

THE MARITIME ZONES ACT 2005

Act 2/2005

Proclaimed by [\[Proclamation No. 10 of 2005\]](#) w.e.f. 1st April 2005

I assent

SIR ANEROOD JUGNAUTH

President of the Republic

28th February 2005

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AN ACT

To provide for the United Nations Convention on the Law of the Sea to have force of law in Mauritius

ENACTED by the Parliament of Mauritius, as follows -

PART I – PRELIMINARY

1. Short title

This Act may be cited as the **Maritime Zones Act 2005**.

2. Interpretation

(1) In this Act, unless otherwise expressly provided-

"archipelagic baselines" means straight archipelagic baselines referred to in section 4(2)(a);

"archipelagic waters" means any waters, other than internal waters, enclosed by archipelagic baselines;

"baselines" means baselines prescribed in accordance with section 4;

"closing lines" means the lines prescribed in accordance with section 5(1);

"contiguous zone" means the area of sea specified in section 12;

"continental shelf" means the continental shelf of Mauritius, as defined in section 18(1);

"EEZ" means the exclusive economic zone of Mauritius, as defined in section 14;

"historic waters" means the historic waters of Mauritius prescribed under section 11;

"innocent passage" has the same meaning as in Article 19 of UNCLOS;

"internal waters" means-

(a) in respect of archipelagic waters, all waters landward of the closing lines; and

(b) in any other case, all waters landward of any baselines;

"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;

Added by [\[Act No. 6 of 2012\]](#)

"low-water line" means the lowest astronomical tide level on the coast of Mauritius that can be predicted to occur under average meteorological conditions and under any combination of astronomical conditions;

"maritime cultural zone" means the area of sea referred to in section 25;

"maritime zones" means the –

- (a) archipelagic waters;
- (b) contiguous zone;
- (c) continental shelf;
- (d) EEZ;
- (e) historic waters;
- (f) internal waters;
- (g) maritime cultural zone; and
- (h) territorial sea;

"nautical mile" means a distance of 1.85200 kilometres;

"outer limit", in relation to a maritime zone, means a geodesic line of the geodetic datum joining the geographical co-ordinates of points on the datum in a clockwise direction;

"territorial sea" means the territorial sea of Mauritius, as defined in section 7;

"UNCLOS" means the United Nations Convention on the Law of the Sea of 10 December 1982.

- (2) Unless otherwise expressly provided, words and expressions defined in UNCLOS and used in this Act shall have the same meaning as in UNCLOS.

PART II - UNCLOS TO HAVE FORCE OF LAW IN MAURITIUS

3. UNCLOS to have force of law in Mauritius

Notwithstanding any other enactment, UNCLOS shall have force of law in Mauritius.

PART III - BASELINES

4. Baselines

- (1) The Prime Minister may, by regulations, prescribe the baselines from which the maritime zones of Mauritius shall be determined.
- (2) The baselines may be -
 - (a) straight archipelagic baselines determined in the manner referred to in Article 47 of UNCLOS;
 - (b) normal baselines, being the low-water line as specified in Article 5 of UNCLOS;
 - (c) the seaward low-water line of reefs as specified in Article 6 of UNCLOS; or
 - (d) straight baselines determined in the manner referred to in Article 7 of UNCLOS; or
 - (e) a combination of the methods for determining baselines specified in paragraphs (a), (b), (c) and (d).

5. Closing lines for internal waters

- (1) The Prime Minister may, by regulations, prescribe closing lines to delimit internal waters.
- (2) The closing lines may be determined by using all or any of the methods specified in Articles 9, 10 and 11 of UNCLOS.

PART IV - TERRITORIAL SEA, INTERNAL WATERS, ARCHIPELAGIC WATERS AND HISTORIC WATERS

6. Legal status of territorial sea and internal, historic and archipelagic waters

(1) The sovereignty of Mauritius-

(a) extends and has always extended to –

(i) the territorial sea;

(ii) its internal waters;

(iii) its archipelagic waters;

(iv) its historic waters;

(b) also extends to the air space over the archipelagic waters, the historic waters, the internal waters and the territorial sea as well as to their beds and subsoil, and the resources contained in them.

(2) Unless otherwise expressly provided, any law in force in Mauritius shall extend to its maritime zones.

7. Territorial sea

The territorial sea of Mauritius is and has always been the sea between the baselines and a line of which every point is at a distance of 12 nautical miles from the nearest point of the baselines.

8. Limits on exercise of sovereignty in internal waters

Any right of innocent passage existing in internal waters delimited by closing lines prescribed under section 5 shall continue to exist to the extent that it existed immediately before the closing lines were prescribed.

9. Limits on exercise of sovereignty in archipelagic waters

The exercise by Mauritius of its sovereignty in archipelagic waters shall be subject to -

(a) any rights set out in any agreement between Mauritius and any other State;

(b) rights in respect of submarine cables existing at the time the archipelagic baselines are prescribed; and

(c) the right of innocent passage.

10. Limits on exercise of right of innocent passage

- (1) The Prime Minister may make regulations-
 - (a) to designate the sea lanes and air routes to be used by foreign ships and aircraft in passage through or over any archipelagic waters, internal waters and territorial sea; and
 - (b) to prescribe traffic separation schemes to be observed by ships in passage through narrow channels in the sea lanes.
- (2) Subject to subsection (3), the Prime Minister may make regulations to regulate the passage of ships carrying hazardous waste, nuclear materials or radioactive materials through all or any part of the archipelagic waters, internal waters and territorial sea.
- (3) No ship carrying radioactive materials shall pass through any part of the archipelagic waters, internal waters or territorial sea unless prior notification of the intended passage of the ship through those waters or sea has been given, and prior authorisation and consent for the passage, specifying the route to be taken by the ship, has been given, in accordance with regulations made under this section.
- (4) The Prime Minister may, by notice in the Gazette, suspend temporarily the innocent passage of foreign ships in a specified area of any archipelagic waters, internal waters or territorial sea where he is satisfied that the suspension is essential for the protection of the security of Mauritius.
- (5) Regulations made under this section shall provide for such action as may be taken, including stopping and boarding of ships, to ensure compliance with the regulations.
- (6) In this section, "radioactive materials" means waste that, as a result of being radioactive, is subject to an international control system, or international instrument, applying specifically to radioactive materials.

11. Historic waters

The Prime Minister may, by regulations, prescribe the limits of the historic waters of Mauritius.

PART V - CONTIGUOUS ZONE

12. Contiguous zone

The contiguous zone of Mauritius is and has always been the area of sea between the territorial sea and a line of which every point is at a distance of 24 nautical miles from the nearest point of the baselines.

13. Controls in the contiguous zone

The Prime Minister may make regulations for the exercise of controls necessary in the contiguous zone to prevent and punish infringement of the customs, fiscal, immigration or sanitary laws within Mauritius, its archipelagic waters, internal waters and territorial sea.

PART VI - EXCLUSIVE ECONOMIC ZONE

14. Exclusive economic zone

- (1) The exclusive economic zone of Mauritius is the area beyond and adjacent to the territorial sea of Mauritius that extends to the EEZ outer limit line.
- (2) The Prime Minister may, by regulations, prescribe the EEZ outer limit line.
- (3) For the purposes of this Part, "EEZ outer limit line" means a line of which every point is at a distance of 200 nautical miles from the nearest point of the baselines.

15. Rights, jurisdiction and duties of Mauritius in the EEZ

- (1) In accordance with international law and in particular Article 56 of UNCLOS, Mauritius has in the EEZ -
 - (a) sovereign rights -
 - (i) to explore and exploit, conserve and manage the natural resources, whether living or non-living, of the waters superjacent to the seabed and of the seabed and its subsoil; and
 - (ii) with regard to other activities for the economic exploitation and exploration of the EEZ, such as the production of energy from the water, currents and winds;

- (b) jurisdiction as provided for by international law with regard to -
 - (i) the establishment and use of artificial islands, installations and structures;
 - (ii) marine scientific research;
 - (iii) the protection and preservation of the marine environment; and
 - (c) such other rights and duties as may be provided for by international law.
- (2) The rights specified in this section with respect to the seabed and subsoil shall be exercised in accordance with international law and, in particular, Part VI of UNCLOS.

16. Exercise of jurisdiction by Mauritius in the EEZ

- (1) To enable Mauritius to exercise the sovereign rights and jurisdiction which it has in the EEZ, there is extended to that zone, to the extent recognised by international law, the law in force in Mauritius.
- (2) In particular, the law of Mauritius shall apply to artificial islands, installations and structures in the EEZ as if they were in the territorial sea.

17. Authority to explore and exploit the EEZ

The Prime Minister may make regulations to –

- (a) provide for the authorisation of persons to explore for natural resources in the EEZ, or to recover or attempt to recover any such resources, in accordance with such terms and conditions as may be determined by the Prime Minister;
- (b) regulate the laying of pipelines or cables in the EEZ;
- (c) provide for the authorisation and regulation of any drilling in the EEZ; and
- (d) regulate the construction, operation and use of –
 - (i) artificial islands;

- (ii) installations and structures for the purposes provided for in Article 56 of UNCLOS;
and
- (iii) installations and structures which may interfere with the exercise of the rights of Mauritius in its EEZ.

PART VII - CONTINENTAL SHELF

18. Continental shelf

- (1) The continental shelf of Mauritius comprises the seabed and subsoil of the submarine areas that extend beyond its territorial sea throughout the natural prolongation of its land territory -
 - (a) subject to paragraph 2 of Article 76 of UNCLOS, to the outer edge of the continental margin;
or
 - (b) where the outer edge of the continental margin does not extend up to that distance, a distance of 200 nautical miles from the baselines from which the breadth of the territorial sea is measured.
- (2) Where, by virtue of paragraph 2 of Article 76 of UNCLOS, the outer limits of the continental shelf require to be determined in accordance with paragraphs 4 to 6 of UNCLOS, the Prime Minister may make regulations to provide for the outer limit to be determined by any method specified in paragraph 4 of Article 76 of UNCLOS.

19. Rights of Mauritius over the continental shelf

- (1) In accordance with international law and in particular Article 77 of UNCLOS, and subject to subsection (1A), Mauritius shall exercise sovereign rights over the continental shelf to explore it and exploit its natural resources.
- (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.

Amended by [\[Act No. 6 of 2012\]](#)

- (2) The rights referred to in subsection (1) shall be exclusive in that, if Mauritius does not explore the continental shelf or exploit its natural resources, no one may undertake these activities without the express consent of Mauritius.
- (3) In accordance with Article 80 of UNCLOS, Mauritius has in the continental shelf the exclusive right to construct and to authorize and regulate the construction, operation and use of –
 - (a) artificial islands;
 - (b) installations and structures for the purposes provided for in Article 56 of UNCLOS and other economic purposes; and
 - (c) installations and structures which may interfere with the exercise of the rights of Mauritius in the continental shelf.
- (4) Mauritius has exclusive jurisdiction over such artificial islands, installations and structures, including jurisdiction with regard to customs, fiscal, health, safety and immigration laws and regulations.

20. Exercise of jurisdiction by Mauritius on the continental shelf

- (1) To enable Mauritius to exercise the sovereign rights and jurisdiction it has in the continental shelf, there is extended to the continental shelf, to the extent recognised by international law and subject to subsections (1A) and (1B), the law in force in Mauritius.
 - (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 in 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.

Amended by [\[Act No. 6 of 2012\]](#)

- (2) In particular, the law of Mauritius shall apply to artificial islands, installations and structures on the continental shelf as if they were in the territorial sea.

21. Authority to explore and exploit the continental shelf

- (1) The Prime Minister may make regulations to-
 - (a) provide for the authorisation of persons to explore for natural resources on the continental shelf, or to recover or attempt to recover any such resources, in accordance with such terms and conditions as may be determined by the Prime Minister;
 - (b) regulate the laying of pipelines or cables in the continental shelf;
 - (c) provide for the authorisation and regulation of any drilling in the continental shelf; and
 - (d) regulate the construction, operation and use of –
 - (i) artificial islands;
 - (ii) installations and structures for the purposes provided for in Article 77 of UNCLOS; and
 - (iii) installations and structures which may interfere with the exercise of the rights of Mauritius in the continental shelf.

- (2) For the purposes of this Part –

"natural resources" means -

- (a) the mineral and other non-living resources of the seabed and subsoil; and
- (b) the living organisms belonging to sedentary species;

"sedentary species" means organisms which, at their harvestable stage -

- (i) are immobile on or under the seabed; or
- (ii) are unable to move except in constant physical contact with the seabed or the subsoil.

PART VIIA - LAND-BASED OCEANIC INDUSTRY

21A. Interpretation

In this Part –

“areas of the sea” means such areas of the sea as may be prescribed;

“Chief Executive Officer” means the Chief Executive Officer of the Economic Development Board;

“economic activities” means such economic activities as may be prescribed;

“Economic Development Board” means the Economic Development Board established under the Economic Development Board Act 2017;

“Minister” means the Minister to whom responsibility for the subject of land-based oceanic industry is assigned;

“Permanent Secretary” means the Permanent Secretary of the Ministry responsible for the subject of land-based oceanic industry.

Amended by [\[Act No. 11 of 2017\]](#)

21B. Land-based oceanic industry

- (1) The prescribed areas of the sea shall, for the purposes of this Part, be used to develop a land-based oceanic industry in respect of such economic activities as may be prescribed.
- (2) No person shall carry out any economic activity in any of the areas of the sea unless the person –
 - (a) is a company incorporated or registered under the Companies Act;
 - (b) obtains, in relation to the areas of the sea, an authorisation in principle and in writing from the Permanent Secretary;
 - (c) obtains, in relation to the land lying near or adjoining the areas of the sea referred to in paragraph (b) required for the infrastructure, the necessary authorisation from the competent authority or owner of the land;
 - (d) obtains an EIA licence under the Environment Protection Act; and

(e) is the holder of a concession granted by the Prime Minister.

21C. Application for authorisation in principle

- (1) Every application for authorisation under section 21B(2)(b) shall –
 - (a) be made to the Chief Executive officer in such manner and in such form as he may determine; and
 - (b) be accompanied by –
 - (i) a full and detailed account of the proposed economic activity;
 - (ii) details of the construction, operations and maintenance of the necessary infrastructure for the development of the proposed economic activity;
 - (iii) an implementation plan relating to the proposed economic activity with full details, including a timeframe for its completion; and
 - (iv) such other particulars or information as may be required in the form of application;
 - (c) be dealt with in accordance with the Economic Development Board Act 2017.
- (2) The Economic Development Board shall make its recommendations on the application to the Permanent Secretary.
- (3) Upon the recommendations of the Economic Development Board, the Permanent Secretary may, subject to section 21D –
 - (a) approve the application and issue the authorisation, in principle, on such terms and conditions as he may determine; or
 - (b) reject the application and inform the applicant accordingly.

Amended by [Act No. 11 of 2017]

21D. Application for concession

- (1) Any company which has obtained an authorisation under section 21C(3) shall apply to the Prime

Minister for a concession in the areas of the sea in respect of its proposed economic activity.

- (2) On receipt of an application under subsection (1), the Prime Minister may, on the recommendations of the Minister and the Economic Development Board, grant to the applicant a concession by way of a deed of concession.
- (3) Any concession granted under subsection (2) shall –
 - (a) not exceed 30 years' duration and may be renewable for successive periods of 10 years;
 - (b) not be transferable except with the written authorisation of the Prime Minister;
 - (c) be subject to the concessionaire complying with the Act;
 - (d) be subject to such annual royalty, fees and charges as may be determined by the Prime Minister; and
 - (e) be subject to such other terms and conditions as may be prescribed by the Prime Minister.
- (4) The Prime Minister may, on the ground of public interest, limit the number of concessions granted under this Part.

Amended by [\[Act No. 11 of 2017\]](#)

21E. Mark-off area of concession

- (1) The concessionaire of any area of the sea shall clearly and visibly mark-off the area subject to the concession, in such manner as may be approved by the Prime Minister and shall properly maintain the marked-off area.
- (2) Every marked-off area shall be under the overall control and administration of the concessionaire.

21F. Suspension or cancellation of concession

- (1) Where a company obtains a concession under section 21D and the company –
 - (a) uses the area of the sea subject to the concession for any purpose other than that for which it has been granted, without the prior written approval of the Prime Minister;

- (b) utilises the area of the sea subject to the concession so as to constitute a nuisance, or to cause any detriment to, or be a source of pollution of, the natural resources and the environment;
- (c) fails to carry out, or insufficiently carries out, the economic activity subject to the concession; or
- (d) fails to comply with this Part, or any regulations made under the Act, or any of its obligations under the deed of concession,

the Prime Minister may suspend or cancel the concession.

- (2) The Prime Minister may, on the ground of public interest, or of the implementation of a project of national interest that modifies the status of the areas of the sea, remove a concession from a concessionaire, subject to payment of reasonable compensation to the concessionaire.

Added by [\[Act No. 20 of 2011\]](#)

PART VIII - MARINE SCIENTIFIC RESEARCH

22. Marine scientific research in the maritime zones

- (1) As provided by international law and in particular Article 245 of UNCLOS, Mauritius, in the exercise of its sovereignty, has the exclusive right to regulate, authorise and conduct marine scientific research in its territorial sea.
- (2) As provided by international law and in particular Article 246 of UNCLOS, Mauritius, in the exercise of its jurisdiction, has the right to regulate, authorise and conduct marine scientific research in its EEZ and on its continental shelf.

23. Regulation of marine scientific research in the maritime zones

- (1) Marine scientific research shall not be conducted in any maritime zone except with the express consent of the Prime Minister and in accordance with such regulations as may be made by the Prime Minister.
- (2) Regulations made under subsection (1) shall-

- (a) establish procedures to ensure that consent for marine scientific research is not delayed or denied unreasonably;
- (b) ensure that any person who is given consent for marine scientific research under this section makes the results of his work available to the Government of Mauritius; and
- (c) ensure that, in appropriate cases, intellectual property rights that Mauritius has in the use of any living or non-living resource, are recognised and vested in Mauritius.

PART IX - UNDERWATER CULTURAL HERITAGE

24. Underwater cultural heritage in internal waters, archipelagic waters and territorial sea

- (1) Mauritius, in the exercise of its sovereignty, has the exclusive right to regulate and authorise activities directed at underwater cultural heritage in its archipelagic waters, internal waters and territorial sea.
- (2) The Prime Minister may, notwithstanding any other enactment, make regulations for the purpose of regulating activities specified in subsection (1).

25. Maritime cultural zone

- (1) The maritime cultural zone of Mauritius is an area of sea coincident with the contiguous zone.
- (2) The Prime Minister may make regulations to regulate and authorise activities directed at underwater cultural heritage within the maritime cultural zone.

26. Underwater cultural heritage in the EEZ and continental shelf

The Prime Minister may, notwithstanding any other enactment, make regulations to prohibit or authorise any activity directed at underwater cultural heritage in the EEZ or the continental shelf to prevent interference with the sovereign rights and jurisdiction of Mauritius.

PART X - MISCELLANEOUS

27. Regulations

- (1) The Prime Minister may make such regulations as he thinks fit for the purposes of this Act.
- (2) Regulations made under this Act may provide for baselines and lines delineating maritime zones to be prescribed -
 - (a) as lists of geographical coordinates of points, specifying the geodetic datum;
 - (b) by reference to charts of a scale or scales adequate for ascertaining the position of the baselines and other limits; or
 - (c) where it is appropriate or necessary to do so, by using both the methods specified in paragraphs (a) and (b).
- (3) Without prejudice to the generality of subsection (1), regulations made by the Prime Minister under this section may, in particular -
 - (a) provide that any enactment that extends to a maritime zone shall extend to that zone with such amendment as may be prescribed by the regulations;
 - (b) prescribe fees, forms and procedures;
 - (c) provide for the payment of royalties and other charges, and the manner in which they shall be calculated;
 - (d) provide for the confiscation of property in respect of an offence committed in a maritime zone;
 - (e) provide for the appointment of officers necessary for the administration of the regulations and prescribe their powers and duties;
 - (f) provide for the amendment of the Schedules.

Amended by [\[Act No. 6 of 2012\]](#)

28. Offences

- (1) Any person who contravenes this Act or any regulations made under this Act shall commit an offence and shall be liable -

- (a) in the case of an individual, to a fine not exceeding 30,000,000 rupees or to imprisonment for a term not exceeding 5 years;
 - (b) in the case of a body corporate, to a fine not exceeding 150,000,000 rupees.
- (2) Where an offence committed by a body corporate under this Act is proved to have been committed with the consent or connivance of, or to be attributable to any neglect on the part of -
- (a) a director, manager, secretary or other similar officer of the body corporate; or
 - (b) person who was purporting to act in any such capacity,
- that person specified in paragraph (a) or (b) as well as the body corporate, shall commit an offence and be punished accordingly.
- (3) Where the affairs of a body corporate are managed by its members, subsection (2) shall apply in relation to the acts and defaults of a member in connection with the member's functions of management as if the member were a director of the body corporate.

29. Repeal

The following enactments are repealed –

- (a) the Maritime Zones Act;
- (b) the Continental Shelf Act; and
- (c) the Territorial Sea Act.

30. Consequential amendments

- (1) The Environment Protection Act 2002 is amended -
- (a) in section 49, by deleting the definition of "maritime zone" and replacing it by the following definition-

"maritime zone" has the same meaning as in the Maritime Zones Act.2005;
 - (b) in section 51 (2), by adding immediately after paragraph (f), the following new paragraph -

- (g) the control and prevention of pollution from or through the atmosphere, applicable to the air space under its sovereignty and to vessels flying its flag or vessels or aircraft of its registry .

(2) The Fisheries and Marine Resources Act is amended -

(a) in section 2 -

- (i) by deleting the definition of "Mauritius waters" and by inserting the following new definition in its appropriate alphabetical place –

"maritime zone" has the same meaning as in the Maritime Zones Act 2005;

- (ii) by deleting the definition of "territorial waters" and by inserting the following new definition in its appropriate alphabetical place -

"territorial sea" has the same meaning as in the Maritime Zones Act 2005;

(b) in section 7(1), by deleting paragraph (a) and replacing it by the following paragraph -

- (a) a maritime zone including, where appropriate, the seabed underlying the maritime zone;

- (c) by deleting the words "Mauritius waters" and "territorial waters" wherever they appear and replacing them by the words "any maritime zone" and "territorial sea" respectively.

(3) The Interpretation and General Clauses Act is amended in section 2 -

(a) by adding immediately after paragraph (b) the following new paragraph -

- (c) "archipelagic waters", "continental shelf", "EEZ", "historic waters", "internal waters", "maritime zone" and "territorial sea" have the same meaning as in the Maritime Zones Act 2005;

(b) by deleting the definition of "continental shelf",

(c) by inserting the following definition in its appropriate alphabetical place -

"Mauritius waters" means the territorial sea, internal waters, archipelagic waters, historic waters, the EEZ of Mauritius, and the water superjacent to its continental shelf;

- (4) The Merchant Shipping Act is amended in section 2, by inserting immediately after the definition of "Superintendent", the following definition -

"territorial waters of Mauritius" includes archipelagic waters;

- (5) The National Coast Guard Act is amended in section 2, by deleting the definition of "Maritime Zones" and replacing it by the following new definition -

"maritime zone" has the same meaning as in the Maritime Zones Act 2005;

- (6) The Petroleum Act is amended in section 2, by deleting the definition of "territorial sea".

31. Transitional and savings provisions

- (1) Pending the determination of baselines in accordance with this Act, the baselines, territorial sea, EEZ and continental shelf shall, for the purposes of this Act, be deemed to be those that existed under the enactments repealed under section 29 immediately before their repeal.
- (2) Any area of sea designated by the Prime Minister as historic waters under the Maritime Zones Act repealed by section 29 shall, on the coming into operation of this Act, be deemed to have been designated to be, and always to have been, historic waters of Mauritius in accordance with this Act.
- (3) Any agreement made for the purposes of the enactments repealed under section 29 and in force immediately before the coming into operation of this Act -
- (a) shall remain in force to the extent that it is not inconsistent with this Act; and
 - (b) shall be deemed to have been made under this Act.
- (4) The Prime Minister may make regulations making such further transitional, saving, consequential, incidental or supplementary provisions as may be necessary or expedient to bring this Act into effect.

32. Commencement

Proclaimed by [\[Proclamation No. 10 of 2005\]](#) w.e.f. 1st April 2005

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

Passed by the National Assembly on the fifteenth day of February two thousand and five.

Ram Ramjit Dowlutta
Clerk of the National Assembly

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

SCHEDULE - *Continued*

Coordinates ID	Latitude (decimal deg)	Longitude (decimal deg)
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
ECS 29	-5.15258312	59.65681839
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
ECS 36	-5.24105835	59.73344803
ECS 37	-5.25440645	59.74353409
ECS 38	-5.26792240	59.75340271
ECS 39	-5.28160143	59.76304626
ECS 40	-5.29543781	59.77246094
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

SCHEDULE - *Continued*

Coordinates ID	Latitude (decimal deg)	Longitude (decimal deg)
ECS 48	-6.32918072	61.19184875
ECS 49	-6.32654333	61.20837402
ECS 50	-6.32418060	61.22494888
ECS 51	-6.32209444	61.24155807
ECS 52	-6.32028484	61.25819778
ECS 53	-6.31875229	61.27486801
ECS 54	-6.31749725	61.29155731
ECS 55	-6.31652117	61.30826569
ECS 56	-6.31582165	61.32498932
ECS 57	-6.31540155	61.34172058
ECS 58	-6.31525993	61.35845566
ECS 59	-6.31539631	61.37519073
ECS 60	-6.31581163	61.39192200
ECS 61	-6.31650543	61.40864563
ECS 62	-6.31747723	61.42535400
ECS 63	-6.31872654	61.44204330
ECS 64	-6.32025385	61.45871353
ECS 65	-6.32205820	61.47535324
ECS 66	-6.32413960	61.49196243
ECS 67	-6.32649660	61.50853348
ECS 68	-6.32912970	61.52506638
ECS 69	-6.33203697	61.54154968
ECS 70	-6.33521795	61.55797958
ECS 71	-6.33867264	61.57435989
ECS 72	-6.34240007	61.59067917
ECS 73	-6.34639788	61.60693741

SCHEDULE - *Continued*

Coordinates ID	Latitude (decimal deg)	Longitude (decimal deg)
ECS 74	-6.35066462	61.62312317
ECS 75	-6.35520077	61.63923264
ECS 76	-6.36000395	61.65526581
ECS 77	-6.36507416	61.67122269
ECS 78	-6.37040901	61.68709183
ECS 79	-6.37600660	61.70286560
ECS 80	-6.38186646	61.71854782
ECS 81	-6.38798571	61.73412704
ECS 82	-6.39436436	61.74960709
ECS 83	-6.40099859	61.76497269
ECS 84	-6.40788794	61.78023148
ECS 85	-6.41503096	61.79537201
ECS 86	-6.42242527	61.81039810
ECS 87	-6.43006754	61.82529068
ECS 88	-6.43795681	61.84006119
ECS 89	-6.44609165	61.85469437
ECS 90	-6.45446777	61.86919403
ECS 91	-6.46308422	61.88354874
ECS 92	-6.47193909	61.89775848
ECS 93	-6.48102808	61.91181564
ECS 94	-6.49035025	61.92572784
ECS 95	-6.49990320	61.93947983
ECS 96	-6.50968266	61.95307159
ECS 97	-6.51968861	61.96650314
ECS 98	-6.52991676	61.97976303
ECS 99	-6.54036427	61.99285126

SCHEDULE - Continued

Coordinates ID	Latitude (decimal deg)	Longitude (decimal deg)
ECS 100	-6.55102587	62.00576401
ECS 101	-6.56190205	62.01849747
ECS 102	-6.57298803	62.03104782
ECS 103	-6.58428144	62.04341125
ECS 104	-6.59578037	62.05558777
ECS 105	-6.60747910	62.06757355
ECS 106	-6.64228535	62.14421082
ECS 107	-6.64349413	62.14431381
ECS 108	-6.66018200	62.14571762
ECS 109	-6.67687464	62.14706802
ECS 110	-6.69357014	62.14837265
ECS 111	-6.71026993	62.14962769
ECS 112	-6.72697210	62.15083694
ECS 113	-6.74367857	62.15199661
ECS 114	-6.76038790	62.15311050
ECS 115	-6.77710056	62.15417862
ECS 116	-6.79381609	62.15519714
ECS 117	-6.81053400	62.15616989
ECS 118	-6.82725477	62.15709305
ECS 119	-6.84397793	62.15797043
ECS 120	-6.86070395	62.15879440
ECS 121	-6.87743282	62.15957642
ECS 122	-6.89416313	62.16030884
ECS 123	-6.90895700	62.16091537
ECS 124	-6.91269541	62.17265320
ECS 125	-6.91794109	62.18856430

SCHEDULE - *Continued*

Coordinates ID	Latitude (decimal deg)	Longitude (decimal deg)
ECS 126	-6.92334414	62.20442963
ECS 127	-6.92890596	62.22024155
ECS 128	-6.93462420	62.23598862
ECS 129	-6.94049788	62.25168228
ECS 130	-6.94652843	62.26731491
ECS 131	-6.95271444	62.28289032
ECS 132	-6.95905590	62.29840469
ECS 133	-6.96554995	62.31385040
ECS 134	-6.97219896	62.32923508
ECS 135	-6.97900009	62.34455109
ECS 136	-6.98595285	62.35979462
ECS 137	-6.99305725	62.37496948
ECS 138	-7.00031376	62.39007950
ECS 139	-7.00771809	62.40510941
ECS 140	-7.01527262	62.42007065
ECS 141	-7.02297592	62.43495178
ECS 142	-7.03082609	62.44975662
ECS 143	-7.03882408	62.46448517
ECS 144	-7.04696798	62.47912598
ECS 145	-7.05525827	62.49369049
ECS 146	-7.06369352	62.50817871
ECS 147	-7.07227278	62.52257156
ECS 148	-7.08099365	62.53688812
ECS 149	-7.08985615	62.55110931
ECS 150	-7.09886122	62.56524277
ECS 151	-7.10800505	62.57928848

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SCHEDULE - *Continued*

Coordinates ID	Latitude (decimal deg)	Longitude (decimal deg)
ECS 152	-7.11728811	62.59323883
ECS 153	-7.12671137	62.60710144
ECS 154	-7.13627148	62.62086487
ECS 155	-7.14596748	62.63453293
ECS 156	-7.15579844	62.64810181
ECS 157	-7.16576481	62.66157913
ECS 158	-7.17586517	62.67495346
ECS 159	-7.18609715	62.68822861
ECS 160	-7.19646263	62.70139694
ECS 161	-7.20695877	62.71446228
ECS 162	-7.21758318	62.72742462
ECS 163	-7.22833681	62.74028015
ECS 164	-7.23921728	62.75302505
ECS 165	-7.25022507	62.76566696
ECS 166	-7.26135778	62.77819824
ECS 167	-7.27261400	62.79061127
ECS 168	-7.28399372	62.80291367
ECS 169	-7.29549551	62.81510544
ECS 170	-7.30711746	62.82718277
ECS 171	-7.31886101	62.83914566
ECS 172	-7.33071995	62.85098267
ECS 173	-7.34269810	62.86270523
ECS 174	-7.35479164	62.87430954
ECS 175	-7.36700201	62.88578796
ECS 176	-7.37932396	62.89714813
ECS 177	-7.39175987	62.90838623

SCHEDULE - *Continued*

Coordinates ID	Latitude (decimal deg)	Longitude (decimal deg)
ECS 178	-7.40430641	62.91949844
ECS 179	-7.41696167	62.93048477
ECS 180	-7.42972660	62.94134140
ECS 181	-7.44259834	62.95207214
ECS 182	-7.45557690	62.96267700
ECS 183	-7.46866083	62.97314835
ECS 184	-7.48184776	62.98348999
ECS 185	-7.49513769	62.99370193
ECS 186	-7.50852728	63.00377655
ECS 187	-7.91089344	63.30073547
ECS 188	-8.63939953	63.99520874
ECS 189	-8.64674473	64.00283813
ECS 190	-8.65851116	64.01480865
ECS 191	-8.67039585	64.02666473
ECS 192	-8.68239594	64.03840637
ECS 193	-8.69451237	64.05001831
ECS 194	-8.70674229	64.06151581
ECS 195	-8.71908665	64.07288361
ECS 196	-8.73154259	64.08412933
ECS 197	-8.74411106	64.09525299
ECS 198	-8.75678825	64.10624695
ECS 199	-8.76957417	64.11711884
ECS 200	-8.78246784	64.12786102
ECS 201	-8.79546642	64.13847351
ECS 202	-8.80856991	64.14895630
ECS 203	-8.82177639	64.15930176

SCHEDULE - *Continued*

Coordinates ID	Latitude (decimal deg)	Longitude (decimal deg)
ECS 204	-8.83508396	64.16952515
ECS 205	-8.84849358	64.17960358
ECS 206	-8.86200142	64.18955231
ECS 207	-8.87560654	64.19937134
ECS 208	-8.88930893	64.20904541
ECS 209	-8.90310764	64.21858215
ECS 210	-8.91699982	64.22798157
ECS 211	-8.93098354	64.23724365
ECS 212	-8.94505882	64.24636841
ECS 213	-8.95922375	64.25534821
ECS 214	-8.97347832	64.26418304
ECS 215	-8.98781776	64.27288055
ECS 216	-9.00224400	64.28143311
ECS 217	-9.01675510	64.28984070
ECS 218	-9.03134918	64.29809570
ECS 219	-9.04602337	64.30621338
ECS 220	-9.06077766	64.31417847
ECS 221	-9.72202778	64.66599274
ECS 222	-9.73690510	64.67373657
ECS 223	-9.75185776	64.68132782
ECS 224	-9.76688576	64.68877411
ECS 225	-9.78198719	64.69606781
ECS 226	-9.79715919	64.70320892
ECS 227	-9.81239986	64.71019745
ECS 228	-9.82771015	64.71703339
ECS 229	-9.84308815	64.72371674

SCHEDULE - *Continued*

Coordinates ID	Latitude (decimal deg)	Longitude (decimal deg)
ECS 230	-9.85853100	64.73023987
ECS 231	-9.87403774	64.73661041
ECS 232	-9.88960648	64.74282837
ECS 233	-9.90523720	64.74888611
ECS 234	-9.92092419	64.75479126
ECS 235	-9.93666935	64.76053619
ECS 236	-9.95247269	64.76611328
ECS 237	-9.96832848	64.77153778
ECS 238	-9.98423862	64.77680206
ECS 239	-10.00019836	64.78191376
ECS 240	-10.01620960	64.78685760
ECS 241	-10.03226757	64.79164124
ECS 242	-10.04837227	64.79626465
ECS 243	-10.06452084	64.80072021
ECS 244	-10.08071423	64.80502319
ECS 245	-10.09694862	64.80915070
ECS 246	-10.11322403	64.81312561
ECS 247	-10.12953854	64.81693268
ECS 248	-10.14588833	64.82057953
ECS 249	-10.16227436	64.82405090
ECS 250	-10.17869282	64.82736206
ECS 251	-10.19514370	64.83051300
ECS 252	-10.21162510	64.83348846
ECS 253	-10.22813511	64.83630371
ECS 254	-10.24467182	64.83895874
ECS 255	-10.26123428	64.84143829

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SCHEDULE - *Continued*

Coordinates ID	Latitude (decimal deg)	Longitude (decimal deg)
ECS 256	-10.27782059	64.84375000
ECS 257	-10.29442883	64.84589386
ECS 258	-10.31105804	64.84787750
ECS 259	-10.32770443	64.84968567
ECS 260	-10.34436989	64.85132599
ECS 261	-10.36104870	64.85280609
ECS 262	-10.37774277	64.85411072
ECS 263	-10.39444828	64.85524750
ECS 264	-10.41116428	64.85622406
ECS 265	-10.42788887	64.85702515
ECS 266	-10.44462109	64.85765076
ECS 267	-10.46135712	64.85812378
ECS 268	-10.47809792	64.85841370
ECS 269	-10.49031353	64.85850525
ECS 270	-10.49157715	64.85778809
ECS 271	-10.50604057	64.84926605
ECS 272	-10.52036285	64.84049225
ECS 273	-10.53453636	64.83148956
ECS 274	-10.54855919	64.82224274
ECS 275	-10.56242657	64.81275940
ECS 276	-11.53587055	64.56176758
ECS 277	-11.54926395	64.56311798
ECS 278	-11.56594849	64.56450653
ECS 279	-11.58265495	64.56561279
ECS 280	-11.59937763	64.56644440
ECS 281	-11.61611176	64.56698608

SCHEDULE - *Continued*

Coordinates ID	Latitude (decimal deg)	Longitude (decimal deg)
ECS 282	-11.63285160	64.56725311
ECS 283	-11.64959335	64.56723022
ECS 284	-11.66633320	64.56692505
ECS 285	-11.68306541	64.56633759
ECS 286	-11.69978523	64.56546783
ECS 287	-11.71648884	64.56431580
ECS 288	-11.73317146	64.56288147
ECS 289	-11.74982834	64.56115723
ECS 290	-11.76645279	64.55915833
ECS 291	-11.78304386	64.55688477
ECS 292	-11.79959488	64.55432129
ECS 293	-11.81610012	64.55148315
ECS 294	-11.83255959	64.54836273
ECS 295	-11.84896374	64.54496002
ECS 296	-11.85276985	64.54411316
ECS 297	-11.86732674	64.53952789
ECS 298	-11.88326836	64.53433990
ECS 299	-11.89915848	64.52898407
ECS 300	-11.91499519	64.52346039
ECS 301	-11.93077564	64.51778412
ECS 302	-11.94649982	64.51194763
ECS 303	-11.96216488	64.50595093
ECS 304	-11.97776890	64.49979401
ECS 305	-11.99331379	64.49347687
ECS 306	-12.00879383	64.48699951
ECS 307	-12.02420902	64.48036957

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SCHEDULE - *Continued*

Coordinates ID	Latitude (decimal deg)	Longitude (decimal deg)
ECS 308	-12.03956032	64.47357941
ECS 309	-12.05484200	64.46662903
ECS 310	-12.07005405	64.45952606
ECS 311	-12.08519459	64.45227814
ECS 312	-12.10026455	64.44486237
ECS 313	-12.11526108	64.43729401
ECS 314	-12.13018131	64.42958069
ECS 315	-12.14502525	64.42170715
ECS 316	-12.15979004	64.41368866
ECS 317	-12.17447376	64.40551758
ECS 318	-12.18907642	64.39720154
ECS 319	-12.20359898	64.38872528
ECS 320	-12.21803570	64.38011169
ECS 321	-12.22765923	64.37423706
ECS 322	-12.22867489	64.37349701
ECS 323	-12.24215317	64.36339569
ECS 324	-12.25546074	64.35307312
ECS 325	-12.26859665	64.34251404
ECS 326	-12.28155994	64.33174133
ECS 327	-12.29434299	64.32074738
ECS 328	-12.30694199	64.30953217
ECS 329	-12.31935501	64.29811096
ECS 330	-12.33158112	64.28647614
ECS 331	-12.34361267	64.27463531
ECS 332	-12.35544777	64.26259613
ECS 333	-12.36708546	64.25035095

SCHEDULE - *Continued*

Coordinates ID	Latitude (decimal deg)	Longitude (decimal deg)
ECS 334	-12.37851810	64.23790741
ECS 335	-12.38974571	64.22527313
ECS 336	-12.40076351	64.21245575
ECS 337	-12.41156864	64.19944763
ECS 338	-12.42216015	64.18625641
ECS 339	-12.43253326	64.17288208
ECS 340	-12.44268513	64.15933228
ECS 341	-12.45261288	64.14561462
ECS 342	-12.46231174	64.13173676
ECS 343	-12.47178364	64.11769104
ECS 344	-12.48102188	64.10347748
ECS 345	-12.49002647	64.08911133
ECS 346	-12.49879360	64.07460022
ECS 347	-12.50732136	64.05993652
ECS 348	-12.51560688	64.04513550
ECS 349	-12.52364826	64.03018188
ECS 350	-12.53144264	64.01510620
ECS 351	-12.53898716	63.99989319
ECS 352	-12.54628086	63.98455811
ECS 353	-12.55332184	63.96909332
ECS 354	-12.56010818	63.95351791
ECS 355	-12.56663799	63.93782425
ECS 356	-12.57290745	63.92202377
ECS 357	-12.57891941	63.90611267
ECS 358	-12.58466625	63.89011002
ECS 359	-12.59015179	63.87400436

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SCHEDULE - *Continued*

Coordinates ID	Latitude (decimal deg)	Longitude (decimal deg)
ECS 360	-12.59537029	63.85780716
ECS 361	-12.60032272	63.84152603
ECS 362	-12.60500622	63.82516098
ECS 363	-13.46895790	63.30273819
ECS 364	-13.48847485	63.30590820
ECS 365	-13.50505543	63.30826950
ECS 366	-13.52167130	63.31034470
ECS 367	-13.53831768	63.31214142
ECS 368	-13.55499172	63.31365204
ECS 369	-13.57168865	63.31488419
ECS 370	-13.58840275	63.31582642
ECS 371	-13.60513020	63.31648254
ECS 372	-13.62186623	63.31686020
ECS 373	-13.63860512	63.31694412
ECS 374	-13.65534401	63.31674576
ECS 375	-13.67207718	63.31626511
ECS 376	-13.68880081	63.31549835
ECS 377	-13.70550919	63.31444550
ECS 378	-13.72219753	63.31311035
ECS 379	-13.73886299	63.31148529
ECS 380	-13.75549793	63.30958176
ECS 381	-13.77209949	63.30739594
ECS 382	-13.78866482	63.30492020
ECS 383	-13.80518627	63.30216599
ECS 384	-13.82166004	63.29912949
ECS 385	-13.83808231	63.29581070

SCHEDULE - *Continued*

Coordinates ID	Latitude (decimal deg)	Longitude (decimal deg)
ECS 386	-13.85444927	63.29221344
ECS 387	-13.87075520	63.28833771
ECS 388	-13.88699532	63.28418350
ECS 389	-13.90316677	63.27975082
ECS 390	-13.91926098	63.27504349
ECS 391	-13.93527794	63.27006149
ECS 392	-13.95121098	63.26480484
ECS 393	-13.96705627	63.25927734
ECS 394	-13.98280811	63.25347900
ECS 395	-13.99846554	63.24740982
ECS 396	-15.00259304	63.22919846
ECS 397	-15.01154613	63.23255157
ECS 398	-15.02736378	63.23817825
ECS 399	-15.04327106	63.24353790
ECS 400	-15.05926418	63.24862289
ECS 401	-15.07533455	63.25342941
ECS 402	-15.09148216	63.25796509
ECS 403	-15.10770130	63.26222229
ECS 404	-15.12398624	63.26620483
ECS 405	-15.14033318	63.26990509
ECS 406	-15.15673828	63.27332306
ECS 407	-15.17319489	63.27646255
ECS 408	-15.18970108	63.27931213
ECS 409	-15.20625210	63.28188705
ECS 410	-15.22284031	63.28417969
ECS 411	-15.23946476	63.28618240

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SCHEDULE - *Continued*

Coordinates ID	Latitude (decimal deg)	Longitude (decimal deg)
ECS 412	-15.25611877	63.28790283
ECS 413	-15.27279758	63.28933334
ECS 414	-15.28949738	63.29048157
ECS 415	-15.30621433	63.29133606
ECS 416	-15.32294273	63.29191208
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ECS 418	-15.35641479	63.29219437
ECS 419	-15.37314892	63.29190826
ECS 420	-15.38987637	63.29132843
ECS 421	-15.40659332	63.29046631
ECS 422	-15.42329121	63.28931046
ECS 423	-15.43997192	63.28787613
ECS 424	-15.45662403	63.28615189
ECS 425	-15.47324753	63.28414154
ECS 426	-15.48983574	63.28184128
ECS 427	-15.50638485	63.27925873
ECS 428	-15.52288914	63.27639389
ECS 429	-15.53934574	63.27324677
ECS 430	-15.55574894	63.26981354
ECS 431	-15.57209492	63.26609802
ECS 432	-15.58837700	63.26210403
ECS 433	-15.60459232	63.25782776
ECS 434	-15.62073612	63.25327301
ECS 435	-15.63680649	63.24843979
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SCHEDULE - *Continued*

Coordinates ID	Latitude (decimal deg)	Longitude (decimal deg)
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ECS 439	-15.70023251	63.22635269
ECS 440	-15.71585274	63.22015381
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ECS 442	-15.74678612	63.20695114
ECS 443	-15.76208591	63.19994736
ECS 444	-15.77727318	63.19268036
ECS 445	-15.79233932	63.18515778
ECS 446	-15.80728149	63.17736816
ECS 447	-15.82209682	63.16932678
ECS 448	-15.83677864	63.16102982
ECS 449	-15.85132599	63.15247726
ECS 450	-15.86573219	63.14367294
ECS 451	-15.87999344	63.13462830
ECS 452	-15.89410686	63.12532806
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35	-15.59972222	63.04955556
36	-15.22291667	62.91305556
37	-14.99580556	62.80525000
38	-14.37400000	62.46211111
39	-13.48758333	61.56097222
40	-12.98025000	60.39572222
41	-12.93102778	59.04275000
42	-12.93450000	59.02105556
43	-11.61919444	59.89227778

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SCHEDULE - *Continued*

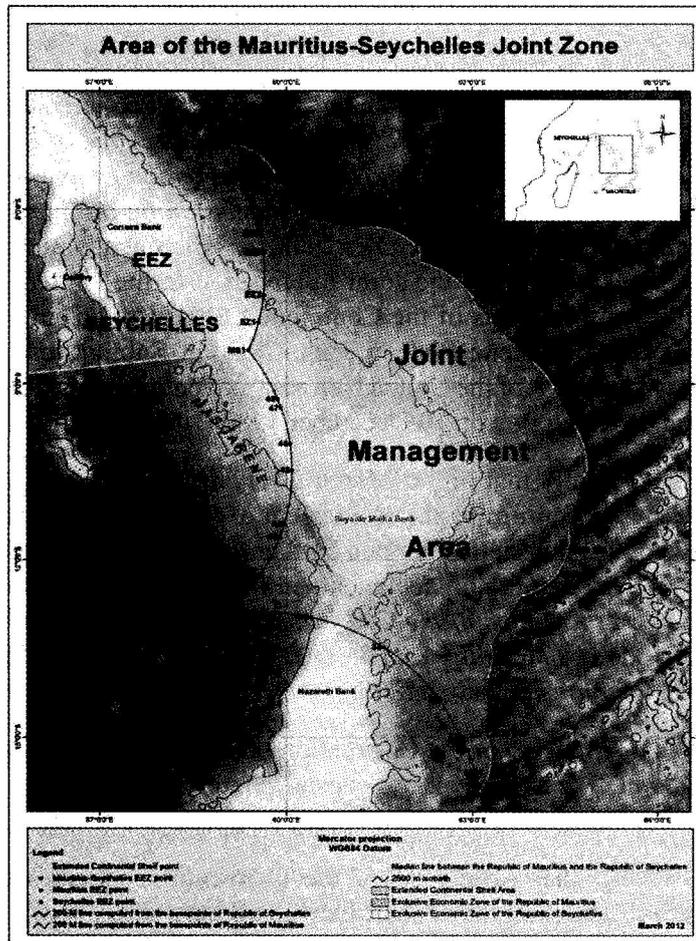
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46	-10.02905556	60.05661111
47	-9.41155556	59.90933333
48	-9.26716667	59.85652778
MS 1	-8.43648564	59.38658331
EZ1	-7.95331969	59.54675947
EZ2	-7.47748800	59.63139861
EZ3	-6.74310167	59.62970689
EZ4	-6.42679378	59.57978517
EZ5	-5.41164578	59.19109953

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 –



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 exploring the 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:

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 EC5269, thence through points EC5270 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 to point 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 MS 1 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 ECS 1 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 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**

.....
Dr the Hon Navinchandra RAMGOOLAM,
GCSK., FRCP
Prime Minister

.....
H. E Mr. James Alix MICHEL
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
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

THIRD SCHEDULE - *Continued*

Coordinates ID	Latitude (decimal deg)	Longitude (decimal deg)
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ECS 26	-5.11751652	59.62093353
ECS 27	-5.12900496	59.63308716
ECS 28	-5.14069462	59.64505005
ECS 29	-5.15258312	59.65681839
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
ECS 36	-5.24105835	59.73344803
ECS 37	-5.25440645	59.74353409
ECS 38	-5.26792240	59.75340271
ECS 39	-5.28160143	59.76304626
ECS 40	-5.29543781	59.77246094
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

THIRD SCHEDULE - *Continued*

Coordinates ID	Latitude (decimal deg)	Longitude (decimal deg)
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ECS 53	-6.31875229	61.27486801
ECS 54	-6.31749725	61.29155731
ECS 55	-6.31652117	61.30826569
ECS 56	-6.31582165	61.32498932
ECS 57	-6.31540155	61.34172058
ECS 58	-6.31525993	61.35845566
ECS 59	-6.31539631	61.37519073
ECS 60	-6.31581163	61.39192200
ECS 61	-6.31650543	61.40864563
ECS 62	-6.31747723	61.42535400
ECS 63	-6.31872654	61.44204330
ECS 64	-6.32025385	61.45871353
ECS 65	-6.32205820	61.47535324
ECS 66	-6.32413960	61.49196243
ECS 67	-6.32649660	61.50853348
ECS 68	-6.32912970	61.52506638
ECS 69	-6.33203697	61.54154968
ECS 70	-6.33521795	61.55797958
ECS 71	-6.33867264	61.57435989
ECS 72	-6.34240007	61.59067917
ECS 73	-6.34639788	61.60693741

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THIRD SCHEDULE - *Continued*

Coordinates ID	Latitude (decimal deg)	Longitude (decimal deg)
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ECS 77	-6.36507416	61.67122269
ECS 78	-6.37040901	61.68709183
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ECS 80	-6.38186646	61.71854782
ECS 81	-6.38798571	61.73412704
ECS 82	-6.39436436	61.74960709
ECS 83	-6.40099859	61.76497269
ECS 84	-6.40788794	61.78023148
ECS 85	-6.41503096	61.79537201
ECS 86	-6.42242527	61.81039810
ECS 87	-6.43006754	61.82529068
ECS 88	-6.43795681	61.84006119
ECS 89	-6.44609165	61.85469437
ECS 90	-6.45446777	61.86919403
ECS 91	-6.46308422	61.88354874
ECS 92	-6.47193909	61.89775848
ECS 93	-6.48102808	61.91181564
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ECS 95	-6.49990320	61.93947983
ECS 96	-6.50968266	61.95307159
ECS 97	-6.51968861	61.96650314
ECS 98	-6.52991676	61.97976303

THIRD SCHEDULE - *Continued*

Coordinates ID	Latitude (decimal deg)	Longitude (decimal deg)
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ECS 102	-6.57298803	62.03104782
ECS 103	-6.58428144	62.04341125
ECS 104	-6.59578037	62.05558777
ECS 105	-6.60747910	62.06757355
ECS 106	-6.64228535	62.14421082
ECS 107	-6.64349413	62.14431381
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ECS 109	-6.67687464	62.14706802
ECS 110	-6.69357014	62.14837265
ECS 111	-6.71026993	62.14962769
ECS 112	-6.72697210	62.15083694
ECS 113	-6.74367857	62.15199661
ECS 114	-6.76038790	62.15311050
ECS 115	-6.77710056	62.15417862
ECS 116	-6.79381609	62.15519714
ECS 117	-6.81053400	62.15616989
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ECS 120	-6.86070395	62.15879440
ECS 121	-6.87743282	62.15957642
ECS 122	-6.89416313	62.16030884
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THIRD SCHEDULE - *Continued*

Coordinates ID	Latitude (decimal deg)	Longitude (decimal deg)
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ECS 131	-6.95271444	62.28289032
ECS 132	-6.95905590	62.29840469
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ECS 134	-6.97219896	62.32923508
ECS 135	-6.97900009	62.34455109
ECS 136	-6.98595285	62.35979462
ECS 137	-6.99305725	62.37496948
ECS 138	-7.00031376	62.39007950
ECS 139	-7.00771809	62.40510941
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ECS 141	-7.02297592	62.43495178
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THIRD SCHEDULE - *Continued*

Coordinates ID	Latitude (decimal deg)	Longitude (decimal deg)
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ECS 160	-7.19646263	62.70139694
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ECS 163	-7.22833681	62.74028015
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ECS 170	-7.30711746	62.82718277
ECS 171	-7.31886101	62.83914566
ECS 172	-7.33071995	62.85098267
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THIRD SCHEDULE - *Continued*

Coordinates ID	Latitude (decimal deg)	Longitude (decimal deg)
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ECS 180	-7.42972660	62.94134140
ECS 181	-7.44259834	62.95207214
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ECS 183	-7.46866083	62.97314835
ECS 184	-7.48184776	62.98348999
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ECS 186	-7.50852728	63.00377655
ECS 187	-7.91089344	63.30073547
ECS 188	-8.63939953	63.99520874
ECS 189	-8.64674473	64.00283813
ECS 190	-8.65851116	64.01480865
ECS 191	-8.67039585	64.02666473
ECS 192	-8.68239594	64.03840637
ECS 193	-8.69451237	64.05001831
ECS 194	-8.70674229	64.06151581
ECS 195	-8.71908665	64.07288361
ECS 196	-8.73154259	64.08412933
ECS 197	-8.74411106	64.09525299
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THIRD SCHEDULE - *Continued*

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ECS 202	-8.80856991	64.14895630
ECS 203	-8.82177639	64.15930176
ECS 204	-8.83508396	64.16952515
ECS 205	-8.84849358	64.17960358
ECS 206	-8.86200142	64.18955231
ECS 207	-8.87560654	64.19937134
ECS 208	-8.88930893	64.20904541
ECS 209	-8.90310764	64.21858215
ECS 210	-8.91699982	64.22798157
ECS 211	-8.93098354	64.23724365
ECS 212	-8.94505882	64.24636841
ECS 213	-8.95922375	64.25534821
ECS 214	-8.97347832	64.26418304
ECS 215	-8.98781776	64.27288055
ECS 216	-9.00224400	64.28143311
ECS 217	-9.01675510	64.28984070
ECS 218	-9.03134918	64.29809570
ECS 219	-9.04602337	64.30621338
ECS 220	-9.06077766	64.31417847
ECS 221	-9.72202778	64.66599274
ECS 222	-9.73690510	64.67373657
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THIRD SCHEDULE - *Continued*

Coordinates ID	Latitude (decimal deg)	Longitude (decimal deg)
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ECS 227	-9.81239986	64.71019745
ECS 228	-9.82771015	64.71703339
ECS 229	-9.84308815	64.72371674
ECS 230	-9.85853100	64.73023987
ECS 231	-9.87403774	64.73661041
ECS 232	-9.88960648	64.74282837
ECS 233	-9.90523720	64.74888611
ECS 234	-9.92092419	64.75479126
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ECS 236	-9.95247269	64.76611328
ECS 237	-9.96832848	64.77153778
ECS 238	-9.98423862	64.77680206
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ECS 240	-10.01620960	64.78685760
ECS 241	-10.03226757	64.79164124
ECS 242	-10.04837227	64.79626465
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ECS 244	-10.08071423	64.80502319
ECS 245	-10.09694862	64.80915070
ECS 246	-10.11322403	64.81312561
ECS 247	-10.12953854	64.81693268

THIRD SCHEDULE - *Continued*

Coordinates ID	Latitude (decimal deg)	Longitude (decimal deg)
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ECS 249	-10.16227436	64.82405090
ECS 250	-10.17869282	64.82736206
ECS 251	-10.19514370	64.83051300
ECS 252	-10.21162510	64.83348846
ECS 253	-10.22813511	64.83630371
ECS 254	-10.24467182	64.83895874
ECS 255	-10.26123428	64.84143829
ECS 256	-10.27782059	64.84375000
ECS 257	-10.29442883	64.84589386
ECS 258	-10.31105804	64.84787750
ECS 259	-10.32770443	64.84968567
ECS 260	-10.34436989	64.85132599
ECS 261	-10.36104870	64.85280609
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ECS 263	-10.39444828	64.85524750
ECS 264	-10.41116428	64.85622406
ECS 265	-10.42788887	64.85702515
ECS 266	-10.44462109	64.85765076
ECS 267	-10.46135712	64.85812378
ECS 268	-10.47809792	64.85841370
ECS 269	-10.49031353	64.85850525
ECS 270	-10.49157715	64.85778809
ECS 271	-10.50604057	64.84926605

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THIRD SCHEDULE - *Continued*

Coordinates ID	Latitude (decimal deg)	Longitude (decimal deg)
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THIRD SCHEDULE - *Continued*

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FOURTH SCHEDULE

[Section 20]

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 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 JOINTMANAGEMENTAREA

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: INSTITUTIONALAND REGULATORYARRANGEMENTS

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;
 - iv. 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 Mauritius**

**For the Government
of the Republic Seychelles**

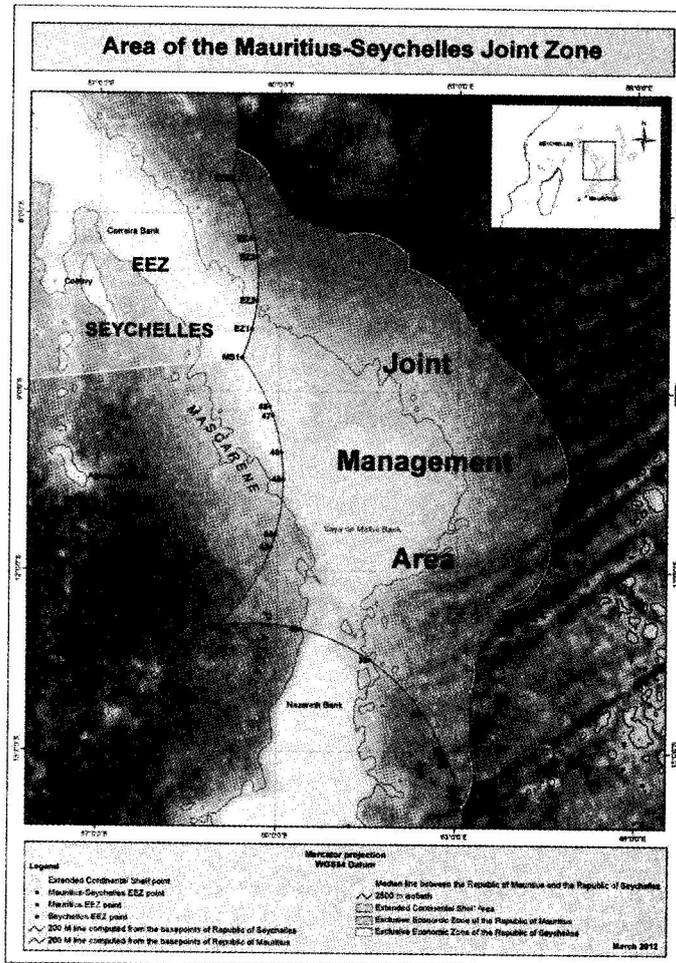
.....
Dr the Hon Navinchandra RAMGOOLAM,
GCSK, FRCP
Prime Minister

.....
H. E. James Alix MICHEL
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,

iv. 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.

Added by [\[Act No. 6 of 2012\]](#)