

SUSTAINABLE FISHERIES AGREEMENT

Between

Government of the Seychelles and Deepsea Fisheries Management Ltd for Industrial Longline Fishing Vessels Registered in Seychelles

Government of Seychelles (hereinafter called **GOVERNMENT**) and **Deepsea Fisheries Management Ltd**, a company registered in Seychelles under the International Business Companies (IBC) Act 2016 (hereinafter called **COMPANY**) bearing registration number 005904.

have agreed to enter into a Sustainable Fisheries Agreement.

Both parties shall be hereinafter referred to as the '**Parties**' collectively.

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,

CONSIDERING the close working relationship between the Parties and the mutual desire to intensify their relationship,

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, and in particular to article 116, with regards to freedom of fishing on the high seas.

DETERMINED to take necessary measures to implement the principles established by the Code of Conduct for Responsible Fisheries adopted at the FAO Conference in 1995, the FAO Agreement on Port State Measures to Prevent, Deter and Eliminate Illegal, Unreported and Unregulated (IUU) Fishing, and the FAO Voluntary Guideline on Flag State Responsibility.

DETERMINED to apply the resolutions and recommendations adopted by the Indian Ocean Tuna Commission (IOTC), and the Southern Indian Ocean Fisheries Agreement (SIOFA) and other relevant regional organisations to which Seychelles is party to.

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

CONVINCED that such cooperation must take the form of initiatives and measures which, whether taken jointly or separately, are complementary, and ensure consistency with Seychelles fisheries policies.

DESIROUS of establishing terms and conditions governing the fishing activities of the **COMPANY** vessels in Seychelles fishing zone and outside Seychelles EEZ.

DESIROUS of applying the principle of non-discrimination for all Seychelles registered fishing vessels operating within and outside Seychelles, which have the same characteristics and target the same species as those covered by this Agreement,

RESOLVED to pursue closer economic cooperation in the fishing industry and related activities contributing to the blue economy of Seychelles and return of better socio-economic benefits.

HEREBY AGREE AS FOLLOWS:

Article 1
Purpose

1. The purpose of this Agreement is to establish the terms and conditions under which COMPANY fishing vessels registered in Seychelles may carry out longline fishing and related activities in the Seychelles fishing zone and outside Seychelles EEZ.

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 and outside Seychelles EEZ to guarantee the conservation and sustainable exploitation of fisheries resources, and developing the Seychelles fisheries sectors;
 - (b) the conditions governing access by COMPANY fishing vessels to fish in the Seychelles fishing zone and outside Seychelles EEZ;
 - (c) cooperation on the management, control and surveillance measures with a view to ensuring that the conditions set out in this Agreement are complied with, 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 the Parties are aimed at further developing economic activities in the Seychelles fisheries sector and related activities, in the common interest of both Parties and in particular to ensure better socio-economic returns to Seychelles and foster joint- enterprise with Seychelles nationals.

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) "COMPANY fishing vessel" means an industrial longline fishing vessel registered in Seychelles;
- (c) "fishing" and "fishing related activities" have the same meaning as defined in the 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 COMPANY vessels to engage in fishing activities;
- (e) "Joint-enterprise" means a commercial company set up in Seychelles by COMPANY 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 IOTC and SIOFA conservation and management measures applicable to the nature of the licence under this Agreement;
- (i) "Transshipment" has the same meaning as in the relevant IOTC and SIOFA conservation and management measures applicable to the nature of the licence under this Agreement. Transshipment also includes the transfer of fish into containers;
- (j) "IUU fishing" has the same meaning as defined in the relevant IOTC and SIOFA conservation and management measures 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 outside Seychelles EEZ in areas under the management of IOTC and SIOFA.
2. The principle of non-discrimination shall govern this Agreement.
3. In the interest of transparency, Government undertakes to make public information relating to this Agreement licencing and authorising COMPANY fishing vessels to fish in Seychelles fishing zone and outside Seychelles EEZ, and the resulting fishing effort, in particular the number of fishing licences and authorisations issued, and the catches reported.
4. COMPANY fishing vessels under this Agreement shall engage in fishing activities in:

(a) IOTC area of competence for species under the mandate of IOTC as follows:

- i. target yellowfin tuna, bigeye tuna, albacore, skipjack tuna, swordfish, billfishes and any other species under IOTC management and/or as approved by the licence.
- ii. any other species listed in Annex 1 of the United Nations Convention on the Law of the Sea (UNCLOS) other than the target species mentioned in paragraph 4(a)(i) shall be considered as bycatch. In addition, oilfish, escolar and any other species not prohibited that might be incidentally caught in the normal surface longline operation shall be considered as bycatch.
- iii. 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.

(b) SIOFA agreement area for fishery resources as defined by its Agreement.

5. COMPANY may be allocated with a fishing quota by the competent Seychelles authorities on a yearly basis for fishing in IOTC or SIOFA. For the purposes of this Agreement, fishing quota means a share of the fish catch or fishing effort allowed in a fishery.
6. COMPANY shall notify the competent Seychelles authorities of its fishing quota distribution per individual fishing vessels before the 1 December of each calendar year prior to undertaking any fishing activities the following year.
7. COMPANY shall notify the competent Seychelles authorities at least seven (7) days of any fishing quota redistribution amongst COMPANY fishing vessels during the course of the fishing year for which the quota applies.
8. COMPANY shall report to the competent Seychelles authorities all catches of COMPANY fishing vessels made within a calendar year, by 7 January of the following year for quota management purposes by the competent Seychelles authorities.
9. COMPANY shall not exceed the total fishing quota allocated to it.
10. In the event of exceeding the total fishing quota allocated to it, the competent Seychelles authorities may take necessary measures and impose such sanctions as may be prescribed.
11. COMPANY shall comply with the national and regional scientific assessments and conservation and management measures adopted by the competent Seychelles authorities and regional fisheries management organisations and in particular the IOTC or SIOFA as appropriate.

12. The Parties undertake to implement the Agreement in accordance with due consideration to human rights, democratic principles and the rule of law, and fundamental elements regarding good governance.
13. The Parties shall endeavour to encourage economic cooperation in the fishing and processing industry in Seychelles, to enhance investments, resource valorisation, job creation.
14. COMPANY fishing vessels shall endeavour to use Port Victoria as their operational base and procure fuel for their fishing activities in Seychelles as a preferred option and shall also endeavour to procure other goods and services for their fishing activities in Seychelles.
15. The employment of seamen on-board COMPANY 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 and the laws of Seychelles. 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 COMPANY fishing vessels.
16. COMPANY 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 licence under the Licences Act of Seychelles.
17. A change of agent shall be notified to the competent Seychelles authorities immediately by both COMPANY and the new agent with the proper documentation to that effect.
18. COMPANY fishing vessels shall take onboard appropriate scientific or compliance observers as required by the competent Seychelles authorities whenever necessary.
19. Government shall notify COMPANY prior to the implementation of any decision adopted by Government that may affect the activities of the COMPANY fishing vessels under this Agreement. Such notification shall be communicated by the competent Seychelles authorities to COMPANY and its agent in a reasonable time.

Article 5

Data and scientific cooperation

1. The Parties shall cooperate scientifically to regularly assess the status of fish stocks in Seychelles fishing zone and outside Seychelles EEZ in collaboration with national, regional and sub-regional scientific bodies.
2. During the period of application of this Agreement, the Parties shall cooperate to monitor the evolution of resources in the Seychelles fishing zone and outside Seychelles EEZ and support the scientific and assessment work carried out by the competent Seychelles authorities and IOTC or SIOFA as appropriate.

Article 6

Registration of COMPANY fishing vessels in the Seychelles registry of ships

1. COMPANY fishing vessels operating under this Agreement shall be registered in the Seychelles registry of ships as per the Seychelles Merchant Shipping Act 1995, prior to application for fishing licence and authorisation.

Article 7

Fishing opportunities in Seychelles fishing zone

1. The competent Seychelles authorities may allocate fishing opportunities to COMPANY fishing vessels to engage in fishing activities in Seychelles fishing zone and outside Seychelles EEZ in accordance with this Agreement.
2. The fishing opportunities shall apply solely to species referred to in Article 4.
3. COMPANY fishing vessels under this Agreement shall be in possession of a valid fishing licence for the Seychelles fishing zone and authorisation for fishing outside Seychelles EEZ while actually engaged in fishing activities.
4. COMPANY fishing vessels engaged in fishing in Seychelles fishing zone and authorised to fish outside Seychelles EEZ for any part of a given year shall be required to have a valid fishing licence and authorisation and pay the prescribed fees for that whole year.
5. In the event a COMPANY fishing vessel is not engaged in fishing activities in a given year for reasons of repair, the vessel shall not be required to have a fishing licence or authorisation for that whole year. If the vessel is not engaged in fishing activities in a given year for reasons other than repair, the vessel shall seek authorisation to be exempted from the requirement of having a licence or authorisation.

Article 8

Licence to fish in Seychelles Fishing Zone and authorisation to fish outside Seychelles EEZ

1. COMPANY fishing vessels may engage in fishing activities in Seychelles fishing zone and outside Seychelles EEZ covered by this Agreement only if they hold a valid fishing licence and authorisation as per the Seychelles Fisheries Act, 2014. All fishing activities not covered by the fishing licence and authorisation shall be prohibited.
2. The competent Seychelles authorities shall issue fishing licences and authorisations to COMPANY fishing vessels exclusively under this Agreement.
3. The procedure for the pursuit of fishing activities by COMPANY fishing vessels in Seychelles fishing zone and authorisation to fish outside Seychelles EEZ shall be as set out in the Annex to this Agreement, including licence fees, authorisation fees, VMS communication fees, licence administration fees and method of payment to be used by COMPANY.

4. COMPANY shall ensure proper implementation of its obligations under this Agreement, Annex and Appendices.
5. The competent Seychelles authorities shall cause to be recorded with IOTC or SIOFA as appropriate, a list of authorised COMPANY fishing vessels permitted to fish in the IOTC area of competence or SIOFA agreement area.
6. COMPANY fishing vessels wishing authorisation to fish in the waters of other coastal States, where an agreement exist between Seychelles and the other coastal States, shall request authorisation to the competent Seychelles authorities through their agent.
7. COMPANY fishing vessels wishing authorisation to fish in the waters of other coastal States in the absence of an agreement between Seychelles and the other coastal States, shall notify the competent Seychelles authorities through their agent at least thirty (30) days prior to seeking such authorisation.
8. The competent Seychelles authorities shall consider such notification within fifteen (15) days of such request and may approve as it deems proper and necessary. In the event of disapproval, the competent Seychelles authorities shall record the reasons for denial and notify the agent of COMPANY fishing vessel.
9. Upon receipt of a fishing licence or authorisation to fish by COMPANY, COMPANY shall within forty-eight (48) hours or before commencing fishing activity submit a copy of the licence to the competent Seychelles authorities for authentication. Competent authorities shall within forty-eight (48) hours of receipt of the licence or authorisation, confirm their authenticity.
10. COMPANY fishing vessels entering into and exiting from the waters of another coastal State shall notify the competent Seychelles authorities twenty-four (24) hours prior to such entry and exit.
11. COMPANY fishing vessels entering into the port of another coastal State shall notify the competent Seychelles authorities seventy-two (72) hours prior to such entry and the reasons therefor, or through the Advanced Request for Entry into Port (AREP) except in an event of *force majeure*.

Article 9 **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, in the Indian Ocean and those species covered by SIOFA.
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 COMPANY within a reasonable time.

Article 10
Applicable law

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

Article 11
Promoting cooperation among Parties

1. The Parties shall encourage economic, commercial, scientific and technical cooperation in the fisheries and related sectors.
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 joint-enterprises 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. The creation of such joint-enterprises, including the transfer of fishing vessels shall comply with the laws of Seychelles.
4. At the request of the competent Seychelles authorities, COMPANY shall endeavour to facilitate human resources and capacity building in the Seychelles fisheries sector, particularly in longline fishing, in order to improve skills development and enhance training capacities of Seychelles seamen so as to contribute to sustainable fishing activities in Seychelles and the development of the Blue Economy.

Article 12

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. Government shall assume responsibility for the effective application of the fisheries Monitoring, Control and Surveillance (MCS) provisions in this Agreement. COMPANY fishing vessels shall comply with such measures as maybe prescribed by the competent Seychelles authorities from time to time.

Article 13

Electronic exchanges of data

1. COMPANY shall implement the necessary systems for the electronic exchange of all information and documents related to the implementation of this Agreement. 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 shall be automatically replaced by their original paper version in the manner defined in the Annex to this Agreement.

Article 14

Amendment

1. Either of the Parties may propose amendments to this Agreement. The amendments shall be binding upon the agreement of both Parties, and the amendments are incorporated in the agreement.
2. Policies of the GOVERNMENT which may have direct bearing on this Agreement shall be enforced without any formal amendment.

Article 15

Duration

1. This Agreement shall be in force for three years from 1 January 2023. It shall be renewable for additional duration of three years, unless notice of termination is given in accordance with Article 17.
2. Upon entering into force of this Agreement, all existing licences and authorisations previously issued shall continue but under the terms and conditions stated in the Annex.

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) other than natural phenomena, any situations beyond the reasonable control of either of the Parties, leading to prevention of fishing activities in the Seychelles fishing zone and outside Seychelles EEZ;
- (b) where a serious and unresolved dispute occurs between the Parties over the interpretation or implementation of this Agreement;
- (c) where Government ascertains a breach 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 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

1. This Agreement may be terminated by either of the Parties in the event of:

- (a) situations, other than natural phenomena, which are beyond the reasonable control of the Parties, and are such as to prevent fishing;
- (b) a depletion or degradation of the stocks concerned on the basis of best available independent and reliable scientific advice endorsed by Government;
- (c) serious and persistent violation of the obligations of COMPANY with regard to IUU fishing;
- (d) any other circumstances which amounts to serious violation of this Agreement by COMPANY.

2. Termination of this Agreement shall be notified in writing by the terminating Party to the other Party and shall take effect one 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 termination with a view to finding an amicable settlement to their dispute within a three-month period.


Article 18
Dispute Settlement

1. Any dispute with regards to the implementation/enforcement or the interpretation of this Agreement shall be settled by negotiation by the Parties within 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

1. Notwithstanding the expiration of this Agreement at the end of the term of the Agreement referred to in Article 15 or its suspension under Article 16 or termination under Article 17, COMPANY 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 of this Agreement or otherwise for any accrued liability.

.....
Minister Jean-Francois Ferrari
For and on behalf of the Government
of the Republic of Seychelles


.....
Director: Tan Howard
For and on behalf of the
COMPANY

ANNEX

CONDITIONS FOR THE PURSUIT OF FISHING ACTIVITIES BY COMPANY INDUSTRIAL LONGLINE FISHING VESSELS REGISTERED IN SEYCHELLES

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 Government of Seychelles and COMPANY.
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.
4. "Fishing authorisation" means a valid authorisation as per the Seychelles Fisheries Act, 2014 to engage in fishing activities outside Seychelles EEZ in accordance with the terms and conditions of that fishing authorisation provided under the Agreement.

SECTION 2

PERIOD OF VALIDITY, APPLICATION AND ISSUING OF FISHING LICENCE AND AUTHORISATION

1. A fishing licence and authorisation shall be valid for one year, referred to as the "period of validity". The starting date of this period shall be the date on which the Agreement enters into force. All subsequent fishing licence and authorisation shall end on the anniversary date of the Agreement and shall be subject to renewal during the validity of the Agreement.

Eligibility for obtaining fishing licence to fish in Seychelles fishing zone and for authorisation to fish outside Seychelles EEZ

2. Only eligible COMPANY fishing vessels may obtain a fishing licence to fish in the Seychelles fishing zone and authorisation to fish outside Seychelles EEZ under the Agreement.
3. The licence and authorisation fees shall be at the rate as fixed by this Annex.

4. For a COMPANY fishing vessel to be eligible, the following conditions shall be fulfilled:

- (a) the vessel shall be registered in Seychelles;
- (b) the vessel shall have the required seaworthiness;
- (c) the vessel shall have a resident agent in Seychelles;
- (d) the vessel shall be equipped with:
 - (i) electronic tracking device (VMS);
 - (ii) electronic monitoring system (EMS);
 - (iii) electronic reporting system (ERS);
 - (iv) automatic identification system (AIS)

compatible with standards prescribed by the competent Seychelles authorities.

- (e) the vessel must be equipped for industrial longline;
- (f) the owner and the master of the vessel shall be in good standing in the industry;
- (g) the vessel shall not be on the IUU list of any Regional Fisheries Management Organisations (RFMOs).

Conditions of fishing licence to fish in Seychelles fishing zone and for authorisation to fish outside Seychelles EEZ

5. COMPANY fishing vessel shall fulfil the following conditions:

- (a) the electronic tracking device (VMS);
- (b) electronic monitoring system (EMS);
- (c) electronic reporting system (ERS);
- (d) automatic identification system (AIS)

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

6. COMPANY fishing vessels shall conduct fisheries compliance inspection in Port Victoria once every year.

Application for fishing licence and authorisation

7. The appointed agent representing COMPANY fishing vessel shall submit to the competent Seychelles authorities an application for a fishing licence and authorisation for each COMPANY fishing vessel wishing to fish under the Agreement at least twenty-one (21) calendar days before the expected starting date of fishing activities.

8. COMPANY fishing vessel applying for fishing licence and authorisation 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 of adequate resolution showing a detailed lateral view of the vessel including the vessel's name and identification number (SFA number and Call Sign) visible on the hull;
- (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. COMPANY or agent shall pay the prescribed fees due for the full period of validity of the fishing licence and authorisation.

10. The competent Seychelles authorities shall notify COMPANY of the details of the Seychelles' Public Treasury account into which the fees payable by COMPANY fishing vessels under the Agreement shall be paid. The associated bank transfer costs shall be borne by COMPANY.

Issuing of fishing licence and authorisation

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

Transfer of fishing licence and authorisation

12. A fishing licence and authorisation 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 the COMPANY, a vessel's fishing licence and authorisation may be transferred for the remaining period of its validity to another eligible COMPANY fishing vessel with similar characteristics, with no further fees due.

14. The agent of that fishing vessel, shall return the cancelled fishing licence and authorisation to the competent Seychelles authorities. The agent shall be informed without delay by the competent Seychelles authorities of the cancelled fishing licence and authorisation.

15. The new fishing licence and authorisation shall take effect on the day that the agent returns the cancelled fishing licence and authorisation 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 and authorisation.

SECTION 3 FISHING LICENCE AND AUTHORISATION CONDITIONS

1. COMPANY fishing vessels under the Agreement shall engaged in fishing activities as provided for in Article 4, paragraph 4 of the Agreement.

2. A fishing licence and authorisation under the Agreement shall be validly applicable to COMPANY fishing vessels so long as the vessel remains registered in Seychelles.

3. COMPANY shall immediately notify the competent Seychelles authorities of any deletion or suspension of a COMPANY fishing vessel from the Seychelles' Merchant Shipping Act.

4. COMPANY 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) when there are no fishing activities, fishing vessels shall record their position at noon (Local time);
 - (d) from January to September submit the logbook monthly for the previous months. From October to December, submit the logbook weekly for the previous week. The logbook shall be submitted to the competent Seychelles authorities by email to fmesc@sfa.sc;
5. COMPANY fishing vessel shall notify the competent Seychelles authorities of its port call:
 - (a) at least 6 hours before the expected time of arrival of the vessel in Port Victoria;
 - (b) at least 72 hours before the expected time of arrival into any foreign port;
 - (c) 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, COMPANY fishing vessel shall notify the competent Seychelles authorities of its intention to call to port as described above, at least 6 hours before the last working day if the vessel is calling to Port Victoria, and at least 72 hours before the last working day if the vessel is calling into any foreign port.
6. The notification required in paragraph 5 shall be accompanied by the final logbook completed for the whole of the fishing trip undertaken.
7. The notification required in paragraph 5 shall be sent to the competent Seychelles authorities to the email address fmesc@sfa.sc.
8. Receipt of notifications required in paragraph 5 shall be acknowledged by the competent Seychelles authorities within 24 hours of receipt.
9. In the event that the competent Seychelles authorities is not satisfied with information provided by COMPANY fishing vessel requested under this section or has reason to believe that the master of COMPANY fishing vessel has provided false or misleading information to the competent Seychelles authorities, the competent Seychelles authorities shall undertake measures necessary to ascertain the veracity of the information provided.
10. COMPANY fishing vessels shall take onboard scientific or compliance observers as required by the competent Seychelles authorities whenever necessary.
11. The competent Seychelles authorities may from time to time vary the conditions of the fishing licence and authorisation as may be deemed necessary.

SECTION 4
FEES AND ADVANCE PAYMENTS

Fishing licence and authorization fees.

1. The fishing licence and authorization fee shall be as follows:
 - USD 30,000 in respect of one year for an industrial longline fishing vessel to fish in Seychelles fishing zone
 - USD 3,000 in respect of one year for an industrial longline to be authorised to fish outside of Seychelles EEZ.

**CHAPTER II
CONSERVATION TECHNICAL MEASURES**

1. COMPANY fishing vessels shall comply with the relevant laws of Seychelles and conservation and management measures adopted by the IOTC and or SIOFA as applicable.
2. In accordance with IOTC and or SIOFA conservation and management measures as applicable, the Parties agree to cooperate towards the reduction of incidental catches of protected species in particular all marine turtles, sharks, marine mammals, seabirds and reef fish. To this end, COMPANY 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. COMPANY fishing vessels shall conduct all fishing activities in a manner that does not affect the traditional, local-based fisheries.

**CHAPTER III
MONITORING, CONTROL AND SURVEILLANCE
SECTION I
CATCH NOTIFICATION**

1. COMPANY fishing vessels licenced and authorised to fish in the Seychelles fishing zone and outside Seychelles EEZ under the Agreement shall notify their catches in accordance with Chapter I, Section 3(4)(c) to the competent Seychelles authorities in the following manner, until such time as the Electronic Reporting System (ERS) is implemented by the competent Seychelles authorities:
 - (a) COMPANY fishing vessels licenced and authorised to fish in the Seychelles fishing zone and outside Seychelles EEZ 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 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) As far as the notification of the statement of catch form referred to in points (a) and (b) is concerned, COMPANY fishing vessels shall;

- i. when calling into Port Victoria, submit the completed statement of catch form to the competent Seychelles authorities 6 hours prior to arrival;
- ii. in any other case, send the completed statement of catch form to the competent Seychelles authorities within 72 hours prior to entering a foreign port.

2. In case of technical problems or malfunction of the ERS, declarations 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 COMPANY fishing vessel engaged in fishing activities under the Agreement shall keep an electronic fishing logbook integrated into an Electronic Reporting system (ERS);
- (b) COMPANY 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 discarded.

4. When a COMPANY fishing vessel is present at sea, 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 date and time of departure from and arrival at the port, and the duration of the fishing trip;
- (f) the type of gear, and where applicable the technical specifications and dimensions;
- (g) the estimated quantities of species kept on board, weighed in kilograms, processing type or, where appropriate, the number of individual fish;
- (h) the estimated quantities of species discarded, weighed in kilograms or, where appropriate, the

number of individual fish.

6. COMPANY fishing vessels shall ensure that they have the necessary IT equipment and software to automatically transmit ERS data to the competent Seychelles authorities. ERS data shall be transmitted using the electronic means of communication data in a standardised form and at the cost of COMPANY fishing vessels.
7. COMPANY fishing vessels 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 COMPANY 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 COMPANY fishing vessels.

SECTION 3

TRIP DURATION AND ENTRY AND EXIT OUT OF AND INTO SEYCHELLES EEZ

1. The duration of a trip by a COMPANY fishing vessel shall be defined as the period elapsing between:
 - i. leaving and entering a port of which fishing activities has occurred; or
 - ii. leaving a port and conducting of a transshipment activity at sea; or
 - iii. the time being a transshipment activity at sea and a vessel entering port, with at least one fishing activity taking place in between; or
 - iv. the conducted of two consecutive transshipment activities at sea, with at least one fishing activity taking place in between
2. COMPANY 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, COMPANY 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 by COMPANY fishing vessels under the Agreement shall be Port Victoria, Mahé, Seychelles.
2. COMPANY fishing vessels shall at least once a year conduct port activities in Port Victoria. For the purpose of this chapter, port activities include but are not limited to, landing, transshipping, refueling, resupplying, maintenance, drydocking, 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 be also be considered as port activity. For the purposes of conducting port activities, COMPANY fishing vessels shall only use its respective local agent.
3. COMPANY fishing vessels landing and/or transshipping catches in Port Victoria shall notify the competent Seychelles authorities at least 24 hours in advance of the estimated time of arrival in Port Victoria.
4. COMPANY fishing vessels landing and/or transshipping catches in a foreign port:
 - i. shall notify the competent Seychelles authorities at least 72 hours in advance of the estimated time of arrival in the foreign port;
 - ii. the competent Seychelles authorities shall respond to the landing or transshipment notification without undue delay. Such authorisation may be subjected to conditions set by the competent Seychelles authorities.
5. The notification shall be as per Appendix 4, 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.
6. In the event the competent Seychelles authorities authorises a COMPANY fishing vessel to land and/or tranship in a foreign port, the competent Seychelles authorities may request that the vessel be inspected by officers of the competent Seychelles authorities at the cost of COMPANY fishing vessel. The costs to be borne by COMPANY fishing vessel shall include, all transportation cost, accommodation, meals and incidental allowance, travel and medical insurance and visa fees, and all other associated costs. Such cost shall be reimbursed by COMPANY to the competent Seychelles authorities within 14 days of receipt of claim for reimbursement from the competent Seychelles authorities.
7. COMPANY 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 scientific samplings and/or inspections, a certificate shall be issued to the master of the vessel which shall be signed by the head of the sampling and/or inspection team and the master of the vessel, or the legal representative of the master of the vessel.

8. COMPANY fishing vessels transshipping catches at sea shall allow and facilitate the observation of such operations by officers of the competent Seychelles or officers authorised under a transshipment at sea programme or scheme of which Seychelles is Party to. Upon completion of the transshipment, a transshipment declaration report signed by the master of the fishing vessel, the master of the receiving vessel and the observer shall be submitted by the master of the fishing vessel to the competent Seychelles authorities in accordance with IOTC requirements.

9. The competent Seychelles authorities may require that a COMPANY fishing vessel delays the landing and/or transshipment of its catch while in Port Victoria, or any other foreign port, or the transshipment at sea in the event of a suspected infringement of the Agreement or the laws of Seychelles.

10. No later than 72 hours after the completion of landing and/ or transshipment, or before leaving port, whichever happens first, the master of COMPANY fishing vessel shall complete and submit a final landing /and/ or transshipment declaration to the competent Seychelles authorities in accordance with Appendix 5 with a maximum margin of error of +/-10% per species of the pre-declaration submitted in paragraph 3.

11. The master of COMPANY fishing vessel shall submit to competent Seychelles authorities receipts of all sale of fish landed by the fishing vessel under his command within 7 days of completion of landing.

SECTION 5 CONTROL AND INSPECTION

Inspection at sea and in port

1. Inspections at sea, in port or off port in the Seychelles fishing zone and outside Seychelles EEZ on COMPANY fishing vessels under the Agreement shall be carried out by inspectors from competent Seychelles authorities who are clearly identified for the purpose of inspections.

2. Authorised officers from the competent Seychelles authorities may board a COMPANY fishing vessel to carry out an inspection at any time. The master of COMPANY 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 authorised officers before carrying out the inspection.

4. The authorised officers from the competent Seychelles authorities shall only stay on board COMPANY fishing vessels 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 COMPANY 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 COMPANY fishing vessel.

7. The signing of the inspection report by the master shall be without prejudice to COMPANY fishing vessel owner's rights of defence during any infringement procedure. If the master of COMPANY fishing vessel refuses to sign the report, the master of COMPANY fishing vessel 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 COMPANY fishing vessel before leaving the vessel. The competent Seychelles authorities shall inform the agent of COMPANY 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 COMPANY fishing vessel 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 COMPANY 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 a COMPANY 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 COMPANY fishing vessel 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. The COMPANY and the agent of the COMPANY fishing vessel shall be informed immediately of the order and reason thereto.

SECTION 6 VESSEL MONITORING SYSTEM (VMS)

1. COMPANY fishing vessels licenced and authorised under the Agreement shall be equipped with a satellite-based vessel tracking device or vessel monitoring 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 COMPANY fishing vessels for the purposes of data transmission or to intentionally alter, divert or falsify data transmitted or recorded by such a system.
3. COMPANY 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. COMPANY shall ensure that VMS positions are automatically made available in near real time for the period during which COMPANY fishing vessels are licenced and authorised to fish in Seychelles fishing zone and outside 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 COMPANY fishing vessel positions by VMS and the procedures in the event of malfunction are set out in Appendix 6.
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 COMPANY fishing vessels.

SECTION 7 ELECTRONIC MONITORING SYSTEM (EMS)

1. COMPANY fishing vessels shall be equipped with an Electronic Monitoring System (EMS). COMPANY shall be responsible for the installation, maintenance, and operation of the EMS onboard.
2. It shall be prohibited to move, disconnect, destroy, damage, interfere with or render inoperative, intentionally alter, divert, or falsify data recorded, or the continuous monitoring recording and transmission of the EMS device on board.

3. COMPANY fishing vessels shall ensure that EMS meta-data are automatically made available to the competent Seychelles authorities in near real time for the period during which COMPANY fishing vessels is in operation.
4. The minimum requirements and specification for the implementation of the EMS shall be in accordance to standards established by the Seychelles competent authorities.
5. The cost of installation, maintenance, replacement, and satellite transmission of meta-data reports from the EMS to the competent Seychelles authorities shall be borne by COMPANY fishing vessels.
6. COMPANY shall contribute to the improvement of the EMS program by providing regular feedback to the competent Seychelles authorities as required.

SECTION 8 REPORTING REQUIREMENT

1. Where COMPANY 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 COMPANY fishing vessel licensed or authorised under this 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 9 DUTY OF MASTER OF COMPANY FISHING VESSEL TO ASSIST SAMPLING TECHNICIANS

The master of COMPANY fishing vessel shall, at all times, allow on board and facilitate the activities of 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. Company fishing vessels licensed 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 COMPANY 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 lists shall be kept up to date and forwarded to the agent of COMPANY 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 COMPANY fishing vessel concerned no later than 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 COMPANY 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 COMPANY 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 COMPANY fishing vessel two weeks' notice of its intention to deploy a scientific observer. The agent of the COMPANY 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 COMPANY fishing vessel and shall propose a new deployment schedule within six hours of the original deployment schedule. The COMPANY 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. COMPANY 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 the 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 COMPANY 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 COMPANY 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 COMPANY 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 COMPANY 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 COMPANY 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 COMPANY fishing vessel and its activities and any information collected.

18. At the end of the embarkation and before leaving COMPANY 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 COMPANY 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 fishing waters and outside Seychelles EEZ, is an offence and shall be liable to a sanction in accordance with the laws of Seychelles.
2. The agent of the COMPANY fishing vessels and the COMPANY 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 and authorisation of the offending COMPANY fishing vessel.
4. At the end of the suspension period, COMPANY fishing vessel may resume fishing activities for the remaining validity period of the licence and authorization.

Arrest and detention

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

Appendices

Appendix 1: (a) Seychelles fishing authorisation application form for COMPANY fishing and support vessels to fish in Seychelles fishing zone

(b) Seychelles fishing authorisation application form for COMPANY fishing and support vessels to operate beyond Seychelles fishing zone

Appendix 2: Communication format reports

(a) Entry / Exit report

(b) PSM port entry notification

(c) Logbook

Appendix 3: Catch Reporting by ERS and Malfunction Notification

Appendix 4: Application for Authorisation to undertake Landings/Transshipment

Appendix 5: Request for transshipment form

Appendix 6 Vessel Monitoring System (VMS)

APPENDIX 1

- (a) Seychelles fishing authorisation application form for COMPANY fishing vessels to fish in Seychelles fishing zone

SEYCHELLES FISHING AUTHORITY

P.O. Box 448
Fishing Port, Mahé
Republic of Seychelles
Telephone 4870300 Fax: 4224508 E-mail: management@sfa.sc



Please address all correspondence to the Chief Executive Officer

APPLICATION FOR LICENCE OF SEYCHELLES FISHING VESSEL

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 _____

Fish holds capacity (m³) _____

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:

(b) Seychelles fishing authorisation application form for COMPANY fishing to operate beyond
Seychelles fishing zone



SEYCHELLES FISHING AUTHORITY

Completed forms are to be returned to:
Fisheries Management, Seychelles Fishing Authority, PO Box 449, Fishing Port, Mahé,
Seychelles
Tel: +248 4670335 Fax: + 248 4225957

Application for an authorisation to fish outside the Seychelles EEZ

- 1 Name and address of Owner: _____

Tel: _____ Fax: _____
 - 2 Name of Vessel: _____
 - 3 Official Number: _____
 - 4 Validity of Fishing Vessel Licence (if applicable): ____/____/____
 - 5 SFA Registration Number: _____ 6 Number of Crew: _____
 - 7 Name of Skipper: _____
 - 8 Area of Operation: _____
 - 9 Fishing Technique(s): _____
 - 10 Target Species: _____
- Signature: _____ Date: ____/____/____

Conditions

- 1 For local fishing vessel¹ this authorisation is only valid with a valid local fishing vessel Licence
- 2 All crewmembers fishing from a local fishing vessel should be registered with the SFA.
- 3 All fishing vessels should be fitted with the appropriate shipboard equipment to allow the SFA to track their movements via a satellite based VMS. Vessels are required to report their positions in accordance with the VMS Protocol for Seychelles Flag vessels.
- 4 All crewmembers should be in possession of a seaman's record book, or similar document, issued by their national authority before leaving port.
- 5 This authorisation is independent of all other authorisation required by law before a vessel leaves any port for a fishing trip.

For Official Use

Received by: _____ Date: ____/____/____

SFA's comments:

Details of payments: _____ Date paid: ____/____/____

Received by: _____ Signature and stamp: _____

¹ As defined by the Fisheries Act (Cap 32) of the Laws of Seychelles

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		ADVANCE REQUEST FOR ENTRY IN PORT (AREP)					
1 Intended port of call			PORT VICTORIA				
2 Port State			SEYCHELLES				
3 Estimated date and time of arrival			____/____/____ H__mn				
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"/> <input type="checkbox"/> Iridium <input type="checkbox"/> Orbcomm <input type="checkbox"/> Qualcomm <input type="checkbox"/> <input type="checkbox"/> Iridium <input type="checkbox"/> 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)							
Identifier	Issued by	Validity (From/to)	Fishing area(s)	Species	Gear		

<i>Insert row</i>					

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: (fmesc@sfa.sc)

SEYCHELLES FISHING
REPUBLIC OF SEYCHELLES

Monthly Report for Seychelles Flagged Tuna Longliners 塞島籍漁船月報

Vessel Information		Cruise Information		Report Information	
Flag Country	SEYCHELLES	Departure Date	2014-01-01	Date Reported	2014-01-01
Company Name	SEY	Arrival Date	2014-01-01	Person Reported	SEY
Vessel Name	SEY	Port of Origin	SEY		
Official Number	SEY	Port of Destination	SEY		
Call Sign	SEY				
License Number	SEY				
Vessel Size	SEY				
Gross Tonnage	SEY				
Overall length, LOA (m)	SEY				

Gear Information		Main Line material		Trawl Species	
Set Line length (m)	SEY	Trawl Rope (Cremont, Roper)	SEY	Tropical Tuna	SEY
Branch line length (m)	SEY	Trawl rope (m) or other material	SEY	Albacore Tuna	SEY
Plastline length (m)	SEY	Nylon braided	SEY	Swordfish	SEY
Length between branches (m)	SEY	Nylon monofilament	SEY	Others (Specify)	SEY

Logbook for month 11		Type of Boat Used (Tick ())	
SEY	SEY	1. <input type="checkbox"/> Solid	2. <input type="checkbox"/> Sardinia
		3. <input type="checkbox"/> Mackerel	4. <input type="checkbox"/> Mackerel
		5. <input type="checkbox"/> Mackerel	6. <input type="checkbox"/> Mackerel

Date	Time	Latitude	Longitude	Depth	Species	Remarks
1						
2						
3						
4						
5						
6						
7						
8						
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23						
24						
25						
26						
27						
28						
29						
30						
Total (1/2/3)						

Monthly Report for Seychelles Flagged Tuna Longliners 塞島籍漁船月報

Logbook for month 月:
日期 日期

of Year 年:

Date 日期	Black Shark (PAL) 黑鰐		Blue Shark (BSH) 藍鰐		Aloof Shark (NAN) 無鰐		Porbeagle Shark (BSH) 鰐		Mammal Head Shark (PH) 哺乳頭鰐		Tiger Shark (TIG) 虎鰐		Crescent Shark (PSK) 彎月鰐		Pigfish Shark (PIS) 豬魚鰐		Orange Marlin 橙旗魚		Sca Bird 海鳥		Maine Turtles 海龜	
	Retained 保留	Discarded Dead 棄死	Retained 保留	Discarded Dead 棄死	Retained 保留	Discarded Dead 棄死	Retained 保留	Discarded Dead 棄死	Retained 保留	Discarded Dead 棄死	Retained 保留	Discarded Dead 棄死	Retained 保留	Discarded Dead 棄死	Retained 保留	Discarded Dead 棄死	Retained 保留	Discarded Dead 棄死	Retained 保留	Discarded Dead 棄死		
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26																						
27																						
28																						
29																						
30																						
31																						
Total 總計																						

APPENDIX 3

Implementation of the electronic system for reporting of fishing activities (ERS)

General provisions

1. All COMPANY 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 a COMPANY 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.
3. In the event of breakdown, the ERS of the COMPANY fishing vessel shall be repaired or replaced within thirty (30) days. If the ERS is not repaired or replaced, the COMPANY fishing vessel shall no longer be authorized to conduct fishing or commence a fishing trip
4. The ERS data shall be transmitted in accordance with guidelines established by the competent Seychelles authorities, which shall ensure the automatic provision to the Seychelles FMC.

ERS communications

5. ERS data shall be transmitted by the COMPANY fishing vessel automatically to competent Seychelles authorities.

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

6. The COMPANY Vessel and Seychelles shall inform each other without delay of any event likely to affect the transmission of the ERS data of one or more COMPANY fishing vessels.
7. If Seychelles' FMC does not receive the data to be transmitted by a COMPANY fishing vessel, it shall notify this to the COMPANY fishing vessels, the COMPANY and its agent without delay. The COMPANY fishing vessel and the COMPANY shall promptly investigate the reasons for the non-receipt of ERS data and shall inform Seychelles' FMC of the outcome of those investigations.
8. Where a failure occurs in the transmission between the COMPANY fishing vessel and the FMC, the FMC shall notify this without delay to the master or the operator of the COMPANY fishing vessel. On receipt of that notification, the master of the COMPANY fishing vessel shall transmit the missing data to the competent Seychelles authorities by any appropriate means of telecommunication every day, not later than 23.59hrs Seychelles Time.
9. 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 COMPANY 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

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

- finesc@sfa.se
- monitoring@sfa.se

APPENDIX 4

Application for Authorisation to undertake Landings/Transhipment

IOTC TRANSHIPMENT DECLARATION (IOTC 轉載申請書，請詳細填寫並回傳)

轉載前	(1) Location of transhipment: <input type="checkbox"/> At sea <input type="checkbox"/> In Port	
	轉載地 海上轉載 港內轉載	

Part 1 轉載前填寫並回傳

(2) Fishing Vessel 漁船資料			
Name 船名: _____	Vessel type: <input type="checkbox"/> Longliner <input type="checkbox"/> Purse seiner <input type="checkbox"/> Other: <input type="checkbox"/>		
Radio Call Sign 國際呼號: _____	船隻種類 延繩釣 圍網漁船 其他		
IOTC Number, if available: _____	National Register Number 國際登記號碼: _____		
IOTC 號碼(若有請提供)	Lloyds/IMO Number, if available: _____		
Flag 國籍: SEYCHELLES	Lloyds 或 IMO 號碼(若有請提供)		

	DD 日	MM 月	YY 年	COUNTRY & PORT 國家和港口
(3) Departure Date 出港日: _____				(4) From 從: _____
(5) Return Date 進港日: _____				(6) To 至: _____
(7) Transhipment To Begin: _____				(8) Location: _____
轉載日				地點

(9) Location of catches 捕魚的海域:

Indian Ocean 印度洋 ☒ Atlantic Ocean 大西洋 ☐ Pacific Ocean 太平洋 ☐

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

請詳細填寫魚的種類、公斤數、魚的處理方式於以下的欄位

Species 漁種 (請填英文)	Whole 全尾 (KG)	Gutted 去內臟 (KG)	Headed 去頭 (KG)	Billeted 切片 (KG)	GG 去頭去肚 (KG)	DR (KG)	F 生鱗	P 冷凍
BIGEYE TUNA (BET)								
YELLOWFIN TUNA (YFT)								

(11) GU, JIANG GUO

Signature 船長簽名: _____

Master's name of Fishing Vessel 船長姓名

Date 日期: _____

DD 日 MM 月 YY 年

(12) Carrier Vessel 運送船資料

Name 船名: _____	Radio Call Sign 國際呼號: _____
Flag 國籍: _____	National Register Number: _____
IOTC Number, if available: _____	國際登記號碼(若有請提供)
IOTC 號碼(若有請提供)	Lloyds/IMO Number: _____
	Lloyds 或 IMO 號碼(若有請提供)

APPENDIX 5

Request for transhipment form

IOTC TRANSHIPMENT DECLARATION (IOTC 轉載申請書，請詳細填寫並回傳)

轉載後

(1) Location of transhipment:

At sea ☐

In Port ☐

轉載地

海上轉載

港內轉載

(2) Fishing Vessel 漁船資料

Name 船名: _____	Vessel type: Longliner <input type="checkbox"/> Purse seiner <input type="checkbox"/> Other <input type="checkbox"/>
Radio Cal. Sign 國際呼號: _____	船隻種類 延繩釣 <input type="checkbox"/> 隔網漁船 <input type="checkbox"/> 其他 <input type="checkbox"/>
IOTC Number, if available: _____	National Register Number 國籍登記號碼: _____
IOTC 號碼(若有請提供)	Lloyds/IMO Number, if available: _____
Flag 國籍: _____	Lloyds 或 IMO 號碼(若有請提供)

Part 2 轉載後填寫並回傳

(12) Carrier Vessel 運載船資料

Name 船名: _____	Radio Call Sign 國際呼號: _____
Flag 國籍: _____	National Register Number: _____
IOTC Number, if available: _____	國籍登記號碼(若有請提供)
IOTC 號碼(若有請提供)	Lloyds/IMO Number: _____
	Lloyds 及 IMO 號碼(若有請提供)

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

請詳細填寫魚的種類、公斤數、魚的處理方式於以下的欄位

Species 漁種 (請填寫英文)	Whole 全尾 (KG)	Cutted 去內臟 (KG)	Headed 去頭 (KG)	Filleted 切片 (KG)	GR 去骨去皮 (KG)	DR (KG)	F 新鮮	Fr 冷凍
BIG EYE TUNA (BET)								
SWORDFISH (SWO)								
Striped Marlin (MLS)								
Blue Marlin (BLZ)								
Sailfish (SFA)								
Shorthill Spearfish (SSP)								
Oil Fish								
Blue Sharks (BSH)								
Mako Shark (MAK)								
Other Species								

(14) Date & time transhipment ends:

轉載結束的日期和時間

DD 日 MM 月 YY 年

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HR 時 MIN 分

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(15)

Master's name of Fishing Vessel

漁船船長姓名

(16)

Master's name of Carrier Vessel

運載船船長姓名

(17)

Agent's / Observer's name

當地代理人/觀察員姓名

Signature & Date 簽名和日期

Signature & Date 簽名和日期

Signature & Date 簽名和日期

APPENDIX 6

Vessel Monitoring System (VMS)

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

1. The master of a COMPANY 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 Seychelles FMC.
2. In the event of breakdown, the VMS of the COMPANY vessel shall be repaired or replaced within thirty (30) days. If the VMS has not been repaired or replaced within thirty (30) days, the COMPANY vessel shall no longer be authorised to continue and/ or commence a fishing trip.
3. COMPANY 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 COMPANY 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 COMPANY fishing vessel shall be liable. Any infringement shall be subject to the penalties provided for under laws of Seychelles.

Revision of the frequency of position messages

5. On the basis of documentary evidence pointing to an infringement, Seychelles FMC may reduce the interval for sending position messages from a COMPANY fishing vessel to every thirty (30) minutes for a set period of investigation. In such a case, the Seychelles FMC shall notify the COMPANY and the COMPANY fishing vessels' agent of its decision to reduce the interval, within a reasonable time, in the event that it is reducing the reporting interval for sending position messages for this purpose. Seychelles FMC shall send this documentary evidence to the COMPANY and its agent. The COMPANY vessel shall immediately send position messages to Seychelles FMC at the new frequency.
6. At the end of the set investigation period, Seychelles FMC shall inform COMPANY and its agents of any follow-up action that is required.