

National Agricultural Products Regulations 2013

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THE NATIONAL AGRICULTURAL PRODUCTS REGULATORY OFFICE ACT 2013

Regulations made by the Minister under section 24 of the National Agricultural Products Regulatory Office Act 2013

PART I – PRELIMINARY

1. These regulations may be cited as the National Agricultural Products Regulations 2013.

2. In these regulations –

“Act” means the National Agricultural Products Regulatory Office Act 2013;

“air-curing” means the process of curing green tobacco without the aid of artificial heat, except to the extent necessary to dry the green tobacco or reduce any excessive moisture in it;

“approved accountant” means an accountant duly approved by NAPRO;

“Audited Statement of Accounts” means a duly audited financial statement of a producer for a contractual tea year;

“barn” means a building used for the curing of green tobacco;

“black tea product” means the product derived from the processing of fermented green leaves;

“broken mixed fannings” means a low grade tea product containing a small percentage of tea product and a high percentage of fibre;

“clearance” means a clearance given under section 18 of the Act;

“curing” means the process of yellowing, fixing the colour and drying green tobacco for producing a type of tobacco, and includes –

(a) air curing;

(b) flue-curing; and

(c) sun-curing;

“food handler’s certificate” means a food handler’s certificate issued in accordance with the Food Regulations 1998;

“fire curing” means the process of curing green tobacco with the aid of artificial heat obtained from open fires inside the barn;

“flue-curing” –

- (a) means the process of curing green tobacco with the aid of artificial heat in a barn fitted with flues for that purpose;
- (b) does not include air-curing or the process of drying leaf tobacco in a barn fitted with flues for flue-curing;

“fresh meat” means meat derived from freshly slaughtered animals and which has not been subjected to any process with a view to prolonging its keeping quality;

“game” means deer and wild boar;

“green tea product” means the product derived from the processing of unfermented green leaves;

“Government Veterinary Services” means the Government Veterinary Services of the Ministry of Agro-Industry and Food Security;

“green tobacco” means tobacco leaf which has not been not cured;

“licence” means a licence issued under section 9 of the Act;

“licensee” means the holder of a licence;

“meat shop”–

- (a) means any establishment used for retail sale of fresh meat; and
- (b) includes a market stall;

“meat shop operator” means a person who is licensed to operate a meat shop;

“milch cattle” means cattle reared for milk production;

“National Plants Protection Office” means the National Plants Protection Office established under the Plant Protection Office Act;

“Production Accounts” means a set of accounts showing the costs of the different items used in the manufacture of tea products for any contractual tea year;

“Production and Sales Statement” means a statement showing green leaf received, green leaf processed, tea products made during any contractual tea year and the way in which the tea products made are disposed of by 30 June in a contractual tea year;

“slaughterhouse operator” means a person who is licensed to operate a slaughterhouse;

“slaughter release certificate” means a certificate issued by the Government Veterinary Services;

“sun-curing” –

- (a) means the process of curing green tobacco by exposing it to the sun; and

(b) includes the process of subjecting green tobacco to wilting prior to exposing it to the sun;

“tea” includes green leaves;

“tea blender” means a producer who is duly licensed by NAPRO to blend tea products;

“tea blending plant” means a plant for the blending of different grades of tea products;

“tea factory” means a factory where green leaf is manufactured into a tea product;

“tea nursery” means an area of land used for cultivation of young tea for the purpose of transplantation;

“tea packer” means a producer who is duly licensed by NAPRO to pack blended or unblended tea products;

“tea packing plant” means a plant for the packing of blended or unblended tea products;

“tea seed garden” means land under cultivation of mature tea for seed production;

“tea waste” means tea sweepings, tea fluff, tea fibre, tea stalks, or any item or substance collected during the process of manufacture, sorting and storage of tea products;

“tobacco warehouse” means a building, approved by NAPRO, for the purchase, handling and storage of leaf tobacco intended for sale;

“type of tobacco” means any leaf tobacco which has been cured;

“unwholesome meat” means meat which is tainted, discoloured, stale, unclean, contaminated, unsound, or unfit for human consumption;

“veterinary officer” means a Government Veterinary Officer.

PART II – LICENCE AND CLEARANCE FEES

- 3.** (1) Where any person applies for a licence, his application shall –
- (a) be accompanied by the appropriate fee specified in Part I of the First Schedule; and
 - (b) in addition to any other condition as may be imposed by NAPRO, be subject to the conditions set out in Part II of the First Schedule.
- (2) Where any person applies for clearance, his application shall –
- (a) be in the form and manner set out in Part I of the Second Schedule;
 - (b) be accompanied by the appropriate fee specified in Part II of the Second Schedule; and

(c) in addition to any other condition as may be imposed by NAPRO, be subject to the conditions set out in Part III of the Second Schedule.

(3) Where any person applies for clearance, the application shall, in addition to any other document that NAPRO may require, be accompanied by –

(a) in the case of leaf tobacco, a permit issued by the National Plants Protection Office under the Plant Protection Act;

(b) in the case of tea products, a phytosanitary certificate issued by the appropriate authority of the country of origin.

(4) Where, following an application under paragraphs (1) and (2), NAPRO grants any licence or issues any clearance, the applicant shall pay the appropriate fee specified in the Part I of the First Schedule and Part II of the Second Schedule, respectively.

(5) Where, in relation to a licensee other than a licensee for the activity specified in section 8(1)(i) of the Act, the licensee make an application for a fresh licence more than 15 days after the expiry of his existing licence, he shall pay an additional fee representing 20 per cent of the appropriate fee specified in paragraph (1).

(6) Where NAPRO is satisfied that a licence has been lost or destroyed, it may, upon payment of the appropriate fee specified in Part I of the First Schedule, issue a duplicate copy of the licence.

(7) Where NAPRO is satisfied that a clearance has been lost or destroyed, it may, upon payment of the appropriate fee specified in Part II of the First Schedule, issue a duplicate copy of the clearance.

(8) No clearance shall be required in respect of import or export of regulated products by NAPRO.

PART III – PROVISIONS RELATING TO LEAF TOBACCO AND TOBACCO PRODUCTS

4. Every contract for the supply of tobacco entered into by a cultivator of tobacco with a producer of tobacco products shall be drawn up in the appropriate form as set out in Part I of the Third Schedule.

5. (1) (a) Where a cultivator of tobacco intends to sell leaf tobacco to a producer of tobacco products, the producer or his duly authorised agent shall determine the moisture content of leaf tobacco.

(b) The weight of any leaf tobacco delivered at a tobacco warehouse shall be calculated at a standard moisture content of 10 per cent.

(c) Where the moisture content of leaf tobacco delivered at a warehouse is higher than 22 per cent, the producer may refuse to accept such leaf.

(2) Any cultivator of tobacco who is dissatisfied with the assessment of the producer or his authorised agent may refer the dispute for arbitration in accordance with section 20 of the Act.

6. (1) Every contract for the supply of tobacco shall specify the type of tobacco, the duration of the contract, the prices for each grade at which the tobacco is being sold and the maximum quantity of tobacco being supplied.

(2) Every cultivator of tobacco shall submit, in duplicate, and in a form approved by NAPRO, a list of his barns and other buildings he intends to use for curing and storing any green tobacco or leaf tobacco.

(3) (a) Every cultivator of tobacco shall keep a stock book, in a form approved by NAPRO, for the purpose of monitoring the stocks of green and leaf tobacco.

(b) Every entry in the stock book shall be made in ink.

(c) Any correction to any entry in a stock book shall be made by striking out the incorrect entry and inserting the correct entry, and in such a manner as to cause the incorrect entry so struck out to be visible on inspection.

(d) Every stock book may be examined, at such reasonable time, by an officer.

7. (1) Every cultivator of tobacco shall cause any leaf tobacco that he intends to deliver to a warehouse to be accurately graded before delivery according to a set of grades as may be approved by NAPRO.

(2) Where a cultivator fails to comply with paragraph (1) and his leaf tobacco has been improperly graded, a producer shall be entitled to accept the leaf tobacco being delivered at the warehouse at the lowest approved grade.

8. (1) NAPRO shall, after consultation with producers of tobacco products and cultivators of tobacco, publish, in the *Gazette*, the hours of purchase of leaf tobacco from cultivators.

(2) Every producer or importer of tobacco products shall inform NAPRO of the brands registered by him in accordance with the Patents, Industrial Designs and Trademarks Act.

PART IV – PROVISIONS RELATING TO THE SLAUGHTER OF ANIMALS

9. (1) No person shall slaughter an animal or cause an animal to be slaughtered at a place other than at the abattoir, or in a slaughterhouse approved by NAPRO.

(2) Paragraph (1) shall not apply to –

(a) the slaughter of an animal on the occasion of a religious ceremony specified in the Second Schedule to the Act;

(b) the killing of game.

10. (1) Any person who intends to have an animal slaughtered at a slaughterhouse or the abattoir shall provide to the slaughterhouse operator or the Authority, as the case may be, particulars regarding the place of origin of the animal and the proposed destination of the meat, hide and skin.

(2) Where a person intends to have an imported animal slaughtered at a slaughterhouse or the abattoir, he shall, in addition to the particulars provided under paragraph (1), submit to the slaughterhouse operator or the Authority, as the case may be –

(a) a slaughter release certificate issued by the Government Veterinary Services where the animal is kept in quarantine; or

- (b) the import permit number relating to the import of the animal and a veterinary discharge certificate issued by the Government Veterinary Services, where the animal has completed a quarantine period and is kept on private premises.

(3) An animal referred to in paragraph (2) shall be brought to the slaughterhouse or the abattoir on the day preceding the slaughter of that animal, at a time to be agreed with the slaughterhouse operator or the Authority, as the case may be.

11. (1) No animal shall be slaughtered where a veterinary officer is of opinion that the state of health of the animal is not satisfactory.

(2) No milch cattle shall be slaughtered without the prior authorisation, in writing, of a veterinary officer.

(3) Where milch cattle is slaughtered and its carcass weighs less than 125 kilogrammes, the carcass shall, at the cost of the owner of that cattle, be kept in a cold store approved by the Authority for a period of not less than 15 days after the slaughter.

12. No person shall bring or cause to be brought into a slaughterhouse or the abattoir an animal which is already dead except where it is accompanied by a certificate from a veterinary officer specifying –

- (a) the reason for the slaughter of the animal;
- (b) that the animal was not suffering from any disease rendering its meat unwholesome;
- (c) that no drug which would render its meat unwholesome was administered to the animal.

13. (1) Where any meat is found fit for human consumption, it shall be either marked or stamped by a veterinary officer who shall issue a certificate to that effect.

(2) A certificate issued under paragraph (1) shall be –

- (a) kept in any premises where meat is stored, exposed or offered for sale; and
- (b) produced on demand to any officer.

(3) Any meat found to be unwholesome at the time of inspection by a veterinary officer shall be seized and disposed of by the slaughterhouse operator or the Authority in such manner as may be directed by the veterinary officer.

14. (1) The meat of an animal slaughtered at a slaughterhouse or the abattoir shall be transported in a vehicle approved by NAPRO for such purpose.

(2) Subject to paragraph (3), the meat of only a single species of animal shall be transported in a vehicle designated for the particular species.

(3) Mutton, venison and goat meat may be transported in the same vehicle.

(4) The slaughterhouse operator or the Authority shall not be responsible for any spoilage of meat resulting from –

- (a) delivery of the meat not being accepted by a licensee for any reason whatsoever;
- (b) non-delivery and consequent return of the meat on account of the licensee's absence at the time and place of delivery.

15. (1) No person shall have access to the slaughterhouse or the abattoir unless he is authorised to do so by the operator.

(2) No person suffering from any infectious or contagious disease shall be admitted to a slaughterhouse or the abattoir.

PART V – PROVISIONS RELATING TO TEA, TEA PRODUCTS AND GREEN LEAVES

16. Every contract for the supply of green leaf entered into by –

- (a) a *métayer* with a cultivator of green leaves;
- (b) a cultivator of green leaves with a producer of tea products,

shall be drawn up in the appropriate form as set out in Parts II and III of the Third Schedule.

17. Every producer of tea products shall –

- (a) carefully and accurately weigh and record, in kilogrammes, green leaves delivered to him by a cultivator of green leaves;
- (b) allow a cultivator of green leaves or his authorised agent to be present when his green leaves are being weighed.

18. (1) Where a dispute arises over any weight which is being recorded in respect of green leaf, any party to the dispute may refer it for arbitration in accordance with section 20 of the Act.

(2) Where a cultivator of green leaves or his authorised agent raises no objection to any weight being recorded in respect of green leaves, the producer of tea products shall issue a receipt to the cultivator of green leaves or his authorised agent.

(3) A receipt issued under paragraph (2) shall –

- (a) be in such form as may be approved by NAPRO;
- (b) be legibly written in ink;
- (c) indicate the weight of green leaves which have been duly weighed; and
- (d) be final and binding upon the parties.

19. A producer of tea products shall, on account of surface moisture content, deduct 3 per cent from the recorded net weight of green leaves.

20. An officer may, at such intervals as it may determine, verify –

- (a) whether the weighing machines and weights used by a producer of tea products have been duly assized by the Legal Metrology Services of the Ministry of Industry, Commerce and Consumer Protection;
- (b) the records, relating to the weight of green leaves, kept by the producer of tea products.

21. Where a dispute arises over the rejection, by a producer of tea products, of a consignment of green leaves delivered by a cultivator of green leaves, the dispute may be referred for arbitration in accordance with section 20 of the Act.

22. (1) No producer of tea product, tea blender or tea packer shall –

- (a) blend or pack tea product except in a registered tea factory, tea blending plant or tea packing plant or in other premises as approved and registered by NAPRO;
- (b) blend, pack or store artificially flavoured tea product and conventional tea product in the same building of a tea factory, tea blending plant or tea packing plant.

23. (1) Except with the written approval of NAPRO, no producer of tea products, tea blender or tea packer shall dispose of any tea waste.

(2) Every producer of tea product, tea blender or tea packer shall, as soon as possible, destroy in a place outside his tea factory, tea blending plant, tea packing plant or other registered premises, any tea waste which is not intended for use otherwise.

24. (1) Every producer of tea product, tea blender or tea packer shall register the mark in respect of any tea product manufactured, blended or packed by him in accordance with the Patents, Industrial Designs and Trademarks Act.

(2) Every producer of tea product, tea packer or tea blender shall inform NAPRO of any mark registered by him in pursuance of paragraph (1).

(3) Any mark registered in pursuance of paragraph (1), shall be affixed to any tin, packet or container of tea product.

(4) No producer of tea products, tea blender or tea packer shall sell any tin, packet or container of tea product bearing a mark other than the one registered in his name.

25. (1) Subject to paragraph (2), no producer of tea product, tea blender or tea packer shall, except with the written authorisation of NAPRO, remove from his tea factory, tea blending plant or tea packing plant, any tea product unless it is packed in sealed tins, packets or containers.

(2) Every producer of tea product, tea blender or tea packer shall affix a conspicuous label on the sealed tins, packets or containers of tea product mentioned in paragraph (1), indicating –

- (a) the name of the tea factory where the tea product was manufactured, blended or packed, as the case may be; and
- (b) the net weight, in grammes, of the tea product contained therein.

(3) Any tea product intended for sale shall be removed from a tea factory, tea blending plant or tea packing plant in sealed containers as approved by NAPRO.

(4) Any tea product which is removed under paragraph (1) shall be immediately sent to a point of sale or other suitable storage place as approved by NAPRO.

26 (1) Every producer of tea product shall give to NAPRO and to every cultivator of green leaves bound to him by a tea contract, notice in writing of any intended stoppage of work at his tea factory, not less than 48 hours before the stoppage.

(2) Where a tea factory breaks down and its operation is stopped, the producer of tea products shall –

- (a) forthwith give notice of the fact to every cultivator of green leaves with whom he has entered into a tea contract;
- (b) as soon as possible, make satisfactory arrangements for the disposal of the cultivator's green leaves which have already been plucked;
- (c) where he cannot comply with subparagraph (b), require the cultivator of green leaves to stop plucking green leaves;
- (d) forthwith inform NAPRO of the stoppage.

27. (1) Where the tea factory of a producer of tea products breaks down and its operation is stopped, the producer of tea products shall pay to a cultivator of green leaves with whom he has entered into a tea contract, a sum equivalent to the value of all green leaves already plucked by the cultivator of green leaves at the time the cultivator of green leaves receives notice of the stoppage of work under regulation 26(2)(a).

(2) Subject to paragraph (3), every cultivator of green leaves shall transport and deliver all green leaves plucked under paragraph (1) to any tea factory indicated by the producer of tea products to whom that cultivator of green leaves is to deliver the green leaves.

(3) The producer of tea products shall bear all the extra costs involved in transporting the green leaf to the tea factory indicated by him under paragraph (2).

28. (1) No producer of tea product shall manufacture a tea product except in a tea factory approved by NAPRO.

(2) No producer of tea product shall process, or enter into a tea contract to process, more green leaves than can properly be accommodated by the total available surface area of the withering tatts, troughs and storage tanks used in his tea factory.

(3) NAPRO shall, after consultation with a producer of tea product, determine a reasonable maximum of green leaf intake in respect of a single day's production.

(4) Where a producer of tea product receives more than the reasonable maximum of green leaf determined under paragraph (3), he shall make arrangements to divert the excess to another factory, and in case an arrangement cannot be arrived at, NAPRO shall be so informed forthwith.

29. Every producer of tea products shall, at his tea factory –

- (a) fit control thermometers at the air inlets and outlets of all driers and regularly inspect the accuracy of such thermometers;

- (b) carefully control the inlet and outlet temperatures of all driers;
- (c) fit an automatic weighing machine at the drier outlet and ensure that it is in good working condition at all times;
- (d) have a moisture meter.

30. The moisture content of –

- (a) dried tea product at the outlet shall not exceed 3 per cent by weight;
- (b) tea product packed, either in packets or in chests, shall not exceed 5 per cent by weight at the time of packing.

31. Every producer of tea product, tea blender or tea packer shall store tea product in bins which shall be well constructed, airtight, clean, completely moisture-proof, and installed in a dry part of his tea factory, tea blending plant or tea packing plant, as the case may be.

32. (1) No producer of tea product, tea blender or tea packer shall cease to operate a tea factory, tea blending plant or tea packing plant, as the case may be, unless before the end of the preceding contractual tea year or within such extended period as NAPRO may authorise, he has served on NAPRO a notice of his intention to close down the tea factory, tea blending plant or tea packing plant and obtained the authorization of NAPRO for doing so.

(2) NAPRO shall, on receipt of the notice served under paragraph (1) –

- (a) carry out an investigation into the proposed closing down of the tea factory, tea blending plant or tea packing plant; and
- (b) where it is satisfied that there are valid reasons for so doing, authorise the temporary or permanent closing down of the tea factory, tea blending plant or tea packing plant subject to such conditions as it thinks fit.

(3) A producer of tea product, tea blender or tea packer shall supply such information to NAPRO as the latter may require for the purposes of an investigation being carried out under paragraph (2).

(4) NAPRO may, after having completed an investigation under paragraph (2), authorise the temporary or permanent closing down of the tea factory, tea blending plant or tea packing plant, subject to such conditions as it thinks fit.

33. (1) Every producer of tea product shall, in respect of green leaves delivered to him by a cultivator of green leaves–

- (a) during a contractual tea year, pay to that cultivator of green leaves, on a monthly basis, a minimum interim price determined by NAPRO under regulation 34; and
- (b) in the following contractual tea year, make –
 - (i) not later than 31 August of that year, a first partial payment of the final price, as determined by NAPRO under regulation 35(1)(a), to the cultivator of green leaves; and

- (ii) not later than 31 December of that year, a second partial payment of the final price, as determined by NAPRO under regulation 35(1)(b), to the cultivator of green leaves;
- (iii) not later than 30 April of that year, a final payment to the cultivator of green leaves, based on the final price determined by NAPRO under regulation 36(1).

(2) Notwithstanding paragraph (1)(b)(ii), where NAPRO has, prior to the 31 December of that particular following contractual tea year, determined the final price of tea products for the particular contractual tea year in accordance with regulation 36(1), the producer of tea products shall make a final payment to the cultivator of green leaves, based on the final price determined by NAPRO under regulation 36(1).

(3) Every cultivator of green leaves shall, in respect of green leaves delivered to him by a *métayer*–

- (a) during a contractual tea year, pay to that *métayer*, on a monthly basis, a minimum interim price determined by NAPRO under regulation 34; and
- (b) in the following contractual tea year, make –
 - (i) not later than 31 August of that year, a first partial payment of the final price, as determined by NAPRO under regulation 35(1)(a), to the *métayer*; and
 - (ii) not later than 31 December of that year, a second partial payment of the final price, as determined by NAPRO under regulation 35(1)(b), to the *métayer*.
 - (iii) not later than 30 April of that year, a final payment to the *métayer*, based on the final price determined by NAPRO under regulation 36(1).

(4) Notwithstanding paragraph (3)(b)(ii), where NAPRO has, prior to 31 December of that particular following contractual tea year, determined the final price of green leaves for the particular contractual tea year in accordance with regulation 36(1), the cultivator of green leaves shall make a final payment to the *métayer*, based on the final price determined by NAPRO under regulation 36(1).

(5) Every producer of tea products shall submit to NAPRO –

- (a) a production and sales statement in respect of tea product manufactured during the previous contractual tea year by 15 August in each contractual tea year;
- (b) production accounts in respect of the previous contractual tea year by 15 October in each contractual tea year; and
- (c) audited statement of accounts in respect of the previous contractual tea year by 15 October in each contractual tea year.

(6) The documents to be furnished under paragraph (5) shall be drawn up in such form as NAPRO may require and shall be duly certified by an approved accountant.

34. (1) NAPRO shall, where it considers necessary, determine a minimum interim price per kilogramme of green leaf to be paid monthly –

- (a) by a producer of tea product to a cultivator of green leaves;
- (b) by a cultivator of green leaves to a *métayer*.

(2) NAPRO shall cause to be published any determination made under paragraph (1) in the *Gazette* and in 2 daily newspapers.

35. (1) NAPRO shall, in respect of green leaves delivered during a contractual tea year, determine the rate of –

- (a) the first partial payment of the final price payable to a cultivator of green leaves under regulation 33(1)(b)(i) or to a *métayer* under regulation 33(3)(b)(i) not later than 31 July; and
- (b) the second partial payment of the final price payable to a cultivator of green leaves under regulation 33(1)(b)(ii) or to a *métayer* under regulation 33(3)(b)(ii) not later than 30 November of the following contractual tea year in the event that the final price is not determined under regulation 36(1) by then.

(2) NAPRO shall, in making the determination under paragraph (1), take into account –

- (a) any documents or other information submitted or furnished to it under the Act and under these regulations;
- (b) the sale price of tea product on the local and export markets;
- (c) (i) in relation to the rate of the first partial payment, the value of any tea product unsold by 1 July;
- (ii) in relation to the rate of the second partial payment, the value of any tea product unsold by 31 October, of the following contractual tea year;
- (d) any other relevant factor.

(3) NAPRO may fix different partial payments of final prices in respect of different classes of persons or of different factories.

36. (1) NAPRO shall determine the final price which shall be payable to a cultivator of green leaves or *métayer* in respect of green leaves produced in the previous contractual tea year as soon as possible after all the tea products manufactured by any tea factory during that particular contractual tea year have been sold, and in any case, not later than 31 March of the following contractual tea year.

(2) NAPRO shall, in making the determination under paragraph (1), take into account –

- (a) any document or other information submitted or furnished to it in pursuance of these regulations;

- (b) the sale price of tea product on the local and international markets;
- (c) the value, as determined by NAPRO, of any tea product unsold by 15 March of the following contractual tea year;
- (d) the quantity of unsaleable tea product, including broken mixed fannings, up to a maximum of 6 per cent of the total manufactured tea products on a no gain no loss basis; and
- (e) any other relevant factor.

(3) NAPRO may fix different final prices in respect of different persons or of different tea factories.

37. (1) A determination made under regulations 35 and 36 shall be published in the *Gazette* and in 2 daily newspapers.

(2) NAPRO shall, for the purpose of regulations 35 and 36, by written notice, require any cultivator of green leaves, *métayer* or producer of tea products to furnish such accounts or other information as it may require in such form and within such time as may be specified in the notice.

38. (1) Where the price payable by a producer of tea product in respect of green leaves supplied to him in any contractual tea year cannot be ascertained, NAPRO may assess the price of the green leaves.

(2) An assessment made by NAPRO under paragraph (1) shall be published in the *Gazette*.

39. A tea product specified in the Fourth Schedule shall comply with the standard specified in that Schedule.

PART VI – CONTROL OF MEAT SHOPS

40. A meat shop operator shall not cause any alteration to be made to the meat shop in respect of which his licence has been issued unless –

- (a) the proposed alteration has been approved by the appropriate local authority; and
- (b) the Ministry responsible for the subject of health and NAPRO have been notified of such alteration.

41. (1) No person shall sell fresh meat –

- (a) except from the premises in respect of which a licence has been issued; and
- (b) unless it bears the appropriate inspection mark of the slaughter house or the abattoir.

(2) The certificate of origin and inspection of the meat shall be kept on the premises of the licensee and produced on demand to any officer.

42. (1) A meat shop operator shall not employ in a meat shop any person who –

- (a) is not in possession of a food handler's certificate issued by the Ministry responsible for the subject of health certifying that the person is free from any communicable disease;
- (b) suffers from –
 - (i) any contagious skin disease; or
 - (ii) any infectious or contagious disease;
- (c) has an exposed cut, abrasion or sore on his body;

(2) A certificate issued for the purpose of paragraph (1)(a) shall be valid for such period as may be determined by the Ministry responsible for the subject of health.

43. (1) No person shall work in a meat shop unless he wears –

- (a) a cap which completely covers his hair;
- (b) a clean apron or overall;
- (c) appropriate gloves.

(2) A meat shop operator shall provide to every person working in his meat shop the caps, aprons, gloves and overalls required to be worn under paragraph (1).

44. A meat shop operator or any person employed by him shall not allow any animal in a meat shop.

45. A meat shop operator shall take all reasonable steps to destroy all rats, pests, insects or other vermins in his meat shop.

46. No person shall smoke or spit in a meat shop.

47. (1) A meat shop operator shall keep a register containing the name, address, age and sex of every person employed in his meat shop.

(2) The register referred to in paragraph (1) shall, on demand, be produced to any officer.

48. A meat shop operator shall affix, in a conspicuous place in his shop, a sign board bearing, in legible letters –

- (a) his name and surname;
- (b) the type of fresh meat being sold in his shop; and
- (c) such other particulars of the fresh meat as may be necessary for a potential buyer to take an informed decision.

49. A meat shop operator shall cause all waste and refuse to be –

- (a) stored in closed containers; and
- (b) collected and disposed of on a daily basis.

50. A meat shop operator shall cause the walls of his shop to be kept free of fat, blood, dirt or filth.

51. NAPRO shall not issue a licence for the operation of a meat shop unless the consent of the Ministry responsible for the subject of health and the appropriate local authority have been obtained.

PART VII – MISCELLANEOUS

52. (1) No person shall –

- (a) collect, harvest, use, sell or otherwise dispose of any seed or other planting material of a regulated product deriving from a source which has not been approved in writing by NAPRO;
- (b) except with the written authority of NAPRO, establish or cultivate any plant between, or in conjunction with a regulated product.

(2) Paragraph (1)(b) shall not apply to the cultivation of sun shade trees or inter-row crops that are normally required in connection with the cultivation of tea.

(3) (a) No person shall, without the written authorisation of NAPRO and the clearance of the National Plants Protection Office, import the seeds of tea or tobacco, or any part of such plants which are capable of reproduction.

(b) No person shall, without the written authorisation of NAPRO, export the seeds of tea or tobacco, or any part of such plants which are capable of reproduction.

53. These regulations shall come into operation on 27 November 2013.

Made by the Minister on 27 November 2013.

FIRST SCHEDULE
[Regulation 3]

PART I – LICENCE FEES

	FEE (Rs)
Application for any licence, other than for tea nursery licence, tea seed garden licence and cultivation of green leaf licence	200
Tea nursery licence	20 per arpent or part thereof
Tea seed garden licence	20 per arpent or part thereof
Cultivation of green leaf licence	20 per arpent or part thereof
Tea blending plant licence	5,000 per contractual tea year
Tea Factory Licence	5,000 per contractual tea year
Tea packing plant licence	5,000 per contractual tea year
Licence for meat shop	100 per year
Game venison dealer	300
Venison dealer's close season	200
Venison dealer	500
Venison retailer	500
Slaughterhouse operator	1,000
Producer of meat products	1,000
Duplicate of any licence	10 per copy

PART II – CONDITIONS OF LICENCE FOR MEAT SHOPS

1. A meat shop shall have sufficient openings for light and ventilation.
2. The doors of each shop shall be fitted with double spring automatic closing devices, opening on the outwards.
3. All doors, ventilation openings and other openings which communicate directly with the shop shall be covered with reinforced, non-rusty fly proof material approved by NAPRO.
4. No latrine or water closet shall be situated in, or shall directly communicate by door, window or other opening with any room used in the exploitation of the meat trade in the shop.
5. No shop shall be used as a sleeping room or shall have any communication with such sleeping room.

6. (1) A sink of glazed earthenware or stainless steel, with an adequate and approved clean water supply for cleaning purposes shall be provided in each shop.

(2) All knives, utensils, weighing machines, scales, weights and other implements used in the trade shall be kept at all times clean and in a state of good repair to the satisfaction of NAPRO.

(3) A storage water basin fitted with a suitable mosquito, dust and vermin proof cover, shall, in addition to an approved water supply, be provided in each shop for the storage of water.

7. All shelves, containers and other receptacles approved by NAPRO shall be raised and kept on supports at least 30 centimetres above floor level of the shop.

8. The floor of the shop shall be impermeable, adequately sloping and shall be provided with proper discharge for the disposal of waste waters.

9. All walls of the shop shall be lined internally with an impermeable material up to a height of at least 6 feet.

10. Tables shall be provided with marble tiles, or terrazzo tops or tops covered with unjointed stainless steel sheet.

11. The table or chopping block on which meat is cut shall be a movable fitting covered with a hard plastic material which shall be kept clean at all times.

12. A galvanised iron bin or a container with a proper fitting cover adequately fly and vermin proof shall be provided for waste and refuse, and shall be leak proof.

13. No part of the meat shop shall be sub-let and no other trade or industry shall be carried on therein without the written authorisation of NAPRO.

14. No material, articles or utensils, other than those used for the exploitation of the trade, shall be stored or introduced in the meat shop.

15. All fresh meat exposed for sale in a meat shop shall be kept in a chilling cabinet at a temperature ranging between one to 8 degrees Celsius.

16. No freezer shall be kept on the premises of a meat shop.

SECOND SCHEDULE
[Regulation 3]

PART I – IMPORT CLEARANCE

1. Application

I/We*, of

....., hereby apply for a clearance to import into Mauritius regulated products as described below.

I/We undertake to observe the conditions under which this licence is issued.

.....
Date

.....
Signature of Applicant

2. Description

Country of Origin	Quantity	Description	HS Code

Purpose of Importation
(i.e. what the goods will be used for)

Date of Shipment (approximate)

3. Description of currency

CIF Value in foreign currency (in figures and words)
.....

CIF Value in rupees

4. Approval of application for clearance (for official use only)

Application approved by NAPRO on

Clearance No.

Validity of clearance months as from date of issue

Clearance fee

PART II –CLEARANCE FEES

		FEE (Rs)
1.	Application fee for any import intended for commercial purposes other than for meat and meat products	1,000
2.	Importation of –	
	(a) cigarettes –	
	(i) exceeding 2,000 sticks	20 per 1,000 or part thereof
	(iii) not exceeding 2,000 sticks	500
	(b) cigarillos –	
	(i) exceeding 1,000 units	20 per 1,000 or part thereof
	(ii) not exceeding 1,000 units	500
	(c) leaf tobacco, including cut-rag	1 per kg or part thereof
	(d) smoking tobacco	50 per kg or part thereof
	(e) cigars	50 per kg or part thereof
	(f) other tobacco products	110 per kg or part thereof
	(g) black tea products for blending purposes	20 per kg or part thereof
	(h) green tea products in packets of 125 grammes or above	40 per kg or part thereof per ton, or
	(i) black tea products, green tea products and other tea products not exceeding 2 kgs and intended –	
	(i) for own consumption;	} Nil
	(ii) for gift; or	
	(iii) to be used as sample	
	(j) other tea products	300 per kg or part thereof
	(k) meat and meat products	Nil

- 3. Export of tea products 5,000 per contractual tea year
- 4. Duplicate of any clearance 10 per copy

PART III – CONDITIONS OF CLEARANCE

A clearance shall be subject to the condition that –

- (a) 2 copies of the invoice of the goods imported and a copy of the Airway Bill/Bill of Lading be produced to NAPRO before removal from Customs*;
- (b) the regulated product(s) shall not be removed from Customs without the prior approval in writing of NAPRO;
- (c) all regulated product(s) covered by this licence be received on or before the expiry date of the licence;
- (d) every packaging of cigarettes, cigars or pipe tobacco shall display the health warning in such manner specified in the Public Health (Restrictions on Tobacco Products) Regulations 2008;
- (e) it is valid for one consignment only;
- (f) it does not relieve the applicant from the obligation to comply with any enactment in force in Mauritius relating to the importation of the goods covered by the licence;
- (g) where applicable, the regulated product is meant for personal consumption, or intended as gift or sample.

*A provisional Bill of Entry of the goods imported may be produced in lieu of 2 copies of the Invoice, provided that these 2 copies are submitted to NAPRO as soon as they are available.

..... Date Supervising Officer

THIRD SCHEDULE
[Regulations 5 and 16]

**PART I – CONTRACT BETWEEN A CULTIVATOR OF LEAF TOBACCO
AND A PRODUCER OF TOBACCO PRODUCT**

AGREEMENT BETWEEN

A. Mr/Ms, holder of National Identity Card Noand residing at

....., (hereinafter called the cultivator)

ON THE ONE PART

AND

B. (Business Registration No.....) represented by Mr/Ms and situated at(hereinafter called the producer)

ON THE OTHER PART

It is hereby agreed between the Cultivator on the one part and the Producer on the other part that:

1. The cultivator is licensed with NAPRO under No.
2. The cultivator undertakes to deliver to the producer or his representative during the contractual tobacco year, kg of (state type) leaf tobacco produced by him from his field situated at in the district of
3. The leaf tobacco shall be delivered by the cultivator at a tobacco warehouse approved by NAPRO on days and time published in the *Gazette*.
4. The cultivator shall ensure that his leaf tobacco is graded in accordance with the definitions approved for each grade.
5. The moisture content of the leaf being delivered should be in the range of 18-22%.
6. The producer should have his weighing machine duly assized by the Legal Metrology Services.
7. The producer may purchase improperly graded leaf tobacco at the lowest approved grade.
8. The producer shall determine the moisture content of the leaf and calculate the net weight, for payment purposes, at a standard moisture content of 10 per cent.
9. The producer may refuse to purchase any lot of tobacco which is contaminated by moulds.
10. The producer may refuse to purchase or may fix a special price for leaf tobacco produced in excess of the amount specified in paragraph 2.
11. The producer shall undertake to make payment to cultivator upon agreement on the grades and their respective weight.
12. A list of grades and their respective price is annexed.
13. In the event of any dispute arising on the grade and/or weight or moisture content, the dispute shall be referred to NAPRO for adjudication.
14. Both the Producer and the Cultivator shall strictly adhere to the terms and conditions laid down by the National Agricultural Products Regulatory Office Act 2013 and any regulations made thereunder.
15. This agreement shall take effect on.....and shall remain in force until
16. Made in triplicate and in good faith at on and registered with NAPRO.

.....
Producer

.....
Cultivator

For the official use of NAPRO

Registered at NAPRO under Section 15 of the National Agricultural Product Regulatory Office Act 2013

Date

.....
NAPRO

PART II – CONTRACT BETWEEN A CULTIVATOR OF GREEN LEAVES AND A *MÉTAYER*

AGREEMENT BETWEEN

A., holder of National Identity Card No and Business Registration Number hereinafter called the cultivator or his duly authorised agent

ON THE ONE PART

AND

B. Mr holder of National Identity Card No. hereinafter called the *métayer*.

ON THE OTHER PART

It is hereby agreed between the cultivator on the one part and the *métayer* on the other part that –

1. The cultivator is the lawful occupier of a plot of land of the extent of which is planted in tea, and is situated at
2. The cultivator is licensed with NAPRO under No. and the *métayer* under No.
3. The cultivator shall purchase from the *métayer* and the *métayer* undertakes to sell to the cultivator all the green leaf produced from the above described land of the cultivator subject to a deduction of 3% on account of surface moisture content.
4. The cultivator shall pay monthly to the *métayer* a minimum interim price as determined by NAPRO.

5. The cultivator shall provide the *métayer* with all administrative, supervisory, weighing and transport facilities as may be considered necessary by both parties at such cost as may be determined by NAPRO, as well as such other facilities that may be agreed by both parties with the approval of NAPRO.
6. The cultivator shall supply the *métayer* with such fertilizer as the cultivator may consider suitable and at such times as the Cultivator may consider appropriate.
7. The cultivator shall –
 - (a) at the end of each month, and in any case not later than the fifth of the following month, pay to the *métayer* any amount due on account of the minimum interim price fixed by NAPRO at the beginning or during the course of the contractual tea year for leaf supplied during the month;
 - (b) pay to the *métayer*, not later than 31 August following the end of the contractual tea year, a first partial payment of the final price as determined by NAPRO;
 - (c) where the final price is not determined by the 30 November following the end of the contractual tea year, pay to the *métayer*, not later than 31 December following the end of that year, a second partial payment of the final price as determined by NAPRO;
 - (d) pay to the *métayer* the final price as determined by NAPRO, at latest within one month after publication of the final price in the Government Gazette. Payment shall be effected after deduction of partial payments made under (b) and (c) above.
8. The *métayer* shall effect a 7 day plucking round in his field from October to May and a 10 day plucking round from June to September, subject to prevailing climatic conditions.
9. The *métayer* shall take his plucked green leaf to such weighing centre as may be attributed to him, whence the cultivator shall deliver a receipt to the *métayer* and shall transport the green leaf to the factory at such costs as may be agreed upon by both parties with the approval of NAPRO.
10. The *métayer* shall adhere to the frequency of weighing which should be 3 from October to May and 2 from June to September.
11. The *métayer* shall apply to his field such manures or chemical fertilizers as may be supplied to him in such manner as may be directed.
12. The *métayer* shall effect a monthly weeding of his field up to half way of the road bordering the field.
13. The *métayer* shall properly maintain and upkeep his drains.
14. The *métayer* shall prune or skiff his field at such time and in such manner as may be indicated by the Cultivator.
15. The *métayer* shall use appropriate collection baskets or bags for the plucking and transportation of green leaf which should not be rammed or stuffed.
16. The *métayer* undertakes to maintain the tea plot he is occupying in good order and at the expiry of the contract return the plot to the cultivator in the condition in which it was received.

17. Both the cultivator and the *métayer* shall strictly adhere to the terms and conditions laid down by the National Agricultural Products Regulatory Office Act 2013 and any regulations made thereunder.

18. In the event of a dispute between parties on the interpretation or the execution of any of the terms of this contract the dispute shall be referred to NAPRO for adjudication and NAPRO's decision shall be final.

19. This agreement shall take effect on 1 July..... and shall remain in force until 30 June.....

20. Made in triplicate and in good faith at on and registered with NAPRO.

.....
Métayer

.....
Cultivator

For the official use of NAPRO

Registered at NAPRO under Section 15 of the National Agricultural Product Regulatory Office Act 2013

.....
Date

.....
NAPRO

**Part III – CONTRACT BETWEEN A CULTIVATOR OF GREEN LEAVES
AND A PRODUCER OF TEA PRODUCTS**

AGREEMENT BETWEEN –

Mr/Ms.....holder of National Identity Card No.
..... and residing athereinafter called the
cultivator.

ON THE ONE PART

AND

..... (Business Registration Number) represented by, situated at
....., hereinafter called, the producer.

ON THE OTHER PART

It is hereby agreed between the cultivator on the one part and the producer on the other part that:

1. The cultivator is licensed with NAPRO under No.
2. The cultivator undertakes to deliver to the producer during the contractual tea year., all green leaf which the cultivator shall pluck on a portion of land of an aggregate area of....., situated atin the district ofand yielding approximately kilogrammes of green leaf per contractual tea year.
3. The green leaf shall be delivered by the cultivator at a place and time convenient to both parties. The cultivator or his duly authorised agent should be present at the time when the green leaf is checked and weighed. The producer shall issue a receipt in the form approved by NAPRO, for every consignment of green leaf received from the cultivator.
4. The cultivator and the producer shall be bound by the weight recorded on the receipt unless at the time of issue of the said receipt, either the cultivator or the producer raises an objection as to the weight recorded.
5. The cultivator and the producer agree, in the event of an objection as to the weight being recorded and which is not settled between both parties, to refer the matter to NAPRO for adjudication.
6. Where the transport of the green leaf is undertaken by the producer, the Cultivator shall pay to the producer, the cost of the transport at such rate as may be agreed between the parties with the approval of NAPRO.
7. The cultivator and the producer shall fix the date, time and the rate of delivery of the green leaf. In the event of any dispute arising with regard to the date, time and rate of delivery, the dispute shall be referred to NAPRO for adjudication.
8. The producer shall be entitled to refuse green leaf that does not conform to the standard laid down by NAPRO. In case of dispute, the matter shall be referred to NAPRO for adjudication.
9. The cultivator undertakes on receipt of a notice under clause 10 to cease the plucking of green leaf until the cultivator receives notice from the producer or his duly authorised agent of alternative arrangements.
10. The producer undertakes in the event of any stoppage at the factory –
 - (a) to give notice of the stoppage to the cultivator;
 - (b) to take delivery of such quantity of green leaf already plucked;
 - (c) to make such arrangements as are possible, in case the stoppage last for more than 48 hours, with another factory to take the green leaf of the cultivator, any transportation cost to be borne by the producer.
11. Where the cultivator delivers green leaf to the producer, the producer shall, on account of its surface moisture content, be entitled to deduct 3 per cent of the net weight of green leaf recorded on the scale.
12. The producer shall –

- (a) at the end of each month, and in any case not later than the fifth of the following month, pay to the cultivator any amount due on account of the minimum interim price fixed by NAPRO at the beginning or during the course of the contractual tea year for leaf supplied during the month;
- (b) pay to the cultivator, not later than 31 August following the end of the contractual tea year, a first partial payment of the final price as determined by NAPRO;
- (c) where the final price is not determined by 30 November following the end of the contractual tea year, pay to the cultivator, not later than 31 December following the end of that year, a second partial payment of the final price as determined by NAPRO;
- (d) pay to the cultivator the final price as determined by NAPRO, at latest within one month after publication of the final price in the *Gazette*. Payment shall be effected after deduction of partial payments made under paragraphs (b) and (c).

13. The producer shall be entitled to deduct any amount advanced to the cultivator from any money accruing to the cultivator including transportation cost, if any.

14. Both the producer and the cultivator shall abide by NAPRO's adjudication under clauses 5, 7, and 8 of this agreement.

15. Both the producer and the cultivator shall strictly adhere to the terms and conditions laid down by the National Agricultural Products Regulatory Office Act 2013 and any regulations made thereunder.

16. This Agreement shall take effect on 1 July and shall remain in force until 30 June.

17. Made in triplicate and in good faith at on and registered with NAPRO.

.....
Producer	Cultivator

For the official use of NAPRO

Registered at NAPRO under section 15 of the National Agricultural Products Regulatory Office Act 2013

.....
Date	NAPRO

FOURTH SCHEDULE
[Regulation 39]

STANDARD FOR BLACK TEA PRODUCT

Parameters	Limits
Total ash*, per cent by weight	4.0 to 8.0
Acid insoluble ash*, per cent by weight, not more than	1.0
Alkalinity of soluble ash as K ₂ O*, per cent by weight	1.0 to 3.0
Crude fibre*, per cent by weight, not more than	16.5
Water soluble ash, expressed as per cent of total ash, not less than	45.0
Water extract, per cent by weight, not less than	32.0

*On the basis of oven dried to constant weight at 100°C
