

Sustainable Fisheries Agreement
between
The China Overseas Fisheries Association
and
The Government of the Republic of Seychelles

On the one part; the Government of the Republic of Seychelles, hereinafter referred to as ‘Seychelles’ and on the other part; the China Overseas Fisheries Association hereinafter, referred to as the “COFA”.

The COFA being an association of companies, registered in the People’s Republic of China, with address at Jingchao Mansion No. 5 Nongzhanguan Nanlu, Chaoyang District, Beijing 100125, China;

Both hereinafter collectively referred to as the ‘Parties’, and separately as the ‘Party’;

RECALLING that Seychelles exercises sovereign rights over the resources within its Exclusive Economic Zone (EEZ) which extends up to 200 nautical miles from its baseline;

HAVING REGARD to the United Nations Convention on the Law of the Sea of 10 December 1982 (UNCLOS) and the Agreement on the Conservation and Management of Straddling Fish Stocks and Highly Migratory Fish Stocks of 1995;

AWARE of the importance of the principles established by the Code of Conduct for Responsible Fisheries adopted at the Food and Agriculture Organisation (FAO) Conference in 1995 and of the FAO Port State Measures Agreement to Prevent, Deter and Eliminate Illegal, Unreported and Unregulated (IUU) Fishing, and determined to take the necessary measures to implement them;

BEARING IN MIND the resolutions and recommendations taken by the Indian Ocean Tuna Commission (IOTC);

DETERMINED to cooperate, in their mutual interest, in promoting the introduction of responsible fisheries to ensure the long-term conservation and sustainable exploitation of marine living resources;

DESIROUS of establishing terms and conditions governing the fishing activities of the People’s Republic of China (PRC) fishing vessels in the waters of Seychelles and COFA promote the support of its members to develop sustainable responsible fishing in those waters;

RESOLVED to pursue closer economic cooperation between the Parties in the fishing industry and related activities contributing to the Blue Economy concerning fisheries;

HAVE HEREBY AGREED AS FOLLOWS:

Article 1

Purpose

The purpose of this Agreement is to establish the terms and conditions under which the PRC's fishing vessels may carry out longline fishing and related activities in the Seychelles fishing zone.

Article 2

Scope

1. This Agreement establishes the principles, rules and procedures governing inter alia:
 - (a) economic, technical and scientific cooperation in the fisheries sector with a view to promoting sustainable fishing in the Seychelles fishing zone to guarantee the conservation and sustainable exploitation of fisheries resources, and developing the Seychelles fisheries sectors;
 - (b) the conditions governing access by the PRC's fishing vessels to fish in the Seychelles fishing zone;
 - (c) cooperation on the management, control, and surveillance in Seychelles' fishing zone with a view to ensuring that the conditions set out in this Agreement are complied with and that the measures for the sustainable exploitation of fish stocks and management of fishing activities are effective, and that illegal, unreported and unregulated fishing is prevented;
 - (d) partnerships between operators aimed at further developing economic activities in the Seychelles fisheries sector and related activities, in the common interest of both.

Article 3

Definitions

1. For the purposes of this Agreement:
 - (a) 'Competent Seychelles authorities', means the Ministry responsible for Fisheries or authorities or agencies designated by the Ministry;
 - (b) 'PRC fishing vessel' means an industrial longline fishing vessel registered in the PRC and authorised by PRC with membership of the China Overseas Fisheries Association (COFA) to operate in Seychelles waters;
 - (c) 'fishing' and 'related activities' mean: have the same meaning as defined in the Seychelles Fisheries Act, 2014;
 - (d) 'The Seychelles fishing zone' means the part of the waters under the sovereignty or jurisdiction of Seychelles, in accordance with the Seychelles Maritime Zones Act and other applicable laws of Seychelles, where Seychelles licenced the PRC fishing vessels to engage in fishing activities;
 - (e) 'Joint-enterprise' means a commercial company set up in Seychelles by the PRC or its registered fishing companies in order to engage in fishing or related activities where actual

effective shares are beneficially owned by a citizen of Seychelles having a place of business in Seychelles;

- (f) 'Agreement' means this Agreement, the Annex and Appendices thereto;
- (g) 'Sustainable fisheries' means fishing in accordance with the objectives and principles enshrined in the Code of Conduct for Responsible Fisheries adopted at the 1995 Conference of the Food and Agriculture Organization of the United Nations (FAO);
- (h) 'Landings' has the same meaning as in the relevant Indian Ocean Tuna Commission (IOTC) resolutions applicable to the nature of the licence under this Agreement;
- (i) 'Transshipment' has the same meaning as in the relevant IOTC resolutions applicable to the nature of the licence under this Agreement. Transshipment also includes the transfer of fish into containers;
- (j) 'Illegal Unreported and Unregulated (IUU) fishing' has the same meaning as defined in the relevant IOTC resolutions applicable to the nature of the licence under this Agreement;
- (k) 'Seychelles waters' has the same meaning as defined in the Seychelles Fisheries Act, 2014.

Article 4

Principles and objectives underlying the implementation of this Agreement

1. The Parties hereby undertake to promote and implement sustainable fishing in the Seychelles fishing zone and in areas under the management of the IOTC.
2. The principles of non-discrimination shall govern this Agreement.
3. In the interest of transparency, Seychelles undertakes to make public information relating to this Agreement licencing the PRC fishing vessels to fish in Seychelles fishing zone, and the resulting fishing effort, in particular the number of fishing licences issued and the catches reported.
4. The Parties agree that the PRC fishing vessels shall fish only the surplus of the allowable catch referred to in Article 62(2) and (3) of UNCLOS.
5. The Parties shall comply with conservation and management measures adopted by the IOTC.
6. PRC fishing vessels under this Agreement shall engage in fishing activities in the Seychelles fishing zone as follows:
 - a) target yellowfin tuna, bigeye tuna, albacore, skipjack tuna, swordfish, billfish and any other species under IOTC management and/or as approved by the license.
 - b) any other species listed in Annex of the United Nations Convention on the Law of the Sea (UNCLOS) other than the target species mentioned in paragraph (i) shall be considered as bycatch. In addition, oilfish, escolar and any other species that are not prohibited but might be incidentally caught in the normal surface longline operation shall be considered as bycatch.

- c) sharks belonging to the families Alopiidae and Sphyrnidae; shark species *Cetorhinus maximus*, *Rhincodon typus*, *Carcharodon carcharias* and *Carcharhinus longimarus*; and any other species protected or prohibited under the laws of Seychelles, the framework of the IOTC or other relevant international agreements shall be prohibited from catching and retaining on board.
7. The PRC fishing vessels shall comply with the national and regional conservation and management measures adopted by the competent Seychelles authorities and the IOTC.
 8. The Parties undertake to implement this Agreement in accordance with due consideration to human rights, democratic principles and the rule of law, and fundamental elements regarding good governance.
 9. The Parties shall endeavour to encourage economic cooperation in the fishing and processing industry in Seychelles, in order to enhance investments, resource valorisation, job creation.
 10. PRC fishing vessels shall endeavour to use Port Victoria as their operational base and also endeavour to procure fuel and other goods and services for their fishing activities in Seychelles.
 11. The employment of seamen on-board the PRC fishing vessels shall be governed by the International Labour Organisation (ILO) Declaration on Fundamental Principles and Rights at Work, which shall apply to the relevant contracts and general terms of employment, and by relevant ILO Conventions. This concerns in particular the freedom of association and the effective recognition of the right to collective bargaining, and the elimination of discrimination in respect of employment and occupation and living and working conditions on-board PRC fishing vessels.
 12. PRC fishing vessel shall be represented by an Agent. For the purposes of this Agreement an Agent is a Company duly incorporated under the Companies Act of Seychelles and holds a valid license under the Licenses Act of Seychelles.
 13. Furthermore, an Agent can be designated as such only where:
 - a) it has no record of connection with illegal, unreported or unregulated fishing activities that take place within or beyond areas under the national jurisdiction of Seychelles;
 - b) it carries out duties as required pursuant to the laws pertaining to relevant and applicable legislation in Seychelles relating to agents and, as appropriate, companies;
 - c) it provides such information that may be required pursuant to this Agreement, Fisheries Act, Regulations and under any laws of Seychelles in relation to the PRC fishing vessel;
 - d) it receives and responds to legal processes with respect to the PRC fishing vessel and its activities, operator, master and crew members;
 - e) it complies with all laws of Seychelles;
 - f) not exceed his/her authority as an agent, including dealing on his/her own account.

14. A change of agent shall be notified to the competent Seychelles authorities immediately by both the COFA and the new agent with the proper documentation to that effect.
15. PRC fishing vessels shall take onboard appropriate scientific or compliance observers, in addition to electronic monitoring systems, as required by the competent Seychelles authorities whenever necessary.
16. Seychelles shall notify COFA prior to the implementation of any decision adopted by that may affect the activities of the PRC fishing vessels under this Agreement. Such notification shall be communicated by the competent Seychelles authorities to COFA in a reasonable time.

Article 5

Data and scientific cooperation

1. The Parties may engage in scientific cooperation to regularly assess the status of fish stocks in Seychelles fishing zone in collaboration with national, regional and sub-regional scientific bodies.
2. During the period of application of this Agreement, the Parties may consider to cooperate in monitoring of the evolution of resources in the Seychelles fishing zone and support the scientific and assessment work carried out by the competent Seychelles authorities and the IOTC.
3. Based on the best available scientific advice, the Parties shall consult each other within the Management and Compliance Committee and, where necessary and by mutual agreement, take measures to ensure the sustainable management of fisheries resources.

Article 6

Exclusivity clause

1. Government shall grant fishing opportunities to PRC fishing vessels to engage in fishing activities in Seychelles fishing zone in accordance with this Agreement.
2. The fishing opportunities shall apply solely to species referred to in Article 4.6.
3. All fishing activities not covered by this Agreement are prohibited.
4. PRC fishing vessels may engage in fishing activities in the Seychelles fishing zone covered by this Agreement only if they hold a fishing licence issued under this Agreement as per the Seychelles Fisheries Act 2014.

5. The competent Seychelles authorities shall issue fishing licences to PRC fishing vessels exclusively under this Agreement.
6. The procedure for the pursuit of fishing activities by the PRC fishing vessels in Seychelles fishing zone shall be as set out in the Annex to this Agreement, including license fees, and method of payment to be used by COFA or owner of PRC fishing vessels.
7. COFA shall ensure proper implementation of its obligations under this Agreement, Annex and Appendices.

Article 7

Management measures

1. The Parties undertake to coordinate action to ensure the proper management and conservation of marine living resources, particularly the highly migratory species.
2. Government may at any time take such measures as it deems necessary in the circumstances in order to conserve and protect fish stocks within its EEZ, and shall communicate such measures to COFA within a reasonable time.

Article 8

Applicable law

1. The fishing activities governed by this Agreement shall be subject to the laws, regulations and policies of Seychelles.
2. COFA hereby undertakes all appropriate steps required to ensure that the PRC fishing vessels comply with this Agreement and the laws, regulations and policies governing the fishing activities in the Seychelles fishing zone.
3. The competent Seychelles authorities shall notify COFA of any relevant amendments to those laws, regulations and policies.
4. The fishing activities under this Agreement shall be subject to the terms and conditions set out in this Agreement.

Article 9

Promoting cooperation among Parties

1. The Parties shall encourage economic, commercial, scientific and technical cooperation in the fisheries and related sectors. They shall consult one another with a view to coordinating the different measures that might be taken to this end.

2. The Parties shall encourage exchanges of information on fishing techniques and gear, preservation methods and the industrial processing of fisheries products and marketing.
3. The Parties shall endeavour to create conditions favourable to the promotion of relations between enterprises from the Parties in the technical, economic and commercial spheres, by encouraging the establishment of an environment favourable to the development of business and investment in the fisheries sector.
4. The Parties shall cooperate with a view to promoting the landing and transshipment of catches from the PRC fishing vessels operating in the Seychelles fishing zone.
5. The Parties shall encourage, in particular, the setting-up of joint enterprises in their mutual interest.
6. The Parties shall encourage both human and institutional capacity building in the fisheries sector, in order to improve skills development and enhance training capacities so as to contribute to sustainable fishing activities in Seychelles and the development of the blue economy related to fisheries.

Article 10

Monitoring, control and surveillance and the fight against IUU fishing

1. The Parties shall cooperate in the fight against IUU fishing activities with a view to the implementation of responsible and sustainable fishing.
2. Without prejudice to COFA's responsibilities of the PRC fishing vessels, the Government shall assume responsibility for the effective application of the fisheries monitoring, control and surveillance provisions in the Annex to this Agreement. PRC fishing vessels shall cooperate with the competent Seychelles authorities responsible for carrying out such monitoring, control and surveillance.

Article 11

Management and Compliance Committee (MCC)

The MCC shall:

1. be set up composed of representatives of the competent Seychelles authorities and COFA to monitor the application of this Agreement.
2. perform the following functions and, where appropriate, take decisions with a view to:
 - (a) monitor the performance, interpretation and assess the functioning and effectiveness of this Agreement;
 - (b) act as a forum for the amicable settlement of disputes regarding the interpretation or application of this Agreement;

(c) perform any other function which the Parties may decide by mutual consent.

3. In addition, the MCC may adopt modifications to the Annex to this Agreement in particular regarding the conditions and modalities under which the PRC fishing vessels carry out their fishing activities.
4. The MCC shall exercise its functions in accordance with the objectives of this Agreement.
5. The MCC may meet at least once a year and the decisions of the meetings shall be recorded in the signed minutes of meeting. It shall hold an extraordinary meeting at the request of either of the Parties.

Article 12

Electronic exchanges of data

1. COFA shall undertake to implement the necessary systems for the electronic exchange of all information and documents related to the implementation of this Agreement between the PRC fishing vessels and the Competent Seychelles Authority. The electronic form of a document at any point shall be considered equivalent to the original paper version in the manner defined in the Annex to this Agreement.
2. Both Parties shall immediately notify the other Party of any disruption of a computer system impeding such exchanges. In these circumstances, the information and documents related to the implementation of this article shall be automatically replaced by their original paper version in the manner defined in the Annex to this Agreement.

Article 13

Amendment

Either of the Parties may propose amendments to this Agreement. The communication of the amendments shall be done in writing. The amendments that have been agreed to shall be binding upon both Parties and will form part of the Agreement.

Article 14

Duration

1. This Agreement shall be in force for three (3) years from the date of the last notification by which the Parties communicate to each other the completion of their internal procedures for the approval respectively.
2. The Agreement may be renewable for an additional duration of three (3) years, unless notice of termination is given in accordance with Article 17.

3. This Agreement shall be renewed through expression of intention by one Party and confirmation in writing by the other Party. The intention to renew shall be communicated six months before the expiration of the Agreement and the confirmation shall be communicated within three months of notification of the intention.

Article 15

Mid-term Review

The Parties shall conduct a mid-term review to assess the functioning and effectiveness of this Agreement.

Article 16

Suspension

1. Application of this Agreement may be suspended at the initiative of either of the Parties under one or more of the following circumstances:
 - (a) any situation beyond the reasonable control of either of the Parties, leading to prevention of fishing activities in the Seychelles fishing zone;
 - (b) where a serious and unresolved dispute occurs between the Parties over the interpretation or implementation of this Agreement;
2. Suspension of the Agreement shall be notified in writing by the suspending Party to the other Party and shall take effect one (1) month after receipt of such notification, unless the Parties decide by mutual consent to extend this period. The Parties shall enter into consultations after such notification of suspension with a view to finding an amicable settlement to their dispute.

Article 17

Termination

This Agreement may be terminated by either of the Parties at any time by communicating in writing to the other Party its intention to terminate within six (6) months in advance. The termination shall take effect one (1) month after receipt of such notification.

Article 18

Dispute Settlement

Any dispute with regards to the interpretation and/or implementation of this Agreement shall be settled by amicable negotiations by the Parties within thirty (30) days of such dispute arising and the same being brought forward by either of the Parties.

Article 19

Liability after expiration of this Agreement

Notwithstanding the expiration of this Agreement, at the end of the term of the Agreement referred to in Article 14 or its suspension under Article 16 or termination under Article 17, COFA shall continue to be liable for any unpaid dues or any breach of any provision of this Agreement or any laws of Seychelles which occurred before such expiration, suspension or termination or otherwise for any accrued liability.

In witness whereof the undersigned, being duly authorised by the respective Parties, have signed this Agreement in two sets of originals in the English language.

DONE at Victoria, Seychelles on this 31st day of July 2025.

**For and on behalf of the China Overseas
Fisheries Association**

**For and on behalf of the Government of
the Republic of Seychelles**

Mr. Zhao Gang
First Deputy President

Mr. Sylvestre Radegonde
Minister for Foreign Affairs and Tourism

ANNEX

CONDITIONS FOR THE PURSUIT OF FISHING ACTIVITIES BY PRC FISHING VESSELS

CHAPTER I GENERAL PROVISIONS

SECTION 1 DESIGNATION OF COMPETENT AUTHORITY AND DEFINITIONS

1. The purpose of this Annex is to implement the provisions of the Sustainable Fisheries Agreement between the Government of the Republic of Seychelles and COFA.
2. The definition of restricted and protected areas and coordinates is as meant and included in the Seychelles Fisheries Act, 2014, and any other applicable laws and regulations of Seychelles.
3. "Fishing licence" means a valid licence as per the Seychelles Fisheries Act, 2014 to engage in fishing activities within the Seychelles fishing zone in accordance with the terms and conditions of that fishing licence provided under the Agreement.

SECTION 2 PERIOD OF VALIDITY, APPLICATION AND ISSUING OF FISHING LICENCE

1. A fishing licence shall be valid for a period of six (6) months or for one (1) year, referred to as the "period of validity". For a one-year licence, the starting date of this period shall be the date on which the Agreement enters into force. All fishing licences shall end on the anniversary date of the Agreement and shall be subject to renewal during the validity of the Agreement.
2. For a period of three (3) years from the entry into force of this Agreement, the annual fishing opportunities granted under Article 6 of the Agreement shall be for a maximum of fifteen (15) PRC longline fishing vessels.

Eligibility for obtaining fishing licence to fish in the Seychelles fishing zone

3. Only eligible PRC longline fishing vessels may obtain a fishing licence to fish in the Seychelles fishing zone under the Agreement.
4. The licence fees shall be at the rate as fixed under Chapter I, Section 4 of this Annex.
5. For a PRC fishing vessel to be eligible, the following conditions shall be fulfilled:
 - (a) the vessel shall be registered in the PRC;

- (b) the vessel shall have the required seaworthiness;
- (c) the vessel shall have an agent resident in Seychelles;
- (d) the vessel shall be equipped with:
 - (i) vessel tracking device (VMS); and
 - (ii) electronic reporting system (ERS); compatible with standards prescribed by the competent Seychelles authorities.
- (e) the vessel must be equipped for industrial pelagic longline;
- (f) the owner and the master of the vessel shall be in good standing in the industry;
- (g) the vessel shall be authorised to fish in the IOTC convention area;
- (h) the vessel shall not be on the IUU fishing list of any Regional Fisheries Management Organisations (RFMOs).

Conditions of fishing licence to fish in the Seychelles fishing zone

6. PRC fishing vessels shall fulfil the following conditions:

- (a) the vessel tracking device (VMS);
- (b) electronic reporting system (ERS); and

shall be continuously operational while in Seychelles waters and shall be compatible with standards prescribed by the competent Seychelles authorities.

Application for fishing licence

- 7. The appointed agent representing PRC fishing vessels shall submit to the competent Seychelles authorities an application for a fishing licence for each PRC fishing vessel wishing to fish under the Agreement at least twenty-one (21) calendar days before the expected starting date of fishing activities.
- 8. PRC fishing vessel applying for fishing licence shall apply in the prescribed forms in Appendix 1 and the application shall be accompanied by the following documents:
 - (a) a recent digital colour photograph of the vessel showing:
 - i. the starboard side and portside of the vessel, each showing the whole structure;
 - ii. the bow of the vessel;
 - iii. at least one of the photographs clearly showing at least one of the external markings;
 - (b) a copy of the International Tonnage Certificate (1969) for vessels applying for licence and authorisation for the first time under the Agreement;
 - (c) any other documents or certificates required under the laws of Seychelles.
- 9. COFA or agent shall pay the prescribed fees due for the full period of validity of the fishing licence.
- 10. The competent Seychelles authorities shall notify COFA of the details of the Seychelles' account into which the fees payable by PRC fishing vessels under the Agreement shall be paid. The associated bank transfer costs shall be borne by PRC fishing vessels or its Agent.

Issuing of fishing licence

11. Fishing licence shall be issued to the fishing vessels' agent(s) within fifteen (15) days of receipt of all documents referred to in paragraph 8 and proof of payment by the agent of the prescribed fee for the period of validity of the fishing licence to be issued by the competent Seychelles authorities. An authorised PRC fishing vessel shall keep on board the original fishing licence. Nevertheless, an electronic copy of the fishing licence shall be considered equivalent to the original version.

Transfer of fishing licence and authorisation

12. A fishing licence shall be issued for a specific fishing vessel and shall not be transferable, except on grounds of *force majeure*.
13. Where *force majeure* is proven, at the request of COFA, a vessel's fishing licence may be transferred for the remaining period of its validity to another eligible PRC fishing vessel with similar characteristics, with no further fees due.
14. The agent of that fishing vessel, shall return the cancelled fishing licence to the competent Seychelles authorities. The agent shall be informed without delay by the competent Seychelles authorities of the cancelled fishing licence.
15. The new fishing licence shall take effect on the day that the agent returns the cancelled fishing licence to the competent Seychelles authorities. The agent shall be informed without delay by the competent Seychelles authorities of the issuance of the new fishing licence.

SECTION 3 FISHING LICENCE CONDITIONS

1. PRC fishing vessels under the Agreement shall engage in fishing activities as provided in Article 4, paragraph 4 of the Agreement.
2. When in Seychelles waters, PRC fishing vessels shall:
 - (a) keep on board a bounded fishing logbook with consecutive page numbering;
 - (b) record their daily fishing activities on a set by set basis in a logbook format as provided in Appendix 2(c);
 - (c) when there are no fishing activities, fishing vessels shall record their position at noon (Local time);
 - (d) submit the logbook weekly to the competent Seychelles authorities until the vessel concludes its fishing trip as defined in Chapter 3 Section 3, to the email address fmcsc@sfa.sc no later than 4pm Seychelles time, every Friday for data recorded for the previous week;
3. PRC fishing vessel calling to Port Victoria shall notify the competent Seychelles authorities of its port call:
 - (a) at least 24 hours before the expected time of arrival of the vessel in port;

- (b) in the event that the expected time of arrival into a port falls on a weekend, or is on a day of Seychelles national public holiday, PRC fishing vessel shall notify the competent Seychelles authorities of its intention to call to port as described above, at least 24 hours before the last working day.
4. The notification required in paragraph 3 shall be accompanied by the final logbook completed for the whole of the fishing trip undertaken.
 5. The notification required in paragraph 3 shall be sent to the competent Seychelles authorities to the email address fmcsc@sfa.sc in the form prescribed in Appendix 2.(b).
 6. Receipt of notifications required in paragraph 3 shall be acknowledged by the competent Seychelles authorities within 24 hours of receipt.
 7. In the event that the competent Seychelles authorities is not satisfied with information provided by PRC fishing vessel requested in this section, or has reason to believe that PRC fishing vessel has supplied false or misleading information to the competent Seychelles authorities, the competent Seychelles authorities shall undertake measures necessary to ascertain the validity and authenticity of the information provided.
 8. PRC fishing vessels shall take onboard scientific or compliance observers as required by the competent Seychelles authorities whenever necessary.

SECTION 4 FEES AND ADVANCE PAYMENTS

1. The fishing licence fee shall be as follows:
 - i. USD 25,000 in respect of six (6) months period for an industrial longline fishing vessel to fish in Seychelles fishing zone
 - ii. USD 33,000 in respect of one (1) year period for an industrial longline fishing vessel to fish in Seychelles fishing zone
 - iii. USD 1,300 in respect of one (1) year period for an industrial longline fishing vessel VMS administration to fish in the Seychelles fishing zone.
2. Licence for a six (6) month period shall be valid within that same calendar year and shall not be pro-rated.

CHAPTER II CONSERVATION AND TECHNICAL MEASURES

1. PRC fishing vessels shall comply with the relevant laws of Seychelles and management measures as adopted by the IOTC.
2. In accordance with IOTC conservation and management measures and recommendations as

applicable, the Parties agree to cooperate towards the reduction of incidental catches of protected species in particular sharks and all marine turtles, marine mammals and reef fish. To this end, PRC fishing vessels shall apply technical and mitigating measures to improve the selectivity of fishing gears in order to implement fishing practices to reduce incidental catches and mortality of non-targeted species.

3. PRC fishing vessels shall conduct all fishing activities in a manner that does not affect the traditional, local-based fisheries of Seychelles.

CHAPTER III

MONITORING, CONTROL AND SURVEILLANCE

SECTION 1

CATCH NOTIFICATION

1. PRC fishing vessels licenced to fish in the Seychelles fishing zone under the Agreement, shall communicate their catches to the competent Seychelles authorities in the following manner, until such time as the Electronic Reporting System (ERS) is implemented by the Parties:
 - (a) PRC fishing vessels licenced to fish in the Seychelles fishing zone shall, on a daily basis, complete a statement of catch form prescribed by the competent Seychelles authorities, for every set of each fishing trip undertaken in Seychelles fishing zone. In the absence of catches, the form shall still be completed. The form shall be completed legibly and signed by the master of the vessel.
 - (b) the method to be used for the reporting of catches shall be done in accordance with the communication procedure set out in Appendix 2(c).
 - (c) as far as the notification of the statement of catch form referred to in points (a) and (b) is concerned, PRC fishing vessels shall;
 - i. when calling into Port Victoria, submit the completed statement of catch form to the competent Seychelles authorities 24 hours prior to arrival;
 - ii. in any other case, send the completed statement of catch form to the competent Seychelles authorities within 24 hours of exiting the Seychelles' waters.
2. In case of technical problems or malfunction of the ERS, statement of catches shall be made pursuant to paragraph 1.

SECTION 2

TRANSITION TO ERS

1. The competent Seychelles authorities shall ensure a transition to an electronic system for declaring catches as early as possible after the commencement of the application of the Agreement, at a date to be determined by competent Seychelles authorities. Once it is the case, the modalities for the declaration of catches shall be as follows;

- (a) the master of PRC fishing vessel engaged in fishing activities under the Agreement shall keep an electronic fishing logbook integrated into an Electronic Reporting system (ERS);
 - (b) PRC fishing vessels not equipped with an ERS shall not be authorised to engage in fishing activities.
2. The master of the fishing vessel shall be responsible for the accuracy of the data recorded in the electronic fishing logbook.
 3. The master of the fishing vessel shall record daily for each fishing operation, the estimated weight and processing type of species caught and kept on board or thrown back into the sea.
 4. When an PRC fishing vessel is present in Seychelles waters, but does not engage in any fishing activities, the position of the vessel at noon shall be recorded in the electronic fishing logbook.
 5. The master of the fishing vessel shall ensure that the electronic fishing logbook data is transmitted automatically and on a daily basis to the competent Seychelles authorities. The transmissions shall include the following:
 - (a) the vessel identification numbers and the name of the fishing vessel;
 - (b) the FAO 3-alpha code of species;
 - (c) the relevant geographical area (latitude and longitude) in which the catches were taken;
 - (d) the date and time of the catches;
 - (e) the type of gear, and where applicable the technical specifications and dimensions;
 - (f) the estimated quantities of species kept on board, weighed in kilograms, processing type or, where appropriate, the number of individual fish;
 - (g) the estimated quantities of species discarded, weighed in kilograms or, where appropriate, the number of individual fish.
 6. PRC fishing vessels shall ensure that they have the necessary equipment and software to transmit ERS data to the competent Seychelles authorities. ERS data shall be transmitted using the electronic means of communication at the cost of PRC fishing vessels.
 7. COFA shall ensure that fishing logbooks are automatically made available by ERS to the competent Seychelles authorities on a daily basis even in the event of a zero catch.
 8. The arrangements for reporting catches by ERS and the procedures in the event of malfunction are set out in Appendix 3.
 9. The competent Seychelles authorities shall handle data on the fishing activities of each PRC fishing vessel in a confidential and secure manner.
 10. The cost of installation, maintenance and satellite transmission of data reports from the ERS to the competent Seychelles authorities shall be borne by PRC fishing vessels.

SECTION 3 TRIP DURATION AND ENTRY INTO OR EXIT OUT OF SEYCHELLES EEZ

1. The duration of a trip by a PRC fishing vessel shall be defined by one of the following:
 - the period elapsing between entering and leaving the Seychelles fishing zone, with at least one fishing activity taking place in between; or
 - the period elapsing between entering the Seychelles fishing zone and entering Port Victoria, with at least one fishing activity taking place in between; or
 - the period elapsing between leaving Port Victoria and exiting the Seychelles EEZ, with at least one fishing activity taking place in between.
2. PRC fishing vessels shall notify their entry into or exit out of Seychelles EEZ to the competent Seychelles authorities.
3. While notifying entry into or exit out of Seychelles EEZ, PRC fishing vessels shall also communicate their position (latitude and longitude) and the tonnage and species on board. The notification shall be made by e-mail or alternatively through ERS, to the contact details provided by the competent Seychelles authorities as per Appendix 2 (a).

SECTION 4 LANDING AND/OR TRANSHIPMENT

1. The designated port for landing and/or transshipment activities in Seychelles by PRC fishing vessels under the Agreement is Port Victoria, Mahé.
2. PRC fishing vessels landing and/or transshipping catches in Port Victoria shall notify the competent Seychelles authorities at least 24 hours in advance of the vessels expected time of arrival in Port Victoria. The notification shall be sent electronically, and shall be submitted together with a pre-landing and/or pre-transshipment declaration which shall include the total amount of tuna and bycatch to be landed and/or transhipped as provided in the form prescribed in Appendix 4 and 5.
3. PRC fishing vessels landing and/or transshipping catches in Port Victoria shall allow and facilitate the scientific sampling and/or inspection of such operations by officers of the competent Seychelles authorities. Upon completion of such inspection, an inspection report shall be provided to the master of the vessel, which shall be signed by the head of the inspection team and the master.
4. The competent Seychelles authorities may require that an PRC fishing vessel delays the landing and/or transshipment of its catch while in Port Victoria, in the event of a suspected infringement of the Agreement or the laws of Seychelles.
5. No later than 48 hours of completion of landing and/or transshipment, or before leaving port, whichever happens first, the master of PRC fishing vessel shall complete and submit a final landing and/or transshipment declaration to the competent Seychelles authorities in accordance with Appendix

6 with a maximum margin of error of +/-10% per species of the pre-declaration submitted in paragraph 2.

SECTION 5 CONTROL AND INSPECTION

Inspection at sea and in port

1. Inspections at sea, in port or off port in the Seychelles waters on PRC fishing vessels under the Agreement shall be carried out by authorized fishery officers from competent Seychelles authorities who are clearly identified for the purpose of inspections.
2. Authorised officers from the competent Seychelles authorities may board a PRC fishing vessel in Seychelles waters to carry out an inspection at any time. The master of a PRC fishing vessel shall allow and facilitate the inspectors from the competent Seychelles authorities to come on board and carry out their work.
3. The inspection shall be carried out by a reasonable number of authorised officers, who must provide proof of their identities and official positions as an authorised officer before carrying out the inspection.
4. The authorised officers from the competent Seychelles authorities shall only stay on board a PRC fishing vessel for the duration necessary to carry out tasks linked to the inspection. They shall carry out the inspection in a way which minimises the impact on the vessel, its fishing activity and cargo.
5. Images (photos or videos) made during inspections shall be intended for the authorities responsible for fisheries control and surveillance. They shall not be made public unless the national legislation provides otherwise.
6. At the end of each inspection, the authorised officer from the competent Seychelles authorities shall draw up an inspection report. The master of the PRC fishing vessel shall have the rights to include comments in the inspection report. The inspection report shall be signed by the authorised officer drawing up the report and the master of the PRC fishing vessel.
7. The signing of the inspection report by the master shall be without prejudice to the PRC fishing vessel owner's rights of defence during any infringement procedure. If the master of a PRC fishing vessel refuses to sign the report, he or she shall specify the reasons for doing so in writing, and the inspector shall write "Refused to sign" on it.
8. The authorised officer from the competent Seychelles authorities shall give a copy of the inspection report to the master of the PRC fishing vessel before leaving the vessel. The competent Seychelles authorities shall inform the agent of PRC fishing vessels of inspections carried out within 24 hours of their completion and of any infringements found, and send a copy of the inspection report to the agent of the PRC fishing vessel, and COFA as soon as practically possible.

Participatory monitoring in the fight against IUU fishing

9. In order to strengthen the fight against IUU fishing, masters of PRC fishing vessels shall report the presence of any vessels in the Seychelles fishing zone engaged in suspected activities which may constitute IUU fishing, providing as much information as possible about what has been sighted. Sighting reports shall be sent without delay to the competent Seychelles authorities.

Power to order an PRC fishing vessel to port

10. Based on reasonable ground that an offence has been, is being, or is about to be committed, the competent Seychelles authorities may order a PRC fishing vessel in Seychelles EEZ to terminate a fishing trip or fishing activity and proceed expeditiously to port for inspection concerning compliance to this Agreement and any laws of Seychelles.
11. COFA and the agent of the PRC fishing vessel shall be informed immediately of the order and reason thereto.

SECTION 6 VESSEL MONITORING SYSTEM (VMS)

1. PRC fishing vessels licenced under the Agreement shall be equipped with a satellite based vessel tracking device in accordance with the laws of Seychelles.
2. It shall be prohibited to move, disconnect, destroy, damage, interfere with or render inoperative the continuous tracking device using satellite-based communications or monitoring device placed on board PRC fishing vessels for the purposes of data transmission or to intentionally alter, divert or falsify data transmitted or recorded by such a system.
3. PRC fishing vessels shall communicate their position automatically and continuously, at least every hour to the competent Seychelles authorities. This frequency may be increased to every 30 minutes by the competent Seychelles authorities, as part of investigative measures into a vessel's activities.
4. COFA shall ensure that VMS positions are automatically made available in near real time for the period during which PRC fishing vessels are in Seychelles EEZ to the competent Seychelles authorities. Each position message shall contain:
 - (a) the vessel identification;
 - (b) the most recent geographical position of the vessel (longitude, latitude), with a margin of error of less than 100 metres and with a confidence interval of 99 %;
 - (c) the date and time the position is recorded;
 - (d) the vessel's speed and course.
5. The specifications for notifying PRC fishing vessel positions by VMS and the procedures in the event of malfunction are set out in Appendix 7.
6. The cost of installation, maintenance, and satellite transmission of position reports from the VMS to the competent Seychelles authorities shall be borne by the PRC fishing vessels.

SECTION 7 REPORTING REQUIREMENTS

Where PRC fishing vessels are required to provide any information or make any report pursuant to this Agreement or under any laws of Seychelles, such information or reports shall be:

- (a) true, correct and complete in every respect;
- (b) prepared by the PRC fishing vessel licenced under the Agreement or the Agent;
- (c) submitted in the required form and format;
- (d) submitted at the required time or times;
- (e) submitted to the designated person or body.

SECTION 8 DUTY OF MASTER OF PRC FISHING VESSEL TO ASSIST SAMPLING TECHNICIANS

The master of a PRC fishing vessel shall, at all times, allow on board and facilitate the activities of the port sampling technicians, in the performance of their duties.

CHAPTER IV SCIENTIFIC OBSERVERS

Scientific Observation of fishing activities

1. The Parties recognise the importance of respecting the obligations of relevant IOTC resolutions with regards to the Scientific Observer Programme and relevant Seychelles' laws and regulations, including electronic observation schemes. However, the modalities for the implementation of electronic observation schemes shall take into account the practical implications for the fleets and the time needed for the transition.

Designated vessels and scientific observers

2. PRC fishing vessels licenced to fish in the Seychelles fishing zone under this Agreement shall, at the request of the competent Seychelles authorities, embark one scientific observer, in the context of a national or regional observer programme under the terms set out in this Chapter. The embarkation of additional observer shall also be considered subject to a case by case agreement.
3. The competent Seychelles authorities shall draw up a list of PRC fishing vessels designated to embark a scientific observer and a list of appointed scientific observers, while taking into account the characteristics of the vessels and possible space limitations due to security requirements. The list shall be kept up to date and forwarded to the agent of PRC fishing vessels as soon as it has been drawn up, and each time it is updated.

4. The competent Seychelles authorities shall communicate the name of the designated scientific observer to the agent of the PRC fishing vessel concerned no later than fifteen (15) days before the scientific observer's planned embarkation date.

Embarkation conditions

5. The time spent on board by observers shall be fixed by the competent Seychelles authorities and, as a general rule, shall not exceed the time required to carry out their duties. In the context of a regional scientific observer programme, the scientific observer may remain on board for a mutually agreed extended period. The competent Seychelles authorities shall inform the agent of the PRC fishing vessel thereof when notifying the name of the designated scientific observer.
6. The conditions for embarkation of scientific observers shall be agreed between the agent of the PRC fishing vessels and the competent Seychelles authorities, after the notification of the designated scientific observers.
7. Where scientific observers are to be embarked in Port Victoria, the competent Seychelles authorities shall give the agent of the PRC fishing vessel two weeks' notice of its intention to deploy a scientific observer. The agent of the PRC fishing vessel shall, within five working days of receipt of the notice, confirm the feasibility, location, and on what date they intend to embark the scientific observer.
8. If a scientific observer is not present at the time and place agreed, the competent Seychelles authorities shall inform the agent of the PRC fishing vessel and shall propose a new deployment schedule within six hours of the original deployment schedule. The PRC fishing vessel shall be relieved of its obligation to embark a scientific observer, if the competent Seychelles authorities fail to embark a scientific observer within the six hour timeframe.
9. PRC fishing vessels shall bear the cost of providing board/food and accommodation for scientific observers in the same conditions as for the officers on board the vessel.
10. Scientific observers shall be treated as officers.
11. The salary and applicable taxes of the scientific observers shall be borne by the competent Seychelles authorities.

Scientific observer's duties

12. Scientific observers shall observe and record the fishing activities of PRC fishing vessels for scientific purposes, in particular:
 - (a) the species, quantity, size and condition of fish taken,
 - (b) the method by which, the areas in which, and the depth at which, fish are taken,
 - (c) the position of the PRC fishing vessels engaged in fishing operations and the fishing gear used,
 - (d) the catch data for the Seychelles fishing zone recorded in the logbook, including the percentage of bycatch and an estimation of discards,
 - (e) where relevant, processing, transshipment, storage, or disposal of any fish.

13. Scientific observers shall maintain a regular communication channel with the competent Seychelles authorities, making use of the communication means available on board the PRC fishing vessel.
14. In addition, scientific observers may carry out other duties such as:
 - (a) perform biological sampling in the context of a scientific programme,
 - (b) monitor the impact of the fishing activities on the resource and on the environment.
15. The masters of PRC fishing vessels shall do everything reasonably practicable to ensure the physical safety and welfare of observers while on board.
16. Scientific observers shall be offered every facility needed to carry out their duties. The master of the PRC fishing vessel shall give them access to the means of communication needed for the discharge of their duties, to documents regarding the vessel's fishing activities, in particular the logbook and the navigation log, and to those parts of the vessel necessary to facilitate the performance of their tasks as scientific observers.

Scientific observer's obligations

17. While on board, scientific observers shall:
 - (a) take all appropriate steps to ensure that the conditions of their boarding and presence on the PRC fishing vessel neither interrupt nor hamper fishing operations,
 - (b) take necessary care with regards to the material and equipment on board,
 - (c) ensure the confidentiality of all data and documents regarding the PRC fishing vessel and its activities and any information collected.
18. At the end of the embarkation and before leaving the PRC fishing vessel, the scientific observer shall draw up an activity report to be transmitted to the competent Seychelles authorities, with a copy to the agent of the PRC fishing vessel within fifteen (15) days. The report shall be signed by the scientific observer.

CHAPTER V ENFORCEMENT

Sanctions

1. Failure to observe the provisions of the Agreement and its Annex and Appendices or the applicable laws and regulations of Seychelles related to the conservation and management of marine living resources in Seychelles waters is an offence and shall be liable to a sanction in accordance with the laws of Seychelles.
2. The agent of PRC fishing vessels and COFA shall be immediately and fully informed of any sanctions and of all relevant facts related thereto.
3. Where the provisions set out in the Agreement are not complied with, the competent Seychelles

authorities reserve the rights to suspend or revoke the fishing licence of the offending PRC fishing vessel.

4. At the end of the suspension period, PRC fishing vessel may resume fishing activities for the remaining validity period of the licence.

Arrest and detention

5. The competent Seychelles authorities shall immediately inform the agent of PRC fishing vessels and the PRC and COFA of the arrest or detention of any PRC fishing vessel operating under the Agreement.

CHAPTER VI JOINT EFFORTS TO PROMOTE PORT AND PORT-RELATED ACTIVITIES

1. In the spirit of increasing port activities by PRC fishing vessels in Port Victoria, the Parties shall cooperate in making efforts to facilitate this purpose.
2. Seychelles, as the port State, will also cooperate with PRC fishing vessels to fulfil respective responsibilities in accordance with international laws.
3. The number of port calls by PRC fishing vessels to undertake port and port-related activities, shall be at least 50 percent of the number of licensed PRC fishing vessels fishing in Seychelles fishing zone during the first year of application of the Agreement. COFA shall gradually increase this level by 10 percent annually within the duration of the Agreement.
4. The MCC will review the level of port activities or impediments and the ways to enhance the Parties' efforts to achieve the goal.
5. For the purpose of this chapter, port activities include but are not limited to landing, transshipping, refueling, resupplying, maintenance, dry-docking, pickup or drop of crew and observer, and force majeure-related activities conducted in port Victoria and its anchorage area within the port limits. In addition, refueling with Seychelles authorized bunkers within Seychelles' EEZ shall also be considered as port activity.
6. For the purposes of conducting port activities, PRC fishing vessels shall only use its respective local agent.

Appendices

- Appendix 1: Seychelles fishing licence application form for PRC fishing vessels to fish in Seychelles fishing zone
- Appendix 2: Communication format reports
 - (a) Entry/Exit report
 - (b) PSM port entry notification
 - (c) Catch report
- Appendix 3: Catch Reporting by ERS and Malfunction Notification
- Appendix 4: Landing and/or transhipment notification form
- Appendix 5: Pre-landing and/or pre-transhipment form
- Appendix 6: Final landing and/or final transhipment form
- Appendix 7: Vessel Monitoring System (VMS)

APPENDIX 1

Seychelles fishing licence application form for PRC fishing vessels to fish in Seychelles fishing zone



**SEYCHELLES
FISHERIES
AUTHORITY**

P.O Box 449, Fing Port, Victoria Mahe, Seychelles, info@sfa.sc, +248 4670300, www.sfa.sc

APPLICATION FOR FOREIGN FISHING LICENCE

Name of Applicant _____

Company registration no. _____

Business / postal address _____

Tel No. _____ Fax No _____ e-mail _____

Name of vessel owner or chartered if different from above _____

VESSEL DETAILS

Name of Skipper _____

Name of Vessel _____ Registration no. _____

Port and Country of registration _____

Type of vessel _____ IMO No. _____

IOTC No. _____ and/or OPRT No. _____

Vessel Length (M) _____ Vessel width (M) _____

Gross Registered Tonnage _____ Net registered Tonnage _____

Engine Type and Horsepower _____

Radio Call Sign _____ Frequency _____

Description of fishing operation authorised; _____

Species of fish to be taken: TUNA AND TUNA LIKE SPECIES

Areas to be fished: ALL AREAS EXCEPT AREAS STIPULATED IN THE FISHERIES REGULATIONS

Requirement for disposal of by catch: AS PER FISHERIES ACT AND REGULATION

Reporting requirement: AS PER FISHERIES ACT AND REGULATION

VMS requirement: AS PER FISHERIES ACT AND REGULATION AND ESTABLISHED COMMUNICATION PROTOCOL

Authorised port of landing: PORT VICTORIA MAHE SEYCHELLES

License period requested from _____ to _____

I hereby certify that the particulars given above are true and correct

DATE ----- SIGNATURE OF APPLICANT -----

FOR OFFICIAL USE

Licence fee SR... ..

Cash/Cheque No... .. Receipt No

Signature of Cashier:

APPENDIX 2
Communication format reports

a. Entry / Exit report

i. Entry in Seychelles EEZ

ADDRESSEE:.....

ACTION CODE:.....

VESSEL NAME:.....

INTERNATIONAL RADIO CALL SIGN:.....

POSITION OF ENTRY:.....

DATE AND TIME:.....

QUANTITY OF FISH ON BOARD

YELLOWFIN:.....

BIG EYE TUNA:.....

SKIPJACK:.....

OTHERS:.....

TOTAL:.....

ii. Departure from Seychelles EEZ

ADDRESSEE:.....

ACTION CODE:.....

VESSEL NAME:.....

INTERNATIONAL RADIO CALL SIGN:.....

POSITION OF DEPARTURE:.....

DATE AND TIME:.....

QUANTITY OF FISH ON BOARD

YELLOWFIN:.....



BIG EYE TUNA:.....

SKIPJACK:.....

OTHERS:.....

TOTAL:.....

b. PSM port entry notification

 Republic of Seychelles	<h2 style="margin: 0;">ADVANCE REQUEST FOR ENTRY IN PORT (AREP)</h2>				
1 Intended port of call		PORT VICTORIA			
2 Port State		SEYCHELLES			
3 Estimated date and time of arrival		<div style="display: flex; justify-content: space-around;"> ___/___/___ ___H___mn </div>			
4 Purpose(s)		<input type="checkbox"/> Landing <input type="checkbox"/> Transshipping <input type="checkbox"/> Packaging <input type="checkbox"/> Processing of fish <input type="checkbox"/> Refueling <input type="checkbox"/> Resupplying <input type="checkbox"/> Maintenance <input type="checkbox"/> Drydocking <input type="checkbox"/> Force majeure <input type="checkbox"/> Other:			
5 Port and date of last port call		___/___/___			
6 Name of the vessel				7 Flag State	
8 Type of vessel				9 IRCS	
10 Vessel contact information (Tel, Inmarsat, MMSI, email)					
11 Vessel owner(s) (Name, address, Tel, Fax, email)					
12 Certificate of registry ID				13 IMO ID	
14 External ID				15 IOTC ID	
16 VMS	<input type="checkbox"/> No <input type="checkbox"/> Yes: National <input type="checkbox"/> Yes RFMO(s)	Type:	<input type="checkbox"/> Argos <input type="checkbox"/> Inmarsat C <input type="checkbox"/> Inmarsat D/D+ <input type="checkbox"/> Iridium <input type="checkbox"/> Orbcomm <input type="checkbox"/> Qualcomm <input type="checkbox"/> Iridium Others : Model:		
17 Vessel dimensions		Length		Beam	
				Draft	
18 Vessel master name and nationality (Including Address, tel, fax, email)					
19 Relevant fishing authorization(s) (Issued by your flag State and/or coastal States)					
<i>Identifier</i>	<i>Issued by</i>	<i>Validity (From/to)</i>	<i>Fishing area(s)</i>	<i>Species</i>	<i>Gear</i>

[illegible]

I, [X], master of the [X] flagged vessel [X] having declared my intention to enter PORT VICTORIA - SEYCHELLES, hereby declare that:

- The above declaration is true and complete to the best of my knowledge and belief,
- The vessel has NOT engaged in or supported any form of IUU activity within the IOTC area,
- All fishing activities undertaken in the IOTC area were fully Compliant with the relevant IOTC requirements and Resolutions.

Request must be transmitted to (Seychelles Fishing Authority) at: (fmcsc@sfa.sc)

c. Catch report

Vessel Information		Cruise Information	
Flag Country :		Departure Date :	Arrival Date :
Company Name :		Departure Port :	Arrival Port :
Vessel Name :		Captain :	No. Of Crew :
Official Number :			
Call Sign :			
License Number :			
Vessel Size :			
Gross Tonnage, GT (Mt) :			
Overall length, LOA (m) :			

Gear configuration		Material		Specify*		Target	
Main Line length (m) :		Main line material :				Tropical	
Branchline length (m) :		Floatline material :				Albacore	
Floatline length (m) :		Branchline topline :				Swordfish	
Length between branches (m) :		Branchline traceline :				Others (S)	

Logbook for month : of Year :

Material* N = Nylon
NB = Nylon Braided
NM = Nylon Monofilament
OTH = Others

Date	Position			Set Start Time (UTC)	SST	Hook/Rake	Fishing Effort		Tunas										Billfishes															
	Latitude		NS				Longitude		WE	Total Hrs	Total Mts	Southern Bluefin (SBF)		Albacore (ALB)		Bigeye (BIG)		Yellowfin (YFT)		Bonito (BON)		Skipjack (SKJ)		Striped Marlin (MCS)		Black Marlin (BLM)		Bacalhau (BLA)		Swordfish (SFW)				
	NO	kg	NO				kg	NO	kg			NO	kg	NO	kg	NO	kg	NO	kg	NO	kg	NO	kg	NO	kg	NO	kg	NO	kg	NO	kg			
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SEYCHELLES
FISHERIES
AUTHORITY

P. O Box 449, Fishing Port, Mahé,
Republic of Seychelles

Version 01/2025

Monthly Logbook for Foreign Flagged Tuna Longliners

Logbook for month :

of Year :

Date	Sharks																											
	Blue Sharks (BSH)				Mako Shark (MAK)				Porbeagle Sharks (POR)				Hammer-head Sharks (SPN)				Tiger Sharks (TIG)				Crocodile Sharks (PSK)				Silky Sharks (FAL)			
	HG				HG				HG				HG				HG				HG				HG			
	Retained	Released Alive	Discarded Dead		Retained	Released Alive	Discarded Dead		Retained	Released Alive	Discarded Dead		Retained	Released Alive	Discarded Dead		Retained	Released Alive	Discarded Dead		Retained	Released Alive	Discarded Dead		Retained	Released Alive	Discarded Dead	
	NO	kg	NO	NO	NO	kg	NO	NO	NO	kg	NO	NO	NO	kg	NO	NO	NO	kg	NO	NO	NO	kg	NO	NO	NO	kg	NO	NO
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Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Monthly Logbook for Foreign Flagged Tuna Longliners

Version 01/2025

P.O Box 449, Fishing Port, Mahé,
Republic of Seychelles

Logbook for month :

of Year :

Date	Interaction With Other Species															Remarks		
	Marine Mammals			Sea Birds			Marine Turtles			Mobulid Rays			Cetaceans				Whale Sharks	
	Species	Released Alive	Discarded Dead	Species	Released Alive	Discarded Dead	Species	Released Alive	Discarded Dead	Species	Released Alive	Discarded Dead	Species	Released Alive	Discarded Dead		Released Alive	Discarded Dead
		NO	NO		NO	NO		NO	NO		NO	NO		NO	NO			
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Total		0	0		0	0		0	0		0	0		0	0	0	0	

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APPENDIX 3

Catch Reporting by ERS and Malfunction Notification

General provisions

1. All PRC fishing vessels must be equipped with an electronic system ("ERS"), capable of recording and transmitting data related to the fishing activity of the vessel ("ERS data"), whenever the vessel is operating in the Seychelles fishing zone.
2. If an PRC fishing vessel is not equipped with an ERS or if the ERS installed on board that vessel is not functional, the vessel shall not be allowed to conduct fishing activities within the Seychelles fishing zone.
3. In the event of breakdown within Seychelles waters, the ERS of PRC vessel shall be repaired or replaced within thirty days. If the ERS is not repaired or replaced, the PRC fishing vessel shall no longer be authorized to fish within the Seychelles fishing zone.
4. The ERS data shall be transmitted in accordance with guidelines to be established by the Parties, which shall ensure the automatic provision to the Seychelles FMC.

ERS communications

5. The Parties shall designate an ERS correspondent to act as the point of contact for matters concerning the implementation of the provisions of this Appendix. The Parties shall notify each other of the contact details of their ERS correspondents and, where appropriate, update that information without delay.
6. ERS data shall be transmitted by the PRC fishing vessels or their authorized service provider automatically to competent Seychelles Authority.

Failure of the electronic transmission system on board PRC fishing vessel or the communication system

7. The Parties shall inform each other without delay of any event likely to affect the transmission of the ERS data of one or more PRC fishing vessels.
8. If Seychelles' FMC does not receive the data to be transmitted by an PRC fishing vessel or its service provider, it shall notify this to the vessel's agent without delay. The PRC fishing vessel shall promptly investigate the reasons for the non-receipt of ERS data and shall inform Seychelles' FMC of the outcome of those investigations.
9. Where a failure occurs in the transmission between the PRC fishing vessel and the FMC, the FMC shall notify this without delay to the agent of the PRC fishing vessel. On receipt of that notification, the master of the PRC fishing vessel shall transmit the missing data to the competent Seychelles authority by any appropriate means of telecommunication every day, no later than 23.59 hours Seychelles time.
10. If the non-receipt of ERS data by Seychelles authorities is caused by the failure of the electronic systems under the supervision of either the PRC or Seychelles, the Party concerned shall take

prompt action to resolve the problem rapidly. The other Party shall be notified once the problem has been resolved.

Alternative means of communication

The email addresses of Seychelles' FMC to be used in the event of a failure in the ERS shall be as follows;

- fmesc@sfa.sc
- monitoring@sfa.sc.

APPENDIX 4

Landing and/or transshipment notification form

Part 1

(1) Location of transshipment: At sea ☐ In Port ☐

(2) Fishing Vessel		
Vessel name:	Vessel type: Longliner <input type="checkbox"/> Purse seiner <input type="checkbox"/> Other <input type="checkbox"/>	
Radio Call Sign:	Flag:	National Register Number, if available:
IOTC Record Number, if available:	Lloyds/IMO Number, if available:	

DD MM YY

COUNTRY&PORT

<p>(3) Departure Date: <table border="1" style="display: inline-table; width: 60px; height: 20px;"><tr><td style="width: 20px;"></td><td style="width: 20px;"></td><td style="width: 20px;"></td></tr></table></p> <p>(5) Return Date: <table border="1" style="display: inline-table; width: 60px; height: 20px;"><tr><td style="width: 20px;"></td><td style="width: 20px;"></td><td style="width: 20px;"></td></tr></table></p> <p>(7) Transshipment To Begin: <table border="1" style="display: inline-table; width: 60px; height: 20px;"><tr><td style="width: 20px;"></td><td style="width: 20px;"></td><td style="width: 20px;"></td></tr></table></p>										<p>(4) From: <table border="1" style="display: inline-table; width: 200px; height: 20px;"></table></p> <p>(6) To: <table border="1" style="display: inline-table; width: 200px; height: 20px;"></table></p> <p>(8) Location: <table border="1" style="display: inline-table; width: 200px; height: 20px;"></table></p>

(9) Location of catches: Indian Ocean ☒ Atlantic Ocean ☐ Pacific Ocean ☐

(10) Indicate the weight, in kilograms, by product(s) of species to be transhipped.

Species	Whole	Gutted	Headed	Filletted			F	Fr
TUNA								

(11) Master's name of Fishing Vessel:

Signature & Date:

Part 2

(12) Carrier Vessel	
Name:	Radio Call Sign:
Flag:	National Register Number, if available:
IOTC Record Number, if available:	Lloyds/IMO Number:

(13) Indicate the weight, in kilograms, by product of species transhipped

Species	Whole	Gutted	Headed	Filletted			F	Fr

(14) Date & time transshipment ends:

--	--	--

--	--	--

(15) Master's name of Fishing Vessel: (16) Master's name of Carrier Vessel: (17) Agent's / Observer's name:

Signature & Date:

Signature & Date:

Signature & Date:

Instructions for completing the IOTC Transhipment Declaration Form

For transhipment at sea: Sections 1, 2 and 7 - 11 of Part 1 and Section 12 of Part 2 of the form is to be completed by the Master of the fishing vessel and transmitted to the flag State at least **24 hours** in advance of any transhipment activity.

For transhipment in port: Part 1 of the form is to be completed by the Master of the fishing vessel and transmitted to the port State at least **48 hours** in advance of any transhipment activity. For catches made in the **Atlantic Ocean** or **Pacific Ocean** the Master of the fishing vessel shall complete only sections 2, 9 and 10.

Part 1

1. Indicate if the transhipment will take place at sea or in port.
2. Provide the required information listed in this section with regards to the fishing vessel. For vessel type, tick (✓) the appropriate box or for vessels other than longliners or purse seiners write the type of vessel under "Other".

Sections 3 – 6 need not be completed if transhipment is at sea.

3. Date the fishing vessel left port.
4. The name of the country and port the fishing vessel left.
5. Date the vessel returned to port or is expected to return to port.
6. The name of the country and port that the fishing vessel has returned to or is expected to return to.
7. The date on which transhipment is to begin.

Section 8 need not be completed if transhipment is in port.

8. The geographical coordinates of where transhipment is expected to take place; for transhipment at sea.
9. Tick (✓) the appropriate box(es) to indicate the location of where the catch on board was made.
10. Complete the table with the relevant information. Tick (✓) the appropriate column(s) for product types that are fresh (F) and/or frozen (Fr). Two blank columns are available for other product types not listed.
11. The Master of the fishing vessel shall sign Part 1 of IOTC Transhipment Declaration Form.

For transhipment at sea, Section 12 should also be completed together with Part 1.

*The Master of the fishing vessel shall duplicate the form completed at this stage as many times as required for the purpose of completing **Part 2** of the form.*

Part 2

If transhipment is to be effected to more than one carrier vessels, Part 2 of the form is to be completed for transhipments to each carrier vessel. Sections 12 – 15 are to be completed by the Master of the fishing vessel.

12. Provide the required information listed in this section with regards to the carrier vessel.
13. Complete the table with the relevant information. Tick (✓) the appropriate column(s) for product types that are fresh (F) and/or frozen (Fr). Two blank columns are available for other product types not listed. To be completed immediately after transshipment.
14. Date and time on which transshipment was completed.
15. Provide the name and signature of the Master of the fishing vessel.
16. Provide the name and signature of the Master of the carrier vessel.
17. Provide the name and signature of the Agent of the fishing vessel or the observer, if transshipment was at sea.

Notes on transmission of the IOTC Transshipment Declaration to flag State, port State and landing State

- *Sections 1, 2 and 7 - 11 of Part 1 and Section 12 of Part 2 of the form is to be completed by the Master of the fishing vessel and transmitted to the flag State at least **24 hours** in advance of any transshipment activity taking place at sea.*
- **48 hours** before any transshipment activity, the Master of the fishing vessels shall complete Part 1 of the Transshipment Declaration Form and transmit it to the competent authorities of the vessel's flag State and the port State where transshipment will take place.
- Not later than **24 hours** after the end of a transshipment operation, the Master of the carrier vessel shall send the completed Transshipment Declaration Form to the competent authority of the port State where transshipment has taken place.
- Regardless of whether the transshipment is at sea or in port, not later than **15 days** after the end of transshipment operation, the Master of the fishing vessel shall send the completed Transshipment Declaration Form(s) to the fishing vessel's flag State.
- **48 hours** before any landings, the Master of the carrier vessel shall send the applicable Transshipment Declaration Forms to the authorities of the landing State.
- Upon receipt of a Transshipment Declaration Form, the landing State and the port State shall cooperate with the flag State of the fishing vessel to verify the accuracy of information received.

APPENDIX 5

Pre-landing and/or pre-transshipment form

Part 1

(1) Location of transshipment:

At sea

☐

In Port

☐

(2) Fishing Vessel

Vessel name:

Vessel type:

Longliner

☐

Purse seiner

☐

Other

☐

Radio Call Sign:

Flag:

National Register Number, if available:

IOTC Record Number, if available:

Lloyds/IMO Number, if available:

DD

MM

YY

COUNTRY&PORT

(3) Departure Date:

(4) From:

(5) Return Date:

(6) To:

(7) Transshipment To Begin:

(8) Location:

(9) Location of catches:

Indian Ocean

☒

Atlantic Ocean

☐

Pacific Ocean

☐

(10) Indicate the weight, in kilograms, by product(s) of species to be transhipped.

Species	Whole	Gutted	Headed	Filletted			F	Fr
TUNA								

(11) Master's name of Fishing Vessel:

Signature & Date:

Part 2

(12) Carrier Vessel

Name:

Radio Call Sign:

Flag:

National Register Number, if available:

IOTC Record Number, if available:

Lloyds/IMO Number:

(13) Indicate the weight, in kilograms, by product of species transhipped

Species	Whole	Gutted	Headed	Filleted			F	Fr

(14) Date & time transhipment ends:

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(15) Master's name of Fishing Vessel: (16) Master's name of Carrier Vessel: (17) Agent's / Observer's name:

Signature & Date:

Signature & Date:

Signature & Date:

Instructions for completing the IOTC Transhipment Declaration Form

For transhipment at sea: Sections 1, 2 and 7 - 11 of Part 1 and Section 12 of Part 2 of the form is to be completed by the Master of the fishing vessel and transmitted to the flag State at least **24 hours** in advance of any transhipment activity.

For transhipment in port: Part 1 of the form is to be completed by the Master of the fishing vessel and transmitted to the port State at least **48 hours** in advance of any transhipment activity. For catches made in the **Atlantic Ocean** or **Pacific Ocean** the Master of the fishing vessel shall complete only sections 2, 9 and 10.

Part 1

18. Indicate if the transhipment will take place at sea or in port.

19. Provide the required information listed in this section with regards to the fishing vessel. For vessel type, tick (✓) the appropriate box or for vessels other than longliners or purse seiners write the type of vessel under "Other".

Sections 3 – 6 need not be completed if transhipment is at sea.

20. Date the fishing vessel left port.

21. The name of the country and port the fishing vessel left.

22. Date the vessel returned to port or is expected to return to port.

23. The name of the country and port that the fishing vessel has returned to or is expected to return to.

24. The date on which transhipment is to begin.

Section 8 need not be completed if transhipment is in port.

25. The geographical coordinates of where transhipment is expected to take place; for transhipment at sea.

26. Tick (✓) the appropriate box(es) to indicate the location of where the catch on board was made.

27. Complete the table with the relevant information. Tick (✓) the appropriate column(s) for product types that are fresh (F) and/or frozen (Fr). Two blank columns are available for other product types not listed.

28. The Master of the fishing vessel shall sign Part 1 of IOTC Transhipment Declaration Form.
For transhipment at sea, Section 12 should also be completed together with Part 1.

*The Master of the fishing vessel shall duplicate the form completed at this stage as many times as required for the purpose of completing **Part 2** of the form.*

Part 2

If transhipment is to be effected to more than one carrier vessels, Part 2 of the form is to be completed for transshipments to each carrier vessel. Sections 12 – 15 are to be completed by the Master of the fishing vessel.

29. Provide the required information listed in this section with regards to the carrier vessel.

30. Complete the table with the relevant information. Tick (✓) the appropriate column(s) for product types that are fresh (F) and/or frozen (Fr). Two blank columns are available for other product types not listed. To be completed immediately after transhipment.

31. Date and time on which transhipment was completed.

32. Provide the name and signature of the Master of the fishing vessel.

33. Provide the name and signature of the Master of the carrier vessel.

34. Provide the name and signature of the Agent of the fishing vessel or the observer, if transhipment was at sea.

Notes on transmission of the IOTC Transhipment Declaration to flag State, port State and landing State

- *Sections 1, 2 and 7 - 11 of Part 1 and Section 12 of Part 2 of the form is to be completed by the Master of the fishing vessel and transmitted to the flag State at least **24 hours** in advance of any transhipment activity taking place at sea.*
- **48 hours** before any transhipment activity, the Master of the fishing vessels shall complete Part 1 of the Transhipment Declaration Form and transmit it to the competent authorities of the vessel's flag State and the port State where transhipment will take place.
- Not later than **24 hours** after the end of a transhipment operation, the Master of the carrier vessel shall send the completed Transhipment Declaration Form to the competent authority of the port State where transhipment has taken place.
- Regardless of whether the transhipment is at sea or in port, not later than **15 days** after the end of transhipment operation, the Master of the fishing vessel shall send the completed Transhipment Declaration Form(s) to the fishing vessel's flag State.
- **48 hours** before any landings, the Master of the carrier vessel shall send the applicable Transhipment Declaration Forms to the authorities of the landing State.
- Upon receipt of a Transhipment Declaration Form, the landing State and the port State shall cooperate with the flag State of the fishing vessel to verify the accuracy of information received.

APPENDIX 6

Final landing and/or final transshipment form

Part 1

(1) Location of transshipment: At sea ☐ In Port ☐

(2) Fishing Vessel			
Vessel name:	Vessel type:	Longliner <input type="checkbox"/>	Purse seiner <input type="checkbox"/>
Radio Call Sign:	Flag:	National Register Number, if available:	
IOTC Record Number, if available:	Lloyds/IMO Number, if available:		
Other <input type="checkbox"/>			

DD MM YY

(3) Departure Date:

(5) Return Date:

(7) Transshipment To Begin:

COUNTRY&PORT

(4) From:

(6) To:

(8) Location:

(9) Location of catches: Indian Ocean ☒ Atlantic Ocean ☐ Pacific Ocean ☐

(10) Indicate the weight, in kilograms, by product(s) of species to be transhipped.

Species	Whole	Gutted	Headed	Filletted			F	Fr
TUNA								

(11) Master's name of Fishing Vessel:
Signature & Date:

Part 2

(12) Carrier Vessel			
Name:	Radio Call Sign:		
Flag:	National Register Number, if available:		
IOTC Record Number, if available:	Lloyds/IMO Number:		

(13) Indicate the weight, in kilograms, by product of species transhipped

Species	Whole	Gutted	Headed	Filletted			F	Fr

(14) Date & time transshipment ends:

(15) Master's name of Fishing Vessel: (16) Master's name of Carrier Vessel: (17) Agent's / Observer's name:

Signature & Date:

Signature & Date:

Signature & Date:

Instructions for completing the IOTC Transhipment Declaration Form

For transhipment at sea: Sections 1, 2 and 7 - 11 of Part 1 and Section 12 of Part 2 of the form is to be completed by the Master of the fishing vessel and transmitted to the flag State at least **24 hours** in advance of any transhipment activity.

For transhipment in port: Part 1 of the form is to be completed by the Master of the fishing vessel and transmitted to the port State at least **48 hours** in advance of any transhipment activity. For catches made in the **Atlantic Ocean** or **Pacific Ocean** the Master of the fishing vessel shall complete only sections 2, 9 and 10.

Part 1

35. Indicate if the transhipment will take place at sea or in port.

36. Provide the required information listed in this section with regards to the fishing vessel. For vessel type, tick (✓) the appropriate box or for vessels other than longliners or purse seiners write the type of vessel under "Other".

Sections 3 – 6 need not be completed if transhipment is at sea.

37. Date the fishing vessel left port.

38. The name of the country and port the fishing vessel left.

39. Date the vessel returned to port or is expected to return to port.

40. The name of the country and port that the fishing vessel has returned to or is expected to return to.

41. The date on which transhipment is to begin.

Section 8 need not be completed if transhipment is in port.

42. The geographical coordinates of where transhipment is expected to take place; for transhipment at sea.

43. Tick (✓) the appropriate box(es) to indicate the location of where the catch on board was made.

44. Complete the table with the relevant information. Tick (✓) the appropriate column(s) for product types that are fresh (F) and/or frozen (Fr). Two blank columns are available for other product types not listed.

45. The Master of the fishing vessel shall sign Part 1 of IOTC Transhipment Declaration Form.

For transhipment at sea, Section 12 should also be completed together with Part 1.

*The Master of the fishing vessel shall duplicate the form completed at this stage as many times as required for the purpose of completing **Part 2** of the form.*

Part 2

If transhipment is to be effected to more than one carrier vessels, Part 2 of the form is to be completed for transhipments to each carrier vessel. Sections 12 – 15 are to be completed by the Master of the fishing vessel.

46. Provide the required information listed in this section with regards to the carrier vessel.
47. Complete the table with the relevant information. Tick (✓) the appropriate column(s) for product types that are fresh (F) and/or frozen (Fr). Two blank columns are available for other product types not listed. To be completed immediately after transshipment.
48. Date and time on which transshipment was completed.
49. Provide the name and signature of the Master of the fishing vessel.
50. Provide the name and signature of the Master of the carrier vessel.
51. Provide the name and signature of the Agent of the fishing vessel or the observer, if transshipment was at sea.

Notes on transmission of the IOTC Transshipment Declaration to flag State, port State and landing State

- *Sections 1, 2 and 7 - 11 of Part 1 and Section 12 of Part 2 of the form is to be completed by the Master of the fishing vessel and transmitted to the flag State at least **24 hours** in advance of any transshipment activity taking place at sea.*
- **48 hours** before any transshipment activity, the Master of the fishing vessels shall complete Part 1 of the Transshipment Declaration Form and transmit it to the competent authorities of the vessel's flag State and the port State where transshipment will take place.
- Not later than **24 hours** after the end of a transshipment operation, the Master of the carrier vessel shall send the completed Transshipment Declaration Form to the competent authority of the port State where transshipment has taken place.
- Regardless of whether the transshipment is at sea or in port, not later than **15 days** after the end of transshipment operation, the Master of the fishing vessel shall send the completed Transshipment Declaration Form(s) to the fishing vessel's flag State.
- **48 hours** before any landings, the Master of the carrier vessel shall send the applicable Transshipment Declaration Forms to the authorities of the landing State.
- Upon receipt of a Transshipment Declaration Form, the landing State and the port State shall cooperate with the flag State of the fishing vessel to verify the accuracy of information received.

APPENDIX 7

Vessel Monitoring System (VMS)

Transmission by the PRC vessel in the event of breakdown of the Vessel Monitoring System (VMS)

1. The master of a PRC fishing vessel shall ensure at all times that the VMS of that vessel is fully operational and that the position messages are correctly transmitted to the FMC of the flag State of the PRC.
2. In the event of breakdown, the VMS of the PRC fishing vessel shall be repaired or replaced within 30 days. If the VMS has not been repaired or replaced within 30 days, the PRC fishing vessel shall no longer be authorised to fish.
3. PRC fishing vessels with a defective VMS shall communicate their position messages by email to the FMC at least every four hours, providing all the mandatory information.
4. Where a PRC fishing vessel's VMS is found to have been tampered with in order to disrupt its operation or falsify its position messages, the master of that PRC fishing vessel shall be liable. Any infringement shall be subject to the penalties under the laws of Seychelles.

Revision of the frequency of position messages

5. On the basis of documentary evidence pointing to an infringement, Seychelles FMC may request COFA and Agent to reduce the interval for sending position messages from a PRC fishing vessel to every 30 minutes for a set period of investigation. Seychelles FMC shall send this documentary evidence to COFA. The PRC fishing vessel shall immediately send position messages to Seychelles FMC at the new frequency.
6. At the end of the investigation period, Seychelles FMC shall inform COFA and Agent of any follow-up action that is required.