource activities on these ecosystem components.

(d)   Where pollution of the marine environment occurring in the JMA spreads beyond the JMA, the Contracting Parties shall co-operate in taking prompt and effective action to prevent, mitigate and eliminate such pollution in accordance with international best practices, standards and procedures.

(e)   The Authority shall issue regulations to protect the living natural resources and seabed environment in the JMA. It shall establish a contingency plan for combating pollution from natural resource activities in the JMA.

(f)   Contractors shall be liable for damage or expenses incurred as a result of pollution of the marine environment arising out of natural resource activities within the JMA in accordance with:

i. their contract, licence or permit or other form of authority issued pursuant to this Treaty; and,

ii. the law of the jurisdiction of the Contracting Party in which the claim is brought.

Article 13: Biological Surveys and Bioprospecting

(a) Each of the Contracting Parties has the right to carry out biological surveys for the purposes of Article 12 of this Treaty and to engage in bioprospecting to identify and examine living natural resources that may be of value for commercial development in the JMA or of conservation significance.

(b) The Contracting Parties shall:

i. notify the Authority of any proposed survey;

ii. co-operate in the conduct of such biological surveys and bioprospecting, including the provision of necessary on-shore facilities; and

iii. exchange information relevant to biological surveys and bioprospecting in the JMA.

PART 6: EMPLOYMENT, HEALTH AND SAFETY AND APPLICATION OF DOMESTIC LAWS

Article 14: Employment

The Contracting Parties shall take appropriate measures to ensure that preference is given in employment in the JMA to nationals of both Contracting Parties and to facilitate, as a matter of priority, training and employment opportunities for those nationals.

Article 15: Health and Safety for Workers

(a) The Authority shall develop, and contractors shall apply where required, occupational health and safety standards and procedures for persons employed on installations and structures in the JMA in accordance with internationally accepted standards and best practices.

(b) Similar occupational health, safety standards and procedures shall apply to all workers engaged in natural resource activities in the JMA.

Article 16: Criminal Jurisdiction

(a) The Contracting Parties shall examine different options for addressing offences committed in the JMA. Pending the completion of such exercise, the provisions of this Article shall apply with respect to offences committed in the JMA.

(b) A national or resident of a Contracting Party shall be subject to the criminal law of the country of nationality or residence in respect of acts or omissions occurring in the JMA connected with or arising out of natural resource activities.

(c)   Notwithstanding paragraph (e), a national of a third state, not being a resident of either Contracting Party, shall be subject to the criminal law of either Contracting Party in respect of acts or omissions occurring in the JMA connected with or arising out of natural resource activities. Such person shall not be subject to criminal proceedings under the law of either Contracting Party if he or she has already been tried and discharged or acquitted by a competent tribunal or already undergone punishment for the same act or omission under the law of the other country or where the competent authorities of one country, in accordance with its law, have decided in the public interest to refrain from prosecuting the person for that act or omission.

(d)   In cases referred to in paragraph (c), the Contracting Parties shall, as and when necessary, consult each other to determine which criminal law is to be applied, taking into account the nationality of the victim and the interests of the country most affected by the alleged offence.

(e)   The criminal law of the flag state shall apply in relation to acts or omissions on board vessels operating in the waters superjacent to the JMA.

(f)   The Contracting Parties shall provide assistance to and co-operate with each other, including through agreements or arrangements as appropriate, for the purposes of enforcement of criminal law under this Article, including the obtaining of evidence and information.

(g)   The Contracting Parties each recognise the interest of the other country where a victim of an alleged offence is a national of that other country and shall keep that other country informed, to the extent permitted by its law, of action being taken with regard to the alleged offence.

(h)   The Contracting Parties may make arrangements permitting officials of one country to assist in the enforcement of the criminal law of the other country. Where such assistance involves the detention of a person who under paragraph (b) is subject to the jurisdiction of the other country, that detention may only continue until it is practicable to hand the person over to the relevant officials of that other country.

Article 17: Customs, Migration and Quarantine

(a)   The Contracting Parties may, subject to paragraphs (c), (e), (f) and (g), apply customs, migration and quarantine laws in accordance with internationally accepted standards and best practices to persons, equipment and goods entering its territory from, or leaving its territory for, the JMA. The Contracting Parties may adopt arrangements to facilitate such entry and departure.

(b)   Contractors shall ensure, unless otherwise authorised by the Contracting Parties, that persons, equipment and goods do not enter structures in the JMA without first entering the Contracting Parties, and that their employees and the employees of their subcontractors are authorised by the Authority to enter the JMA.

(c)   Either Contracting Party may request consultations with the other Contracting Party in relation to the entry of particular persons, equipment and goods to structures in

the JMA aimed at controlling the movement of such persons, equipment and goods.

(d)   Nothing in this Article prejudices the right of either Contracting Party to apply customs, migration and quarantine controls to persons, equipment and goods entering the JMA without the authority of either Contracting Party. The Contracting Parties may adopt arrangements to co-ordinate the exercise of such rights.

(e)   Goods and equipment entering the JMA for purposes related to natural resource activities shall not be subject to customs duties, excise tax, VAT, levy and other similar taxes.

(f)   Goods and equipment leaving or in transit through the territory of the Contracting Parties for the purpose of entering the JMA for purposes related to natural resource activities shall not be subject to customs duties, excise tax, VAT, levy and other similar taxes.
(g)   Goods and equipment leaving the JMA for the purpose of being permanently transferred to a part of the territory of the Contracting Parties may be subject to customs duties, excise tax, VAT, levy and other similar taxes of that Contracting Party.

Article 18: Safety, Operating Standards and Crewing of Resource Industry Vessels

(a)   Except as otherwise provided in this Treaty, vessels of the nationality of a Contracting Party engaged in natural resource activities in the JMA shall be subject

to the law of their nationality in relation to safety and operating standards and crewing regulations.

(b)   Vessels flying the flag of States other than the Contracting Parties and which are engaged in natural resource activities in the JMA shall be subject to the relevant international safety and operating standards and crewing regulations.

PART 7: SURVEILLANCE, SECURITY AND RESCUE

Article 19: Surveillance and Security Measures

(a)   For the purposes of this Treaty, the Contracting Parties shall have the right to carry out surveillance activities in the JMA in relation to natural resource activities.

(b)   The Contracting Parties shall co-operate on and co-ordinate any surveillance activities carried out in accordance with paragraph (a) and shall exchange information on likely threats to, or security incidents relating to, natural resource activities in the JMA.

(c)   The Contracting Parties shall make arrangements for responding promptly and effectively to security incidents in the JMA.

Article 20: Search and Rescue

The Contracting Parties shall, at the request of the Authority and consistent with this Treaty, co-operate and assist in the conduct of search and rescue operations in the JMA, taking into account generally accepted international rules, regulations and procedures established through competent international organisations.

PART 8: SETTLEMENT OF DISPUTES, DURATION AND ENTRY INTO FORCE

Article 21: Settlement of Disputes

(a)   With the exception of disputes falling within the scope of the Taxation Code referred to in Article 6 of this Treaty and which shall be settled in accordance with that Code as agreed by the Contracting Parties, any dispute concerning the interpretation or application of this Treaty shall, as far as possible, be settled amicably through mutual consultation.

(b)   Any dispute which is not settled in the manner set out in paragraph (a) and any unresolved matter relating to the operation of this Treaty under Article 4(b)(ii) shall, at the request of either of the Contracting Parties, be submitted to an Arbitral Tribunal established in accordance with the procedure set out in Annex B.

Article 22: Amendment

This Treaty may be amended at any time by written agreement between the Contracting Parties.

Article 23: Duration of the Treaty

(a)   This Treaty shall remain in force until a permanent delimitation of the continental shelf is agreed between the Contracting Parties or for thirty (30) years from the date of its entry into force, whichever is sooner.

(b)   This Treaty may be renewed by agreement between the Contracting Parties.

(c)   Natural resource projects commenced under this Treaty shall continue, notwithstanding that this Treaty is no longer in force, under conditions that are consistent with those that are provided for under this Treaty.

Article 24: Entry into Force

(a)   Each of the Contracting Parties shall notify the other, by means of exchange of diplomatic notes, the completion of the procedures required by its law for the bringing into force of this Treaty. The Treaty shall enter into force on the date of receipt of the later notification.

(b)   Upon entry into force, the Treaty shall be taken to have effect, and all of its provisions shall be taken to have applied, from the date of signature.

IN WITNESS WHEREOF the undersigned, being duly authorised thereto by their respective Governments, have signed this Treaty.

DONE at Clarisse House, Vacoas, Mauritius in duplicate on this 13th day of March Two Thousand and Twelve in the English language.

For the Government of the Republic of Mauritius **For the Government of the Republic of Seychelles**

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Dr the Hon Navinchandra RAMGOOLAM, GCSK, FRCP H. E. Mr. James Alix MICHEL
Prime Minister President

Annex A under Article 3 of this Treaty

Designation and Description of the JMA

The JMA referred to in Article 3 comprises the area of continental shelf set out in Article 2 of the Treaty Concerning the Joint Exercise of Sovereign Rights over the Continental Shelf in the Mascarene Plateau Region, done on 13 March 2012, as depicted in the map below:–
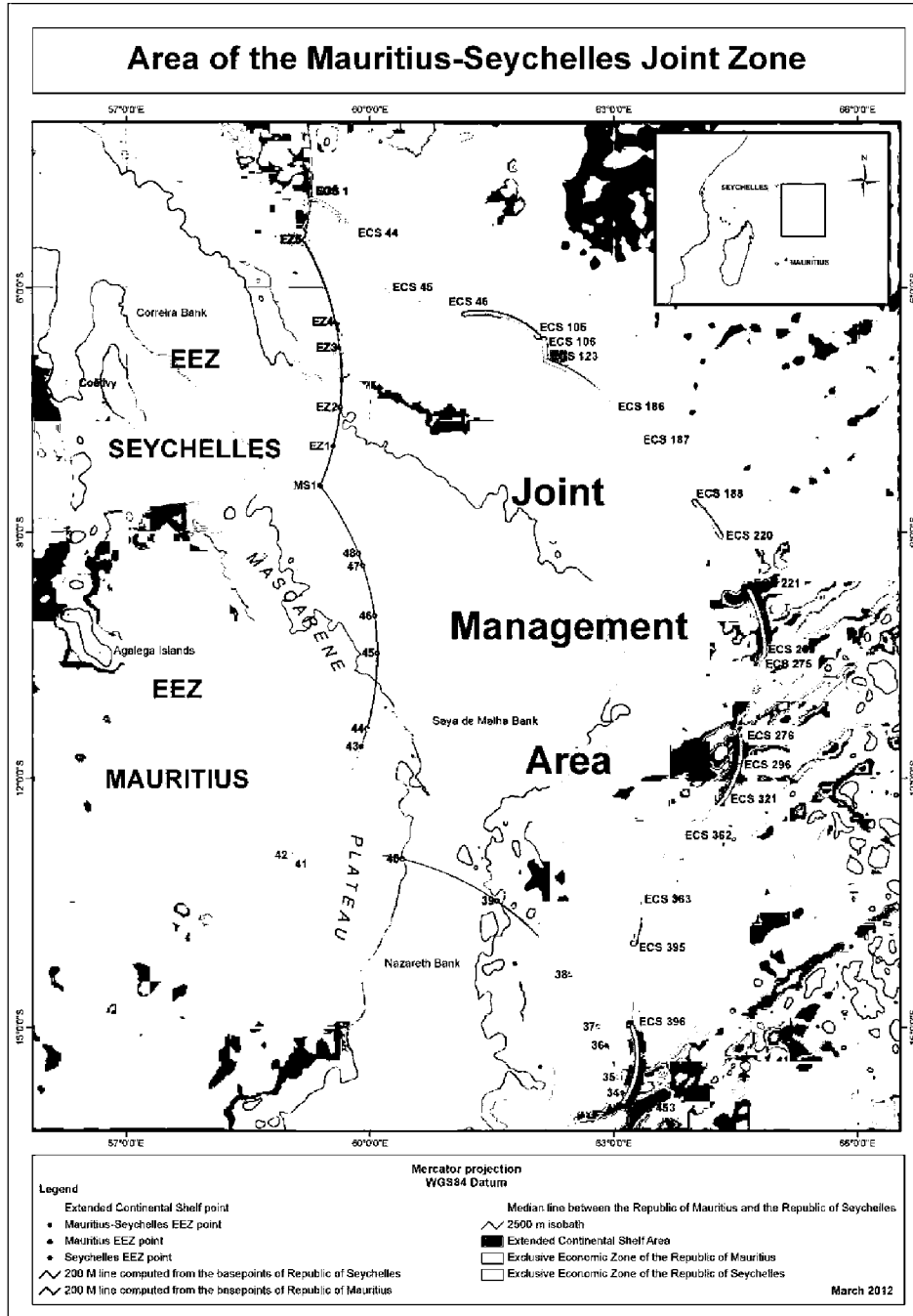
Joint Management Area (JMA) over the Continental Shelf in the Mascarene Plateau

Annex B under Article 21 of this Treaty

Dispute Resolution Procedure

(a)   An Arbitral Tribunal ("Tribunal") to which a dispute is submitted pursuant to Article 21 (b) shall consist of three persons appointed as follows:

    i.   the Contracting Parties shall each appoint one arbitrator;

    ii.   the arbitrators appointed by the Contracting Parties shall, within sixty (60) days of the appointment of the second of them, by agreement, select a third arbitrator who shall be a citizen, or permanent resident of a third country which has diplomatic relations with both the Contracting Parties; and

    iii.   the Contracting Parties shall, within sixty (60) days of the selection of the third arbitrator, approve the selection of that arbitrator who shall act as Chairman of the Tribunal.

(b)   Arbitration proceedings shall be instituted upon notice being given through the diplomatic channel by the Contracting Party instituting such proceedings to the other Contracting Party. Such notice shall contain:

    i.   a statement setting forth in summary form the grounds of the claim;

    ii.   the nature of the relief sought; and,

    iii.   the name of the arbitrator appointed by the Contracting Party instituting such proceedings.

Within sixty (60) days after the giving of such notice, the respondent Contracting Party shall notify the Contracting Party instituting proceedings of the name of the arbitrator appointed by the respondent Contracting Party.

(c)   If, within the time limits provided for in sub-paragraphs (a) (ii) and (iii) and paragraph (b) of this Annex, the required appointment has not been made or the required approval has not been given, the Contracting Parties may request the President of the International Tribunal of the Law of the Sea ("ITLOS") to make the necessary appointment. If the President is a citizen or permanent resident of the Contracting Parties or is otherwise unable to act, the Vice-President shall be invited to make the appointment. If the Vice-President is a citizen or permanent resident of the Contracting Parties or is otherwise unable to act, the Member of the ITLOS next in seniority who is not a citizen or permanent resident of the Contracting Parties shall be invited to make the appointment.

(d)   In case any arbitrator appointed as provided for in this Annex resigns or becomes unable to act, another arbitrator shall be appointed in the same manner as prescribed for the appointment of the original arbitrator and the new arbitrator shall have all the powers and duties of the original arbitrator.

(e)   The Tribunal shall convene at such time and place as shall be fixed by the Chairman of the Tribunal. Thereafter, the Tribunal shall determine where and when it shall sit.

(f)   The Tribunal shall decide all questions relating to its competence and shall, subject to any agreement between the Contracting Parties, determine its own procedures.

(g)   Before the Tribunal makes a decision, it may at any stage of the proceedings propose to the Contracting Parties that the dispute be settled amicably. The Arbitral Tribunal shall reach its award by majority vote, taking into account the provisions of this Treaty and relevant international law.

(h)   Each Contracting Party shall bear the costs incurred in relation to its appointed arbitrator and its own costs in preparing and presenting cases. The cost incurred in relation to the Chairman of the Tribunal and the expenses associated with the conduct of the arbitration shall be borne in equal parts by the Contracting Parties.

(i)   The Tribunal shall afford to the Contracting Parties a fair hearing. It may render an award on the default of either of the Contracting Parties. In any case, the Arbitral Tribunal shall render its award within six (6) months from the date it is convened by the Chairman of the Tribunal. Any award shall be rendered in writing and shall state its legal basis. A signed counterpart of the award shall be transmitted to the Contracting Parties.

(j)   An award of the Tribunal shall be final and binding on the Contracting Parties.

Annex C under Article 4(c)(ii) of this Treaty

Powers and Functions of the Joint Commission

1.   The powers and functions of the Joint Commission shall include:

(a)   establishing the Authority;

(b)   giving directions to the Authority on the exercise of its powers and performance of its functions;

(c)   conferring additional powers and functions to the Authority;

(d)   adopting taxation and natural resource codes applicable to the JMA including amendments and interim arrangements as necessary;

(e)   approving financial estimates of income and expenditure of the Authority;

(f)   approving rules, regulations and procedures for the effective functioning of the Authority;

(g)   calling for the auditing of the Authority's books and accounts;

(h)   considering and adopting the annual report of the Authority.

Annex D under Article 4(d)(iv) of this Treaty

Powers and Functions of the Authority

The powers and functions of the Authority shall include:

(a) day-to-day management and regulation of natural resource activities in accordance with this Treaty and any instruments made or entered into under this Treaty, including directions given by the Joint Commission;

(b) preparation of annual estimates of income and expenditure of the Authority for submission to the Joint Commission. Any expenditure shall only be made in accordance with estimates approved by the Joint Commission or otherwise in accordance with regulations and procedures approved by the Joint Commission;

(c) preparation of annual reports for submission to the Joint Commission;

(d) requesting assistance from the appropriate authorities consistent with this Treaty:

    i. for search and rescue operations in the JMA;

    ii. in the event of piracy or terrorist threats to vessels and structures engaged in natural resource petroleum operations in the JMA;

(e) requesting assistance with pollution prevention measures, equipment and procedures from the appropriate authorities or other bodies or persons;

(f) establishment of safety zones and restricted zones, consistent with international law, to ensure the safety of navigation connected with natural resource activities;

(g) controlling movements into, within and out of the JMA of vessels, aircraft, structures and other equipment engaged in natural resource activities in a manner consistent with international law; and, subject to Article 15, authorising the entry of employees and contractors and their subcontractors and other persons into the JMA;

(h) applying regulations and giving directions as approved by the Commission under this Treaty, on all matters related to the supervision and control of natural resource activities including on health, safety, environmental protection and assessments and work practices, pursuant to natural resource codes;

(i) acting as a repository of all data and information pertaining to the JMA;

(j) conducting inspections and audits concerning natural resource activities in the JMA; and

(k)   such other powers and functions as may be identified by the Contracting Parties or as may be conferred on it by the Joint Commission.

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