

**THIS AGREEMENT** is made on the .....18<sup>th</sup> day of .....December .....2023

**BETWEEN:**

**THE GOVERNMENT OF THE REPUBLIC OF SEYCHELLES REPRESENTED HEREIN BY ITS MINISTRY RESPONSIBLE FOR FISHERIES**, of 2<sup>nd</sup> Floor Maison Collet, Palm Street, Victoria, Mahe, Seychelles P.O. BOX 408, represented by Mr Jean-Francois Ferrari, Minister for Fisheries and Blue Economy (hereinafter referred to as "**MOF**");

**AND**

**PEMBA TUNA LTD**, a registered company with its business address of MPENDAE MALL, 2nd Floor, Room 35, Mpendae, Zanzibar UNITED REPUBLIC OF TANZANIA duly represented herein by IMANOL LOINAZ EGUIGUREN (hereinafter referred to as "**the COMPANY**");

Hereinafter referred to as "the Parties",

**WHEREAS:**

- A. MOF is the Ministry responsible for developing and supporting a resilient and sustainable fishery in the Seychelles.
- B. the COMPANY is a company incorporated in UNITED REPUBLIC OF TANZANIA engaged in the fishing business.
- C. The Parties have agreed to enter into a sustainable fisheries agreement.
- D. The Seychelles has agreed for the COMPANY's fishing vessel(s) to fish in its waters on the terms and subject to the conditions set out in this Agreement.
- E. The Parties agree that the COMPANY's fishing vessel(s) shall only fish the surplus of the allowable catch referred to in Article 62(2) and (3) of UNCLOS.
- F. The Parties hereby agree that the fishing activities of the COMPANY's fishing vessel(s) in the waters of Seychelles must be conducted in a responsible and sustainable manner.
- G. **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.
- H. **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.
- I. **AWARE** of the importance of the principles established by the Code of Conduct for Responsible Fisheries adopted at the Food and Agriculture Organisation (FAO) Conference in 1995 and of the FAO Port State Measures Agreement to Prevent, Deter and Eliminate Illegal, Unreported and Unregulated (IUU) Fishing, and **DETERMINED** to take the necessary measures to implement them.



- J. **DETERMINED** to apply the resolutions taken by the Indian Ocean Tuna Commission (IOTC) and other relevant regional organisations.
- K. **DETERMINED** to cooperate, in their mutual interest, in promoting the introduction of responsible fisheries to ensure the long-term conservation and sustainable exploitation of marine living resources.
- L. **CONVINCED** that such cooperation must take the form of initiatives and measures which, whether taken jointly or separately, are complementary, and ensure consistent policies and synergy of efforts.
- M. **DESIROUS** of establishing terms and conditions governing the fishing activities of the COMPANY's fishing vessel(s) in the waters of Seychelles and the COMPANY's support for developing sustainable responsible fishing in those waters.

**NOW THEREFORE** the Parties have agreed as follows:

### **ARTICLE 1 - PURPOSE**

The purpose of this Agreement is to establish the terms and conditions under which the COMPANY's fishing vessel(s) may carry out purse seine fishing and related activities in the Seychelles fishing zone.

### **ARTICLE 2 – SCOPE**

1. This Agreement establishes the principles, rules and procedures governing:
  - (a) economic, technical and scientific co-operation in the fisheries sector with a view to promoting sustainable fishing in the Seychelles fishing zone to guarantee the conservation and sustainable exploitation of fisheries resources, and developing the Seychelles' fisheries sectors;
  - (b) the conditions governing access by the COMPANY's fishing vessel(s) to fish in the Seychelles fishing zone;
  - (c) co-operation on the management, control and surveillance measures in Seychelles fishing zone with a view to ensuring that the conditions set out in this Agreement are complied with, that the measures for the conservation and 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 COMPANY and local operators aimed at further developing economic activities in the Seychelles fisheries sector and related activities, in the common interest of both.

### **ARTICLE 3 – DEFINITIONS**

1. For the purpose of this Agreement:
  - (a) "Competent Seychelles authorities", means the Ministry responsible for Fisheries or authorities or agencies designated by the Ministry;

- (b) "the COMPANY's fishing vessel" means an industrial purse seine fishing vessel(s) managed by the COMPANY and authorised to operate in Seychelles waters under this Agreement;
- (c) "fishing" and "fishing related activities" have the same meaning as defined in the Fisheries Act, 2014 and includes searching for fish, setting, towing of fish gear, taking catch on board, processing on board, transferring, caging, fattening and landing of fish and fish products;
- (d) "The Seychelles fishing zone" means the part of the waters under the sovereignty or jurisdiction of Seychelles, in accordance with the Seychelles Maritime Zones Act 1999 and other applicable laws of Seychelles, where Seychelles licenced the COMPANY's fishing vessel(s) to engage in fishing activities;
- (e) "Joint-enterprise" means a commercial company set up in Seychelles by the COMPANY in order to engage in fishing or related activities where actual effective shares are beneficially owned by a citizen of Seychelles having a place of business in Seychelles;
- (f) "Agreement" means this Agreement, the Annex and Appendices thereto;
- (g) "Sustainable fisheries" means fishing in accordance with the objectives and principles enshrined in the Code of Conduct for Responsible Fisheries adopted at the 1995 Conference of the Food and Agriculture Organization of the United Nations (FAO);
- (h) "Landings" has the same meaning as in the relevant IOTC resolutions applicable to the nature of the licence under this Agreement;
- (i) "Transshipment" has the same meaning as in the relevant IOTC resolutions applicable to the nature of the licence under this Agreement. Transshipment also includes the transfer of fish into containers;
- (j) "IUU fishing" has the same meaning as defined in the relevant IOTC resolutions applicable to the nature of the licence under this Agreement;
- (k) "Seychelles waters" has the same meaning as defined in the Seychelles Fisheries Act, 2014.

#### **ARTICLE 4 – PRINCIPLES & OBJECTIVES**

1. The Parties hereby undertake to promote and implement sustainable fishing in the Seychelles fishing zone.
2. The principle of non-discrimination shall govern this Agreement.
3. In the interest of transparency, the Government of Seychelles undertakes to make public information relating to this Agreement licencing the COMPANY's fishing vessel(s) to fish in Seychelles fishing zone, and the resulting fishing effort, in particular the number of fishing licences issued and the catches reported in accordance with the IOTC confidentiality standard.




4. The COMPANY shall comply with the national and regional scientific assessments and with conservation and management measures adopted by the Competent Seychelles authorities and the relevant regional fisheries management organisations and in particular the IOTC, duly taking into account regional scientific assessments.
5. The Parties agree to implement this Agreement in accordance with due consideration to human rights, democratic principles and the rule of law and fundamental elements regarding good governance.
6. The Parties shall endeavour to encourage economic co-operation in the fishing and processing industry in Seychelles, to enhance investments, resource valorisation and job creation and a proper balance between supply and demand of fish. In particular, the COMPANY shall ensure reasonable opportunities for Seychelles' processing industry to be adequately supplied with tuna, including the bycatch from the COMPANY's fishing vessel(s).
7. The COMPANY's fishing vessels shall endeavour to procure other goods and services in Seychelles for their fishing activities.

#### **ARTICLE 5 – PERIOD OF APPLICATION**

1. This Agreement shall enter into force on the 1<sup>st</sup> day of January 2024 and shall remain in effect for a period of three (3) years, until its expiry on 31<sup>st</sup> day of December 2026, unless terminated earlier in accordance with Article 12.
2. Following the expiration or termination of this Agreement, the COMPANY shall continue to be liable for any breach of this Agreement or any laws of Seychelles which occurred before the expiration or termination of this Agreement, or for any authorisation fee or any outstanding dues not paid at the time of expiration or termination.

#### **ARTICLE 6 - FISHING AUTHORISATION**

1. MOF hereby undertakes to allocate fishing opportunities to the COMPANY's fishing vessel(s) to access Seychelles waters and to engage in fishing activities in accordance with this Agreement and Annex thereto.
  2. The COMPANY shall fish in Seychelles waters on the condition that it is in possession of a valid fishing authorisation issued under this Agreement by the Competent Seychelles authorities.
  3. The COMPANY shall ensure that its fishing vessel(s) comply with this Agreement and to the Seychelles legislation governing fisheries in Seychelles.
  4. The COMPANY shall undertake the procedure set out in Appendix 1 in order to obtain a fishing authorisation for its vessel(s) and shall settle the applicable fees prior to the commencement of any fishing activities in Seychelles waters.
  5. The COMPANY shall endeavour to use Port Victoria as their operational base and also endeavour to land their catch, procure fuel and other goods and services for their fishing activities in Seychelles.
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6. The employment of seamen on-board the COMPANY's fishing vessel shall be governed by the International Labour Organisation (ILO) Declaration on Fundamental Principles and Rights at Work, which shall apply to the relevant contracts and general terms of employment, and by relevant ILO Conventions. This concerns in particular the freedom of association and the effective recognition of the right to collective bargaining, and the elimination of discrimination in respect of employment and occupation and living and working conditions on-board the COMPANY's fishing vessels.
7. The COMPANY's fishing vessel(s) 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.
8. 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's fishing vessel(s);
  - (d) it receives and responds to legal process with respect to the Company's fishing vessel(s) and its activities, operator, master and crew members;
  - (e) it assumes full liability for the Company's fishing vessel(s) 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.
  - (h) The COMPANY and the new Agent shall immediately notify the competent Authority in writing if it has a change of Agent and of the appointment of a new Agent with the proper documentation to that effect.
9. Competent Seychelles authorities shall notify the COMPANY prior to the implementation of any decision adopted by Government that may affect the activities of the COMPANY's fishing vessel(s) under this Agreement. Such notification shall be communicated by the Competent Seychelles authorities to the COMPANY in a reasonable time.
10. The COMPANY's fishing vessel(s) shall take onboard appropriate scientific as required by the Competent Seychelles authorities whenever necessary.

#### **ARTICLE 7 - SPECIES COVERAGE**

1. The COMPANY's fishing vessel(s) under this Agreement shall engage in fishing activities in the Seychelles fishing zone 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.

2. Subject to clause 1, the Exclusion List may be revised by MOF at any time during this Agreement upon written notice to the COMPANY.

#### **ARTICLE 8 – STATISTICAL AND SCIENTIFIC COOPERATION ON RESPONSIBLE FISHING**

1. During the period covered by this Agreement, MOF and the COMPANY shall cooperate to monitor the evolution of the resources in Seychelles waters and support the assessment work carried out by the IOTC.
2. The Parties shall also exchange relevant statistical, biological, conservation and environmental information and co-operate in the relevant scientific meetings, as may be required for the purpose of managing and conserving the living resources.

#### **ARTICLE 9 – ELECTRONIC EXCHANGES OF DATA**

1. The Parties shall undertake to implement the necessary systems for the electronic exchange of all information and documents related to the implementation of this Agreement and its Annex. The electronic form of a document at any point shall be considered the equivalent to the original version.
2. Either Party shall immediately notify the other of any disruption of a computer system impeding such exchanges. In those circumstances, the information and documents related to the implementation of this Agreement and its Annex shall be automatically replaced by their paper version in the manner defined in the Annex.
3. On the basis of the best available scientific advice provided by the IOTC, where necessary, agree to take measures to ensure the sustainable management of fisheries resources.



## **ARTICLE 10 – MID -TERM REVIEW**

MOF may decide to conduct a mid-term review to assess the functioning and effectiveness of this Agreement.

## **ARTICLE 11 – SUSPENSION OF THE IMPLEMENTATION**

1. The implementation of this Agreement may be suspended at the initiative of either one of the Parties, in the event of:
  - (a) other than natural phenomena, any situations beyond the reasonable control of either of the Parties preventing fishing activities in fishing areas within Seychelles waters;
  - (b) a serious and unresolved dispute between the Parties concerning the interpretation and implementation of this Agreement and its Annex which cannot be settled;
  - (c) non-compliance with the provisions laid out by this Agreement and its Annex;
  - (d) significant changes in the policy affecting the relevant provisions of this Agreement;
  - (e) a breach of essential and fundamental principles of human rights by the COMPANY under this Agreement.
2. Suspension of the application of this Agreement shall be notified by any Party to the other Party in writing 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 solution to the dispute within a reasonable period.
3. Subject to Article 11(2), once a dispute has been resolved, the application of this Agreement shall resume.

## **ARTICLE 12 - TERMINATION**

1. This Agreement may be terminated by either of the Parties in the event of:
  - (a) Situations of force majeure instances, other than natural phenomena, preventing fishing activities in Seychelles waters; or
  - (b) a depletion or degradation of the stocks concerned on the basis of best available independent and reliable scientific advice; or
  - (c) a significant reduction in the level of exploitation of the fishing opportunities granted to the COMPANY's fishing vessel(s);



- (d) if the COMPANY's fishing vessel(s) becomes involved in IUU fishing;
- (e) any other circumstances which amount to a violation of this Agreement by one of the Parties.

Termination of this Agreement shall be notified in writing by any Party to the other Party and shall take effect three month after receipt of notification, unless the Parties decide by mutual consent to extend that period.


### **ARTICLE 13 – OBLIGATIONS ON EXPIRATION OR TERMINATION**

1. Following the expiration or the termination of this Agreement in accordance with Article 12, the COMPANY shall continue to be liable for any breach of the provisions of this Agreement or any laws of Seychelles which occurred before the expiration or termination of this Agreement, or for any authorisation fee or any outstanding dues not paid at the time of expiration or termination.
2. The Parties may enter into consultations after such notification of termination with a view of finding an amicable settlement to their dispute within a two-month period.

### **ARTICLE 14 – DISPUTE SETTLEMENT**

Any dispute with regard to the implementation, interpretation or enforcement of this Agreement shall be settled by negotiation by the Parties within thirty days of such dispute arising and the same being brought to the attention of either Party.

### **ARTICLE 15 – CONFIDENTIALITY**

1. The Parties undertake to ensure that all nominative data relating to fishing activities in Seychelles waters under this Agreement, including data collected by observers, are processed in accordance with confidentiality and data protection principled under the applicable law of Seychelles.
  2. The Parties shall ensure that only aggregated data related to fishing activities in Seychelles waters shall be made available to the public.
  3. The data and information referred to in paragraph 1 shall be used by the Competent Seychelles authorities exclusively for the purpose of implementing this Agreement and for the purpose of fisheries management, monitoring, control and surveillance.
  4. With regard to personal data processed by MOF, it shall be processed in an appropriate manner to ensure its protection, including against unauthorised or unlawful processing and not to be kept beyond the time necessary for the purpose for which they were exchanged.
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## ARTICLE 16 - GOVERNING LAW

1. This Agreement shall be governed by and interpreted in accordance with the law of the Republic of Seychelles. In the event of any dispute or conflict arising out of or connected to this Agreement, including a dispute as to its validity, existence, interpretation or termination, the Parties hereby consent to the exclusive jurisdiction of the courts of the Republic of Seychelles.
2. The COMPANY shall ensure that its vessel(s) comply with this Agreement and the laws of Seychelles governing fisheries in Seychelles waters.

**IN WITNESS WHEREOF** this Agreement has been duly executed by or on behalf of the Parties in triplicate, on the day, month and year above written.

For and on behalf of  
**MOF**



For and on behalf of  
**THE COMPANY**  
**Imanol Loinaz Eguiguren**  
**DIRECTOR**

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## **ANNEX**

### **CONDITIONS FOR THE EXERCISE OF FISHING ACTIVITIES BY THE COMPANY VESSEL(S) IN SEYCHELLES FISHING ZONE**

#### **CHAPTER I**

##### **GENERAL PROVISIONS**

###### **1. General obligations**

The COMPANY's fishing vessel(s) for which a fishing authorisation has been issued in accordance with this Agreement shall comply with the provisions of the Seychelles fisheries policies concerning the conservation and control measures and other relevant provisions governing fishing in Seychelles waters and the provisions laid down in this Agreement and the Laws of Seychelles.

###### **2. Fishing zone**

- (a) The Seychelles authorities shall provide the COMPANY with the geographic coordinates of the fishing zone in which the COMPANY fishing vessel(s) may operate before the application of this Agreement.
- (b) Any modification to the fishing zone shall be communicated to the COMPANY before its entry into force.

###### **3. Labour conditions**

The employment of fishers by the COMPANY shall be governed by the International Labour Organisation (ILO) Declaration on Fundamental Principles and Rights at Work of 1998 (amended in 2022) and by relevant ILO conventions, including the freedom of associations and the effective recognition of the right to collective bargaining, the elimination of discrimination in respect of employment and occupation, elimination of forced and child labour, safe and healthy working environment and decent working and living conditions on-board fishing vessels.

#### **CHAPTER II**

##### **FISHING OPPORTUNITIES**

- 1. The fishing opportunities granted under Article 6 of this Agreement shall be for one (1) tuna purse-seiner. Support vessels shall be authorised subject to the conditions set out in this Annex and in accordance with the relevant IOTC resolutions.

2. The COMPANY's fishing vessel(s) shall only engage in fishing activities in Seychelles waters if they are in possession of a fishing authorisation issued in accordance with Article 6 of this Agreement and with the conditions established in this Annex.

### **CHAPTER III**

#### **FISHING AUTHORISATIONS**

##### **SECTION 1**

##### **Application and issue of fishing authorisations**

1. A fishing authorisation is valid for one calendar year from 1 January to 31 December.
2. For the first year of application of the Agreement, a fishing authorisation fee shall be adjusted pro-rata based on the validity of the previous fishing authorisation for a fishing authorisation which is still valid.

##### **Conditions for obtaining a fishing authorisation are as follows:**

3. For the COMPANY's fishing vessel(s) to be eligible for a fishing authorisation under this Agreement it shall:
  - be authorised by the Competent Seychelles authorities to carry out fishing activities under this Agreement;
  - be on the record of authorised fishing vessels of the IOTC;
  - not be included in an IUU list of any regional fisheries management organisation;
  - have complied with its obligations deriving from its previous activities in the EEZ of Seychelles and paid the applicable advance fee as foreseen in this Annex.

##### **Application for a fishing authorisation**

4. The COMPANY's fishing vessel(s) for which a fishing authorisation is being applied for shall be represented by an agent resident in Seychelles. The name and address of that agent shall be stated in the application.
5. The COMPANY shall submit to the Competent Seychelles authorities a fishing authorisation application for each of the COMPANY's fishing vessel(s) requesting to fish under this Agreement at least forty-five (45) days before the expected starting of the fishing activities.
6. Each application shall be accompanied by the following information:



- (a) proof of payment of the prescribed fee for the period of validity of the fishing authorisation, environment management fee, and Vessel Monitoring System (VMS) fee;
- (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 a licence and authorisation for the first time under the Agreement;
- (d) any other documents or certificates required under the specific rules applicable to the type of vessel concerned pursuant to this Agreement or the laws of Seychelles.

7. All payments related to authorisations and catches shall be paid into a bank account in the Seychelles, the details of which shall be provided by MOF before the application of this Agreement. The associated costs linked to bank transfers shall be borne by ship-owners or their agents.

### **Issuing of the fishing authorisation**

8. Fishing authorisations for the COMPANY's fishing vessel(s) shall be issued to the ship-owners or their agent within fifteen (15) days after all the required documents referred to in point 4 have been received by the Competent Seychelles authorities.


9. An authorised COMPANY fishing vessel shall keep on board the original fishing authorisation. An electronic copy of the authorisation shall be considered equivalent to the original fishing authorisation for a maximum period of sixty (60) calendar days after the issue date of the fishing authorisation.

### **Transfer of the fishing authorisation**

10. A fishing authorisation shall be issued to the COMPANY for a specific fishing vessel and shall not be transferable except in the event of *force majeure*.

11. Where *force majeure* is proven, the COMPANY's fishing authorisation may be transferred at the request of the COMPANY for the remaining period of its validity, to another eligible COMPANY's fishing vessel with similar characteristics, with no further fee due.

12. The agent shall be informed without delay by the Competent Seychelles authorities of the cancelled fishing authorisation and the agent of that fishing vessel, shall immediately return the cancelled fishing authorisation to the Competent Seychelles authorities.



13. The agent shall be informed without delay by the Competent Seychelles authorities of the issuance of the new authorisation. The new fishing authorisation shall take effect on the day that the agent returns the cancelled authorisation to the Competent Seychelles authorities.

## **SECTION 2**

### **SUPPORT VESSELS**

1. The Competent Seychelles authorities shall authorise the COMPANY's fishing vessel(s) which are in possession of a fishing authorisation to be assisted by support vessels. The support vessels shall fly the same flag as the COMPANY's fishing vessel, and shall not be equipped for catching fish or be used for transshipments.
2. The reporting requirements regarding support vessels shall respect relevant IOTC obligations and other relevant national legislative provisions.
3. The COMPANY's support vessel(s) shall be subject to the same authorisation procedures governing the obtaining and the transmission of fishing authorisation applications as described in Section 1, to the extent applicable to them.

## **SECTION 3**

### **FISHING AUTHORISATION AND CONDITIONS**

1. The COMPANY's fishing vessel(s) under this Agreement shall engage in fishing activities as provided for in Article 7.
2. A fishing authorisation issued pursuant to this Agreement shall be validly applicable to the COMPANY's fishing vessel(s) so long as the ownership or charter remains with the COMPANY.
3. The COMPANY shall notify the Competent Seychelles authorities prior to any change of ownership or charter of the COMPANY's fishing vessel(s).
4. The COMPANY's fishing vessel(s) shall when in Seychelles waters:
  - (a) keep on board a bounded fishing logbook with consecutive page numbering;
  - (b) record its daily fishing activities on a set by set basis in a logbook format as provided in Appendix 2;
  - (c) submit the logbook electronically on a weekly basis to the Competent Seychelles authorities until the vessel concludes its fishing trip, to the email address: [fmcsc@sfa.sc](mailto:fmcsc@sfa.sc), no 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. The COMPANY's fishing vessel(s) 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) in the event that the expected time of arrival into Port Victoria falls on a weekend or is on a day of Seychelles' public holiday, the COMPANY's fishing vessel(s) shall notify the Competent Seychelles authorities of its intention to call to port at least 6 hours before the last working day.
6. The notification required in paragraph 5 shall be accompanied by the following documents:
- (a) the final logbook completed for the duration 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' email address: [fmcsc@sfa.sc](mailto:fmcsc@sfa.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 its receipt.
9. In the event that the Competent Seychelles authorities is not satisfied with information provided by the COMPANY's fishing vessel(s) requested in paragraphs 4 and 6 or has reason to believe that the master of the COMPANY's 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. The COMPANY's fishing vessel(s) shall take onboard scientific observers as required by the Competent Seychelles authorities whenever necessary when the COMPANY's fishing vessel(s) is operating in Seychelles waters.
11. The Competent Seychelles authorities may from time to time vary the conditions of the fishing authorisation as may be deemed necessary.

## SECTION 4

### FEES AND ADVANCE PAYMENTS

#### **Fishing authorisation fees:**

1. The fees to be paid by ship-owners for the fishing authorisation shall be as follows:
- a) EURO 156,000 in respect of one (1) year period for a purse seine fishing vessel to fish in the Seychelles fishing zone.
  - b) EURO 5,000 in respect of one (1) year period a support vessel to fish in the Seychelles fishing zone.
  - c) EURO 1,200 in respect of one (1) year period for a purse seine fishing vessel VMS administration fee to fish in the Seychelles fishing zone.
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### **Environmental management fees:**

2. For the purpose of environmental management and observation of marine ecosystems in Seychelles waters, the COMPANY's fishing vessel(s) 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 purse seine vessel. This fee shall be paid along with the fishing authorisation fee and into the same account.

## **CHAPTER IV**

### **CONSERVATION TECHNICAL MEASURES**

1. The COMPANY's fishing vessel(s) shall comply with the relevant laws of Seychelles and resolutions adopted by IOTC.
2. The COMPANY's fishing vessel(s) shall conduct all fishing activities in a manner that does not affect the traditional local-based fisheries.
3. 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, the COMPANY's fishing vessel(s) shall apply technical and mitigating measures to improve the selectivity of fishing gears in order to reduce the incidental catch of non-targeted species.
4. To reduce the entanglement of sharks, marine turtles or any other non-targeted species, the COMPANY's 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, the COMPANY's fishing vessel(s) shall use natural or biodegradable materials for FADs and retrieve them in the Seychelles waters when they become non-operational FADs within the modalities of the Seychelles legislation.

## **CHAPTER V**

### **MONITORING, CONTROL AND SURVEILLANCE**

#### **SECTION 1**

##### **Catch Notification**

1. The COMPANY's fishing vessel(s) authorised to fish in the Seychelles fishing zone under this 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.
2. The COMPANY's fishing vessel(s) authorised to fish in Seychelles waters shall, on a daily basis complete a statement of catch form complying with IOTC resolutions for every set of each fishing trip they undertake in Seychelles waters. While in Seychelles waters, the COMPANY's fishing vessel(s)



shall report every three days to Competent Seychelles authorities, by electronic means, the information required in the format provided for in Appendix 2(d).

3. In the absence of catches, the statement of catch form shall still be filled in. The form shall be filled in legibly and signed by the master of the vessel or his representative and the accuracy of the data recorded and transmitted in the statement of catch form is the responsibility of the master.
4. In the event of failure to comply with the provisions relating to the reporting of catches, the Competent Seychelles authorities may suspend the fishing authorisation of the COMPANY's fishing vessel(s) until the missing catch report is obtained and penalise the ship-owner in accordance with the relevant provisions under the national legislation in force. If the offence is repeated, the Competent Seychelles authorities may refuse to renew the fishing authorisation. The Competent Seychelles authorities shall inform the COMPANY and its agent immediately of any sanction applied in this context.
5. Once the ERS is fully operational, the COMPANY shall provide the required data using a template in the xml-format, following the guidelines provided in Appendix 3. Until the implementation of the ERS, the appropriate format as provided in Appendix 2, shall be used.





## SECTION 2

### Electronic Reporting System (ERS)

1. The COMPANY shall use ERS for the declaration of catches, once this system is operational, at a date to be determined by the Competent Seychelles authorities, as follows:
  - the master of the COMPANY's fishing vessel(s) carrying out fishing activities under this Agreement shall keep an electronic fishing logbook integrated into ERS;
  - Where the COMPANY's fishing vessel(s) is not equipped with ERS, it shall not be authorised to enter Seychelles' fishing zone in order to engage in fishing activities.
2. The master is responsible for the accuracy of the data recorded in the electronic fishing logbook. The electronic fishing logbook shall comply with the relevant IOTC resolutions.
3. The master shall, on a daily basis, record the estimated live weight of each species caught and kept on board, or discarded into the sea, for each fishing operation.
4. If the COMPANY's fishing vessel(s) is present in the Seychelles fishing zone but does not carry out any fishing, the position of the vessel at noon shall be recorded.
5. The master shall ensure that the electronic fishing logbook data is transmitted automatically and on a daily basis to the Fisheries Monitoring Centre (FMC) of Seychelles. The transmissions shall include at least the following:
  - the vessel identification numbers and the name of the fishing vessel;
  - the FAO 3-alpha code of each species;
  - the relevant geographical area (latitude and longitude) in which the catches were taken;
  - the date and the time of the catches;
  - the date and time of departure from and arrival at the port;
  - the type of gear, and where applicable the technical specifications and dimensions;
  - the estimated quantities of fish, including the quantities of each species kept on board, in kilograms live weight or, where appropriate, the number of individual fish;
  - the estimated quantities of fish, including the quantities of each species discarded, in kilograms live weight or, where appropriate, the number of individual fish.
6. The Competent Seychelles authorities shall ensure that the data are received and recorded in a computer database enabling the data to be stored securely for at least thirty-six (36) months.



7. The COMPANY shall ensure that it has the necessary IT equipment and software to automatically exchange ERS data. ERS data shall be exchanged using the electronic means of communication operated by the Competent Seychelles authorities for exchanging fisheries data in a standardised form. Changes to standards shall be implemented within six months.

8. The COMPANY shall ensure that fishing logbooks are automatically made available by ERS to the Seychelles FMC on a daily basis for the period during which the vessel is present in the Seychelles fishing zone, even in the event of a zero catch.

9. The COMPANY shall automatically and without delay forward time critical ERS messages (COE, COX, PNO) received from the COMPANY's fishing vessel(s) to the Seychelles FMC.

10. Daily fishing activity reports (FAR) of the COMPANY shall be made available automatically and without delay to the Seychelles FMC.

11. The arrangements for reporting catches by ERS and the procedures in the event of malfunction are set out in Appendix 3.

12. The Competent Seychelles authorities shall handle data on the fishing activities of the COMPANY in a confidential and secure manner.

13. In case of technical problems or malfunction of the ERS, declarations of catches shall be made pursuant to Section 1.

### **SECTION 3**

#### **CATCH COMMUNICATION: ENTERING AND LEAVING THE SEYCHELLES FISHING ZONE**

1. The duration of a trip by the COMPANY shall be defined as follows:

- the period elapsing between entering and leaving Seychelles fishing zone;
- the period elapsing between entering Seychelles fishing zone and a landing in Seychelles.

2. The COMPANY's fishing vessel(s) shall notify the competent Seychelles authorities at least six hours in advance of their intention to enter or leave the Seychelles fishing zone.

3. While notifying entry or exit, the COMPANY's fishing vessel(s) shall also communicate their position (latitude and longitude), at the time of communication and the tonnage and species of catches kept on board. Those communications shall be made in the format set out in Appendix 2, by e-mail or alternatively through ERS, to the contact details provided by the Competent Seychelles authorities.

4. It shall be an offence for the COMPANY found to be fishing without prior notification to the Seychelles authorities. The COMPANY shall be liable to sanctions referred to in Chapter VIII.

## **SECTION 4**

### **LANDING**

1. The term "bycatch" has the same meaning as in the IOTC context.

2. The designated port for landing activities in Seychelles is Victoria, Mahé.

3. The COMPANY's fishing vessel(s) wishing to land catches in the Seychelles designated port shall notify the following information to the Competent Seychelles authorities at least 48 hours in advance:

- (a) the name and International Radio Call Sign (IRCS) of the landing fishing vessel;
- (b) the date and time of landing;
- (c) the quantity in kg, rounded to the nearest 100 kg, by species to be landed;
- (d) the product form presentation.

4. Landings shall be considered as an exit from the Seychelles fishing zone as defined in Section 3, point 1. The COMPANY's fishing vessel(s) shall therefore submit their Landing Declarations to the Competent Seychelles authorities, no later than 24 hours after completion of the landing, or in any event, before the vessel leaves port. This declaration shall be made in the format set out in Appendix 4

5. The Parties shall encourage economic cooperation in the fishing and processing industry in order to enhance investments, resource valorisation, job creation and a proper balance between supply and demand. In particular, operators shall ensure reasonable opportunities for Seychelles' processing industry to be adequately supplied with tuna, including the bycatch of tuna from the COMPANY fishing vessels. Relevant authorities shall deal with the related administrative documents necessary for international trade of fish landed in Seychelles by the COMPANY fishing vessels within a reasonable time frame by ensuring adequate controls and verifications in accordance with applicable rules.



## **SECTION 5**

### **TRANSHIPMENT**

1. Transshipment at sea is prohibited, and any person infringing this provision shall be liable to the enforcement measures provided for by Seychelles legislation. Transshipments in the Seychelles shall only be carried out within Port Victoria.

2. In the case of a transshipment in the port of Seychelles, the COMPANY or its agent shall notify the following information to the competent Seychelles authorities and, at the same time, to the port authority of Seychelles, at least 48 hours in advance:

- the transshipment port or area where the operation will occur;
- the name and the International Radio Call Sign (IRCS) of the donor vessel;
- where applicable, the name and the IRCS of the receiving vessel or reefer;
- where applicable, the storage facilities;
- the date and time of transshipment;
- where possible, the next point of destination;
- the quantity in kilogram, by species to be transhipped;
- the product form presentation.

3. Transshipment shall be considered as an exit from Seychelles waters as defined in Section 3.1. The COMPANY shall submit their transshipment declarations to the Competent Seychelles authorities and with a copy to the port authority of Seychelles, no later than 24 hours after completion of the transshipment, or in any event, before the donor vessel leaves port, whichever occurs first. This declaration shall be made in the format set out in Appendix 4.

## **SECTION 6**

### **CONTROL AND INSPECTION**

1. Controls and inspections shall be carried out in accordance with the relevant Seychelles legislation.

### **Inspection at sea and in port**

2. Inspections in Seychelles waters or in the port of Seychelles on the COMPANY's fishing vessel(s) holding a fishing authorisation shall be carried out by inspectors from Competent Seychelles authorities who are clearly identified as being authorised to carry out fishing inspections.

3. The master of the COMPANY's fishing vessel(s) engaged in fishing activities in Seychelles waters shall cooperate with any authorised and duly identified officers carrying out inspection and control of fishing activities.

4. In order to facilitate safe inspection procedures, without prejudice to the provisions of Seychelles legislation, boarding should be conducted in such a way that allows the inspection platform and the inspectors to be identified as being authorised to carry out such tasks.

5. The authorised inspection officers shall only stay on board the COMPANY's fishing vessel(s) for the time 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.

6. 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.

7. Once an inspection has been completed and the inspection report signed by the inspector, the report shall be made available for signature, comments and remarks, if any, by the master. The signature by the master shall not prejudice the rights of the Parties in the context of alleged infringement procedures. If the master refuses to sign the document, the master shall specify the reasons for doing so in writing and the inspector shall write "Refused to sign" on it. The authorised inspection officer shall give a copy of the inspection report to the master of the COMPANY's fishing vessel before leaving the vessel.

8. The Competent Seychelles authorities shall inform the COMPANY of inspections carried out within 24 hours of their completion and of any infringements found and send the inspection report as soon as possible.

9. Where the provisions set out in this Chapter are not complied with, the Competent Seychelles authorities reserves the right to suspend the fishing authorisation of the offending the COMPANY fishing vessel until formalities have been completed and to apply the penalty laid down by laws of Seychelles.



## **Participatory monitoring in the fight against IUU fishing**

10. In order to strengthen the fight against IUU fishing, masters of the COMPANY's fishing vessel(s) shall report the presence of any vessels in Seychelles waters 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 Seychelles authorities.

### **SECTION 7**

#### **VESSEL MONITORING SYSTEM (VMS)**

1. The COMPANY's fishing vessel(s) authorised under this Agreement shall be equipped with a satellite-based vessel tracking device and/or vessel monitoring device in accordance with the laws of the Seychelles and make use of the VMS in accordance with Appendix 5.
2. It shall be prohibited to move, disconnect, destroy, damage, interfere with or render inoperative the continuous tracking device using satellite-based communications and/or monitoring device placed on board the COMPANY's fishing vessel(s) for the purposes of data transmission or to intentionally alter, divert or falsify data transmitted or recorded by such a system.
3. The COMPANY's fishing vessel(s) 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 at the request of the Competent Seychelles authorities, as part of investigative measures into a vessel's activities.
4. The COMPANY shall ensure that VMS positions are automatically sent in near real time by the COMPANY's fishing vessel(s) to the Competent Seychelles authorities for the period during which the fishing vessel(s) is present in Seychelles waters.
5. Subject to point 4, 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.



## **SECTION 8**

### **REPORTING REQUIREMENT**

1. Where the COMPANY fishing vessel(s) 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 for the COMPANY's fishing vessel 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 the COMPANY's fishing vessel(s) 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 within Port Victoria;
- (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 V**

### **EMBARKATION OF SEAMEN**

1. Each of the COMPANY's purse seine fishing vessel(s) shall embark during its fishing trip in Seychelles fishing zone at least two qualified Seychelles seamen designated by the agent of the vessel, in agreement with the Competent Seychelles authorities, 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 the COMPANY fishing vessels provided in Appendix 6.

2. The Competent Seychelles authorities shall provide the COMPANY's agent on a monthly basis with the list of qualified seamen designated by the Competent Seychelles authorities. If the COMPANY, through the Competent Seychelles authorities does not find a suitable qualified seaman on the list, as per established guidelines, the 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, the COMPANY's purse seine fishing vessel(s) shall embark trainees in place of the above obligation regarding Seychelles seamen embarkation. The qualified trainees could be designated by the agent of the COMPANY's purse seine fishing vessel(s) from the names on the list submitted by the Competent Seychelles authorities.

4. The agent of the COMPANY's purse seine fishing vessel(s) shall inform the Competent Seychelles authorities of the names and particulars of the Seychelles seamen who may be embarked on-board the COMPANY purse seine fishing vessel(s) 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 the COMPANY. 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 the 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 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 of the 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 the 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, the 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 the COMPANY fishing vessels does not reach the minimum level as provided in paragraph 1 for reasons other than that referred to in paragraph 9, the COMPANY shall pay a flat-rate compensation of EUR 35 for each non-embarked seaman per day of fishing activities in Seychelles waters. 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 VI**

### **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. The COMPANY's purse seine fishing vessel(s) 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's 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's fishing vessel(s) 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's fishing vessel(s) 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 disembarks 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. The 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's 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's fishing vessel(s) shall do everything reasonably practicable to ensure the physical safety and welfare of Vobservers while on board.

17. Scientific observers shall be offered every facility needed to carry out their duties. The master of COMPANY's fishing vessel(s) 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's 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's fishing vessel and its activities and any information collected.

19. At the end of the embarkation and before leaving COMPANY's 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's fishing vessel within fifteen (15) days. The report shall be signed by the scientific observer.




## **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 waters is an offence and shall be liable to a sanction in accordance with the laws of Seychelles.
2. The agent of the COMPANY shall be immediately and fully informed of any sanctions and of all relevant facts related thereto.
3. Where the provisions set out in the Agreement are not complied with, the Competent Seychelles authorities reserves the right to suspend or revoke the fishing authorisation of the offending the COMPANY's fishing vessel.
4. At the end of the suspension period, the COMPANY's fishing vessel may resume fishing activities for the remaining validity period of the fishing authorisation.

#### **Arrest and detention of fishing vessels**

5. The Competent Seychelles authorities shall immediately inform the COMPANY's vessel owner or its agent of the arrest or detention of the COMPANY's fishing vessel operating under this Agreement and shall transmit a copy of the inspection report, detailing the circumstances and reasons of the arrest or detention within 48 hours.
- 

## Appendices

### Appendix 1: Authorisation application forms:

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

### Appendix 2: Communication format reports

- (a) Fishing Zone entry notification
- (b) Fishing Zone exit notification
- (c) Port Entry prior notification
- (d) Daily Fishing Activity Report (FAR)

### Appendix 3: Catch reporting by ERS and malfunction notification

### Appendix 4: Landing and/or transshipment notification form

### Appendix 5: Specification for VMS

### Appendix 6: Guidelines for the engaging of Seychelles seamen on COMPANY purse seine fishing vessels



## APPENDIX 1

(b) Seychelles fishing authorisation application form for COMPANY fishing vessels to fish in Seychelles fishing zone.



## SEYCHELLES FISHING AUTHORITY

P.O Box 449,  
Fishing Port, Mahé,

**FOREIGN FISHING AUTHORISATION APPLICATION FORM****SECTION 1-APPLICANT**

Name of the Applicant: \_\_\_\_\_  
 Name of the owner: \_\_\_\_\_  
 Address of the owner: \_\_\_\_\_  
 Name and address of the ship-owner's agent: \_\_\_\_\_  
 Tel. No of the ship-owner's agent: \_\_\_\_\_  
 Email of the ship owner's agent: \_\_\_\_\_  
 Master's Name: \_\_\_\_\_  
 Master's Nationality: \_\_\_\_\_  
 Master's Email: \_\_\_\_\_

**SECTION 2-VESSEL DETAILS**

Name of Vessel: \_\_\_\_\_ Registration No. \_\_\_\_\_  
 Port and Country of registration: \_\_\_\_\_  
 Type of vessel: \_\_\_\_\_ IMO No. \_\_\_\_\_  
 IOTC No. \_\_\_\_\_ 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: \_\_\_\_\_  
 Date of current flag Registration (DD/MM/YYYY): \_\_\_\_\_  
 Previous Flag (if applicable): \_\_\_\_\_  
 Place of construction: \_\_\_\_\_  
 Date of construction (DD/MM/YYYY): \_\_\_\_\_

**SECTION 3- FISHING ACTIVITY**

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 (DD/MM/YYYY): \_\_\_\_\_

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

DATE: \_\_\_\_\_ SIGNATURE OF APPLICANT: \_\_\_\_\_

**FOR OFFICIAL USE**

Licence fee SCR \_\_\_\_\_ Receipt No. \_\_\_\_\_

Signature of Cashier: \_\_\_\_\_ Date: \_\_\_\_\_

**-End-**

- a) Seychelles fishing authorisation application form for COMPANY support vessels to operate in Seychelles fishing zone.



**SEYCHELLES FISHING AUTHORITY**

P.O Box 449,  
Fishing Port, Mahé,



**FOREIGN FISHING AUTHORISATION APPLICATION FORM FOR SUPPORT VESSEL**

**SECTION 1-APPLICANT**

Name of the Applicant: \_\_\_\_\_  
Name of the owner: \_\_\_\_\_  
Address of the owner: \_\_\_\_\_  
Name and address of the ship-owner's agent: \_\_\_\_\_  
Tel. No of the ship-owner's agent: \_\_\_\_\_  
Email of the ship owner's agent: \_\_\_\_\_  
Master's Name: \_\_\_\_\_  
Master's Nationality: \_\_\_\_\_  
Master's Email: \_\_\_\_\_

**SECTION 2-VESSEL DETAILS**

Name of Vessel: \_\_\_\_\_ Registration No. \_\_\_\_\_  
Port and Country of registration: \_\_\_\_\_  
Type of vessel: \_\_\_\_\_ IMO No. \_\_\_\_\_  
IOTC No. \_\_\_\_\_ 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: \_\_\_\_\_  
Date of current flag Registration (DD/MM/YYYY): \_\_\_\_\_  
Previous Flag (if applicable): \_\_\_\_\_  
Place of construction: \_\_\_\_\_  
Date of construction (DD/MM/YYYY): \_\_\_\_\_

**SECTION 3- FISHING ACTIVITY**

**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 (DD/MM/YYYY): \_\_\_\_\_

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

DATE: \_\_\_\_\_ SIGNATURE OF APPLICANT: \_\_\_\_\_

**FOR OFFICIAL USE**

Licence fee SCR \_\_\_\_\_ Receipt No. \_\_\_\_\_

Signature of Cashier: \_\_\_\_\_ Date: \_\_\_\_\_

**-End-**



## Communication Format Reports

(a). Entry Report (COE)<sup>1</sup>

Content	Transmission
Destination	SEZ
Action code	COE
Vessel Name	
IRCS	
Position of entry	LT/LG
Date and Time (UTC) of entry	DD/MM/YYYY – HH:MM
Quantity (Metric tons (Mt)) of fish on board per species:	
Yellowfin (YFT)	(Mt)
Bigeye Tuna (BET)	(Mt)
Skipjack (SKJ)	(Mt)
Others (Specify)	(Mt)

<sup>1</sup> Sent 6 Hours before entering the Seychelles Fishing Zone.




(b). Exit Report (COX)<sup>2</sup>

Content	Transmission
Destination	SEZ
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 species:	
Yellowfin (YFT)	(Mt)
Bigeye Tuna (BET)	(Mt)
Skipjack (SKJ)	(Mt)
Others (Specify)	(Mt)

---

<sup>2</sup> Sent 6 Hours before exiting the Seychelles Fishing Zone.

(c). Prior Notification (PNO)<sup>3</sup>

Content	Transmission
Destination	SEZ
Action code	PNO
Vessel Name	
IRCS	
Port code	
Date and Time (UTC) of intended arrival	DD/MM/YYYY – HH:MM
Quantity (Mt) of fish on board per species:	
Yellowfin (YFT)	(Mt)
Bigeye Tuna (BET)	(Mt)
Skipjack (SKJ)	(Mt)
Others (Specify)	(Mt)

<sup>3</sup> Sent prior to arrival in port.



(d). Daily Fishing Activity Report (FAR) once inside the Sychelles Fishing Zone<sup>4</sup>

Content	Transmission
Destination	SEZ
Action code	FAR
Vessel Name	
IRCS	
Date and Time (UTC) of report	DD/MM/YYYY – HH:MM
Quantity (Mt) of fish on board per species:	
Yellowfin (YFT)	(Mt)
Bigeye Tuna (BET)	(Mt)
Skipjack (SKJ)	(Mt)
Others (Specify)	(Mt)
Number of sets made since last report	

5. All reports shall be transmitted to the competent authority through the following e-mail addresses:  
(fmcsc@sfa.sc)

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<sup>4</sup> Every 3 days after entering the Union Fishing Zone.



## **Implementation of the Electronic Reporting System (ERS)**

### **General provisions**

1. The COMPANY's fishing vessel(s) must be equipped with an electronic system, hereinafter referred to as "ERS system", capable of recording and transmitting data relating to the fishing activity of the vessel, hereinafter referred to as "ERS data", where the vessel operates in the fishing zone as referred to in Chapter I, point 2. of the Annex.
2. A COMPANY's fishing vessel that is not equipped with an ERS system, or if the ERS system installed on board is not functional, shall not be allowed to enter in the Seychelles fishing zone to conduct fishing activities.
3. The ERS data shall be transmitted in accordance with the present guidelines to the COMPANY, which shall ensure the automatic transmission to the Seychelles FMC.

### **ERS communications**

4. The Competent Seychelles authorities shall designate an ERS correspondent who will act as the point of contact for matters concerning the implementation of these provisions. The Competent Seychelles authorities and the COMPANY 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 vessel(s) automatically to the Competent Seychelles authorities.

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

1. 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.
2. 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.



3. 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.
4. 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.
5. 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**

6. The email address of Seychelles' FMC to be used in the event of a failure in the ERS shall be as follows;
  - [fmcsc@sfa.sc](mailto:fmcsc@sfa.sc).



**Appendix 4****Landing and/or 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

COUNTRY&amp;PORT

(3) Departure Date:

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(4) From:

--

(5) Return Date:

--	--	--

(6) To:

--

(7) Transshipment To Begin:

--	--	--

(8) Location:

--

(9) Location of catches:

Indian Ocean

☒

Atlantic Ocean

☐

Pacific Ocean

☐

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

Species	Whole	Gutted	Head d	Filletted			F	Fr
TUNA								

(11) Master's name of Fishing Vessel:

Signature &amp; 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	Head d	Filletted			F	Fr

(14) Date & time transshipment ends:

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--	--

(15) Master's name of Fishing Vessel:

(16) Master's name of Carrier Vessel:

(17) Agent's / Observer's name:

Signature & Date:

Signature & Date:

Signature & Date:

**Instructions for completing the IOTC Transshipment Declaration Form**

**For transshipment 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 transshipment activity.

**For transshipment 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 transshipment 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 transshipment 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 transshipment 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 transshipment is to begin.

*Section 8 need not be completed if transshipment is in port.*

8. The geographical coordinates of where transshipment is expected to take place; for transshipment 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 Transshipment Declaration Form.

**For transshipment 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 transshipment 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.*

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



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

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

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




## Appendix 5

### Vessel Monitoring System (VMS)

#### Vessel position messages

1. The first position of the COMPANY's fishing vessel(s) recorded after entry into the Seychelles' fishing zone shall be identified by the code "ENT". All subsequent positions shall be identified by the code "POS", with the exception of the first position recorded after departure from the Seychelles' fishing zone, which shall be identified by the code "EXI".
2. The COMPANY's fishing vessel(s) shall ensure the automatic processing and, if necessary, the electronic transmission of the position messages of its vessel(s). The position messages of the COMPANY's fishing vessel(s) shall be recorded in a secure manner and kept for a period of three years by Seychelles FMC.

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

3. The master of the COMPANY's fishing vessel(s) shall ensure at all times that the VTD of his vessel is fully operational and that the position messages are correctly transmitted to Seychelles FMC.
  4. In the event of breakdown, the VTD of the Seychelles vessel shall be repaired or replaced within 30 days. If the VTD has not been repaired or replaced within 30 days, the COMPANY's fishing vessel(s) shall no longer be authorised to fish in Seychelles' fishing zone.
- 

5. The COMPANY's fishing vessel(s) fishing in Seychelles' fishing zone with a defective VTD shall communicate their position messages by electronic means to Seychelles FMC at least every four hours, providing all the mandatory information, including hourly positions.

Sending of VMS messages to the Union authorities

6. The code "ER" followed by a double slash (//) indicates the end of the message.

Data	Code	Mandatory / optional	Content
Start of record	SR	M	System detail indicating start of record
Addressee	AD	M	Message detail – Addressee Alpha-3 country code (ISO-3166)
From	FR	M	Message detail – Sender Alpha-3 country code (ISO-3166)
Flag State	FS	M	Message detail – Flag State Alpha-3 code (ISO-3166)
Type of message	TM	M	Message detail – Type of message (ENT, POS, EXI, MAN)
Radio call sign (IRCS)	RC	M	Vessel detail – Vessel international radio call sign (IRCS)
Contracting party internal reference number	IR	M	Vessel detail – Unique contracting party number Alpha-3 code (ISO-3166) followed by number
External registration number	XR	M	Vessel detail – Number on side of vessel (ISO 8859.1)



Data	Code	Mandatory / optional	Content
Latitude	LT	M	Vessel position detail – Position in degrees and decimal degrees N/S DD.ddd (WGS84)
Longitude	LG	M	Vessel position detail – Position in degrees and decimal degrees E/W DD.ddd (WGS84)
Course	CO	M	Vessel course 360° scale
Speed	SP	M	Vessel speed in tenths of knots
Date	DA	M	Vessel position detail – Date of record of UTC position (YYYYMMDD)
Time	TI	M	Vessel position detail – Time of record of UTC position (HHMM)
End of record	ER	M	System detail indicating end of record

7. In NAF format, each data transmission shall be structured as follows:

- The characters used shall comply with ISO 8859.1. A double slash (//) and the characters "SR" shall indicate the start of a message.
- Each data element shall be identified by its code and separated from the other data elements by a double slash (/).
- A single slash (/) shall separate the field code and the data.

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.





**THIS AGREEMENT** is made on the .....18<sup>th</sup> day of .....December .....2023

**BETWEEN:**

**THE GOVERNMENT OF THE REPUBLIC OF SEYCHELLES REPRESENTED HEREIN BY ITS MINISTRY RESPONSIBLE FOR FISHERIES**, of 2<sup>nd</sup> Floor Maison Collet, Palm Street, Victoria, Mahe, Seychelles P.O. BOX 408, represented by Mr Jean-Francois Ferrari, Minister for Fisheries and Blue Economy (hereinafter referred to as "**MOF**");

**AND**

**PEMBA TUNA LTD**, a registered company with its business address of MPENDAE MALL, 2nd Floor, Room 35, Mpendae, Zanzibar UNITED REPUBLIC OF TANZANIA duly represented herein by IMANOL LOINAZ EGUIGUREN (hereinafter referred to as "**the COMPANY**");

Hereinafter referred to as "the Parties",

**WHEREAS:**

- A. MOF is the Ministry responsible for developing and supporting a resilient and sustainable fishery in the Seychelles.
- B. the COMPANY is a company incorporated in UNITED REPUBLIC OF TANZANIA engaged in the fishing business.
- C. The Parties have agreed to enter into a sustainable fisheries agreement.
- D. The Seychelles has agreed for the COMPANY's fishing vessel(s) to fish in its waters on the terms and subject to the conditions set out in this Agreement.
- E. The Parties agree that the COMPANY's fishing vessel(s) shall only fish the surplus of the allowable catch referred to in Article 62(2) and (3) of UNCLOS.
- F. The Parties hereby agree that the fishing activities of the COMPANY's fishing vessel(s) in the waters of Seychelles must be conducted in a responsible and sustainable manner.
- G. **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.
- H. **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.
- I. **AWARE** of the importance of the principles established by the Code of Conduct for Responsible Fisheries adopted at the Food and Agriculture Organisation (FAO) Conference in 1995 and of the FAO Port State Measures Agreement to Prevent, Deter and Eliminate Illegal, Unreported and Unregulated (IUU) Fishing, and **DETERMINED** to take the necessary measures to implement them.



- J. **DETERMINED** to apply the resolutions taken by the Indian Ocean Tuna Commission (IOTC) and other relevant regional organisations.
- K. **DETERMINED** to cooperate, in their mutual interest, in promoting the introduction of responsible fisheries to ensure the long-term conservation and sustainable exploitation of marine living resources.
- L. **CONVINCED** that such cooperation must take the form of initiatives and measures which, whether taken jointly or separately, are complementary, and ensure consistent policies and synergy of efforts.
- M. **DESIROUS** of establishing terms and conditions governing the fishing activities of the COMPANY's fishing vessel(s) in the waters of Seychelles and the COMPANY's support for developing sustainable responsible fishing in those waters.

**NOW THEREFORE** the Parties have agreed as follows:

### **ARTICLE 1 - PURPOSE**

The purpose of this Agreement is to establish the terms and conditions under which the COMPANY's fishing vessel(s) may carry out purse seine fishing and related activities in the Seychelles fishing zone.

### **ARTICLE 2 – SCOPE**

1. This Agreement establishes the principles, rules and procedures governing:
  - (a) economic, technical and scientific co-operation in the fisheries sector with a view to promoting sustainable fishing in the Seychelles fishing zone to guarantee the conservation and sustainable exploitation of fisheries resources, and developing the Seychelles' fisheries sectors;
  - (b) the conditions governing access by the COMPANY's fishing vessel(s) to fish in the Seychelles fishing zone;
  - (c) co-operation on the management, control and surveillance measures in Seychelles fishing zone with a view to ensuring that the conditions set out in this Agreement are complied with, that the measures for the conservation and 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 COMPANY and local operators aimed at further developing economic activities in the Seychelles fisheries sector and related activities, in the common interest of both.

### **ARTICLE 3 – DEFINITIONS**

1. For the purpose of this Agreement:
  - (a) "Competent Seychelles authorities", means the Ministry responsible for Fisheries or authorities or agencies designated by the Ministry;



- (b) "the COMPANY's fishing vessel" means an industrial purse seine fishing vessel(s) managed by the COMPANY and authorised to operate in Seychelles waters under this Agreement;
- (c) "fishing" and "fishing related activities" have the same meaning as defined in the Fisheries Act, 2014 and includes searching for fish, setting, towing of fish gear, taking catch on board, processing on board, transferring, caging, fattening and landing of fish and fish products;
- (d) "The Seychelles fishing zone" means the part of the waters under the sovereignty or jurisdiction of Seychelles, in accordance with the Seychelles Maritime Zones Act 1999 and other applicable laws of Seychelles, where Seychelles licenced the COMPANY's fishing vessel(s) to engage in fishing activities;
- (e) "Joint-enterprise" means a commercial company set up in Seychelles by the COMPANY in order to engage in fishing or related activities where actual effective shares are beneficially owned by a citizen of Seychelles having a place of business in Seychelles;
- (f) "Agreement" means this Agreement, the Annex and Appendices thereto;
- (g) "Sustainable fisheries" means fishing in accordance with the objectives and principles enshrined in the Code of Conduct for Responsible Fisheries adopted at the 1995 Conference of the Food and Agriculture Organization of the United Nations (FAO);
- (h) "Landings" has the same meaning as in the relevant IOTC resolutions applicable to the nature of the licence under this Agreement;
- (i) "Transshipment" has the same meaning as in the relevant IOTC resolutions applicable to the nature of the licence under this Agreement. Transshipment also includes the transfer of fish into containers;
- (j) "IUU fishing" has the same meaning as defined in the relevant IOTC resolutions applicable to the nature of the licence under this Agreement;
- (k) "Seychelles waters" has the same meaning as defined in the Seychelles Fisheries Act, 2014.

#### **ARTICLE 4 – PRINCIPLES & OBJECTIVES**

1. The Parties hereby undertake to promote and implement sustainable fishing in the Seychelles fishing zone.
2. The principle of non-discrimination shall govern this Agreement.
3. In the interest of transparency, the Government of Seychelles undertakes to make public information relating to this Agreement licencing the COMPANY's fishing vessel(s) to fish in Seychelles fishing zone, and the resulting fishing effort, in particular the number of fishing licences issued and the catches reported in accordance with the IOTC confidentiality standard.




4. The COMPANY shall comply with the national and regional scientific assessments and with conservation and management measures adopted by the Competent Seychelles authorities and the relevant regional fisheries management organisations and in particular the IOTC, duly taking into account regional scientific assessments.
5. The Parties agree to implement this Agreement in accordance with due consideration to human rights, democratic principles and the rule of law and fundamental elements regarding good governance.
6. The Parties shall endeavour to encourage economic co-operation in the fishing and processing industry in Seychelles, to enhance investments, resource valorisation and job creation and a proper balance between supply and demand of fish. In particular, the COMPANY shall ensure reasonable opportunities for Seychelles' processing industry to be adequately supplied with tuna, including the bycatch from the COMPANY's fishing vessel(s).
7. The COMPANY's fishing vessels shall endeavour to procure other goods and services in Seychelles for their fishing activities.

#### **ARTICLE 5 – PERIOD OF APPLICATION**

1. This Agreement shall enter into force on the 1<sup>st</sup> day of January 2024 and shall remain in effect for a period of three (3) years, until its expiry on 31<sup>st</sup> day of December 2026, unless terminated earlier in accordance with Article 12.
2. Following the expiration or termination of this Agreement, the COMPANY shall continue to be liable for any breach of this Agreement or any laws of Seychelles which occurred before the expiration or termination of this Agreement, or for any authorisation fee or any outstanding dues not paid at the time of expiration or termination.

#### **ARTICLE 6 - FISHING AUTHORISATION**

1. MOF hereby undertakes to allocate fishing opportunities to the COMPANY's fishing vessel(s) to access Seychelles waters and to engage in fishing activities in accordance with this Agreement and Annex thereto.
  2. The COMPANY shall fish in Seychelles waters on the condition that it is in possession of a valid fishing authorisation issued under this Agreement by the Competent Seychelles authorities.
  3. The COMPANY shall ensure that its fishing vessel(s) comply with this Agreement and to the Seychelles legislation governing fisheries in Seychelles.
  4. The COMPANY shall undertake the procedure set out in Appendix 1 in order to obtain a fishing authorisation for its vessel(s) and shall settle the applicable fees prior to the commencement of any fishing activities in Seychelles waters.
  5. The COMPANY shall endeavour to use Port Victoria as their operational base and also endeavour to land their catch, procure fuel and other goods and services for their fishing activities in Seychelles.
- 

6. The employment of seamen on-board the COMPANY's fishing vessel shall be governed by the International Labour Organisation (ILO) Declaration on Fundamental Principles and Rights at Work, which shall apply to the relevant contracts and general terms of employment, and by relevant ILO Conventions. This concerns in particular the freedom of association and the effective recognition of the right to collective bargaining, and the elimination of discrimination in respect of employment and occupation and living and working conditions on-board the COMPANY's fishing vessels.
7. The COMPANY's fishing vessel(s) 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.
8. 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's fishing vessel(s);
  - (d) it receives and responds to legal process with respect to the Company's fishing vessel(s) and its activities, operator, master and crew members;
  - (e) it assumes full liability for the Company's fishing vessel(s) 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.
  - (h) The COMPANY and the new Agent shall immediately notify the competent Authority in writing if it has a change of Agent and of the appointment of a new Agent with the proper documentation to that effect.
9. Competent Seychelles authorities shall notify the COMPANY prior to the implementation of any decision adopted by Government that may affect the activities of the COMPANY's fishing vessel(s) under this Agreement. Such notification shall be communicated by the Competent Seychelles authorities to the COMPANY in a reasonable time.
10. The COMPANY's fishing vessel(s) shall take onboard appropriate scientific as required by the Competent Seychelles authorities whenever necessary.

#### **ARTICLE 7 - SPECIES COVERAGE**

1. The COMPANY's fishing vessel(s) under this Agreement shall engage in fishing activities in the Seychelles fishing zone 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.
2. Subject to clause 1, the Exclusion List may be revised by MOF at any time during this Agreement upon written notice to the COMPANY.

#### **ARTICLE 8 – STATISTICAL AND SCIENTIFIC COOPERATION ON RESPONSIBLE FISHING**

1. During the period covered by this Agreement, MOF and the COMPANY shall cooperate to monitor the evolution of the resources in Seychelles waters and support the assessment work carried out by the IOTC.
2. The Parties shall also exchange relevant statistical, biological, conservation and environmental information and co-operate in the relevant scientific meetings, as may be required for the purpose of managing and conserving the living resources.

#### **ARTICLE 9 – ELECTRONIC EXCHANGES OF DATA**

1. The Parties shall undertake to implement the necessary systems for the electronic exchange of all information and documents related to the implementation of this Agreement and its Annex. The electronic form of a document at any point shall be considered the equivalent to the original version.
2. Either Party shall immediately notify the other of any disruption of a computer system impeding such exchanges. In those circumstances, the information and documents related to the implementation of this Agreement and its Annex shall be automatically replaced by their paper version in the manner defined in the Annex.
3. On the basis of the best available scientific advice provided by the IOTC, where necessary, agree to take measures to ensure the sustainable management of fisheries resources.



## **ARTICLE 10 – MID -TERM REVIEW**

MOF may decide to conduct a mid-term review to assess the functioning and effectiveness of this Agreement.

## **ARTICLE 11 – SUSPENSION OF THE IMPLEMENTATION**

1. The implementation of this Agreement may be suspended at the initiative of either one of the Parties, in the event of:
  - (a) other than natural phenomena, any situations beyond the reasonable control of either of the Parties preventing fishing activities in fishing areas within Seychelles waters;
  - (b) a serious and unresolved dispute between the Parties concerning the interpretation and implementation of this Agreement and its Annex which cannot be settled;
  - (c) non-compliance with the provisions laid out by this Agreement and its Annex;
  - (d) significant changes in the policy affecting the relevant provisions of this Agreement;
  - (e) a breach of essential and fundamental principles of human rights by the COMPANY under this Agreement.
2. Suspension of the application of this Agreement shall be notified by any Party to the other Party in writing 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 solution to the dispute within a reasonable period.
3. Subject to Article 11(2), once a dispute has been resolved, the application of this Agreement shall resume.

## **ARTICLE 12 - TERMINATION**

1. This Agreement may be terminated by either of the Parties in the event of:
  - (a) Situations of force majeure instances, other than natural phenomena, preventing fishing activities in Seychelles waters; or
  - (b) a depletion or degradation of the stocks concerned on the basis of best available independent and reliable scientific advice; or
  - (c) a significant reduction in the level of exploitation of the fishing opportunities granted to the COMPANY's fishing vessel(s);



- (d) if the COMPANY's fishing vessel(s) becomes involved in IUU fishing;
- (e) any other circumstances which amount to a violation of this Agreement by one of the Parties.

Termination of this Agreement shall be notified in writing by any Party to the other Party and shall take effect three month after receipt of notification, unless the Parties decide by mutual consent to extend that period.


### **ARTICLE 13 – OBLIGATIONS ON EXPIRATION OR TERMINATION**

1. Following the expiration or the termination of this Agreement in accordance with Article 12, the COMPANY shall continue to be liable for any breach of the provisions of this Agreement or any laws of Seychelles which occurred before the expiration or termination of this Agreement, or for any authorisation fee or any outstanding dues not paid at the time of expiration or termination.
2. The Parties may enter into consultations after such notification of termination with a view of finding an amicable settlement to their dispute within a two-month period.

### **ARTICLE 14 – DISPUTE SETTLEMENT**

Any dispute with regard to the implementation, interpretation or enforcement of this Agreement shall be settled by negotiation by the Parties within thirty days of such dispute arising and the same being brought to the attention of either Party.

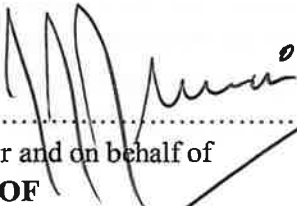
### **ARTICLE 15 – CONFIDENTIALITY**

1. The Parties undertake to ensure that all nominative data relating to fishing activities in Seychelles waters under this Agreement, including data collected by observers, are processed in accordance with confidentiality and data protection principled under the applicable law of Seychelles.
  2. The Parties shall ensure that only aggregated data related to fishing activities in Seychelles waters shall be made available to the public.
  3. The data and information referred to in paragraph 1 shall be used by the Competent Seychelles authorities exclusively for the purpose of implementing this Agreement and for the purpose of fisheries management, monitoring, control and surveillance.
  4. With regard to personal data processed by MOF, it shall be processed in an appropriate manner to ensure its protection, including against unauthorised or unlawful processing and not to be kept beyond the time necessary for the purpose for which they were exchanged.
- 

## ARTICLE 16 - GOVERNING LAW

1. This Agreement shall be governed by and interpreted in accordance with the law of the Republic of Seychelles. In the event of any dispute or conflict arising out of or connected to this Agreement, including a dispute as to its validity, existence, interpretation or termination, the Parties hereby consent to the exclusive jurisdiction of the courts of the Republic of Seychelles.
2. The COMPANY shall ensure that its vessel(s) comply with this Agreement and the laws of Seychelles governing fisheries in Seychelles waters.

**IN WITNESS WHEREOF** this Agreement has been duly executed by or on behalf of the Parties in triplicate, on the day, month and year above written.

  
For and on behalf of  
**MOF**

  
For and on behalf of  
**THE COMPANY**  
**Imanol Loinaz Eguiguren**  
**DIRECTOR**



## **ANNEX**

### **CONDITIONS FOR THE EXERCISE OF FISHING ACTIVITIES BY THE COMPANY VESSEL(S) IN SEYCHELLES FISHING ZONE**

#### **CHAPTER I**

##### **GENERAL PROVISIONS**

###### **1. General obligations**

The COMPANY's fishing vessel(s) for which a fishing authorisation has been issued in accordance with this Agreement shall comply with the provisions of the Seychelles fisheries policies concerning the conservation and control measures and other relevant provisions governing fishing in Seychelles waters and the provisions laid down in this Agreement and the Laws of Seychelles.

###### **2. Fishing zone**


- (a) The Seychelles authorities shall provide the COMPANY with the geographic coordinates of the fishing zone in which the COMPANY fishing vessel(s) may operate before the application of this Agreement.
- (b) Any modification to the fishing zone shall be communicated to the COMPANY before its entry into force.

###### **3. Labour conditions**

The employment of fishers by the COMPANY shall be governed by the International Labour Organisation (ILO) Declaration on Fundamental Principles and Rights at Work of 1998 (amended in 2022) and by relevant ILO conventions, including the freedom of associations and the effective recognition of the right to collective bargaining, the elimination of discrimination in respect of employment and occupation, elimination of forced and child labour, safe and healthy working environment and decent working and living conditions on-board fishing vessels.

#### **CHAPTER II**

##### **FISHING OPPORTUNITIES**

- 1. The fishing opportunities granted under Article 6 of this Agreement shall be for one (1) tuna purse-seiner. Support vessels shall be authorised subject to the conditions set out in this Annex and in accordance with the relevant IOTC resolutions.
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2. The COMPANY's fishing vessel(s) shall only engage in fishing activities in Seychelles waters if they are in possession of a fishing authorisation issued in accordance with Article 6 of this Agreement and with the conditions established in this Annex.

### **CHAPTER III**

#### **FISHING AUTHORISATIONS**

##### **SECTION 1**

##### **Application and issue of fishing authorisations**

1. A fishing authorisation is valid for one calendar year from 1 January to 31 December.
2. For the first year of application of the Agreement, a fishing authorisation fee shall be adjusted pro-rata based on the validity of the previous fishing authorisation for a fishing authorisation which is still valid.

##### **Conditions for obtaining a fishing authorisation are as follows:**

3. For the COMPANY's fishing vessel(s) to be eligible for a fishing authorisation under this Agreement it shall:
  - be authorised by the Competent Seychelles authorities to carry out fishing activities under this Agreement;
  - be on the record of authorised fishing vessels of the IOTC;
  - not be included in an IUU list of any regional fisheries management organisation;
  - have complied with its obligations deriving from its previous activities in the EEZ of Seychelles and paid the applicable advance fee as foreseen in this Annex.

##### **Application for a fishing authorisation**

4. The COMPANY's fishing vessel(s) for which a fishing authorisation is being applied for shall be represented by an agent resident in Seychelles. The name and address of that agent shall be stated in the application.
5. The COMPANY shall submit to the Competent Seychelles authorities a fishing authorisation application for each of the COMPANY's fishing vessel(s) requesting to fish under this Agreement at least forty-five (45) days before the expected starting of the fishing activities.
6. Each application shall be accompanied by the following information:




- (a) proof of payment of the prescribed fee for the period of validity of the fishing authorisation, environment management fee, and Vessel Monitoring System (VMS) fee;
- (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 a licence and authorisation for the first time under the Agreement;
- (d) any other documents or certificates required under the specific rules applicable to the type of vessel concerned pursuant to this Agreement or the laws of Seychelles.

7. All payments related to authorisations and catches shall be paid into a bank account in the Seychelles, the details of which shall be provided by MOF before the application of this Agreement. The associated costs linked to bank transfers shall be borne by ship-owners or their agents.

#### **Issuing of the fishing authorisation**

- 8. Fishing authorisations for the COMPANY's fishing vessel(s) shall be issued to the ship-owners or their agent within fifteen (15) days after all the required documents referred to in point 4 have been received by the Competent Seychelles authorities.
- 9. An authorised COMPANY fishing vessel shall keep on board the original fishing authorisation. An electronic copy of the authorisation shall be considered equivalent to the original fishing authorisation for a maximum period of sixty (60) calendar days after the issue date of the fishing authorisation.

#### **Transfer of the fishing authorisation**

- 10. A fishing authorisation shall be issued to the COMPANY for a specific fishing vessel and shall not be transferable except in the event of *force majeure*.
  - 11. Where *force majeure* is proven, the COMPANY's fishing authorisation may be transferred at the request of the COMPANY for the remaining period of its validity, to another eligible COMPANY's fishing vessel with similar characteristics, with no further fee due.
  - 12. The agent shall be informed without delay by the Competent Seychelles authorities of the cancelled fishing authorisation and the agent of that fishing vessel, shall immediately return the cancelled fishing authorisation to the Competent Seychelles authorities.
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13. The agent shall be informed without delay by the Competent Seychelles authorities of the issuance of the new authorisation. The new fishing authorisation shall take effect on the day that the agent returns the cancelled authorisation to the Competent Seychelles authorities.

## **SECTION 2**

### **SUPPORT VESSELS**

1. The Competent Seychelles authorities shall authorise the COMPANY's fishing vessel(s) which are in possession of a fishing authorisation to be assisted by support vessels. The support vessels shall fly the same flag as the COMPANY's fishing vessel, and shall not be equipped for catching fish or be used for transshipments.
2. The reporting requirements regarding support vessels shall respect relevant IOTC obligations and other relevant national legislative provisions.
3. The COMPANY's support vessel(s) shall be subject to the same authorisation procedures governing the obtaining and the transmission of fishing authorisation applications as described in Section 1, to the extent applicable to them.

## **SECTION 3**

### **FISHING AUTHORISATION AND CONDITIONS**

1. The COMPANY's fishing vessel(s) under this Agreement shall engage in fishing activities as provided for in Article 7.
2. A fishing authorisation issued pursuant to this Agreement shall be validly applicable to the COMPANY's fishing vessel(s) so long as the ownership or charter remains with the COMPANY.
3. The COMPANY shall notify the Competent Seychelles authorities prior to any change of ownership or charter of the COMPANY's fishing vessel(s).
4. The COMPANY's fishing vessel(s) shall when in Seychelles waters:
  - (a) keep on board a bounded fishing logbook with consecutive page numbering;
  - (b) record its daily fishing activities on a set by set basis in a logbook format as provided in Appendix 2;
  - (c) submit the logbook electronically on a weekly basis to the Competent Seychelles authorities until the vessel concludes its fishing trip, to the email address: [fmcsc@sfa.sc](mailto:fmcsc@sfa.sc), no 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. The COMPANY's fishing vessel(s) 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) in the event that the expected time of arrival into Port Victoria falls on a weekend or is on a day of Seychelles' public holiday, the COMPANY's fishing vessel(s) shall notify the Competent Seychelles authorities of its intention to call to port at least 6 hours before the last working day.
6. The notification required in paragraph 5 shall be accompanied by the following documents:
- (a) the final logbook completed for the duration 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' email address: [fmcsc@sfa.sc](mailto:fmcsc@sfa.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 its receipt.
9. In the event that the Competent Seychelles authorities is not satisfied with information provided by the COMPANY's fishing vessel(s) requested in paragraphs 4 and 6 or has reason to believe that the master of the COMPANY's 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. The COMPANY's fishing vessel(s) shall take onboard scientific observers as required by the Competent Seychelles authorities whenever necessary when the COMPANY's fishing vessel(s) is operating in Seychelles waters.
11. The Competent Seychelles authorities may from time to time vary the conditions of the fishing authorisation as may be deemed necessary.

## SECTION 4

### FEES AND ADVANCE PAYMENTS

#### **Fishing authorisation fees:**

1. The fees to be paid by ship-owners for the fishing authorisation shall be as follows:
- a) EURO 156,000 in respect of one (1) year period for a purse seine fishing vessel to fish in the Seychelles fishing zone.
  - b) EURO 5,000 in respect of one (1) year period a support vessel to fish in the Seychelles fishing zone.
  - c) EURO 1,200 in respect of one (1) year period for a purse seine fishing vessel VMS administration fee to fish in the Seychelles fishing zone.
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### **Environmental management fees:**

2. For the purpose of environmental management and observation of marine ecosystems in Seychelles waters, the COMPANY's fishing vessel(s) 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 purse seine vessel. This fee shall be paid along with the fishing authorisation fee and into the same account.

## **CHAPTER IV**

### **CONSERVATION TECHNICAL MEASURES**

1. The COMPANY's fishing vessel(s) shall comply with the relevant laws of Seychelles and resolutions adopted by IOTC.
2. The COMPANY's fishing vessel(s) shall conduct all fishing activities in a manner that does not affect the traditional local-based fisheries.
3. 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, the COMPANY's fishing vessel(s) shall apply technical and mitigating measures to improve the selectivity of fishing gears in order to reduce the incidental catch of non-targeted species.
4. To reduce the entanglement of sharks, marine turtles or any other non-targeted species, the COMPANY's 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, the COMPANY's fishing vessel(s) shall use natural or biodegradable materials for FADs and retrieve them in the Seychelles waters when they become non-operational FADs within the modalities of the Seychelles legislation.

## **CHAPTER V**

### **MONITORING, CONTROL AND SURVEILLANCE**

#### **SECTION 1**

##### **Catch Notification**

1. The COMPANY's fishing vessel(s) authorised to fish in the Seychelles fishing zone under this 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.
2. The COMPANY's fishing vessel(s) authorised to fish in Seychelles waters shall, on a daily basis complete a statement of catch form complying with IOTC resolutions for every set of each fishing trip they undertake in Seychelles waters. While in Seychelles waters, the COMPANY's fishing vessel(s)



shall report every three days to Competent Seychelles authorities, by electronic means, the information required in the format provided for in Appendix 2(d).

3. In the absence of catches, the statement of catch form shall still be filled in. The form shall be filled in legibly and signed by the master of the vessel or his representative and the accuracy of the data recorded and transmitted in the statement of catch form is the responsibility of the master.
4. In the event of failure to comply with the provisions relating to the reporting of catches, the Competent Seychelles authorities may suspend the fishing authorisation of the COMPANY's fishing vessel(s) until the missing catch report is obtained and penalise the ship-owner in accordance with the relevant provisions under the national legislation in force. If the offence is repeated, the Competent Seychelles authorities may refuse to renew the fishing authorisation. The Competent Seychelles authorities shall inform the COMPANY and its agent immediately of any sanction applied in this context.
5. Once the ERS is fully operational, the COMPANY shall provide the required data using a template in the xml-format, following the guidelines provided in Appendix 3. Until the implementation of the ERS, the appropriate format as provided in Appendix 2, shall be used.



## SECTION 2

### Electronic Reporting System (ERS)

1. The COMPANY shall use ERS for the declaration of catches, once this system is operational, at a date to be determined by the Competent Seychelles authorities, as follows:

- the master of the COMPANY's fishing vessel(s) carrying out fishing activities under this Agreement shall keep an electronic fishing logbook integrated into ERS;
- Where the COMPANY's fishing vessel(s) is not equipped with ERS, it shall not be authorised to enter Seychelles' fishing zone in order to engage in fishing activities.

2. The master is responsible for the accuracy of the data recorded in the electronic fishing logbook. The electronic fishing logbook shall comply with the relevant IOTC resolutions.

3. The master shall, on a daily basis, record the estimated live weight of each species caught and kept on board, or discarded into the sea, for each fishing operation.

4. If the COMPANY's fishing vessel(s) is present in the Seychelles fishing zone but does not carry out any fishing, the position of the vessel at noon shall be recorded.

5. The master shall ensure that the electronic fishing logbook data is transmitted automatically and on a daily basis to the Fisheries Monitoring Centre (FMC) of Seychelles. The transmissions shall include at least the following:

- the vessel identification numbers and the name of the fishing vessel;
- the FAO 3-alpha code of each species;
- the relevant geographical area (latitude and longitude) in which the catches were taken;
- the date and the time of the catches;
- the date and time of departure from and arrival at the port;
- the type of gear, and where applicable the technical specifications and dimensions;
- the estimated quantities of fish, including the quantities of each species kept on board, in kilograms live weight or, where appropriate, the number of individual fish;
- the estimated quantities of fish, including the quantities of each species discarded, in kilograms live weight or, where appropriate, the number of individual fish.

6. The Competent Seychelles authorities shall ensure that the data are received and recorded in a computer database enabling the data to be stored securely for at least thirty-six (36) months.



7. The COMPANY shall ensure that it has the necessary IT equipment and software to automatically exchange ERS data. ERS data shall be exchanged using the electronic means of communication operated by the Competent Seychelles authorities for exchanging fisheries data in a standardised form. Changes to standards shall be implemented within six months.

8. The COMPANY shall ensure that fishing logbooks are automatically made available by ERS to the Seychelles FMC on a daily basis for the period during which the vessel is present in the Seychelles fishing zone, even in the event of a zero catch.

9. The COMPANY shall automatically and without delay forward time critical ERS messages (COE, COX, PNO) received from the COMPANY's fishing vessel(s) to the Seychelles FMC.

10. Daily fishing activity reports (FAR) of the COMPANY shall be made available automatically and without delay to the Seychelles FMC.

11. The arrangements for reporting catches by ERS and the procedures in the event of malfunction are set out in Appendix 3.

12. The Competent Seychelles authorities shall handle data on the fishing activities of the COMPANY in a confidential and secure manner.

13. In case of technical problems or malfunction of the ERS, declarations of catches shall be made pursuant to Section 1.

### **SECTION 3**

#### **CATCH COMMUNICATION: ENTERING AND LEAVING THE SEYCHELLES FISHING ZONE**

1. The duration of a trip by the COMPANY shall be defined as follows:

- the period elapsing between entering and leaving Seychelles fishing zone;
- the period elapsing between entering Seychelles fishing zone and a landing in Seychelles.

2. The COMPANY's fishing vessel(s) shall notify the competent Seychelles authorities at least six hours in advance of their intention to enter or leave the Seychelles fishing zone.



3. While notifying entry or exit, the COMPANY's fishing vessel(s) shall also communicate their position (latitude and longitude), at the time of communication and the tonnage and species of catches kept on board. Those communications shall be made in the format set out in Appendix 2, by e-mail or alternatively through ERS, to the contact details provided by the Competent Seychelles authorities.

4. It shall be an offence for the COMPANY found to be fishing without prior notification to the Seychelles authorities. The COMPANY shall be liable to sanctions referred to in Chapter VIII.

## **SECTION 4**

### **LANDING**

1. The term "bycatch" has the same meaning as in the IOTC context.

2. The designated port for landing activities in Seychelles is Victoria, Mahé.

3. The COMPANY's fishing vessel(s) wishing to land catches in the Seychelles designated port shall notify the following information to the Competent Seychelles authorities at least 48 hours in advance:

- (a) the name and International Radio Call Sign (IRCS) of the landing fishing vessel;
- (b) the date and time of landing;
- (c) the quantity in kg, rounded to the nearest 100 kg, by species to be landed;
- (d) the product form presentation.

4. Landings shall be considered as an exit from the Seychelles fishing zone as defined in Section 3, point 1. The COMPANY's fishing vessel(s) shall therefore submit their Landing Declarations to the Competent Seychelles authorities, no later than 24 hours after completion of the landing, or in any event, before the vessel leaves port. This declaration shall be made in the format set out in Appendix 4

5. The Parties shall encourage economic cooperation in the fishing and processing industry in order to enhance investments, resource valorisation, job creation and a proper balance between supply and demand. In particular, operators shall ensure reasonable opportunities for Seychelles' processing industry to be adequately supplied with tuna, including the bycatch of tuna from the COMPANY fishing vessels. Relevant authorities shall deal with the related administrative documents necessary for international trade of fish landed in Seychelles by the COMPANY fishing vessels within a reasonable time frame by ensuring adequate controls and verifications in accordance with applicable rules.



## **SECTION 5**

### **TRANSHIPMENT**

1. Transhipment at sea is prohibited, and any person infringing this provision shall be liable to the enforcement measures provided for by Seychelles legislation. Transhipments in the Seychelles shall only be carried out within Port Victoria.

2. In the case of a transhipment in the port of Seychelles, the COMPANY or its agent shall notify the following information to the competent Seychelles authorities and, at the same time, to the port authority of Seychelles, at least 48 hours in advance:

- the transhipment port or area where the operation will occur;
- the name and the International Radio Call Sign (IRCS) of the donor vessel;
- where applicable, the name and the IRCS of the receiving vessel or reefer;
- where applicable, the storage facilities;
- the date and time of transhipment;
- where possible, the next point of destination;
- the quantity in kilogram, by species to be transhipped;
- the product form presentation.

3. Transhipment shall be considered as an exit from Seychelles waters as defined in Section 3.1. The COMPANY shall submit their transhipment declarations to the Competent Seychelles authorities and with a copy to the port authority of Seychelles, no later than 24 hours after completion of the transhipment, or in any event, before the donor vessel leaves port, whichever occurs first. This declaration shall be made in the format set out in Appendix 4.

## **SECTION 6**

### **CONTROL AND INSPECTION**

1. Controls and inspections shall be carried out in accordance with the relevant Seychelles legislation.

### **Inspection at sea and in port**

2. Inspections in Seychelles waters or in the port of Seychelles on the COMPANY's fishing vessel(s) holding a fishing authorisation shall be carried out by inspectors from Competent Seychelles authorities who are clearly identified as being authorised to carry out fishing inspections.

3. The master of the COMPANY's fishing vessel(s) engaged in fishing activities in Seychelles waters shall cooperate with any authorised and duly identified officers carrying out inspection and control of fishing activities.

4. In order to facilitate safe inspection procedures, without prejudice to the provisions of Seychelles legislation, boarding should be conducted in such a way that allows the inspection platform and the inspectors to be identified as being authorised to carry out such tasks.

5. The authorised inspection officers shall only stay on board the COMPANY's fishing vessel(s) for the time 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.

6. 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.

7. Once an inspection has been completed and the inspection report signed by the inspector, the report shall be made available for signature, comments and remarks, if any, by the master. The signature by the master shall not prejudice the rights of the Parties in the context of alleged infringement procedures. If the master refuses to sign the document, the master shall specify the reasons for doing so in writing and the inspector shall write "Refused to sign" on it. The authorised inspection officer shall give a copy of the inspection report to the master of the COMPANY's fishing vessel before leaving the vessel.

8. The Competent Seychelles authorities shall inform the COMPANY of inspections carried out within 24 hours of their completion and of any infringements found and send the inspection report as soon as possible.

9. Where the provisions set out in this Chapter are not complied with, the Competent Seychelles authorities reserves the right to suspend the fishing authorisation of the offending the COMPANY fishing vessel until formalities have been completed and to apply the penalty laid down by laws of Seychelles.



## **Participatory monitoring in the fight against IUU fishing**

10. In order to strengthen the fight against IUU fishing, masters of the COMPANY's fishing vessel(s) shall report the presence of any vessels in Seychelles waters 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 Seychelles authorities.

## **SECTION 7**

### **VESSEL MONITORING SYSTEM (VMS)**

1. The COMPANY's fishing vessel(s) authorised under this Agreement shall be equipped with a satellite-based vessel tracking device and/or vessel monitoring device in accordance with the laws of the Seychelles and make use of the VMS in accordance with Appendix 5.
2. It shall be prohibited to move, disconnect, destroy, damage, interfere with or render inoperative the continuous tracking device using satellite-based communications and/or monitoring device placed on board the COMPANY's fishing vessel(s) for the purposes of data transmission or to intentionally alter, divert or falsify data transmitted or recorded by such a system.
3. The COMPANY's fishing vessel(s) 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 at the request of the Competent Seychelles authorities, as part of investigative measures into a vessel's activities.
4. The COMPANY shall ensure that VMS positions are automatically sent in near real time by the COMPANY's fishing vessel(s) to the Competent Seychelles authorities for the period during which the fishing vessel(s) is present in Seychelles waters.
5. Subject to point 4, 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.

## **SECTION 8**

### **REPORTING REQUIREMENT**

1. Where the COMPANY fishing vessel(s) 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 for the COMPANY's fishing vessel 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 the COMPANY's fishing vessel(s) 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 within Port Victoria;
- (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 V**

### **EMBARKATION OF SEAMEN**

1. Each of the COMPANY's purse seine fishing vessel(s) shall embark during its fishing trip in Seychelles fishing zone at least two qualified Seychelles seamen designated by the agent of the vessel, in agreement with the Competent Seychelles authorities, 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 the COMPANY fishing vessels provided in Appendix 6.
2. The Competent Seychelles authorities shall provide the COMPANY's agent on a monthly basis with the list of qualified seamen designated by the Competent Seychelles authorities. If the COMPANY, through the Competent Seychelles authorities does not find a suitable qualified seaman on the list, as per established guidelines, the 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, the COMPANY's purse seine fishing vessel(s) shall embark trainees in place of the above obligation regarding Seychelles seamen embarkation. The qualified trainees could be designated by the agent of the COMPANY's purse seine fishing vessel(s) from the names on the list submitted by the Competent Seychelles authorities.
4. The agent of the COMPANY's purse seine fishing vessel(s) shall inform the Competent Seychelles authorities of the names and particulars of the Seychelles seamen who may be embarked on-board the COMPANY purse seine fishing vessel(s) 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 the COMPANY. 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 the 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 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 of the 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 the 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, the 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 the COMPANY fishing vessels does not reach the minimum level as provided in paragraph 1 for reasons other than that referred to in paragraph 9, the COMPANY shall pay a flat-rate compensation of EUR 35 for each non-embarked seaman per day of fishing activities in Seychelles waters. 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 VI**

### **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. The COMPANY's purse seine fishing vessel(s) 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's 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's fishing vessel(s) 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's fishing vessel(s) 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 disembarks 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. The 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's 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's fishing vessel(s) shall do everything reasonably practicable to ensure the physical safety and welfare of Vobservers while on board.

17. Scientific observers shall be offered every facility needed to carry out their duties. The master of COMPANY's fishing vessel(s) 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's 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's fishing vessel and its activities and any information collected.

19. At the end of the embarkation and before leaving COMPANY's 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's fishing vessel within fifteen (15) days. The report shall be signed by the scientific observer.




## **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 waters is an offence and shall be liable to a sanction in accordance with the laws of Seychelles.
2. The agent of the COMPANY shall be immediately and fully informed of any sanctions and of all relevant facts related thereto.
3. Where the provisions set out in the Agreement are not complied with, the Competent Seychelles authorities reserves the right to suspend or revoke the fishing authorisation of the offending the COMPANY's fishing vessel.
4. At the end of the suspension period, the COMPANY's fishing vessel may resume fishing activities for the remaining validity period of the fishing authorisation.

#### **Arrest and detention of fishing vessels**

5. The Competent Seychelles authorities shall immediately inform the COMPANY's vessel owner or its agent of the arrest or detention of the COMPANY's fishing vessel operating under this Agreement and shall transmit a copy of the inspection report, detailing the circumstances and reasons of the arrest or detention within 48 hours.
- 

## **Appendices**

### **Appendix 1: Authorisation application forms:**

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

### **Appendix 2: Communication format reports**

- (a) Fishing Zone entry notification
- (b) Fishing Zone exit notification
- (c) Port Entry prior notification
- (d) Daily Fishing Activity Report (FAR)

### **Appendix 3: Catch reporting by ERS and malfunction notification**

### **Appendix 4: Landing and/or transshipment notification form**

### **Appendix 5: Specification for VMS**

### **Appendix 6: Guidelines for the engaging of Seychelles seamen on COMPANY purse seine fishing vessels**



**APPENDIX 1**

(b) Seychelles fishing authorisation application form for COMPANY fishing vessels to fish in Seychelles fishing zone.



**SEYCHELLES FISHING AUTHORITY**

P.O Box 449,  
Fishing Port, Mahé,



**FOREIGN FISHING AUTHORISATION APPLICATION FORM**

**SECTION 1-APPLICANT**

Name of the Applicant: \_\_\_\_\_  
Name of the owner: \_\_\_\_\_  
Address of the owner: \_\_\_\_\_  
Name and address of the ship-owner's agent: \_\_\_\_\_  
Tel. No of the ship-owner's agent: \_\_\_\_\_  
Email of the ship owner's agent: \_\_\_\_\_  
Master's Name: \_\_\_\_\_  
Master's Nationality: \_\_\_\_\_  
Master's Email: \_\_\_\_\_

**SECTION 2-VESEL DETAILS**

Name of Vessel: \_\_\_\_\_ Registration No. \_\_\_\_\_  
Port and Country of registration: \_\_\_\_\_  
Type of vessel: \_\_\_\_\_ IMO No. \_\_\_\_\_  
IOTC No. \_\_\_\_\_ 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: \_\_\_\_\_  
Date of current flag Registration (DD/MM/YYYY): \_\_\_\_\_  
Previous Flag (if applicable): \_\_\_\_\_  
Place of construction: \_\_\_\_\_  
Date of construction (DD/MM/YYYY): \_\_\_\_\_

**SECTION 3- FISHING ACTIVITY**

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 (DD/MM/YYYY): \_\_\_\_\_

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

DATE: \_\_\_\_\_ SIGNATURE OF APPLICANT: \_\_\_\_\_

**FOR OFFICIAL USE**

Licence fee SCR \_\_\_\_\_ Receipt No. \_\_\_\_\_

Signature of Cashier: \_\_\_\_\_ Date: \_\_\_\_\_

**-End-**

- a) Seychelles fishing authorisation application form for COMPANY support vessels to operate in Seychelles fishing zone.



**SEYCHELLES FISHING AUTHORITY**

P.O Box 449,  
Fishing Port, Mahé,



**FOREIGN FISHING AUTHORISATION APPLICATION FORM FOR SUPPORT VESSEL**

**SECTION 1-APPLICANT**

Name of the Applicant: \_\_\_\_\_

Name of the owner: \_\_\_\_\_

Address of the owner: \_\_\_\_\_

Name and address of the ship-owner's agent: \_\_\_\_\_

Tel. No of the ship-owner's agent: \_\_\_\_\_

Email of the ship owner's agent: \_\_\_\_\_

Master's Name: \_\_\_\_\_

Master's Nationality: \_\_\_\_\_

Master's Email: \_\_\_\_\_

**SECTION 2-VESSEL DETAILS**

Name of Vessel: \_\_\_\_\_ Registration No. \_\_\_\_\_

Port and Country of registration: \_\_\_\_\_

Type of vessel: \_\_\_\_\_ IMO No. \_\_\_\_\_

IOTC No. \_\_\_\_\_ 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: \_\_\_\_\_

Date of current flag Registration (DD/MM/YYYY): \_\_\_\_\_

Previous Flag (if applicable): \_\_\_\_\_

Place of construction: \_\_\_\_\_

Date of construction (DD/MM/YYYY): \_\_\_\_\_

**SECTION 3- FISHING ACTIVITY**

**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 (DD/MM/YYYY): \_\_\_\_\_

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

DATE: \_\_\_\_\_ SIGNATURE OF APPLICANT: \_\_\_\_\_

**FOR OFFICIAL USE**

Licence fee SCR \_\_\_\_\_ Receipt No. \_\_\_\_\_

Signature of Cashier: \_\_\_\_\_ Date: \_\_\_\_\_

**-End-**

**Communication Format Reports****(a). Entry Report (COE)<sup>1</sup>**

Content	Transmission
Destination	SEZ
Action code	COE
Vessel Name	
IRCS	
Position of entry	LT/LG
Date and Time (UTC) of entry	DD/MM/YYYY – HH:MM
Quantity (Metric tons (Mt)) of fish on board per species:	
Yellowfin (YFT)	(Mt)
Bigeye Tuna (BET)	(Mt)
Skipjack (SKJ)	(Mt)
Others (Specify)	(Mt)

---

<sup>1</sup> Sent 6 Hours before entering the Seychelles Fishing Zone.



(b). Exit Report (COX)<sup>2</sup>

Content	Transmission
Destination	SEZ
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 species:	
Yellowfin (YFT)	(Mt)
Bigeye Tuna (BET)	(Mt)
Skipjack (SKJ)	(Mt)
Others (Specify)	(Mt)

---

<sup>2</sup> Sent 6 Hours before exiting the Seychelles Fishing Zone.



(c). Prior Notification (PNO)<sup>3</sup>

Content	Transmission
Destination	SEZ
Action code	PNO
Vessel Name	
IRCS	
Port code	
Date and Time (UTC) of intended arrival	DD/MM/YYYY – HH:MM
Quantity (Mt) of fish on board per species:	
Yellowfin (YFT)	(Mt)
Bigeye Tuna (BET)	(Mt)
Skipjack (SKJ)	(Mt)
Others (Specify)	(Mt)

---

<sup>3</sup> Sent prior to arrival in port.



(d). Daily Fishing Activity Report (FAR) once inside the Sychelles Fishing Zone<sup>4</sup>

Content	Transmission
Destination	SEZ
Action code	FAR
Vessel Name	
IRCS	
Date and Time (UTC) of report	DD/MM/YYYY – HH:MM
Quantity (Mt) of fish on board per species:	
Yellowfin (YFT)	(Mt)
Bigeye Tuna (BET)	(Mt)
Skipjack (SKJ)	(Mt)
Others (Specify)	(Mt)
Number of sets made since last report	

5. All reports shall be transmitted to the competent authority through the following e-mail addresses:  
(fmcsc@sfa.sc)

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<sup>4</sup> Every 3 days after entering the Union Fishing Zone.



## **Implementation of the Electronic Reporting System (ERS)**

### **General provisions**

1. The COMPANY's fishing vessel(s) must be equipped with an electronic system, hereinafter referred to as "ERS system", capable of recording and transmitting data relating to the fishing activity of the vessel, hereinafter referred to as "ERS data", where the vessel operates in the fishing zone as referred to in Chapter I, point 2. of the Annex.
2. A COMPANY's fishing vessel that is not equipped with an ERS system, or if the ERS system installed on board is not functional, shall not be allowed to enter in the Seychelles fishing zone to conduct fishing activities.
3. The ERS data shall be transmitted in accordance with the present guidelines to the COMPANY, which shall ensure the automatic transmission to the Seychelles FMC.

### **ERS communications**

4. The Competent Seychelles authorities shall designate an ERS correspondent who will act as the point of contact for matters concerning the implementation of these provisions. The Competent Seychelles authorities and the COMPANY 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 vessel(s) automatically to the Competent Seychelles authorities.

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

1. 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.
2. 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.



3. 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.
4. 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.
5. 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**

6. The email address of Seychelles' FMC to be used in the event of a failure in the ERS shall be as follows;
  - [fmesc@sfa.sc](mailto:fmesc@sfa.sc).



**Appendix 4****Landing and/or 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

COUNTRY&amp;PORT

(3) Departure Date:

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(4) From:

--

(5) Return Date:

--	--	--

(6) To:

--

(7) Transshipment To Begin:

--	--	--

(8) Location:

--

(9) Location of catches:

Indian Ocean

☒

Atlantic Ocean

☐

Pacific Ocean

☐

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

Species	Whole	Gutted	Head d	Filletted			F	Fr
TUNA								

(11) Master's name of Fishing Vessel:

Signature &amp; 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	Head d	Filletted			F	Fr

(14) Date & time transshipment ends:

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--	--

(15) Master's name of Fishing Vessel:

(16) Master's name of Carrier Vessel:

(17) Agent's / Observer's name:

Signature & Date:

Signature & Date:

Signature & Date:

**Instructions for completing the IOTC Transshipment Declaration Form**

**For transshipment 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 transshipment activity.

**For transshipment 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 transshipment 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 transshipment 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 transshipment 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 transshipment is to begin.

*Section 8 need not be completed if transshipment is in port.*

8. The geographical coordinates of where transshipment is expected to take place; for transshipment 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 Transshipment Declaration Form.

**For transshipment 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 transshipment 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.*

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

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

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

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




## Appendix 5

### Vessel Monitoring System (VMS)

#### Vessel position messages

1. The first position of the COMPANY's fishing vessel(s) recorded after entry into the Seychelles' fishing zone shall be identified by the code "ENT". All subsequent positions shall be identified by the code "POS", with the exception of the first position recorded after departure from the Seychelles' fishing zone, which shall be identified by the code "EXI".
2. The COMPANY's fishing vessel(s) shall ensure the automatic processing and, if necessary, the electronic transmission of the position messages of its vessel(s). The position messages of the COMPANY's fishing vessel(s) shall be recorded in a secure manner and kept for a period of three years by Seychelles FMC.

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

3. The master of the COMPANY's fishing vessel(s) shall ensure at all times that the VTD of his vessel is fully operational and that the position messages are correctly transmitted to Seychelles FMC.
  4. In the event of breakdown, the VTD of the Seychelles vessel shall be repaired or replaced within 30 days. If the VTD has not been repaired or replaced within 30 days, the COMPANY's fishing vessel(s) shall no longer be authorised to fish in Seychelles' fishing zone.
- 



5. The COMPANY's fishing vessel(s) fishing in Seychelles' fishing zone with a defective VTD shall communicate their position messages by electronic means to Seychelles FMC at least every four hours, providing all the mandatory information, including hourly positions.

Sending of VMS messages to the Union authorities

6. The code "ER" followed by a double slash (//) indicates the end of the message.

Data	Code	Mandatory / optional	Content
Start of record	SR	M	System detail indicating start of record
Addressee	AD	M	Message detail – Addressee Alpha-3 country code (ISO-3166)
From	FR	M	Message detail – Sender Alpha-3 country code (ISO-3166)
Flag State	FS	M	Message detail – Flag State Alpha-3 code (ISO-3166)
Type of message	TM	M	Message detail – Type of message (ENT, POS, EXI, MAN)
Radio call sign (IRCS)	RC	M	Vessel detail – Vessel international radio call sign (IRCS)
Contracting party internal reference number	IR	M	Vessel detail – Unique contracting party number Alpha-3 code (ISO-3166) followed by number
External registration number	XR	M	Vessel detail – Number on side of vessel (ISO 8859.1)



Data	Code	Mandatory / optional	Content
Latitude	LT	M	Vessel position detail – Position in degrees and decimal degrees N/S DD.ddd (WGS84)
Longitude	LG	M	Vessel position detail – Position in degrees and decimal degrees E/W DD.ddd (WGS84)
Course	CO	M	Vessel course 360° scale
Speed	SP	M	Vessel speed in tenths of knots
Date	DA	M	Vessel position detail – Date of record of UTC position (YYYYMMDD)
Time	TI	M	Vessel position detail – Time of record of UTC position (HHMM)
End of record	ER	M	System detail indicating end of record

7. In NAF format, each data transmission shall be structured as follows:

- The characters used shall comply with ISO 8859.1. A double slash (//) and the characters "SR" shall indicate the start of a message.
- Each data element shall be identified by its code and separated from the other data elements by a double slash (/).
- A single slash (/) shall separate the field code and the data.

## Appendix 6

### 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.



