

**AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF MAURITIUS AND  
THE GOVERNMENT OF THE REPUBLIC OF SEYCHELLES ON ACCESS FOR MAURITIUS  
VESSELS TO THE SEYCHELLES FISHING ZONE**

THE REPUBLIC OF SEYCHELLES, hereinafter referred to as “Seychelles”,

and

THE REPUBLIC OF MAURITIUS, hereinafter referred to as “Mauritius”,

both hereinafter referred to as "the Parties",

**CONSIDERING** the good relations and spirit of cooperation which exist between Seychelles and Mauritius;

**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;

**RECALLING** that UNCLOS provides for the establishment of Exclusive Economic Zones, amongst others, by coastal States;

**RECOGNISING** that Seychelles has sovereign rights and/or jurisdiction over a zone extending up to 200 nautical miles from its baseline in accordance with UNCLOS;

**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;

**DETERMINED** to continue and enhance the implementation of these measures;

**NOTING** that both Seychelles and Mauritius are members of the Indian Ocean Tuna Commission (IOTC) and other relevant regional fisheries management organisations;

**DETERMINED** to cooperate in a spirit of mutual trust and respect for each State’s interest in the sphere of fishing, whilst promoting and implementing responsible fisheries to ensure the long-term conservation and sustainable exploitation of marine living resources;

**CONVINCED** that such cooperation must take the form of initiatives and measures which, whether taken jointly or individually, are complementary, and ensure consistent policies and synergy of efforts; and

**DESIROUS** of establishing terms and conditions governing the fishing activities of Mauritius vessels in the waters of Seychelles in line with responsible fishing in those waters.

**HEREBY AGREE AS FOLLOWS—**

*Article 1*

**Scope**

1. This Agreement establishes the principles, rules and procedures governing—
  - (a) economic, financial, technical and scientific cooperation in the fisheries sector with a view to promote responsible fisheries for sustainability in the Seychelles fishing zone to guarantee the conservation and sustainable exploitation of fisheries resources;
  - (b) conditions of access by the Mauritius fishing vessels to the Seychelles fishing zone, as set out in the Annex; and
  - (c) arrangements for the management, control and surveillance of fishing activities in the Seychelles fishing zone with a view to ensuring that the provisions of 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 IUU fishing is prevented.
2. The Annex and Appendix to this Agreement form an integral part thereof.

*Article 2*

**Definitions**

For the purpose of this Agreement—

- (a) “fishing activity” means searching for fish, setting, towing, hauling of fishing gear, taking catch on board, processing on board, transferring, caging, fattening and landing of fish and fish products;
- (b) “fishing authorisation” means a valid entitlement or licence to engage in fishing activities in accordance with the terms of the said fishing authorisation provided under this Agreement;
- (c) “fishing vessel” means any vessel equipped for fishing and fishing-related activities for commercial exploitation of species covered under Article 4 of this Agreement;
- (d) “Joint Committee” means a committee made up of representatives of Seychelles and Mauritius, and whose functions are described in Article 8 of this Agreement;
- (e) “landing” has the same meaning as in the IOTC context;

- (f) “Mauritius authorities” means the Ministry responsible for fisheries;
- (g) “Mauritius vessel” means a fishing vessel registered in Mauritius and flying the Mauritius flag;
- (h) “responsible fisheries” means fishing in accordance with the objectives and principles contained in the Code of Conduct for Responsible Fisheries adopted at the 1995 Conference of the FAO;
- (i) “Seychelles authorities” means the Ministry responsible for fisheries;
- (j) “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 authorises Mauritius vessels to engage in fishing activities;
- (k) “support vessel” has the same meaning as in the IOTC context and excludes any use of the vessel for transshipment operations and fish catching/harvesting; and
- (l) “transshipment” has the same meaning as in the IOTC context.

### *Article 3*

#### **Principles and objectives**

1. The Parties hereby undertake to promote and implement responsible fishing in the Seychelles fishing zone based on the principle of non-discrimination between the different fleets fishing in those waters.
2. The Parties agree that the Mauritius vessels shall fish only the surplus of the allowable catch as provided for in Article 62(2) and (3) of UNCLOS and established in a transparent manner on the basis of available and relevant scientific advice and relevant information exchanged between the Parties concerning the total fishing effort on the relevant stocks by all fleets operating in the fishing zone, as referred to in the Annex.
3. In the interest of transparency, Seychelles undertakes to make public and exchange information relating to this Agreement authorising Mauritius vessels to fish in the Seychelles fishing zone, and the resulting fishing effort, in particular the number of fishing authorisations issued and the catches reported in accordance with the applicable IOTC confidentiality standard.
4. The Parties shall comply with applicable conservation and management measures adopted by relevant regional fisheries management organisations and in particular the IOTC, duly taking into account regional scientific assessments.
5. The Parties shall endeavour to promote economic co-operation in the fishing and processing industry in Seychelles and Mauritius respectively, with a view to enhancing investments, resource valorisation and job creation and maintain a proper balance between supply and demand of fish.
6. Each Party shall encourage its vessels operating in the other Party to procure goods and services in that State for their fishing activities.
7. The Parties hereby undertake to ensure that this Agreement is implemented in accordance with the policies of both the Seychelles and Mauritius.
8. Each Party shall endeavour to adhere to principles of transparency and, where applicable, economic and social governance, during the implementation of this Agreement.

9. The Parties shall consult prior to adopting any decision that may impact the activities of Mauritius vessels under this Agreement consistent with the rationale of Article 16.
10. Nothing in this Agreement shall authorise, constitute or be construed as a waiver of applicable national legislation by a Party.

#### *Article 4*

##### **Species coverage**

The species covered under this Agreement are highly migratory species as listed in Annex 1 to UNCLOS, with the exclusion of —

- a. the family Alopiidae;
- b. the family Sphyrnidae;
- c. the family Mobulidae; and
- d. the following species: *Cetorhinus maximus*, *Rhincodon typus*, *Carcharodon carcharias*, *Carcharhinus falciformis* and *Carcharhinus longimanus*.

#### *Article 5*

##### **Statistical and scientific cooperation on responsible fishing**

1. The Parties shall cooperate to jointly monitor the status of the tuna and tuna-like stocks covered by this Agreement in the Seychelles fishing zone and support the assessment work carried out by the IOTC.
2. The Parties shall exchange relevant statistical, biological, conservation and environmental information and cooperate in the relevant scientific meetings, as may be required with a view to sustainably manage and conserve the tuna and tuna-like stocks covered by this Agreement.

On the basis of the best available scientific advice provided by the IOTC, the Parties may hold joint consultations within the Joint Committee and, where necessary, agree to take measures for a responsible management of the tuna and tuna-like stocks covered by this Agreement.

#### *Article 6*

##### **Access by Mauritius vessels to the Seychelles fishing zone**

1. Seychelles hereby undertakes to grant fishing opportunities to Mauritius vessels to access Seychelles fishing zone and to engage in fishing activities in accordance with this Agreement and Annex thereto.
2. The fishing opportunities granted to Mauritius vessels under this Agreement shall not be interpreted or construed as establishing, recognising or conferring any historical right, acquired right or entitlement to quota allocation, onto Mauritius, under any existing or future allocation regime adopted or established by the IOTC.
3. Seychelles authorities shall issue fishing authorisations to Mauritius vessels exclusively under this Agreement.

4. Mauritius shall ensure that its vessels comply with this Agreement and the applicable legislation governing fisheries in Seychelles.
5. The Parties shall ensure the implementation of the conditions and arrangements set out in this Agreement.

*Article 7*

**Fishing authorisations**

1. Mauritius vessels may fish in the Seychelles fishing zone provided that they are in possession of a valid fishing authorisation issued by the Seychelles authorities pursuant to this Agreement.
2. The Annex sets out the procedure for the issuance of a fishing authorisation to a Mauritius vessel, the applicable fees and the method of payment by Mauritius vessel owners.

*Article 8*

**Joint Committee**

1. The Parties shall set up a Joint Committee which shall perform the following functions—
  - (a) monitor the implementation of this Agreement;
  - (b) discuss matters of mutual interest relating to fisheries, including statistical analysis of data on catches, sourcing of raw materials for the processing of tuna and tuna-like species by each Party and provision of by-catch in each country for sales on the local market;
  - (c) act as a forum to resolve any matter relating to the implementation of this Agreement;
  - (d) review, when deemed necessary, the level of fishing opportunities, based on best available scientific advice;
  - (e) make recommendations to the Parties on any amendment to the technical provisions of this Agreement; and
  - (f) perform such other function which the Parties may mutually agree.
2. The Joint Committee shall exercise its functions in line with the objectives of this Agreement.
3. The Joint Committee shall meet at least once a year, alternately in Seychelles and in Mauritius, and shall be chaired by the Party hosting the meeting. It shall hold a special meeting at the request of either of the Parties. Each Party shall be responsible for its own travel costs.
4. In urgent cases and where the Parties so agree, the Joint Committee may take decisions via Exchange of Letters.

## *Article 9*

### **Suspension of the implementation of this Agreement**

1. This Agreement may be suspended at the initiative of either Party under either of the following circumstances —
  - (a) any situations beyond the reasonable control of either of the Parties, leading to prevention of fishing activities in the Seychelles fishing zone;
  - (b) where a serious and unresolved dispute occurs between the Parties over the interpretation or implementation of this Agreement.
2. Suspension of the Agreement shall be notified in writing by the suspending Party to the other Party, through diplomatic channel, and shall take effect six (6) months after receipt of such notification, unless the Parties decide by mutual consent to extend this period. The Parties shall enter into consultations after such notification of suspension with a view to finding an amicable settlement to their dispute in accordance with Article 10.
3. Where a settlement is reached, the implementation of this Agreement shall resume and the fees paid shall apply proportionately and pro rata temporis in accordance with the period during which implementation of this Agreement was suspended.

## *Article 10*

### **Dispute settlement**

The Parties shall settle any dispute on the interpretation or application of this Agreement amicably through joint consultations.

## *Article 11*

### **Termination**

1. This Agreement may be terminated by either Party at any time by communicating in writing to the other Party, through diplomatic channels, of its intention to terminate within six (6) months in advance. The termination shall take effect one (1) month after receipt of such notification.
2. Where a notice is issued pursuant to paragraph 1, the Parties shall, through the Joint Committee, hold meaningful joint consultations as to the purported termination.
3. Notwithstanding the issue of the notice of termination and provided the Agreement is not suspended, the Parties shall implement the provisions of this Agreement during the six (6) months period set out in paragraph 1.
4. In the absence of mutual consent of the Parties to continue the Agreement, the termination shall take effect at the expiry of the six (6) months period set out in paragraph 1.

5. In case of termination following a prior period of suspension, the fishing authorisation issued by a Party shall be deemed to have lapsed on the date the suspension takes effect and the fees shall be pro-rated to the latter date.
6. Where termination is to take place without a prior period of suspension, the fishing authorisation shall lapse on the date of termination and the fees shall be pro-rated to the latter date.

#### *Article 12*

#### **Applicable law**

Mauritius vessels authorised to operate in the Seychelles fishing zone under this Agreement shall be governed by the laws of Seychelles unless otherwise provided under this Agreement, in accordance with the applicable principles of international law.

#### *Article 13*

#### **Confidentiality**

1. The Parties undertake to ensure that all nominative data relating to fishing activities in the Seychelles fishing zone under this Agreement, including data collected by observers, are processed in accordance with confidentiality and data protection principles under the applicable law of the respective Parties.
2. Notwithstanding Article 3(3) the Parties shall ensure that only aggregated data related to fishing activities in the Seychelles fishing zone shall be made available to the public.
3. The data and information referred to in paragraph 1 shall be used by the competent authorities exclusively for the purpose of implementing this Agreement and for the purpose of fisheries management, monitoring, control and surveillance.
4. Personal data that is processed by Seychelles authorities, shall be processed in a manner that ensures its protection, including against unauthorised or unlawful processing, and shall not be kept beyond the time necessary for the purpose for which the data were exchanged.
5. The Joint Committee may establish appropriate safeguards and legal remedies in accordance with the relevant Seychelles legislation on the protection of personal data.

#### *Article 14*

#### **Electronic exchanges of data**

1. The Parties 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 equivalent to the original version.
2. Either Party shall immediately notify the other Party of any disruption of a computer system impeding such exchanges. When such disruptions occur, 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.

*Article 15*

**Mid-term review**

The Parties may decide to conduct a mid-term review to assess the implementation and effectiveness of this Agreement.

*Article 16*

**Amendment**

Any amendment to this Agreement shall be mutually agreed by the Parties in writing.

*Article 17*

**Surviving obligations following expiry or termination**

The termination or expiry of this Agreement in accordance with Articles 11 or 17 respectively shall not affect any civil or criminal liability in respect of—

- a. a breach by a Mauritius vessel of any applicable law of Seychelles or condition set in the fishing authorisation; or
- b. any outstanding fee or due related to the fishing authorisation or operations, which occurred prior to the termination or expiration of this Agreement.

*Article 18*

**Duration and renewal**

This Agreement shall be valid for a period of three (3) years as from the date of its entry into force and shall be renewed through expression of intention by one Party and confirmation in writing by the other Party, through diplomatic channel. The intention to renew shall be communicated six (6) months before the expiry of the Agreement and the confirmation shall be communicated within three (3) months of notification of the intention.

*Article 19*

**Entry into force**

This Agreement shall enter into force retrospectively from the 1<sup>st</sup> day of January 2026.

**IN WITNESS WHEREOF** the undersigned authorised representatives of the Parties have signed this Agreement on this \_\_\_\_\_ day of March 2026 in two original texts in the English language.

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

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

\_\_\_\_\_  
**Dr. Arvin Boolell, G.O.S.K**  
**Minister of Agro-Industry, Food Security,  
Blue Economy and Fisheries**

\_\_\_\_\_  
**Mr. Wallace Cosgrow**  
**Principal Minister, Minister for Fisheries,  
Agriculture and Blue Economy**

## ANNEX

### CONDITIONS FOR THE EXERCISE OF FISHING ACTIVITIES BY MAURITIUS VESSELS IN THE SEYCHELLES FISHING ZONE

#### CHAPTER I

##### GENERAL PROVISIONS

#### 1. General obligations

Mauritius vessels in respect of which a fishing authorisation has been issued in accordance with this Agreement shall comply with the provisions of the applicable legislation of the Republic of Seychelles and its fisheries policies concerning the sustainable exploitation and conservation and control measures and other relevant provisions governing fishing in the Seychelles fishing zone, and the provisions laid down in this Agreement.

#### 2. Fishing zone

- (a) Seychelles shall provide Mauritius with the geographic coordinates of the fishing zone in which Mauritius vessels may operate pursuant to this Agreement.
- (b) Mauritius vessels shall be prohibited from using longline and purse-seine on tuna and tuna-like species inside the areas defined as areas where fishing is prohibited by foreign fishing vessels under the legislation of the Republic of Seychelles in relation to fisheries.
- (c) Seychelles shall notify Mauritius of any modification to the Seychelles fishing zone one month before such modification enters into force.

#### 3. Labour

The employment of seafarers shall be governed by the International Labour Organisation (ILO) Declaration on Fundamental Principles and Rights at Work of 1998 (amended in 2022) and 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 as follows —
  - (a) 7 tuna purse-seiners, and
  - (b) 20 tuna longliners.
2. Support vessels shall be authorised subject to the conditions set out in this Annex and in accordance with the applicable IOTC resolutions.

3. Mauritius vessels shall engage in fishing activities in the Seychelles fishing zone provided they are in possession of a fishing authorisation issued in accordance with Article 7 of this Agreement and the conditions established in this Annex.

## CHAPTER III

### FISHING AUTHORISATIONS

#### SECTION 1

##### Application and issue of fishing authorisations

A fishing authorisation is valid for one calendar year from 1 January to 31 December.

##### Conditions for obtaining a fishing authorisation

A Mauritius fishing vessel shall be eligible to the grant of a fishing authorisation under this Agreement where it —

- (a) is authorised by Mauritius to carry out fishing activities under this Agreement;
- (b) is on the list of authorised fishing vessels of the IOTC;
- (c) is not included in an IUU list of any regional fisheries management organisation; and
- (d) has complied with its obligations deriving from its previous activities in the Seychelles fishing zone and paid the applicable advance fee as provided for in this Annex.

##### Application for a fishing authorisation

1. All Mauritius vessels applying for a fishing authorisation shall be represented by an agent who is a resident of Seychelles. The full name, address and contact details of that agent shall be stated in the application.
2. The Mauritius authorities shall submit to Seychelles authorities a fishing authorisation application for each Mauritius vessel requesting to fish under this Agreement at least 20 days before the expected starting date of the fishing activities.
3. Each application shall be submitted on a form drawn up in accordance with the specimen in Appendix 1 and shall be accompanied by the following information:
  - (a) proof of payment of the 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 visible on the hull; any other documents or certificates required under the specific rules applicable to the type of vessel concerned pursuant to this Agreement; and
  - (c) a copy of the International Tonnage Certificate (1969) for vessels applying for a fishing authorisation for the first time under the Agreement.

4. All payments related to authorisations shall be paid into a bank account in Seychelles, the details of which shall be provided by Seychelles before the entry into force of this Agreement. The associated costs linked to bank transfers shall be borne by vessel owners or their agents.
5. Fees shall include all national and local charges except for port taxes and service charges. They shall include all non-operational costs.

#### Issuing of the fishing authorisation

1. Fishing authorisations for Mauritius vessels shall be issued to the vessel's agents within 15 days after all the required documents referred to in point 3 have been received by the Seychelles authorities. The Seychelles authorities shall adopt a decision on the list of authorised vessels and shall send a copy of the fishing authorisations to the Mauritius authorities.
2. A Mauritius vessel which has been granted a fishing authorisation shall keep on board at all times the fishing authorisation or a copy of the decision mentioned in the first paragraph.

#### Transfer of the fishing authorisation

1. A fishing authorisation shall be issued for a specific Mauritius vessel and shall not be transferable except in the event of force majeure.
2. Where Seychelles is satisfied that there is force majeure, a Mauritius vessel's fishing authorisation may be transferred at the request of Mauritius and upon approval of the Seychelles authorities for the remaining period of its validity to another eligible Mauritius vessel with similar characteristics, with no further fee due.
3. Any transfer of fishing authorisation shall take effect on the day that it is issued by the Seychelles authorities. Mauritius authorities shall be notified of the change and receive a copy of the new fishing authorisation forthwith.

## SECTION 2

### Support vessels

1. Seychelles authorities shall authorise the Mauritius vessels which are in possession of a fishing authorisation to be assisted by support vessels. The support vessels shall fly the flag of Mauritius and shall not be equipped for catching fish or be used for transhipments.
2. The reporting requirements regarding support vessels shall comply with applicable IOTC obligations and national legislation.
3. Support vessels flying the flag of Mauritius shall be subject to the same authorisation procedures governing the issuance and transmission of fishing authorisation applications as described in Section 1, to the extent applicable to them.

## SECTION 3

### Fishing authorisation conditions – advance fee payments

The advance fee payment to be made by the fishing vessel owners of the Mauritius vessels at the time of application for a fishing authorisation to be issued by the Seychelles authorities shall be as follows:

#### *Tuna purse seine vessels*

EUR 143,000 per vessel per year.

#### *Tuna longline vessels*

EUR 22,750 per vessel for a period of six months; or

EUR 39,000 per vessel per year.

#### *Support vessels*

EUR 5,000 per vessel per year.

#### *VMS administration fee*

EUR 1,200 per vessel per year

## CHAPTER IV

### MONITORING

#### SECTION 1

##### Catch Notification

1. All Mauritius vessels authorised to fish in the Seychelles fishing zone under this Agreement shall communicate their catches daily to the Seychelles authorities by submitting their logbooks and in the following manner, until such time as the Electronic Reporting System (ERS) is implemented by both Parties.
2. Mauritius vessels authorised to fish in the Seychelles fishing zone shall, on a daily basis complete a statement of catch form complying with applicable IOTC resolutions for every set of each fishing trip they undertake in the Seychelles fishing zone. While in the Seychelles fishing zone, Mauritius vessels shall report every three days to Seychelles authorities by electronic means, the information required in the format provided in Appendix 4. Any amendment to that form shall be subject to the prior approval of the Joint Committee.
3. Notwithstanding an absence of catches, the statement of catch form shall be duly filled and provided by the master of the vessel. 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 Seychelles authorities may suspend the fishing authorisation of the Mauritius vessel concerned until the missing catch report is obtained and penalise the vessel owner in accordance with the relevant provisions under the national legislation in force. If the offence is repeated, the Seychelles authorities may refuse to renew the fishing authorisation. The Seychelles authorities shall inform the Mauritius authorities immediately of any sanction applied in this context.
5. Mauritius shall provide the Seychelles authorities, before the end of each quarter, the aggregated data for the previous quarters of the current year, indicating the quantities of catch per vessel, per month, and per species. Those data shall be considered provisional.
6. Once the ERS is fully operational, the Mauritius authorities 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 4, shall be used.
7. The Seychelles authorities may report to the Mauritius authorities any inconsistency between data in the electronic fishing logbook provided by the Electronic Reporting System (ERS), vessels logbooks and observer data or other information. In that case, the Mauritius authorities shall conduct investigations and update data as necessary.

## SECTION 2

### Electronic Reporting System (ERS)

1. Upon the operationalisation of the ERS by both Parties, Mauritius vessels shall use ERS for the declaration of catches, as follows —
  - (a) the master of the Mauritius vessel carrying out fishing activities under this Agreement shall keep an electronic fishing logbook through the designated ERS application; and
  - (b) any Mauritius vessel not equipped with ERS, 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 applicable 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, in accordance to applicable IOTC resolutions, for each fishing operation.
4. If the Mauritius vessel 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 Mauritius. The transmissions shall include the following —
  - (a) the vessel identification numbers and the name of the fishing vessel;
  - (b) the FAO 3-alpha code of each species;
  - (c) the relevant geographical area (latitude and longitude) in which the catches were taken;

- (d) the date and the time of the catches;
  - (e) the date and time of departure from and arrival at the port;
  - (f) the type of gear and, where applicable the technical specifications and dimensions;
  - (g) 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; and
  - (h) 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. Mauritius authorities shall ensure that the data are received and recorded in a computer database enabling the data to be stored securely for at least 36 months.
  7. The Seychelles and Mauritius authorities shall ensure that they have the necessary IT equipment and software to automatically exchange ERS data. ERS data shall be exchanged in a standardised form provided by the Seychelles FMC, and any changes to standards shall be implemented within six months.
  8. The Mauritius FMC 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 Mauritius FMC shall automatically and without delay forward time critical ERS messages (namely COE, COX, PNO) received from the Mauritius vessels to the Seychelles FMC.
  10. Daily fishing activity reports (FAR) of the Mauritius vessels shall be made available to the Seychelles FMC automatically and without delay.
  11. The transmission of ERS data shall use electronic means of communication managed by the Seychelles authorities, identified at DEH (data exchange highway).
  12. Seychelles and Mauritius authorities shall each designate one ERS correspondent who shall act as the contact point. They shall communicate to each other the contact details of their respective ERS correspondent.
  13. The arrangements for reporting catches by ERS and the procedures in the event of malfunction are set out in Appendix 3.
  14. The Seychelles authorities shall handle data on the fishing activities of individual Mauritius vessels in a confidential and secure manner.
  15. In case of any technical problem 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 a Mauritius vessel shall be defined as follows —

- (a) the period between entering and leaving the Seychelles fishing zone;
  - (b) the period between entering the Seychelles fishing zone and a transshipment, or
  - (c) the period between entering the Seychelles fishing zone and a landing in Seychelles.
2. Mauritius vessels shall notify the Seychelles authorities at least 24 hours in advance of their intention to enter or leave the Seychelles fishing zone.
  3. While notifying entry or exit, the Mauritius vessels 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 4, by e-mail or alternatively through ERS, to the contact details provided by the Seychelles authorities.
  4. It shall be a criminal offence for any Mauritius vessel found to be fishing without prior notification to the Seychelles authorities. The said Mauritius vessel, together with its owner, agent and master, are subject to legal action, and liable to such penalty set referred to in Chapter VIII.

## SECTION 4

### Landing

1. The term "by-catch" has the same meaning as in the IOTC context.
2. The designated port for landing activities in Seychelles is Victoria, Mahé.
3. All Mauritius vessels purporting to land catches in the Seychelles designated port shall notify the following information to the 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; and
  - (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. Mauritius vessels shall therefore submit their Landing Declarations to the Seychelles authorities and to the Mauritius authorities, not later than 24 hours after completion of the landing, or in any event, before the vessel leaves port.

## SECTION 5

### Transshipment

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 may only be carried out in Port Victoria.

2. In the case of a transshipment in the port of Seychelles, the Mauritius vessel owner 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 —
  - (a) the transshipment port or area where the operation will occur;
  - (b) the name and the International Radio Call Sign (IRCS) of the donor vessel;
  - (c) where applicable, the name and the IRCS of the receiving vessel or reefer;
  - (d) where applicable, the storage facilities;
  - (e) the date and time of transshipment;
  - (f) where possible, the next point of destination;
  - (g) the quantity in kilogram, by species to be transhipped; and
  - (h) the product form presentation.
3. Transshipment shall be considered as an exit from Seychelles fishing zone as defined in Section 3.1. Mauritius vessels shall submit their catch declarations to the Seychelles authorities and to the Mauritius authorities, no later than 24 hours after completion of the transshipment, or in any event, before the donor vessel leaves port, whichever occurs first.

## SECTION 6

### Vessel Monitoring System (VMS)

1. The Mauritius vessels 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 Seychelles and make use of the VMS in accordance with Appendix 5.
2. It is prohibited to move, disconnect, destroy, damage, interfere with or render inoperative the vessel tracking device and/or vessel monitoring device placed on board the Mauritius vessels for the purpose of data transmission or to intentionally alter, divert or falsify data transmitted or recorded by such a system.
3. Mauritius vessels shall communicate their position automatically and continuously, at least every hour, to the Mauritius FMC, in accordance with Appendix 5.

#### Secure communication of position messages from Mauritius

1. Mauritius FMC shall automatically send the position messages of the Mauritius vessels concerned to the Seychelles FMC via a direct HTTPS connection. The Seychelles FMC and the Mauritius FMC shall exchange their contact email addresses and inform each other immediately of any change to these addresses.
2. The Seychelles FMC shall inform Mauritius FMC of any interruption in the reception of consecutive position messages from a Mauritius vessel holding a fishing authorisation, if the vessel concerned has not notified its exit from the Seychelles fishing zone.

#### Malfunction of the communication system

1. The Seychelles FMC shall ensure the compatibility of its electronic equipment with Mauritius FMC and inform the Mauritius FMC immediately of any malfunction concerning the sending and receiving of position messages with a view to finding a technical solution as soon as possible.
2. If the non-receipt of the VMS data by the Seychelles FMC is as a result of the failure of the electronic systems, in consultation with the other Party, the Party concerned shall take prompt action to resolve the problem rapidly. The other Party shall be notified once the problem has been resolved. The data not received by Seychelles shall be provided to it as soon as the problem is resolved. Until the problem is resolved, the Mauritius FMC shall communicate to the Seychelles FMC every 24 hours, by email, position messages received for the periods of presence of the Mauritius vessels in Seychelles fishing zone. The Joint Committee shall deal with any dispute that may arise.
3. Communication failures between the Seychelles FMC and the Mauritius FMC shall not affect the normal operation of the vessels' fishing activities. In particular, a vessel shall not be considered in infraction when such failure is identified.
4. The master of a Mauritius vessel shall commit an offence if the vessel's Vessel Tracking Device (VTD) is found to have been tampered with in order to disrupt its operation or falsify its position messages. Any infringement shall be subject to such prosecution and penalty provided for under the applicable legislation of Seychelles.

#### Revision of the frequency of position messages

1. On the basis of documentary evidence pointing to an infringement, the Seychelles FMC may ask the Mauritius FMC, with a copy to the Seychelles and Mauritius authorities, to reduce the interval for sending position messages from a Mauritius vessel to every 30 minutes for a set period of investigation. The Seychelles FMC shall send that documentary evidence to the Mauritius FMC and to the Seychelles and Mauritius authorities. The Mauritius FMC shall immediately send position messages to the Seychelles FMC at the new frequency.
2. At the end of the set investigation period, the Seychelles FMC shall inform the Mauritius FMC and the Seychelles and Mauritius authorities, of any follow-up action required.

## CHAPTER V

### OBSERVERS

The Parties recognise the importance of complying with the obligations of applicable IOTC resolutions with regard to the Regional Observer Schemes (ROS) and their respective legislation, including electronic observation schemes. 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

1. The Mauritius vessels authorised to fish in the Seychelles fishing zone shall, at the request of the Seychelles authorities, embark one observer, in the context of a national or regional observation programme under the terms set out below. The embarkation of additional observers shall also be considered on a case by case basis.

2. The Seychelles authorities shall draw up a list of Mauritius vessels designated to embark an observer and a list of appointed observers, while taking into account the characteristics of the vessels and possible space limitations due to security requirements. The list shall be kept up to date and forwarded to the Mauritius authorities as soon as it has been drawn up, and each time it is updated.
3. The Seychelles authorities shall communicate to the owner or agent of the Mauritius vessel concerned, the name of the designated observer not later than 15 days before the scientific observer's planned embarkation date.

#### Embarkation conditions

1. The time spent on board by observers shall be fixed by the Seychelles authorities and, as a general rule, shall not exceed the time required to carry out their duties. In the context of a regional observer programme, the observer may remain on board for a mutually agreed extended period.
2. The Seychelles authorities shall inform the Mauritius vessel owners or their agents thereof when notifying the name of the designated observer.
3. The conditions for embarkation of observers shall be agreed between the vessel owners and Seychelles authorities after the notification of the designated scientific observers.
4. Within two weeks, and upon giving ten days' notice, the vessel owners of the Mauritius vessels concerned shall make known at which port, and on what dates they intend to take observers on board.
5. Where observers are taken on board in a foreign port, their travel costs shall be borne by the vessel owner. Should a Mauritius vessel with an observer designated by the Seychelles authorities on board leave the Seychelles fishing zone, all measures shall be taken to ensure that the observer safely returns to Seychelles as soon as possible at the expense of the vessel owner, unless the observer is continuing with the Mauritius vessel in the context of his observer duties through another Agreement or observer programme.
6. If the observer is not present at the time and place agreed and during the six hours following the time agreed, the Mauritius vessel owner shall be relieved of the obligation to take the observer on board.
7. Mauritius vessel owners shall bear the cost of providing board and accommodation for observers in the same conditions as for the officers on board the vessel.

Observers shall be treated as officers.

The salary and applicable taxes of the observers shall be borne by the vessel owner through the Seychelles authority.

#### Observer's duties

1. The observers shall observe and record the fishing activities of the vessels for scientific purposes, in particular —
  - the species, quantity, size and condition of fish taken, including targeted species and by-catches, and of incidental catches of sharks, marine mammals, turtles, cetaceans, mobulids rays and sea birds;
  - the method by which, the areas in which, and the depth at which, fish are taken;

- monitor and record all deployment and interactions with drifting Fish Aggregating Devices (DFAD);
  - the position of Mauritius vessels engaged in fishing operations and the fishing gear used;
  - the catch data for Seychelles fishing zone recorded in the logbook, including the percentage of by-catches and an estimation of discards; and
  - where relevant, processing, transshipment, storage, or disposal of any fish.
2. The observers shall maintain a regular communication channel with the Seychelles authorities, making use of the communication means available on board the Mauritius vessel.
  3. In addition, the observer may carry out other duties such as —
    - perform biological sampling in the context of a scientific programme;
    - monitor the impact of the fishing activities on the resource and on the environment; and
    - collect information when encountering marine mammals (photographs, position of the vessel, census of the number of individuals, behaviour, etc.).
  4. The master of a Mauritius vessel shall ensure the physical safety and welfare of any observer whilst the latter is on board.
  5. The observers shall be offered every facility needed to carry out their duties. The masters shall give them access to the means of communication needed for the discharge of their duties, to documents regarding the vessel's fishing activities, in particular the logbook and the navigation log, and to those parts of the vessel necessary to facilitate the performance of their tasks as observers.

#### Observer's obligations

1. While on board, the observers shall —
  - take all appropriate steps to ensure that the conditions of their boarding and presence on Mauritius vessel neither interrupt nor hamper fishing operations;
  - take necessary care with regard to the material and equipment on board; and
  - ensure the confidentiality of all data and documents regarding the Mauritius vessel and its activities and any information collected.
2. At the end of the embarkation, the observer shall draw up an activity report to be transmitted to the Seychelles authorities, with a copy to the Mauritius authorities within 30 days. The report shall be signed by the observer.

## CHAPTER VI

### CONSERVATION TECHNICAL MEASURES

1. Conservation technical measures applicable to the Mauritius vessels holding a fishing authorisation for the Seychelles fishing zone, are outlined in the technical sheet contained in Appendix 2.

2. Mauritius vessels shall comply with all the applicable resolutions adopted by the IOTC and the provisions under the relevant Seychelles legislation unless otherwise provided by this Agreement and in accordance with the principles of international law.

Mauritius vessels shall conduct all authorised fishing activities in a manner which shall not disrupt artisanal or local-based fisheries.

3. The Parties shall cooperate to reduce incidental catches of protected species, in particular sharks, all marine turtles and marine mammals, cetaceans, mobulids rays and of seabirds and reef fish. Mauritius vessels shall endeavour to apply technical measures in order to improve the selectivity of fishing gears and to reduce the incidental catch of non-targeted species.
4. To reduce the entanglement of sharks, marine turtles or any other non-targeted species, Mauritius 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, Mauritius vessels shall use natural or biodegradable materials for FADs and retrieve them in Seychelles fishing zone when they become non-operational FADs.
5. For the purpose of environmental management, vessel owners shall contribute a fee of EUR 2,25 per Gross Tonnage towards measures contributing to the protection of biodiversity, and the observation and preservation of marine ecosystems in the Seychelles fishing zone. Regular reporting on the utilisation of this contribution shall be done to the Joint Committee.

## CHAPTER VII

### CONTROL AND INSPECTION

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

#### Inspection at sea and in port

1. Inspections at sea, in port or off port in the Seychelles fishing zone on authorised Mauritius vessels holding a fishing authorisation shall be carried out by inspectors from Seychelles authorities who are clearly identified as being authorised to carry out fishing inspections.
2. Masters of Mauritius vessels engaged in fishing activities in the Seychelles fishing zone shall cooperate with any authorised and duly identified officers carrying out inspection and control of fishing activities.
3. 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.
4. The authorised inspection officers shall only stay on board the Mauritius vessels 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.
5. Images (photos or videos) made during inspections shall be intended for the authorities responsible for fisheries control and surveillance. They shall not be made public unless national legislation provides otherwise.

6. The Seychelles authorities may, on the request of Mauritius or a body designated by it, allow Fisheries Control Officers to take part in the inspection of the activities of Mauritius vessels as observers or to carry out joint inspections, including during transshipments. In the exercise of their duties, the Fisheries Control Officers and inspectors deployed by the Parties shall abide by the provisions on the conduct of inspections laid down respectively in Seychelles and Mauritius legislation.
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 from Seychelles shall give a copy of the inspection report to the master of the Mauritius vessel before leaving the vessel.
8. The Seychelles authorities shall inform the Mauritius authorities of inspections carried out within 24 hours of their completion and of any infringements found and send the inspection report as soon as possible. If applicable, a copy of the resulting infringement shall be sent to the Mauritius authorities within a maximum of seven days after the authorised inspection officer's return to port.
9. Where the provisions set out in this Chapter are not complied with, the Seychelles authorities reserves the right to suspend the fishing authorisation of the offending Mauritius vessel until formalities have been completed and to apply the penalty laid down in Seychelles legislation. The Mauritius authorities shall be informed thereof.

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

1. In order to strengthen efforts in the fight against IUU fishing, masters of the Mauritius vessels shall report the presence of any vessel in the Seychelles fishing zone engaged in suspected activities which may constitute IUU fishing, providing as much information as possible about what has been sighted. Sighting reports shall be sent without delay to the Seychelles authorities.
2. The Seychelles authorities shall forward to the Mauritius authorities any sighting reports it has on Mauritius vessels engaged in activities which may constitute IUU fishing in the Seychelles fishing zone.

## CHAPTER VIII

### ENFORCEMENT

#### Sanctions

1. In the event of failure to observe the provisions of the above chapters, applicable conservation and management measures, or the Seychelles legislation, Mauritius vessels, including their owner and master, shall be subject to the penalties and sanctions provided for in accordance with the Seychelles legislation.
2. The Mauritius authorities shall be immediately and fully informed of any sanctions and of all relevant facts related thereto.
3. Where a sanction takes the form of suspension or revocation of a fishing authorisation, during the remaining period of the validity of a fishing authorisation which has been suspended or revoked, Mauritius may request another fishing authorisation which would have otherwise been applicable, for a Mauritius vessel from another vessel owner.

#### Arrest and detention of fishing vessels

The Seychelles authorities shall immediately inform the Mauritius authorities of the arrest or detention of any Mauritius 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.

#### Information exchange procedure in the event of arrest or detention

1. Whilst respecting the deadlines and procedures of legal proceedings as provided for by the Seychelles legislation relating to arrest or detention, a consultation meeting shall be held, upon receipt of the above information, between the Seychelles and the Mauritius authorities.
2. At the meeting, the Parties shall exchange any relevant documentation or information helping to clarify the circumstances of the established facts. The vessel owner or its agent shall be informed of the outcome of the meeting and of any measures resulting from the arrest or detention.

#### Settlement of arrest or detention

1. An attempt shall be made to resolve the alleged infringement in relation to a Mauritius vessel amicably or by compounding within 14 days of the arrest and/or detention, in conformity with Seychelles legislation.
2. In the event of an amicable settlement, the settlement shall be determined in accordance with the procedures provided for in Seychelles legislation. If such an amicable settlement is not possible, the legal proceedings shall take their course.
3. The Mauritius vessel shall be released and its master discharged once the obligations arising under the amicable settlement have been fulfilled or the legal proceedings have been completed unless a forfeiture order is issued.
4. The Mauritius authorities shall be kept informed of any proceedings initiated and penalties imposed.

## **Appendices**

1. Application for foreign fishing licence template
2. Technical sheet for Mauritius vessels conducting fishing activities in Seychelles
3. Implementation of the Electronic Reporting System (ERS)
4. Communication format reports
5. Vessel Monitoring System (VMS)

*Appendix 1*

Application for foreign fishing licence template



**SEYCHELLES  
FISHERIES  
AUTHORITY**

P.O Box 449, Fing Port, Victoria Mahe, Seychelles, [info@sfa.sc](mailto:info@sfa.sc), +248 4670300, [www.sfa.sc](http://www.sfa.sc)

**APPLICATION FOR FOREIGN FISHING LICENCE**

Name of Applicant \_\_\_\_\_  
Company registration no. \_\_\_\_\_  
Business / postal address \_\_\_\_\_  
Tel No. \_\_\_\_\_ Fax No \_\_\_\_\_ e-mail \_\_\_\_\_  
Name of vessel owner or chartered if different from above \_\_\_\_\_  
\_\_\_\_\_

**VESSEL DETAILS**

Name of Skipper \_\_\_\_\_  
Name of Vessel \_\_\_\_\_ Registration no. \_\_\_\_\_  
Port and Country of registration \_\_\_\_\_  
Type of vessel \_\_\_\_\_ IMO No. \_\_\_\_\_  
IOTC No. \_\_\_\_\_ and/or OPRT No \_\_\_\_\_  
Vessel Length (M) \_\_\_\_\_ Vessel width (M) \_\_\_\_\_  
Gross Registered Tonnage \_\_\_\_\_ Net registered Tonnage \_\_\_\_\_  
Engine Type and Horsepower \_\_\_\_\_  
Radio Call Sign \_\_\_\_\_ Frequency \_\_\_\_\_

**Description of fishing operation authorised;** \_\_\_\_\_

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

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

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

**Reporting requirement:** AS PER FISHERIES ACT AND REGULATION

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

**Authorised port of landing: PORT VICTORIA MAHE SEYCHELLES**

License period requested from \_\_\_\_\_ to \_\_\_\_\_

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

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

-----

Licence fee SR... ..

Cash/Cheque No... .. Receipt No ... ..

Signature of Cashier: ... ..

-----

**FOR OFFICIAL USE**

*Appendix 2*

Technical sheet for Mauritius vessels conducting fishing activities in Seychelles

<b>Fishing zone:</b>	
Beyond 12 nautical miles from the baseline, excluding zones prohibited for fishing	
<b>Authorised categories:</b>	
Tuna purse seine vessels: 7	
Surface longliners: 20	
Support vessels: in accordance with IOTC requirements	
<b>Fees:</b>	
Advance fee	<u>Tuna purse seine vessel:</u> EUR 143,000 per vessel per year <u>Tuna longline vessels:</u> EUR 22,750 (6 months) per vessel EUR 39,000 per vessel for 1 year
Support vessel authorisation fee	EUR 5,000 per vessel per year
VMS administration fee	EUR 1,200 per vessel per year
Environmental management and observation of marine ecosystems contribution	EUR 2.25 per GT per year

### *Appendix 3*

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

##### General provisions

All Mauritius vessels must be equipped with an electronic system, hereinafter referred to as "ERS", 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.

A Mauritius vessel that is not equipped with an ERS, or if the ERS installed on board is not functional, shall not be allowed to enter in the Seychelles fishing zone to conduct fishing activities.

The ERS data shall be transmitted in accordance with the present guidelines to the Mauritius FMC, which shall ensure the automatic transmission to the Seychelles FMC.

##### ERS communications

Seychelles and Mauritius authorities shall designate an ERS correspondent who will act as the point of contact for matters concerning the implementation of these provisions. Seychelles and Mauritius authorities shall notify each other of the contact details of their ERS correspondents and, where appropriate, update that information without delay.

ERS data shall be transmitted by the Mauritius vessels to Mauritius, which shall make them automatically available to the Seychelles authorities.

ERS data shall be transmitted automatically to the Seychelles FMC via Data Exchange Highway (DEH) or through an authorised service provider.

Mauritius FMC shall transmit instant messages from the Mauritius vessels (COE, COX, PNO) automatically and without delay to the Seychelles FMC.

Other types of messages shall also be automatically transmitted once a day from the effective date of the use of the UN/CEFACT format or, until then, made available without delay to the Seychelles FMC upon request and also to the Mauritius FMC.

As from the effective implementation of the new format, the latter delivery mode shall only concern specific requests for historical data.

Seychelles FMC shall confirm that it has received the instant ERS data sent to it, by means of a return message acknowledging receipt and confirming the validity of the message received. No acknowledgement of receipt shall be provided for data that Seychelles receives in response to its request. Seychelles shall handle all ERS data confidentially.

##### Failure of the electronic transmission system

The Seychelles and Mauritius FMCs shall inform each other without delay of any event likely to affect the transmission of the ERS data of the Mauritius vessels and shall inform the Seychelles authorities accordingly.

If the Seychelles FMC does not receive the data to be transmitted by a Mauritius vessel while in Seychelles fishing zone, it shall notify this to Mauritius FMC without delay. Mauritius FMC shall

promptly investigate the reasons for the non-receipt of ERS data and inform the Seychelles FMC of the outcome of those investigations.

Where a failure occurs in the transmission between the Mauritius vessel and Mauritius FMC, Mauritius FMC shall notify this without delay to the master or the operator of the Mauritius vessel. On receipt of this notification, the master of the Mauritius vessel shall transmit the missing data to the Mauritius authorities by any appropriate means of telecommunication every day, not later than 24 hours.

In the event of a failure of the electronic transmission system installed on board the Mauritius vessel, the master or the operator of the vessel shall ensure that the ERS is repaired or replaced within 10 days of the failure being detected. Once that deadline has passed, the Mauritius vessel shall no longer be authorised to fish in Seychelles fishing zone and shall leave or call at the Seychelles port within 24 hours. The Mauritius vessel shall not be authorised to return to the Seychelles fishing zone until Mauritius FMC has established that the ERS system is functioning correctly again.

- (a) If the non-receipt of ERS data by Seychelles authorities is caused by the failure of the electronic systems under the supervision of either Seychelles or Mauritius authorities, the Party in question shall take prompt action to resolve the problem rapidly. The other Party shall be notified once the problem has been resolved.
- (b) Every 24 hours, the Mauritius FMC shall send to the Seychelles FMC all the ERS data received by the former since the last transmission, using any electronic means of communication available. The same procedure may be applied at the request of Seychelles FMC in the event of maintenance operations lasting more than 24 hours and affecting the systems under the supervision of the Mauritius authorities. In such an event the Mauritius vessels shall not be considered to be in breach of their obligation to transmit their ERS data. Mauritius FMC shall ensure that the missing data are entered into the electronic database it keeps, referred to in Chapter IV, Section 2(6).

#### Alternative means of communication

The email addresses of the Seychelles FMC [fmcsc@sfa.sc](mailto:fmcsc@sfa.sc); [monitoring@sfa.sc](mailto:monitoring@sfa.sc) shall be used in the event of a failure in the ERS/VMS communications and for —

- notifications of entry/exit and on-board catches on entry and exit;
- notifications of transshipment and catches transhipped and remaining on board; and
- temporarily, substitute ERS and VMS communications in the event of failures.

#### *Appendix 4*

#### Communication Format Reports

##### 1. 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.

2. Exit Report (COX)<sup>1</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>1</sup> Sent 6 Hours before exiting the Seychelles Fishing Zone.

3. Prior Notification (PNO)<sup>1</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>1</sup> Sent prior to arrival in port.

4. Daily Fishing Activity Report (FAR) once inside Seychelles Fishing Zone<sup>1</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 — [fmcs@sfsc.sc](mailto:fmcs@sfsc.sc)

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<sup>1</sup> Every 3 days after entering the Seychelles Fishing Zone.

## Appendix 5

### Vessel Monitoring System (VMS)

#### Vessel position messages

The first position of the Mauritius vessels 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".

Mauritius FMC shall ensure the automatic processing and, if necessary, the electronic transmission of the position messages of Mauritius vessels. The position messages of the Mauritius vessels shall be recorded in a secure manner and kept for a period of three years by Mauritius FMC.

Transmission by the Mauritius vessel in the event of breakdown of the Vessel Tracking Device (VTD)

The master of the Mauritius vessel shall ensure at all times that the VTD of his vessel is fully operational and that the position messages are correctly transmitted to Mauritius FMC.

In the event of breakdown, the VTD of the Mauritius vessel shall be repaired or replaced within 30 days. If the VTD has not been repaired or replaced within 30 days, the Mauritius vessel shall no longer be authorised to fish in Seychelles fishing zone.

Mauritius vessels fishing in the Seychelles fishing zone with a defective VTD shall communicate their position messages by electronic means to Mauritius FMC at least every four hours, providing all the mandatory information, including hourly positions.

#### Sending of VMS messages to the Seychelles authorities

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

**To insert the field NA which indicates the vessel name (type Char\*37)**

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)
Name	NA	M	Name of Vessel
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)

Data	Code	Mandatory / optional	Content
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)
Latitude	LT	M	Vessel position detail – in degrees and decimal degrees +(-)DD.ddd (e.g //LT/45.544// or //LT/-23.743//)
Longitude	LG	M	Vessel position detail – Position in degrees and decimal degrees +(-)DDD.ddd ( e.g //LT/45.544// or //LT/-23.743//)
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

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.