

## **SUSTAINABLE FISHERIES AGREEMENT**

**Between**

**Government of the Seychelles and COMPANY for Purse Seine and Support Fishing Vessels Registered and Flagged in Seychelles**

Government of Seychelles (hereinafter called "**Government**") and Fishing Indico Ltd., a company registered in Seychelles under the International Business Companies (IBC) Act 2016 (hereinafter called "**COMPANY**") bearing registration number 13562.

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 a party.

UNDERTAKING 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 fishing vessels in Seychelles fishing zone and outside Seychelles EEZ.

DESIROUS of applying the principle of non-discrimination for all Seychelles flagged fishing vessels operating in the Seychelles fishing zone and outside Seychelles EEZ 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 and flagged in Seychelles may carry out purse seine 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:
  - (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 in Seychelles fishing zone and outside Seychelles EEZ 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:
  1. "Competent Seychelles authorities", means the Ministry responsible for Fisheries or authorities or agencies designated by the Ministry;

2. "COMPANY fishing vessel" means an industrial purse seine fishing vessel or support vessel registered and flagged in Seychelles;
3. "fishing" and fishing related activities" have the same meaning as defined in the Fisheries Act, 2014;
4. "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 1999 and any other applicable laws of Seychelles, where Seychelles licence COMPANY fishing vessels to engage in fishing activities;
5. "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.
6. "Agreement" means this Agreement, the Annex and Appendices thereto;
7. "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).
8. "Landings" has the same meaning as in the relevant IOTC and SIOFA resolutions applicable to nature of the licence under this Agreement.
9. "Transshipment" has the same meaning as in the relevant IOTC and SIOFA resolutions applicable to nature of the licence under this Agreement.
10. "TUU fishing" has the same meaning as defined in the relevant IOTC and resolutions applicable to nature of the licence under this Agreement.
11. "Seychelles EEZ" has the same meaning as define in the Seychelles Maritime Zones Act 1999.

#### *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 the IOTC area of competence for species under the mandate of IOTC as follows:
  - i. target yellowfin tuna, skipjack tuna, bigeye tuna and albacore.

- 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(i) shall be considered as bycatch.
- iii. sharks belonging to the families Alopiidae and Sphyrnidae; shark species *Cetorhinus maximus*, *Rhincodon typus*, *Carcharodon carcharias*, *Carcharhinus falciformis* and *Carcharhinus longimarus*; and any other species protected or prohibited under the laws of Seychelles, the framework of the IOTC or other international agreements shall be prohibited from targeting and retaining on board.
5. COMPANY shall be allocated with a fishing quota per vessel by the competent Seychelles authorities on a yearly basis or in accordance with limits established by IOTC. 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 at least seven (7) days prior to any fishing quota redistribution amongst COMPANY fishing vessels during the course of the fishing year for which the quota applies.
7. All catches of COMPANY fishing vessels made within a calendar year, shall be landed within the same calendar year for quota management purposes by the competent Seychelles authorities. Overlapping trip over two consecutive years shall not be permitted.
8. COMPANY shall not exceed the total fishing quota allocated to it.
9. In the event of exceeding the total fishing quota allocated to it, the competent Seychelles authorities shall take necessary measures and impose such sanctions as may be prescribed.
10. COMPANY shall comply with the national and regional scientific assessments and conservation and management measures adopted by relevant national authority and regional fisheries management organisations and in particular the IOTC or SIOFA as appropriate.
11. The Parties undertake to implement the Agreement in accordance with due consideration to human rights, democratic principles and the rule of law, and fundamental element regarding good governance.
12. The Parties shall encourage economic cooperation in the fishing and processing industry in Seychelles, in order to enhance investments, resource valorisation, job creation and a proper balance between supply and demand of fish. In particular, COMPANY shall ensure reasonable opportunities for Seychelles' processing industry to be adequately supplied with tuna, including the bycatch from COMPANY fishing vessels.
13. COMPANY fishing vessels shall commit to ensure sufficient supply of catch and bycatch to locally based processing plants. To that effect, COMPANY fishing vessels shall ensure that its catches and bycatches are offered to locally based processing plants at prevailing negotiated international market price and with the quality standard of the fish maintained.



14. COMPANY fishing vessels shall use Port Victoria as their operational base and procure fuel for their fishing activities in Seychelles except as permitted by competent Seychelles authorities and in cases of force majeure.

15. COMPANY fishing vessels shall endeavour to procure other goods and services for their fishing activities in Seychelles.

16. 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 the COMPANY fishing vessels.

17. 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 license under the Licenses Act of Seychelles.

Furthermore, an Agent can be designated as such only where:

- (a) it has no record of association 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 as may be required pursuant to this Agreement, Fisheries Act, Regulations and under any laws of Seychelles in relation to the Company vessel;
  - (d) it receives and responds to legal process with respect to the Company vessel and its activities, operator, master and crew members;
  - (e) it assumes full liability for the Company vessel and its actions under this Agreement and under any laws of Seychelles;
  - (f) it complies with all laws of Seychelles;
  - (g) not exceed his/her authority as an agent, including dealing on his/her own account.
18. 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.



19. COMPANY fishing vessels shall take onboard appropriate scientific or compliance observers as required by the competent Seychelles authorities whenever necessary.

20. 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 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.

#### *Article 6*

#### **Registration of COMPANY fishing vessels in the Seychelles registry of ship**

1. COMPANY fishing vessels operating under this Agreement shall be registered in the Seychelles registry of ship 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, paragraph 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.

*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 the 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 the Seychelles fishing zone and authorisation to fish outside Seychelles EEZ shall be as set out in the Annex to this Agreement, including license fees, authorisation fees, environment management 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 or SIOFA area of competency.
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 State, shall request authorisation through 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 State, shall notify the competent Seychelles authorities through their agent thirty (30) days prior to seeking such authorisation.
8. The competent Seychelles authorities shall consider such notification 15 days upon receipt of notification 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 license by COMPANY, COMPANY shall immediately submit a copy of the license to the competent Seychelles authorities for authentication. Competent authorities shall within forty-eight (48) hours of receipt of the license confirm the authenticity of the license.
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 vessel 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, except in an event of *force majeure*.

12. The competent Seychelles authorities shall consider such notification and may approve as it deems proper and necessary. In the event of dis-approval, the competent Seychelles Authorities shall record the reasons for denial and notify the agent of COMPANY fishing vessel within forty-eight (48) hours.

#### *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 in 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 in Seychelles fishing zone and outside Seychelles EEZ.

3. 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 sector 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 support capacity development through training and other related activities

4. 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 Seychelles laws.

5. At the request of the competent Seychelles authorities, COMPANY shall undertake to facilitate human capacity building in the Seychelles fisheries sector, particularly in purse seine 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 undertake to 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 guarantee the confidentiality of the information exchanged pursuant to this Agreement, and any other laws of Seychelles.
3. 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.

3. Any amendments to this Agreement shall be non-discriminatory

*Article 15*  
**Entry into force**

1. This Agreement shall enter into force upon signature by both Parties.

*Article 16*  
**Duration**

1. This Agreement shall be in force for three years from the date of the commencement of the provisional application. It shall be renewable for additional periods of three years, unless notice of termination is given in accordance with Article 19.
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.
3. Any unexpired portion of the fees shall be used on a *pro-rata temporis* basis towards the new licence and authorisation as per the fees prescribed in the Annex and shall not be refunded, in the event COMPANY decides not to agree to the terms and conditions stated in the Annex. The licence and authorisation shall subsequently be cancelled.

*Article 17*  
**Provisional Application**

1. This Agreement shall apply provisionally from 1 January 2022.

*Article 18*  
**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 19*  
**Termination**

1. This Agreement may be terminated by either of the Parties in the event of:
  - (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) a depletion or degradation of the stocks concerned on the basis of best available independent and reliable scientific advice endorsed by Government;
  - (c) serious 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 the 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 agree 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 20*  
**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;
2. In the event that the dispute cannot be settled amicably, such settlement shall be determined by the Seychelles courts

*Article 21*  
**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-François Ferrari  
For and on behalf of the Government  
of the Republic of Seychelles

  
FISHING INDIGO LTD.  
For COMPANY represented by  
Furterio J. J. J.



## ANNEX

### CONDITIONS FOR THE PURSUIT OF FISHING ACTIVITIES BY COMPANY PURSE SEINE AND SUPPORT FISHING VESSELS REGISTERED AND FLAGGED IN SEYCHELLES

#### CHAPTER I

#### GENERAL PROVISIONS

##### SECTION I

##### 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 in accordance with the terms and conditions of that fishing authorisation provided under the Agreement.
5. "Fish Aggregating Device" means a fish aggregating device (FAD) not tethered to the bottom of the ocean, which typically has a floating structure (such as bamboo or metal raft with buoyancy provided by buoys, corks etc.) and a submerged structure (made of old netting, canvas, ropes etc.)
6. "instrumented buoy" means a buoy with a clearly marked with a unique reference number allowing identification of its owner and equipped with a satellite tracking system to monitor its position
7. "operational buoy" means any instrumented buoy, previously activated switched on and deployed at sea on a drifting Fish Aggregating Device or log, which transmit position and any other available information such as eco-sounder estimates.

##### SECTION 2

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

1. For the first year of application of the Agreement, a fishing licence fee and authorisation fee shall be adjusted pro-rata based on the validity of the previous fishing licence and authorisation.
2. 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 is signed. 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**

3. 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.

4. The licence and authorisation fees shall be at the rate as fixed by this Annex.

5. 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 purse seining or as support vessel;
- (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 waters EEZ**

6. 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.

**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(a) and 1(b) and the application shall be accompanied by the following documents:



- (a) proof of payment of the prescribed fee for the period of validity of the fishing licence, authorisation, environment management fees, VMS fees and licence administration fees;
- (b) 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 (Registration Number and Call Sign) visible on the hull;
- (c) a copy of the International Tonnage Certificate (1969) for vessels applying for licence and authorisation for the first time under the Agreement;
- (d) 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 15 days of receipt of all documents referred to in paragraph 8 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 for a maximum period of 60 calendar days after the issuing date of the fishing licence and authorisation.

#### **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 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, except for the applicable processing fees.

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 ownership or charter remains with COMPANY.
3. COMPANY shall notify the competent Seychelles authorities prior to any change of ownership or charter of COMPANY fishing vessels under the Agreement.
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) submit the logbook weekly to the competent Seychelles authorities until the vessel concludes its fishing trip, to the email addresses [fmesc@sfia.sc](mailto:fmesc@sfia.sc) not later than 4pm Seychelles time, every Tuesday for data recorded for the previous week;
  - (d) submit the completed logbook in the manner as specified in paragraph 7.
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 of the vessel 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 following documents:
  - (a) the final logbook completed for the whole of the fishing trip undertaken;
  - (b) the final well plan of the vessel after the vessels' last fishing activity.
7. The notification required in paragraph 5 including the accompanying documents required in Paragraph 6 shall be sent to the competent Seychelles authorities to the email address [fmesc@sfia.sc](mailto:fmesc@sfia.sc).
8. Receipt of notifications required in paragraph 5 and of the accompanying documents specified in paragraph 6 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 in paragraphs 4 and 6, or has reason to believe that the master of COMPANY fishing vessel has supplied 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

1. Fishing licence and authorization fees.

The fishing licence and authorization fee shall be as follows:

- Euro 115,000 in respect of 1 year period for a purse seiner to fish in Seychelles fishing zone
- Euro 5,000 in respect of 1 year period for a purse seiner to fish outside of Seychelles EEZ.
- Euro 5,000 in respect of 1 year period for a support vessel to operate in Seychelles fishing zone
- Euro 1,000 in respect of 1 year period for a support vessel to operate outside Seychelles EEZ

2. Environmental management fee:

For the purpose of environmental management and observation of marine ecosystems in Seychelles waters, COMPANY fishing vessel licenced to fish in Seychelles fishing zone shall pay a fee of EUR 2,25 per gross tonnage (GT) based on the tonnage of each vessel. This fee shall be paid along with the fishing licence fee and into the same account.

#### CHAPTER II CONSERVATION TECHNICAL MEASURES

1. COMPANY fishing vessels shall comply with the relevant laws of Seychelles and resolutions adopted by the IOTC

2. In accordance with IOTC resolutions and recommendations, the Parties agree to cooperate towards the reduction of incidental catches of protected species in particular all marine turtles, 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 reduce the

incidental catch of non-targeted species.

3. To reduce the entanglement of sharks, marine turtles or any other non-targeted species, COMPANY fishing vessels shall use non-entangling designs and materials in the construction of fish aggregating devices (FADs). In addition, to reduce the impact of FADs on the ecosystem and the amount of synthetic marine debris and implement fishing practices to reduce incidental catches and mortality of non-targeted species, COMPANY fishing vessels shall use natural or biodegradable materials for FADs and retrieve them in the Seychelles waters and beyond when they become non-operational FADs within the modalities of the Seychelles legislation.

4. All materials used to assemble the FAD shall be individually marked with the IOTC vessel identification number.

5. It shall be the responsibility of COMPANY to track all its deployed FADs.

6. The vessel shall not follow more operational buoys at any one time as provided for in the respective IOTC resolution.

7. All drifting FADs shall be fitted with an instrumented buoy with satellite tracking capability. The buoy and the FADs shall be clearly and visibly marked with the vessel's name, radio call sign and IMO number.

#### **FAD reporting requirements**

8. COMPANY fishing vessels, support vessels shall transmit to the competent Seychelles authorities for each activity on a FAD the following information:

- i. vessel (name and registration number of the fishing, support or supply vessel)
- ii. position (as the geographic location of the event (Latitude and Longitude) in degrees and minutes)
- iii. date (as DD/MM/YYYY, day/month/year)
- iv. FAD identifier (FAD or beacon ID)
- v. FAD type (natural FAD, artificial FAD),
- vi. FAD design characteristics
- vii. dimension and material of the floating part and of the underwater hanging structure
- viii. type of the activity, (visit deployment, hauling, retrieving, loss, intervention to service electronic equipment).

The above specified information shall be transmitted whether or not a set has been undertaken on the drifting FAD, using the specific data elements found in Appendix 2 (purse seine vessel logbook) and annexe II (support and support vessels logbook), the following information:

9. COMPANY fishing vessel setting on a FAD shall report the results of the set in terms of catch and bycatch, whether retained or discarded dead or alive to the competent Seychelles authorities in accordance to the purse seine fishing vessel logbook (Appendix 2).

10. COMPANY fishing vessels shall transmit to the competent Seychelles authorities the number of instrumented buoys onboard, including each unique identifier of the instrumented buoy before and after each fishing trip.

11. COMPANY fishing vessels shall transmit to the competent Seychelles authorities, observations' collected from on board human observers and review of videos and images collected with Electronic Monitoring System (EMS).

12. COMPANY fishing vessels shall transmit to the competent Seychelles authorities by 1 March of each year, the number of operational buoys followed by each vessel, lost and transferred (total number of FADs tagged at sea, by deploying an instrumented buoy on a log or another vessels' FAD already in the water) by 1° by 1° grid area and month strata and FAD type.

13. 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 record and notify their catches daily to the competent Seychelles authorities in the following manner, until such time as the Electronic Recording and 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 3.
- (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 Recording and 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 vessel shall record daily for each fishing operation, the estimated live weight of each species caught and kept on board or thrown back into the sea.

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 each 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 each species kept on board, in kilograms live weight or, where appropriate, the number of individual fish;
- (h) the estimated quantities of each species discarded, in kilograms live weight or, where appropriate, the number of individual fish.

6. COMPANY shall ensure that it has the necessary IT equipment and software to automatically exchange ERS data with the competent Seychelles authorities. ERS data shall be exchanged using the electronic means of communication data in a standardised form and at the cost of COMPANY. Changes to the required standards prescribed by the competent Seychelles authorities shall be implemented within six months.

7. COMPANY 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 4.

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.





SECTION 3  
TRIP DURATION AND EXIT AND ENTRY 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 leaving Port Victoria or any other port and re-entering Port Victoria or entering any other port.
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 5.

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 land and/or tranship fish caught, in Port Victoria, except as otherwise authorised by the competent Seychelles authorities.
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 of 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 6, 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 7.
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. The costs to be borne by COMPANY 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. 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 in the event of a suspected infringement of the Agreement or the laws of Seychelles;

9. No later than 48 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 8 with a maximum margin of error of +/- 10% of the total catch of the pre-declaration submitted in paragraph 3.

10. In the event that the margin of error is exceeded, the competent Seychelles authorities reserves the right to impose a penalty.

11. The master of COMPANY fishing vessel shall submit to competent Seychelles authorities receipts of all sale of fish landed by the COMPANY fishing vessel within 7 days of completion of final 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 identity and official position as an authorised officer 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 right to include their 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 right 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 fishing vessel 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. 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, any laws of Seychelles, international conservation and management measure or an international agreement.

11. The agent of the Association 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 9.

6. The cost of installation, maintenance and satellite transmission of position reports from the VMS to the competent Seychelles authorities shall be borne by COMPANY.

## 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.

- 1bis COMPANY shall ensure that EMS data are made available to the competent Seychelles authorities for the period during which COMPANY fishing vessels were in operation.
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 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 the Appendix 10.
5. The cost of installation, maintenance, replacement and satellite transmission of data reports from the EMS to the competent Seychelles authorities shall be borne by COMPANY.
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 person or COMPANY fishing vessel licensed or authorised under this Agreement or a duly appointed 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 AND CREW OF COMPANY FISHING VESSEL TO ASSIST SAMPLING TECHNICIANS



1. The Master and each crew member of any COMPANY fishing vessel on which a Sampling Technician is placed shall, at all times allow and assist the Sampling Technician, in the performance of his or her duties, to:

- (a) board such vessel at Port Victoria or any other permitted port outside Seychelles;
- (b) provide the Sampling Technician with appropriate working space;
- (c) gather such other information relating to fisheries as may be required for purposes of carrying out the objectives of any fisheries legislation or any applicable conservation and management measure;
- (d) Facilitate access to and from fishing vessels;
- (e) Facilitate timely access to documents for the purpose of conducting their tasks;
- (f) Provide advance notice regarding unloading schedule;
- (g) Facilitate their access to open fishing wells;
- (h) Assure their security and safety on board fishing vessels.

#### **CHAPTER IV EMBARKATION OF SEAMEN**

1. Each COMPANY purse seine fishing vessel shall embark during its fishing trip at least two qualified Seychelles seamen designated by the agent of the vessel, in agreement with COMPANY, from the names on a list to be maintained and submitted by the competent Seychelles authorities and established on the basis of the guidelines for the engaging of Seychelles seamen on COMPANY purse seine fishing vessels provided in Appendix 11.

2. The competent Seychelles authorities shall provide COMPANY agents on a monthly basis with the list of qualified seamen designated by the competent Seychelles authorities. If COMPANY, through the competent Seychelles authorities does not find a suitable qualified seaman on the list, as per established guidelines, COMPANY will be relieved from this obligation and the associated obligations foreseen under this Chapter, including the payment of the flat-rate compensation foreseen in paragraph 10.

3. Where possible, COMPANY purse seine fishing vessels shall embark trainees in place of the above obligation regarding Seychelles seamen embarkation. The qualified trainees could be designated by the agent of COMPANY fishing vessel from the names on the list submitted by the competent Seychelles authorities.



4. The agent of COMPANY purse seine fishing vessel shall inform the competent Seychelles authorities of the names and particulars of the Seychelles seamen who may be embarked on-board COMPANY purse seine fishing vessel concerned, mentioning their position in the crew list for each trip.

5. The International Labour Organisation (ILO) Declaration on Fundamental Principles and Rights at Work and other relevant ILO conventions shall apply as of right to Seychelles seamen signed on by COMPANY fishing vessels. This concerns in particular the freedom of association and the effective recognition of the right to collective bargaining, the elimination of discrimination in respect of employment and occupation and the working and living conditions on-board COMPANY purse seine fishing vessels.

6. Where Seychelles seamen are embarked, employment contracts shall be drawn up between the COMPANY's agent and the seamen or their trade unions or representatives in consultation with the competent Seychelles authorities. Those contracts shall guarantee the Seychelles seamen the social security cover applicable to them, including sickness and accident insurance, the pension benefits, leave and end of contract's compensation benefits as well as the basic wage to be paid under the provisions of this Chapter. A copy of the contract shall be given to the signatories and the competent Seychelles authorities.

7. Where Seychelles seamen are embarked, their wages shall be paid by COMPANY. The basic wage conditions, i.e. minimum wage before the addition of bonuses, granted to Seychelles seamen shall be set either on the basis provided by Seychelles legislation or the minimum standard set by the ILO, whichever is higher. The other benefits shall not be lower than those applied to Seychelles seamen embarked on other foreign purse seine fishing vessels operating in Seychelles EEZ or to seamen from other African Caribbean and Pacific (ACP) countries performing similar duties.

8. For the purposes of the enforcement and application of the employment law of Seychelles, the agent shall be considered as the local representative COMPANY. The contract concluded between the agent and Seychelles seamen shall include also the conditions for repatriation and all other benefits applicable to them.

9. All Seychelles seamen employed on-board COMPANY fishing vessels shall report to the master of the vessel designated on the day before their proposed embarkation date. Where a Seychelles seaman fails to report on the date and time agreed for embarkation, COMPANY shall be automatically relieved of their obligation to take the seaman on-board.

10. Where the number of Seychelles qualified seamen on-board of COMPANY fishing vessels does not reach the minimum level as provided in paragraph 1 for reasons other than that referred to in paragraph 9, COMPANY shall pay a flat-rate compensation of EUR 35 for each non-embarked seaman per day of fishing activities. The flat rate amount shall be paid to the Seychelles authorities at the latest within 90 days from the end of the validity period of the fishing authorisation.

## CHAPTER V 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 purse seine fishing vessels authorised to fish in the Seychelles fishing zone and outside the EEZ under this Agreement shall, at the request of the competent Seychelles authorities, embark one scientific observer, in the context of a national or regional observation programme under the terms set out in this Chapter. The embarkation of additional observers shall also be considered subject to a case by case agreement.
3. The competent Seychelles authorities shall draw up a list of COMPANY purse seine 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 COMPANY 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 not 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 observers 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 and the competent Seychelles authorities after the notification of the designated scientific observers.
7. Where scientific observers are to be embarked in Seychelles, within two weeks and giving 10 days' notice, the agent of COMPANY fishing vessel concerned shall make known at which port or location, and on what dates they intend to be embarked.
8. Where scientific observers are to be embarked in a foreign port, their travel costs shall be borne by COMPANY. If a vessel with a scientific observer from Seychelles on board disembark in a foreign port, all measures shall be taken to ensure the safe return of the scientific observer to Seychelles as soon as possible at the expense of COMPANY.
9. If a scientific observer is not present at the time and place agreed or during the six hours following the time agreed, COMPANY shall be relieved of their obligation to embark the scientific observer.
10. COMPANY shall bear the cost of providing board and accommodation for scientific observers in the same conditions as for the officers on board the vessel.
11. Scientific Observers shall be treated as officers.
12. The salary and applicable taxes of the scientific observers shall be borne by the competent Seychelles authorities.

#### *Scientific observer's duties*

13. 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 and outside Seychelles EEZ 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.

14. Scientific observers shall maintain a regular communication channel with the competent Seychelles authorities, making use of the communication means available on board the COMPANY fishing vessel.

15. 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.

16. The masters of COMPANY fishing vessels shall do everything reasonably practicable to ensure the physical safety and welfare of observers while on board.

17. 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*

18. 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.

19. 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 15 days. The report shall be signed by the scientific observer.

## **CHAPTER VI COMPLIANCE OBSERVERS**

### *Observation of fishing activities*

1. The Parties recognise the importance of respecting the obligations of relevant *Regional Fisheries Management Organizations*' Conservation and Management Measures and relevant Seychelles' laws and regulations.

### *Designated vessels and observers*

2. COMPANY fishing vessels authorised to fish in the Seychelles waters and outside the EEZ, under this Agreement shall, at the request of the competent Seychelles authorities, embark

one observer, in the context of a national or regional observation programme under the terms set out in this Chapter. The embarkation of additional observers 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 an observer and a list of appointed observers, while taking into account the characteristics of the vessels and possible space limitations.. The list 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 observer to the agent of COMPANY fishing vessel concerned not later than 15 days before the 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 observers programme, the 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 observer.

6. The conditions for embarkation of observers shall be agreed between the agent of COMPANY and the competent Seychelles authorities after the notification of the designated observers.

7. Where observers are to be embarked in Seychelles, within two weeks and giving 10 days' notice, the agent of COMPANY fishing vessel concerned shall make known at which port or location, and on which dates they intend to be embarked.

8. Where observers are to be embarked in a foreign port, their travel costs shall be borne by COMPANY. If a vessel with an observer from Seychelles on board disembark in a foreign port, all measures shall be taken to ensure the safe return of the observer to Seychelles as soon as possible at the expense of COMPANY.

9. If an observer is not present at the time and place agreed or during the six hours following the time agreed without justification COMPANY shall be relieved of their obligation to embark the observer.

10. COMPANY shall bear the cost of providing board and accommodation for observers in the same conditions as for the officers on board the vessel.

11. Observers shall be treated as officers.

12. The salary and applicable taxes of the observers shall be borne by the competent Seychelles authorities.

#### *Observer's duties*

13. Observers shall observe and record the fishing activities of the vessels for compliance purposes, in particular:

- (a) the species, quantity, size and condition of fish taken,
- (b) the method by which and the areas in 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 and outside Seychelles EEZ recorded in the logbook, including the percentage of bycatch and an estimation of discards,
- (e) Sighting of other vessels and their activities
- (f) compliance with any other agreed measures and fishing conditions



14. Observers shall maintain a regular communication channel with the competent Seychelles authorities, making use of the communication means available on board COMPANY fishing vessel.

16. The masters of COMPANY fishing vessels shall do everything reasonably practicable to ensure the physical safety and welfare of observers while on board.

17. 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 observers.

#### *Observer's obligations*

18. While on board, 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.

19. At the end of the embarkation and before leaving COMPANY fishing vessel, the observer shall draw up a compliance report to be transmitted to the competent Seychelles authorities, with a copy to the agent of COMPANY fishing vessel within 15 days. The report shall be signed by the observer, and the master of the vessel.

## **CHAPTER VII ENFORCEMENT**

### **Sanctions**

1. Failure to observe the provisions of the Agreement and its Annexes and Appendices or the applicable laws and regulations of Seychelles relating to the conservation and management of marine living resources in Seychelles fishing zone 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 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 reserves the right 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, 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 (to include fish hold volume in m<sup>3</sup> for purse seiners)

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

Appendix 2(a) Purse Seine vessel logbook

(b) Supply vessel logbook

Appendix 3: Communication format reports

(a) PSM port entry notification

(b) Weekly catch report

(c) Monthly Logbook

Appendix 4: Catch reporting by ERS and malfunction notification

Appendix 5: Entry/Exit notification

Appendix 6: Landing and/or transshipment notification form

Appendix 7: Pre-landing and/or pre-transshipment form

Appendix 8: Final landing and/or final transshipment form

Appendix 9: Specification for VMS

Appendix 10: Specification for ERS

Appendix 11: Guidelines for the engaging of Seychelles seamen on COMPANY purse seine fishing vessels

## APPENDIX 1

- (a) Seychelles fishing authorisation application form for COMPANY fishing and support vessels to fish in Seychelles fishing zone (to include fish hold volume in m<sup>3</sup> for purse seiners)

i. Authorization Application for Fishing Vessel



**SEYCHELLES FISHING AUTHORITY**

P.O Box 449,  
Fishing Port, Mahé,  
Republic of Seychelles  
Telephone: 4670300 Fax: 4224508 E-mail: [management@sfa.sc](mailto: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 (m<sup>3</sup>) \_\_\_\_\_

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: ... ..

ii. Authorization Application for Supply Vessel



**SEYCHELLES FISHING AUTHORITY**

P O Box 449,  
Fishing Port, Mahé,  
Republic of Seychelles  
Telephone: 4670300 Fax: 4224508 E-mail: [management@sfa.sc](mailto:management@sfa.sc)



*Please address all Correspondence to the Chief Executive Officer*

**APPLICATION FOR LICENCE OF SEYCHELLES SUPPLY 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 \_\_\_\_\_

Vessel Length (M) \_\_\_\_\_ Vessel width (M) \_\_\_\_\_

Gross Registered Tonnage \_\_\_\_\_ IOTC No \_\_\_\_\_

IMO No \_\_\_\_\_

Engine Type and Horsepower \_\_\_\_\_

Fish holds capacity (m<sup>3</sup>) \_\_\_\_\_

Radio Call Sign \_\_\_\_\_ Frequency \_\_\_\_\_

**Fishing operation:** Vessel is not allowed to catch any fish but to assist licensed or authorized fishing vessels with their fishing operation.

**Areas to operate:** All areas except areas stipulated in the Fisheries Regulations

**Reporting requirement:** As per Fisheries act and Regulation

**VMS requirement:** As per Fisheries act and Regulation and established communication protocol.

List of fishing vessel to be assisted:

| Name of fishing vessel | Fishing licence number. | IOTC number |
|------------------------|-------------------------|-------------|
|                        |                         |             |
|                        |                         |             |
|                        |                         |             |
|                        |                         |             |
|                        |                         |             |

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: ... ..

The licence condition for supply vessel should read as follows:

The vessel is authorized to:

1. collect and deliver crew, necessary fishing equipments and provision from port Victoria to licenced and authorized fishing vessels
2. deploy and retrieve Fish Aggregating Devices (FAD's)
3. search for fish and contact licenced and authorized fishing vessels

The vessel is not authorized to:

4. catch any marine species
5. operate with unlicensed and unauthorized fishing vessels.

The vessel shall

6. report to the SFA its VMS information, as per Fisheries act and Regulation and established protocol
7. provide the SFA with statistic on their operation through established logbook

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





# APPENDIX 2

## (a) Purse Seine vessel logbook



SEICHELLES FISHING AUTHORITY

P.O. Box 449, Fishing Port, Mahé, Republic of Seychelles  
Telephone: 672300 Fax: 224508 Email: management@sfia.sc

## Logbook for Seychelles Flagged Tuna Purse Seiners

Version 04/2016

| SALIDA / DEPARTURE |             |              |             | LLEGADA / ARRIVAL          |                     |                   |                         | PATRON / PATRON / MASTER |                 |                 |                         | BARCO / VESSEL      |                |                         |                | HOJA SHEET      |                 |                         |                     |                |                         |
|--------------------|-------------|--------------|-------------|----------------------------|---------------------|-------------------|-------------------------|--------------------------|-----------------|-----------------|-------------------------|---------------------|----------------|-------------------------|----------------|-----------------|-----------------|-------------------------|---------------------|----------------|-------------------------|
| PUERTO / PORT      |             | FECHA / DATE |             | HORA / HOUR                |                     | CORREDEIRA / LOCH |                         | PUERTO / PORT            |                 | FECHA / DATE    |                         | HORA / HOUR         |                | CORREDEIRA / LOCH       |                | NOMBRE / NAME   |                 | INDICATIVO / CALL SIGN  |                     | PAIS / COUNTRY |                         |
| FECHA / DATE       | HORA / TIME | LONG.        | LAT.        | TIPO DE VENTA / VISIT TYPE | TIPO DCP / DCP TYPE | MARCAS DEL DCP    | TIPO BALIZA / BUOY TYPE | PROPIA / A/CNA           | BALEA AL PARTIR | BALEA AL LLEGAR | ACTIVIDAD SOBRE LOS DCP | TIPO DCP / DCP TYPE | MARCAS DEL DCP | TIPO BALIZA / BUOY TYPE | PROPIA / A/CNA | BALEA AL PARTIR | BALEA AL LLEGAR | ACTIVIDAD SOBRE LOS DCP | TIPO DCP / DCP TYPE | MARCAS DEL DCP | TIPO BALIZA / BUOY TYPE |
| POSICION           | LATITUDE    | LONGITUDE    | COORDENADAS | TIPO DE VENTA / VISIT TYPE | TIPO DCP / DCP TYPE | MARCAS DEL DCP    | TIPO BALIZA / BUOY TYPE | PROPIA / A/CNA           | BALEA AL PARTIR | BALEA AL LLEGAR | ACTIVIDAD SOBRE LOS DCP | TIPO DCP / DCP TYPE | MARCAS DEL DCP | TIPO BALIZA / BUOY TYPE | PROPIA / A/CNA | BALEA AL PARTIR | BALEA AL LLEGAR | ACTIVIDAD SOBRE LOS DCP | TIPO DCP / DCP TYPE | MARCAS DEL DCP | TIPO BALIZA / BUOY TYPE |
| FECHA / DATE       | HORA / TIME | LONG.        | LAT.        | TIPO DE VENTA / VISIT TYPE | TIPO DCP / DCP TYPE | MARCAS DEL DCP    | TIPO BALIZA / BUOY TYPE | PROPIA / A/CNA           | BALEA AL PARTIR | BALEA AL LLEGAR | ACTIVIDAD SOBRE LOS DCP | TIPO DCP / DCP TYPE | MARCAS DEL DCP | TIPO BALIZA / BUOY TYPE | PROPIA / A/CNA | BALEA AL PARTIR | BALEA AL LLEGAR | ACTIVIDAD SOBRE LOS DCP | TIPO DCP / DCP TYPE | MARCAS DEL DCP | TIPO BALIZA / BUOY TYPE |

## (b) Supply vessel logbook



SEICHELLES FISHING AUTHORITY

P.O. Box 449, Fishing Port, Mahé, Republic of Seychelles  
Telephone: 672300 Fax: 224508 Email: management@sfia.sc

## Logbook for Seychelles Flagged Support Vessels

Version 04/2016



| SALIDA / DEPARTURE |             |              |             | LLEGADA / ARRIVAL          |                     |                   |                         | PATRON / PATRON / MASTER |                 |                 |                         | BARCO / VESSEL      |                |                         |                | HOJA SHEET      |                 |                         |                     |                |                         |
|--------------------|-------------|--------------|-------------|----------------------------|---------------------|-------------------|-------------------------|--------------------------|-----------------|-----------------|-------------------------|---------------------|----------------|-------------------------|----------------|-----------------|-----------------|-------------------------|---------------------|----------------|-------------------------|
| PUERTO / PORT      |             | FECHA / DATE |             | HORA / HOUR                |                     | CORREDEIRA / LOCH |                         | PUERTO / PORT            |                 | FECHA / DATE    |                         | HORA / HOUR         |                | CORREDEIRA / LOCH       |                | NOMBRE / NAME   |                 | INDICATIVO / CALL SIGN  |                     | PAIS / COUNTRY |                         |
| FECHA / DATE       | HORA / TIME | LONG.        | LAT.        | TIPO DE VENTA / VISIT TYPE | TIPO DCP / DCP TYPE | MARCAS DEL DCP    | TIPO BALIZA / BUOY TYPE | PROPIA / A/CNA           | BALEA AL PARTIR | BALEA AL LLEGAR | ACTIVIDAD SOBRE LOS DCP | TIPO DCP / DCP TYPE | MARCAS DEL DCP | TIPO BALIZA / BUOY TYPE | PROPIA / A/CNA | BALEA AL PARTIR | BALEA AL LLEGAR | ACTIVIDAD SOBRE LOS DCP | TIPO DCP / DCP TYPE | MARCAS DEL DCP | TIPO BALIZA / BUOY TYPE |
| POSICION           | LATITUDE    | LONGITUDE    | COORDENADAS | TIPO DE VENTA / VISIT TYPE | TIPO DCP / DCP TYPE | MARCAS DEL DCP    | TIPO BALIZA / BUOY TYPE | PROPIA / A/CNA           | BALEA AL PARTIR | BALEA AL LLEGAR | ACTIVIDAD SOBRE LOS DCP | TIPO DCP / DCP TYPE | MARCAS DEL DCP | TIPO BALIZA / BUOY TYPE | PROPIA / A/CNA | BALEA AL PARTIR | BALEA AL LLEGAR | ACTIVIDAD SOBRE LOS DCP | TIPO DCP / DCP TYPE | MARCAS DEL DCP | TIPO BALIZA / BUOY TYPE |
| FECHA / DATE       | HORA / TIME | LONG.        | LAT.        | TIPO DE VENTA / VISIT TYPE | TIPO DCP / DCP TYPE | MARCAS DEL DCP    | TIPO BALIZA / BUOY TYPE | PROPIA / A/CNA           | BALEA AL PARTIR | BALEA AL LLEGAR | ACTIVIDAD SOBRE LOS DCP | TIPO DCP / DCP TYPE | MARCAS DEL DCP | TIPO BALIZA / BUOY TYPE | PROPIA / A/CNA | BALEA AL PARTIR | BALEA AL LLEGAR | ACTIVIDAD SOBRE LOS DCP | TIPO DCP / DCP TYPE | MARCAS DEL DCP | TIPO BALIZA / BUOY TYPE |

*[Handwritten signature]*

# APPENDIX 3

## Communication format reports

### (a) PSM port entry notification

|  |           |   |                       |         |  |   |  |
|--|-----------|---|-----------------------|---------|--|---|--|
| <br><b>Republic of Seychelles</b> |           | <b>ADVANCE REQUEST FOR ENTRY IN PORT (AREP)</b>   |                       |         |  |  |  |
| 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<br><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<br><input type="checkbox"/> Orbcomm <input type="checkbox"/> Qualcomm <input type="checkbox"/> Iridium<br><input type="checkbox"/> Others :<br>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   |   |  |
|  |           |   |                       |         |  |   |  |
|  |           |   |                       |         |  |   |  |
|  |           |   |                       |         |  |   |  |
|  |           |   |                       |         |  |   |  |
|  |           |   |                       |         |  |   |  |
|  |           |   |                       |         |  |   |  |
|  |           |   |                       |         |  |   |  |
|  |           |   |                       |         |  |   |  |
|  |           |   |                       |         |  |   |  |

|   |          |              |            |            |         |                          |            |                                 |
|---|----------|--------------|------------|------------|---------|--------------------------|------------|---------------------------------|
| Insert row  |          |              |            |            |         |                          |            |                                 |
| 20 Relevant transshipment authorization(s)              |          |              |            |            |         |                          |            |                                 |
| Identifier  |          |              | Issued by  |            |         | Validity (From/to)       |            |                                 |
|   |          |              |            |            |         |                          |            |                                 |
| Insert row  |          |              |            |            |         |                          |            |                                 |
| 21 Transshipment information (concerning donor vessels) |          |              |            |            |         |                          |            |                                 |
| Date  | Location | Name         | Flag State | ID number  | Species | Product form             | Catch area | Quantity                        |
|   |          |              |            |            |         |                          |            |                                 |
|   |          |              |            |            |         |                          |            |                                 |
|   |          |              |            |            |         |                          |            |                                 |
|   |          |              |            |            |         |                          |            |                                 |
|   |          |              |            |            |         |                          |            |                                 |
| Insert row  |          |              |            |            |         |                          |            |                                 |
| 22 Total catch onboard                                  |          |              |            |            |         | 23 Catch to be offloaded |            |                                 |
| Species   |          | Product form |            | Catch area |         | Quantity (kg)            |            |                                 |
|   |          |              |            |            |         |                          |            | Quantity to be landed (kg)      |
|   |          |              |            |            |         |                          |            | Quantity to be transhipped (kg) |
|   |          |              |            |            |         |                          |            |                                 |
|   |          |              |            |            |         |                          |            |                                 |
|   |          |              |            |            |         |                          |            |                                 |
|   |          |              |            |            |         |                          |            |                                 |
|   |          |              |            |            |         |                          |            |                                 |
|   |          |              |            |            |         |                          |            |                                 |
|   |          |              |            |            |         |                          |            |                                 |
|   |          |              |            |            |         |                          |            |                                 |
|   |          |              |            |            |         |                          |            |                                 |
|   |          |              |            |            |         |                          |            |                                 |
|   |          |              |            |            |         |                          |            |                                 |
|   |          |              |            |            |         |                          |            |                                 |
|   |          |              |            |            |         |                          |            |                                 |
|   |          |              |            |            |         |                          |            |                                 |
|   |          |              |            |            |         |                          |            |                                 |
|   |          |              |            |            |         |                          |            |                                 |
| Insert row  |          |              |            |            |         |                          |            |                                 |

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](mailto:fmcsc@sfa.sc))



## 10.1002/9781118471996.ch10

P.O. Box 445, Fishing Port, Mahé, Republic of Seychelles  
Telephone: 670300 Fax: 224508 E-mail: [management@sfsc.org](mailto:management@sfsc.org)

101A 3HTE7

|   |       |
|---|-------|
| 0 | OLMIA |
|---|-------|

5/29/13 11:46 AM

Telephone: 670300 Fax: 224508 E-mail: management@sh.sc

100

A SUFFICIENT

|      |        |
|------|--------|
| DATE | OFFICE |
|------|--------|



## APPENDIX 4

### Catch reporting by ERS and malfunction notification

#### General provisions

1. All COMPANY fishing vessels must be equipped with an electronic system ("ERS"), capable of recording and transmitting data relating 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. The ERS data shall be transmitted in accordance with the present guidelines to the FMC of the competent authority, which shall ensure the automatic provision to the Seychelles FMC.

#### ERS communications

4. The Seychelles shall designate an ERS correspondent to act as the point of contact for matters concerning the implementation of the provisions of this Appendix. The COMPANY and Seychelles shall notify each other of the contact details of their ERS correspondents and, where appropriate, update that information without delay.
5. ERS data shall be transmitted by the COMPANY fishing automatically to Seychelles Competent Authority.

#### 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 without delay. 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 authority by any appropriate means of telecommunication every day, not later than 00.00 hours.
9. In the event of a failure of the electronic transmission system installed on board the COMPANY fishing vessel, the master or the operator of the vessel shall ensure that the ERS is repaired or replaced within ten (10) days of the failure being detected. After the expiry of that deadline, the COMPANY fishing vessel shall no longer be authorised to fish and shall call at a Seychelles port within twenty-four (24) hours. The COMPANY fishing vessel shall not be authorised to leave that port until the FMC has established that the ERS is functioning correctly again.
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 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

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

## APPENDIX 5

### Entry/Exit notification

#### a. PSM port entry notification

##### 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:.....



## APPENDIX 6

### Landing and/or transshipment notification 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: SEYCHELLES

National Register Number, if available:

IOTC Record Number, if available:

Lloyds/IMO Number, if available:

DD MM YY

(3) Departure Date:

|    |    |    |
|----|----|----|
| DD | MM | YY |
|    |    |    |

(5) Return Date:

|    |    |    |
|----|----|----|
| DD | MM | YY |
|    |    |    |

(7) Transshipment To Begin:

|    |    |    |
|----|----|----|
| DD | MM | YY |
|    |    |    |

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:

|    |    |    |
|----|----|----|
| DD | MM | YY |
|    |    |    |

|    |    |    |
|----|----|----|
| HH | MM | SS |
|    |    |    |



(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 transhipment.
14. Date and time on which transhipment 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 7

### 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: SEYCHELLES National Register Number, if available: \_\_\_\_\_  
 IOTC Record Number, if available: \_\_\_\_\_ Lloyds/IMO Number, if available: \_\_\_\_\_

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**

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 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 8

### Final landing and/or final transshipment form

#### Part 1

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

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

|  |              |  |  |   |
|--|--------------|--|--|---|
| DD    MM    YY   | COUNTRY&PORT |  |  |   |
| (3) Departure Date: <table border="1" style="display: inline-table; width: 100px; height: 20px;"><tr><td style="width: 33%;"></td><td style="width: 33%;"></td><td style="width: 33%;"></td></tr></table>        |              |  |  | (4) From: <table border="1" style="display: inline-table; width: 250px; height: 20px;"></table>     |
|  |              |  |  |   |
| (5) Return Date: <table border="1" style="display: inline-table; width: 100px; height: 20px;"><tr><td style="width: 33%;"></td><td style="width: 33%;"></td><td style="width: 33%;"></td></tr></table>           |              |  |  | (6) To: <table border="1" style="display: inline-table; width: 250px; height: 20px;"></table>       |
|  |              |  |  |   |
| (7) Transhipment To Begin: <table border="1" style="display: inline-table; width: 100px; height: 20px;"><tr><td style="width: 33%;"></td><td style="width: 33%;"></td><td style="width: 33%;"></td></tr></table> |              |  |  | (8) Location: <table border="1" style="display: inline-table; width: 250px; height: 20px;"></table> |
|  |              |  |  |   |

(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 | Filleted |  |  | F | Fr |
|---------|-------|--------|--------|----------|--|--|---|----|
| TUNA    |       |        |        |          |  |  |   |    |
|         |       |        |        |          |  |  |   |    |
|         |       |        |        |          |  |  |   |    |
|         |       |        |        |          |  |  |   |    |
|         |       |        |        |          |  |  |   |    |
|         |       |        |        |          |  |  |   |    |

(11) Master's name of Fishing Vessel:

Signature & Date:

#### Part 2

|                                   |   |
|-----------------------------------|---|
| <b>(12) Carrier Vessel</b>        |   |
| 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: 

|  |  |  |
|--|--|--|
|  |  |  |
|--|--|--|

|  |  |
|--|--|
|  |  |
|--|--|

(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 transshipments 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 transhipment.

48. Date and time on which transhipment 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 9

### Specification for VMS

#### **Transmission by the COMPANY vessel in the event of breakdown of the Vessel Tracking Device (VTD)**

1. The master of a COMPANY vessel shall ensure at all times that the VTD of that vessel is fully operational and that the position messages are correctly transmitted to the FMC of the flag Member State of the COMPANY.
2. In the event of breakdown, the VTD of the COMPANY vessel shall be repaired or replaced within 30 days. If the VTD has not been repaired or replaced within 30 day the COMPANY vessel shall no longer be authorised to fish.
3. COMPANY vessels with a defective VTD 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 VTD is found to have been tampered with in order to disrupt its operation or falsify its position messages, the master of that COMPANY 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 vessel to every 30 minutes for a set period of investigation. Seychelles FMC shall send this documentary evidence to the COMPANY. 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 of any follow-up action that is required.



## APPENDIX 10

### Specification for ERS

#### Entry Report (COE)<sup>(1)</sup>

| Content                                    | Transmission       |
|--|--------------------|
| Destination                                | SFA                |
| Action code                                | COE                |
| Vessel name                                |                    |
| IRCS                                       |                    |
| Position of entry                          | LT/LG              |
| Date and time (UTC) of entry               | DD/MM/YYYY – HH:MM |
| Quantity (Mt) of fish on board per specie: |                    |
| Yellowfin (YFT)                            | (Mt)               |
| Bigeye Tuna (BET)                          | (Mt)               |
| Skipjack (SKJ)                             | (Mt)               |
| Others (Specify)                           | (Mt)               |

#### Exit Report (COX)<sup>(1)</sup>

| Content                                    | Transmission       |
|--|--------------------|
| Destination                                | SFA                |
| Action code                                | COX                |
| Vessel name                                |                    |
| IRCS                                       |                    |
| Position of exit                           | LT/LG              |
| Date and time (UTC) of exit                | DD/MM/YYYY – HH:MM |
| Quantity (Mt) of fish on board per specie: |                    |
| Yellowfin (YFT)                            | (Mt)               |
| Bigeye Tuna (BET)                          | (Mt)               |
| Skipjack (SKJ)                             | (Mt)               |
| Others (Specify)                           | (Mt)               |

#### Catch report (CAT) format.

| Content     | Transmission |
|-------------|--------------|
| Destination | SFA          |
| Action code | CAT          |

(1)



| Content                                    | Transmission       |
|--|--------------------|
| Vessel name                                |                    |
| IRCS                                       |                    |
| Date and time (UTC) of report              | DD/MM/YYYY – HH:MM |
| Quantity (Mt) of fish on board per specie: |                    |
| Yellowfin (YFT)                            | (Mt)               |
| Bigeye Tuna (BET)                          | (Mt)               |
| Skipjack (SKJ)                             | (Mt)               |
| Others (Specify)                           | (Mt)               |
| Number of sets made since last report      | (Number)           |

All reports shall be transmitted to the competent Seychelles authorities through the following contacts:

E-mail: [fmcsc@sfa.sc](mailto:fmcsc@sfa.sc)

Mail address: Seychelles Fishing Authority, P.O. Box 449, Fishing Port, Mahé, Seychelles




## APPENDIX 11

Guidelines for the engaging of Seychelles seamen on COMPANY purse seine fishing vessels

The Seychelles authorities shall ensure that Seychelles seamen engaged to be employed on COMPANY purse seine vessels shall meet the following requirements:

- (a) the minimum age of the seamen shall be 18;
- (b) seamen shall have a valid medical certificate issued by a duly qualified medical practitioner, confirming that they are medically fit to perform the duties they are to carry out at sea;
- (c) seamen shall have the valid vaccinations required for precautionary health purposes in the region;
- (d) seamen shall be qualified according to the International Convention on Standards of Training, Certification and Watch keeping for Seafarers (STCW) to certify inter alia basic safety training such as:
  - personal survival techniques and personal safety,
  - fire fighting and fire prevention,
  - elementary first aid, etc.;
- (e) seamen should possess the necessary skills and experience as certified by the relevant Seychelles competent authority to operate on purse seine vessels, in particular regarding the awareness of dangers associated with fishing operations and the knowledge in the use of the fishing equipment.

A large, stylized handwritten mark, possibly a signature or initials, consisting of a large loop and a long horizontal stroke extending to the right.