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PROPOSAL

From:	Secretary-General of the European Commission, signed by Mr Jordi AYET PUIGARNAU, Director
date of receipt:	7 January 2020
To:	Mr Jeppe TRANHOLM-MIKKELSEN, Secretary-General of the Council of the European Union
No. Cion doc.:	COM(2020) 3 final - ANNEXES 1 - 2
Subject:	ANNEXES to the Proposal for a Council Decision on the signing, on behalf of the Union, and the provisional application of the Sustainable Fisheries Partnership Agreement and its Implementing Protocol (2020-2026) between the European Union and the Republic of Seychelles

Delegations will find attached document COM(2020) 3 final - ANNEXES 1 - 2.

Encl.: COM(2020) 3 final - ANNEXES 1 - 2

EUROPEAN
COMMISSION

Brussels, 7.1.2020
COM(2020) 3 final

ANNEXES 1 to 2

ANNEXES

to the

Proposal for a

Council Decision on the signing, on behalf of the Union, and the provisional application of the Sustainable Fisheries Partnership Agreement and its Implementing Protocol (2020-2026) between the European Union and the Republic of Seychelles

ANNEX I

SUSTAINABLE FISHERIES PARTNERSHIP AGREEMENT

between the European Union and the Republic of Seychelles

THE EUROPEAN UNION, hereinafter referred to as 'the Union',

and

THE REPUBLIC OF SEYCHELLES, hereinafter referred to as 'Seychelles',

both hereinafter referred to as the 'Parties',

CONSIDERING the close cooperation between the Union and Seychelles, particularly in the context of the Cotonou Agreement, and their mutual desire to intensify that relationship,

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

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,

DETERMINED to apply the resolutions and recommendations taken by the Indian Ocean Tuna Commission (IOTC) and other relevant regional organisations,

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,

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,

INTENDING, to these ends, to maintain a dialogue on the sectoral fisheries policy of Seychelles and to identify the appropriate means of ensuring that this policy is effectively implemented and that economic operators and civil society are involved in the process,

DESIROUS of establishing terms and conditions governing the fishing activities of the Union fishing vessels in the waters of Seychelles and the Union support for developing sustainable responsible fishing in those waters,

DESIROUS of applying the principle of non-discrimination for all foreign fishing vessels operating in the Seychelles fishing zone which have the same characteristics and target the same species as those covered by this Agreement and its implementing Protocol,

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

HEREBY AGREE AS FOLLOWS:

Article 1

Scope

This Agreement establishes the principles, rules and procedures governing:

– economic, financial, technical and scientific cooperation in the fisheries sector with a view to promoting sustainable fishing in the fishing zone of Seychelles to guarantee the conservation and sustainable exploitation of fisheries resources, and developing the Seychelles fisheries sector;

– the conditions governing access by Union fishing vessels to Seychelles fishing zone;

– cooperation on the management, control and surveillance measures in Seychelles fishing zone with a view to ensuring that the above rules and conditions 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;

– partnerships between operators aimed at developing economic activities in the fisheries sector and related activities, in the common interest.

Article 2

Definitions

For the purposes of this Agreement:

(a) "Seychelles authorities", means the Ministry responsible for Fisheries;

(b) "Union authorities" means the European Commission;

(c) "Agreement" means the Agreement, the Protocol and the Annex and Appendices thereto;

(d) "Joint Committee" means a committee made up of representatives of the Union and Seychelles whose functions are described in Article 12 of this Agreement;

(e) "Seychelles fishing zone" means the part of the waters under the sovereignty or jurisdiction of Seychelles, in accordance with the Maritime Zones Act and other applicable laws of Seychelles, where Seychelles authorises Union vessels to engage in fishing activities;

(f) "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);

(g) "fishing activity" means searching for fish, setting, towing, hauling of a fishing gear, taking catch on board, processing on board, transferring, caging, fattening and landing of fish and fishery products;

(h) "Union vessel" means a fishing vessel flying the flag of a Member State of the Union and registered in the Union;

(i) "fishing vessel" means any vessel equipped for commercial exploitation of marine living resources;

(j) "support vessel" means any Union vessel providing assistance to fishing vessels. Support vessels shall not be equipped for catching fish nor be used for transhipment operations;

(k) "joint enterprise" means a commercial company set up in Seychelles by vessel owners or national enterprises from the Parties in order to engage in fishing or related activities;

(l) "landing" has the same meaning as in the IOTC context;

(m) "transhipment" has the same meaning as in the IOTC context.

Article 3

Principles and objectives underlying the implementation of this Agreement

1. The Parties hereby undertake to promote sustainable fishing in the fishing zone of Seychelles based on the principle of non-discrimination between the different fleets fishing in that fishing zone, without prejudice to the agreements concluded between developing countries within a geographical region, including reciprocal fisheries agreements.

2. Seychelles authorities undertake not to give more favourable conditions than those accorded under this Agreement to other foreign fleets operating in the Seychelles fishing zone which have the same characteristics and target the same species as those covered by this Agreement and its implementing Protocol. These conditions refer to the conservation and sustainable exploitation, development and management of resources, financial arrangements, fees and rights relating to the issuing of fishing authorisations and relevant technical measures. The Seychelles authorities undertake to grant an appropriate share of the surplus of marine living resources for the Union fleet when relevant.

3. In the interest of transparency, Seychelles undertakes to make public and exchange information relating to any agreement authorising foreign vessels in its fishing zone and the resulting fishing effort, in particular the number of fishing authorisations issued and the catches reported.

4. The Parties agree that Union vessels shall fish only the surplus of the allowable catch referred to in Article 62(2) and (3) of UNCLOS and established in a clear and 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 area.

5. The Parties shall comply with conservation and management measures adopted by relevant regional fisheries management organisations and in particular the Indian Ocean Tuna Commission (IOTC), duly taking into account regional scientific assessments.

6. The Parties undertake to implement the Agreement in accordance with Article 9 of the Cotonou Partnership Agreement concerning essential elements regarding human rights, democratic principles and the rule of law, and fundamental elements regarding good governance.

7. The Parties shall cooperate with a view to contribute to the implementation of the sectoral fisheries policy of Seychelles through dedicated support provided in accordance with Article 8 of this Agreement and the relevant Protocol provisions and shall to that end maintain a policy dialogue on the necessary measures.

8. The Parties shall also cooperate on carrying out *ex-ante*, ongoing and *ex-post* evaluations, both jointly and unilaterally, of measures, programmes and actions implemented on the basis of this Agreement.

9. The Parties hereby undertake to ensure that this Agreement is implemented in accordance with the principles of transparency and good economic and social governance.

10. In particular, the employment of Seychelles seamen on-board the Union vessels shall be governed by the International Labour Organisation (ILO) Declaration on Fundamental Principles and Rights at Work, which shall apply as of right to the corresponding contracts and general terms of employment, and relevant ILO Conventions and the laws of Seychelles. This concerns in particular the freedom of association and the effective recognition of the right to collective bargaining, and the elimination of discrimination in respect of employment and occupation and living and working conditions on-board the Union fishing vessels.

11. The Parties shall consult one another prior to adopting any decision that may affect the activities of Union vessels under this Agreement.

Article 4

Data and scientific cooperation

1. The Parties shall encourage scientific cooperation to regularly assess the status of fish stocks in Seychelles' fishing zone in collaboration with regional and sub-regional scientific bodies.

2. During the period covered by this Agreement, the Union and Seychelles shall cooperate to monitor the evolution of resources in Seychelles fishing zone and support the assessment work carried out by the Indian Ocean Tuna Commission (IOTC).

3. Based on the best available scientific advice, the Parties shall consult each other within the Joint Committee and, where necessary and by mutual agreement, take measures to ensure the sustainable management of fisheries resources.

4. The Parties hereby undertake to cooperate on the acquisition, validation, analysis and transmission of scientific data in line with the IOTC requirements.

5. The Parties hereby undertake to consult each other, either directly or within the framework of the Indian Ocean Tuna Commission (IOTC), to reinforce the management and conservation of marine living resources in the Indian Ocean and in the Seychelles fishing zone, and to cooperate in the relevant scientific research.

Article 5

Exclusivity clause

1. Seychelles shall grant fishing opportunities to Union vessels to engage in fishing activities in its fishing zone in accordance with this Agreement and its implementing Protocol.

2. Union vessels may engage in fishing activities in the Seychelles fishing zone covered by this Agreement only if they hold a fishing authorisation (defined as "licence" as per the Seychelles legislation) issued under this Agreement. All fishing activities not covered by this Agreement are prohibited.

3. The Seychelles authorities shall issue fishing authorisations to Union vessels exclusively under this Agreement.

Article 6

Fishing authorisation

1. The procedure for obtaining a fishing authorisation for a Union vessel, the vessel reference catch, the fees applicable and the method of payment to be used by ship-owners shall be as set out in the implementing Protocol.

2. The Parties shall ensure the proper implementation of these conditions and arrangements through appropriate administrative cooperation between their competent authorities.

Article 7

Applicable law

1. The fishing activities governed by this Agreement shall be subject to the laws and regulations in force in Seychelles, unless otherwise provided in the Agreement and its implementing Protocol, in accordance with the principles of international law. The Seychelles authorities shall notify the Union authorities of any relevant amendments to those laws and regulations.

2. Without prejudice to the flag State responsibilities of Union vessels, Seychelles shall assume responsibility for the effective application of the fisheries monitoring, control and surveillance provisions in the Protocol. Union vessels shall cooperate with the Seychelles authorities responsible for carrying out such monitoring, control and surveillance.

3. The Union hereby undertakes that all possible and necessary steps are taken to ensure that its vessels comply with this Agreement and the laws of Seychelles governing the fishing activities in the Seychelles fishing zone.

4. The Union authorities shall notify without delay to the Seychelles authorities any changes to Union legislation with a potential impact on the activities of Union vessels under this Agreement.

Article 8

Financial contribution

1. The Union shall pay Seychelles a financial contribution in accordance with the terms and conditions as laid down in the Protocol. This contribution shall consist of two related elements, namely:

   (a) Access to the Seychelles fishing zone and fisheries resources, without prejudice to the access costs borne by the ship-owners; and

   (b) Union's financial support for reinforcing responsible fishing policy and the sustainable exploitation of fisheries resources in Seychelles' waters.

2. The component of the financial contribution for the sectoral support referred to in paragraph 1(b) shall be independent of the payments regarding access costs and shall be determined and managed in the light of the objectives identified by mutual consent between the Parties in accordance with the Protocol, to be achieved in the context of the sectoral fisheries policy of Seychelles and the annual and multi-annual programme for its implementation.

3. The financial contribution granted by the Union shall be paid each year in accordance with the Protocol and subject to this Agreement.

(a) The amount of the contribution referred to in paragraph 1(a) may be revised by the Joint Committee in respect of:

(1) exceptional circumstances, other than natural phenomena, preventing fishing activities in Seychelles fishing zone;

(2) a reduction in the fishing opportunities granted to Union vessels, made by mutual agreement between the Parties for the purposes of managing the stocks concerned, where this is considered necessary for the conservation and sustainable exploitation of resources on the basis of the best available scientific advice;

(3) an increase in the fishing opportunities granted to Union vessels, made by mutual agreement between the Parties where the best available scientific advice concurs that the state of resources so permits.

(b) The amount of the contribution referred to in paragraph 1(b) may be revised as a result of a reassessment of the terms of the financial contribution for implementing the sectoral fisheries policy of Seychelles, where this is warranted by the specific results of the annual and multiannual programming observed by both Parties;

(c) The contribution referred to in paragraph 1 may be suspended as a result of the application of Article 16 or 17 of this Agreement.

Article 9

Regional cooperation

The Parties hereby endeavour to consult each other regularly within the framework of the IOTC and other relevant regional organisations of which they are member, in order to discuss and, where possible, coordinate respective decisions, including the possibility to submit joint proposals to these organisations.

Article 10

Promoting cooperation

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

2. The Parties shall encourage exchanges of information on fishing techniques and gear, preservation methods and the industrial processing of fisheries products.

3. The Parties shall endeavour to create conditions favourable to the promotion of relations between enterprises from the Parties in the technical, economic and commercial spheres, by encouraging the establishment of an environment favourable to the development of business and investments.

4. The Parties shall cooperate with a view to promoting the landing of catches from Union vessels operating in the Seychelles fishing zone. Union vessels shall endeavour to procure in Seychelles all supplies and services required for their operations.

5. The Parties shall encourage, in particular, the setting-up of joint enterprises in their mutual interest. The creation of joint enterprises in Seychelles and the transfer of

Union vessels to joint enterprises shall systematically comply with the Seychelles and the Union legislation.

6. The Parties shall encourage both human and institutional capacity building in the fisheries sector, in order to improve skills development and enhance training capacities so as to contribute to sustainable fishing activities in Seychelles and the development of the blue economy.

Article 11

Cooperation in the area of monitoring, control and surveillance and in the fight against illegal, unreported and unregulated (IUU) fishing

1. The Parties undertake to cooperate in the fight against IUU fishing activities with a view to the implementation of responsible and sustainable fishing.

2. Based on consultation within the Joint Committee, the Parties may agree to cooperate and carry out risk-based joint inspection programmes on Union vessels, so as to strengthen the application of the fisheries monitoring, control and surveillance provisions of the Protocol and related corrective measures.

Article 12

Joint Committee

1. A Joint Committee shall be set up composed of representatives of the Union and the Seychelles, to monitor the application of this Agreement.

2. The Joint Committee shall perform the following functions and, where appropriate, take decisions with a view to:

   (a) monitor the performance, interpret and apply the Agreement and the Protocol, including the definition of the annual and multi-annual programming referred to in Article 8(2) of this Agreement and the evaluation of its implementation;

   (b) provide the necessary liaison for matters of mutual interest relating to fisheries, including statistical analysis of data on catches;

   (c) act as a forum for the amicable settlement of disputes regarding the interpretation or application of the Agreement;

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

3. In addition, the Joint Committee may adopt modifications to the Protocol in particular regarding:

   (a) the review of fishing opportunities where necessary and, consequently, of the relevant financial contributions;

   (b) the sectoral support procedures;

   (c) the conditions and modalities under which the Union vessels carry out their fishing activities.

4. The Joint Committee shall exercise its functions in accordance with the objectives of this Agreement.

5. The Joint Committee shall meet at least once a year, alternately in the Union and in Seychelles, and shall be chaired by the Party hosting the meeting. It shall hold an extraordinary meeting at the request of either of the Parties.

6. The Joint Committee may take decisions based on exchange of letters, in case of urgency.

Article 13
Geographical area to which the Agreement applies

This Agreement shall apply, on the one hand, to the territories in which the Treaty on the Functioning of the European Union of 2007 applies, under the conditions laid down in that Treaty and, on the other, to the territory of Seychelles.

Article 14
Duration

This Agreement shall apply for six years from the date of the commencement of its provisional application; it shall be tacitly renewable for additional periods of six years, unless notice of termination is given in accordance with Article 17.

Article 15
Provisional application

The Agreement shall apply provisionally as from the date of its signature by the Parties.

Article 16
Suspension

1. The application of this Agreement may be suspended at the initiative of either of the Parties under one or more of the following circumstances:

   (a) where situations, other than natural phenomena, arise which are beyond the reasonable control of the Parties and are such as to prevent fishing in the Seychelles fishing zone;

   (b) where a serious and unresolved dispute occurs between the Parties over the interpretation or implementation of this Agreement;

   (c) where one of the Parties ascertains a breach of essential and fundamental principles of human rights as laid out by Article 9 of the Cotonou Partnership Agreement and in accordance with the procedure set out in Article 8 and 96 thereof.

2. Suspension of the application of the Agreement shall be notified by any Party to the other Party in writing and shall take effect three months after receipt of such notification. The receipt of this notification shall open consultations between the Parties in the Joint Committee with a view to finding an amicable solution to the dispute within a reasonable period.

3. Once such settlement is reached, the application of the Agreement shall resume and the amount of the financial contribution referred to in Article 8 shall, unless otherwise agreed, be reduced proportionately and *pro rata temporis* according to the period during which the application of the Agreement was suspended.

Article 17
Termination

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

(a) where situations, other than natural phenomena, arise which are beyond the reasonable control of the Parties and are such as to prevent fishing in the Seychelles fishing zone;

(b) a depletion or degradation of the stocks concerned on the basis of best available independent and reliable scientific advice endorsed by both parties;

(c) a significant reduction in the level of exploitation of the fishing opportunities granted to the Union vessels;

(d) a serious violation of the commitments made by the Parties with regard to combating illegal, unreported and unregulated fishing;

(e) any other circumstances which amounts to violation of the Agreement by one of the Parties.

2. Termination of the Agreement shall be notified in writing by any Party to the other Party and shall take effect six months after receipt of notification, unless the Parties decide by mutual consent to extend this period. The Parties shall through the Joint Committee enter into consultations after such notification of termination with a view to finding an amicable settlement to their dispute within a reasonable period.

3. In the event of termination, payment of the amount of the financial contribution referred to in Article 8 for the year in which the termination takes effect shall be reduced proportionately and *pro rata temporis*.

Article 18
Repeal

The Fisheries Partnership Agreement between the European Community and the Republic of Seychelles, which entered into force in November 2007, is hereby repealed.

Article 19
Entry into force

This agreement shall enter into force when the Parties have notified each other of the completion of the necessary procedures for that purpose.

Article 20
Authentic text

This Agreement is drawn up in duplicate in the Bulgarian, Czech, Croatian, Estonian, Danish, Dutch, English, Finnish, French, German, Greek, Hungarian, Italian, Irish, Latvian, Lithuanian, Maltese, Polish, Portuguese, Romanian, Slovak, Slovenian, Spanish and Swedish languages, each of these texts being equally authentic.

ANNEX II
PROTOCOL ON THE IMPLEMENTATION OF THE SUSTAINABLE FISHERIES PARTNERSHIP AGREEMENT BETWEEN THE EUROPEAN UNION AND THE REPUBLIC OF SEYCHELLES (2020-2026)

Article 1
Objective

The purpose of this Protocol is to implement the provisions of the Sustainable Fisheries Partnership Agreement between the European Union and the Republic of Seychelles. This Protocol includes an Annex and Appendices.

Article 2
Period of application and fishing opportunities

1. For a period of 6 years from the date of the commencement of the provisional application of this Protocol, the fishing opportunities granted under Article 5 of the Agreement shall be as follows:

   (a) 40 tuna purse seine vessels;

   (b) 8 surface longliners;

   (c) Support vessels shall be authorised subject to the conditions set out in the Annex and in accordance with the relevant Indian Ocean Tuna Commission (IOTC) resolutions.

2. The fishing opportunities shall apply solely to highly migratory species listed in Annex 1 to the United Nations Convention on the Law of the Sea, excluding:

   – 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.

3. Paragraph 1 shall apply subject to Articles 6 and 7 of this Protocol.

4. Pursuant to Article 5 of the Agreement, vessels flying the flag of a Member State of the Union may engage in fishing activities in Seychelles fishing zone only if they are in possession of a fishing authorisation issued under this Protocol in accordance with the Annex hereto.

Article 3
Financial contribution

1. For the whole duration of the Protocol, the total estimated value of the Protocol amounts to EUR 58 200 000, equivalent to EUR 9 700 000 per year. The break-down of this overall amount is the following:

   – EUR 31 800 000 corresponding to the European Union financial contribution referred to in Article 8 of the Agreement;

   – EUR 26 400 000 corresponding to the estimated value of the fees paid by the ship-owners, including advance payments, fees per tonne of fish caught and a specific

contribution dedicated to environmental management and observation of marine ecosystems in Seychelles waters.

2. The total annual financial contribution paid by the European Union shall comprise:

(a) an annual amount for access to Seychelles fishing zone of EUR 2 500 000, equivalent to a reference tonnage of 50 000 tonnes per year, and

(b) a specific amount of EUR 2 800 000 per year for the support and implementation of Seychelles' sectoral fisheries policy and maritime policy.

3. Paragraph 2 shall apply subject to Articles 4, 6, 7 and 8 of this Protocol.

4. The Union shall pay the total amounts fixed in paragraph 2 (a) and 2 (b) of this Article each year during the period of application of this Protocol. For the amount referred to in paragraph 2 (a) of this Article on access, the payments shall be made not later than 90 days after the date of the start of the provisional application, and not later than the anniversary date of this Protocol for the following years. The payments of the amount referred in paragraph 2 (b) on sectoral support shall be made for the first year following approval by the Joint Committee of the multi-annual programme referred to in Article 4 (1); as of the second year, the payments will be conditional upon the results achieved under the previous year programme, as referred to in Article 4 (2).

5. The Parties shall monitor the fishing activities of the Union fishing vessels in relation to the reference tonnage of 50 000 tonnes per year.

(a) If the annual tonnage of catches by the Union vessels in the Seychelles fishing zone exceeds the annual reference tonnage indicated in paragraph 2 (a), the total amount of the financial contribution to be paid by the Union shall be increased by EUR 50 for each additional tonne caught.

(b) The total annual amount to be paid by the Union shall not be more than twice the amount indicated in paragraph 2 (a). Where the tonnage caught by the Union vessels exceed the tonnage corresponding to twice the total amount of the annual payment from the Union, the amount due for the tonnage exceeding that limit shall be paid in the following year.

6. Seychelles shall have full discretion regarding the use of the financial contribution specified in paragraph 2 (a).

7. The financial contributions specified in paragraph 2 (a) and (b) shall be paid into the Seychelles' Public Treasury accounts opened with the Central Bank of Seychelles. The account numbers shall be provided by the Seychelles authorities and confirmed on an annual basis.

Article 4

Sectoral support

1. Not later than 90 days after the date of the start of the provisional application of the Protocol, the Union and Seychelles shall agree, within the Joint Committee provided for in the Agreement, on a multiannual sectoral programme and detailed implementing rules covering, in particular:

(a) annual and multiannual programmes for using the specific amount of the financial contribution referred to in Article 3 paragraph 2 (b);

(b) the objectives, both annual and multiannual, to be achieved with a view to developing responsible fishing and sustainable fisheries, based on priority areas of

actions reflecting the priorities of Seychelles national fisheries policy, and other related policies having an impact on the following areas:

(i) support and management measures for fisheries, including small-scale fisheries and aquaculture;

(ii) sanitary and quality management in the fisheries sector and also to support domestic and export capacities;

(iii) fisheries monitoring, control and surveillance and the fight against illegal, unreported and unregulated (IUU) fishing;

(iv) promotion of scientific capacity and cooperation in the field of fisheries, including collection, processing, analysis and communication of catch data;

(v)support infrastructural and other relevant actions for the development of domestic fisheries;

(c) In addition, the multiannual sectoral programme shall contain the following

(i) mechanisms for the planning, management, implementation and reporting of the financial component and activities;

(ii) criteria and procedures for evaluating the results obtained each year;

(iii) mechanisms and actions for the promotion and visibility of the measures implemented through the sectoral support.

(d) The above shall be subject to Guidelines on the Implementation of Sectoral Support for Seychelles Fisheries policy to be agreed upon by the Parties during the first meeting of the Joint Committee.

2. The use of the financial contribution referred to in Article 3 paragraph 2 (b) shall be based on the validation by the Joint Committee of the annual and multiannual programme and the evaluation of results obtained on each annual programme.

3. Any proposed amendments to the annual and multiannual sectoral programme shall be approved by both Parties within the Joint Committee.

4. If either Party requests an extraordinary meeting of the Joint Committee, a written request shall be sent by the Party requesting an extraordinary meeting of the Joint Committee at least 14 days prior to the date of the proposed meeting. Any urgent change to the annual sectoral programme may be approved by the Joint Committee through exchange of letters.

5. Each year, Seychelles may allocate, if necessary, an additional amount to the financial contribution referred to in Article 3 paragraph 2 (b) with a view to implementing the multiannual programme. This allocation shall be notified to the European Union.

6. Each year, Seychelles shall present an annual report on the actions implemented and the results achieved with sectoral support, which shall be examined by the Joint Committee. Seychelles shall report before expiry of this Protocol on the implementation of sectoral support throughout the duration of this Protocol.

7. The specific amount of the financial contribution referred to in Article 3 paragraph 2 (b) shall be paid in instalments on the basis of an assessment carried out by the Joint Committee. For the first year of the Protocol, the instalment shall be paid on the basis of the agreed programme. For the subsequent years of application, the instalments shall be paid on the basis of the results achieved in accordance with the guidelines referred to in paragraph 1 (d) and the evaluation thereof made by the Joint Committee.

8. The Union reserves the right to revise and/or suspend, in part or in full, payment of the specific financial contribution provided for in Article 3 paragraph 2 (b) of this Protocol if the execution is inconsistent with the programme, following an evaluation by the Joint Committee or in the event of failure to implement this financial contribution as determined by the Joint Committee.

9. Payment of the financial contribution shall resume after consultation between the Parties and agreement by the Joint Committee when it is justified on the basis of the results of the implementation of the agreed programme referred to in paragraph 1. However, the specific financial contribution provided for in Article 3 paragraph 2 (b) shall not be paid out beyond a period of six months after this Protocol expires.

10. The Parties undertake to ensure the promotion and visibility of the activities implemented through the sectoral support.

Article 5

Scientific cooperation on responsible fishing

1. The Parties hereby undertake to promote responsible fishing in Seychelles fishing zone based on the principle of non-discrimination between the different fleets fishing in those waters.

2. During the period covered by this Protocol, the Union and Seychelles shall endeavour to monitor the state of fishery resources in the Seychelles fishing zone.

3. The Parties shall also exchange relevant statistical, biological, conservation and environmental information as may be required for the purpose of managing and conserving the marine living resources.

4. The Parties shall comply with the resolutions and endeavour to implement recommendations of the IOTC regarding conservation and responsible management of fisheries. In order to facilitate such compliance, both Parties should focus on collection, processing, analysis and communication of catch data.

5. Based on the resolutions and recommendations taken within the IOTC and the best available scientific advice, the Parties may consult each other within the Joint Committee to agree on additional measures to ensure sustainable management of Seychelles' fisheries resources.

Article 6

Adjustment of fishing opportunities and revision of the Protocol

1. As provided for by the Agreement, the Joint Committee may review the fishing opportunities referred to in Article 2 and these may be adjusted by mutual agreement in the Joint Committee insofar as the resolutions and recommendations of IOTC support that such an adjustment will secure the sustainable management of tuna and tuna-like species in the Indian Ocean.

2. In this case the financial contribution referred to in Article 3 paragraph 2 (a) shall be adjusted proportionately and *pro rata temporis*. Nonetheless, the total annual amount paid by the Union shall not be more than twice the figure indicated in Article 3, paragraph 2 (a).

3. The Joint Committee may also, as necessary, revise by mutual agreement provisions governing the pursuit of fishing activities, sectoral support procedures and implementing rules of this Protocol.

Article 7

Exploratory fisheries and new fishing opportunities

1. At the request of one of the Parties, the Joint Committee may consider the possibility of exploratory fishing campaigns in Seychelles fishing zone with a view to test the technical feasibility and economic viability of new fisheries not provided for in Article 2 of this Protocol. To this end, the Joint Committee shall determine on a case-by-case basis the species, the conditions and any other relevant parameters. The authorisations for exploratory fishing shall be agreed for a maximum period of 6 months which may be renewed with the agreement of both Parties.

2. Taking into account best available scientific advice and on the basis of the results of the exploratory campaigns, if the Union becomes interested in new fishing opportunities, the Joint Committee shall convene to discuss and prescribe the conditions applicable to such new fishing activities.

3. Following authorisation by Seychelles for these new fishing activities, the Joint Committee shall make corresponding amendments to this Protocol.

Article 8

Suspension and review of the payment of the financial contribution

Notwithstanding the provisions laid out in Article 12 of this Protocol, the financial contribution referred to in Article 3 paragraph 2 (a) and (b) shall be reviewed or suspended after consultation between the two Parties provided that the Union has paid in full any amounts due at the time of suspension:

(a) if exceptional circumstances, other than natural phenomena, prevent fishing activities in the Seychelles fishing zone;

(b) following significant changes in the policy of any of the Parties affecting the relevant provisions of this Protocol;

(c) if the Union ascertains a breach of essential and fundamental elements on human rights as laid out by Article 9 of the Cotonou Agreement and following the procedure set out in Articles 8 and 96 thereof. In this case, all fishing activities of the Union vessels shall be suspended.

Article 9

Confidentiality

1. The Parties undertake to ensure that all nominative data relating to Union fishing vessels and their fishing activities obtained under the Agreement and Protocol, including data collected by observers, are processed in accordance with confidentiality and data protection principles under the applicable law of the respective Parties.

2. The Parties shall ensure that only aggregated data related to fishing activities in the Seychelles fishing zone shall be made available to the public domain.

3. Data which may be considered as otherwise confidential shall only be used exclusively for the implementation of the Agreement and for the purposes of fisheries management, monitoring, control and surveillance with the relevant competent authorities.

4. With regard to personal data transmitted by the Union, appropriate safeguards and legal remedies may be established by the Joint Committee in accordance with the General Data Protection Regulation (Regulation (EU) 2016/679 of 27 April 2016).

Article 10
Electronic exchanges

1. The Seychelles and the Union will undertake to implement the necessary systems for the electronic exchange of all information and documents related to the implementation of the Agreement and the Protocol. The electronic form of a document at any point shall be considered equivalent to the original version.

2. The Parties shall immediately notify the other Party of any disruption of a computer system impeding such exchanges. In these circumstances, the information and documents related to the implementation of the Agreement and the Protocol shall be automatically replaced by their paper version or transmitted through alternative communication means as defined in the Annex.

Article 11
Mid-term Review

The Parties may decide to conduct a mid-term review in order to assess the functioning and effectiveness of the Protocol.

Article 12
Suspension

This Protocol may be suspended at the initiative of either of the Parties under the conditions set out in the relevant provisions of the Agreement.

Article 13
Termination

This Protocol may be terminated at the initiative of either of the Parties under the conditions set out in the relevant provisions of the Agreement.

Article 14
Obligations upon Expiry or Termination of the Protocol

1. Following the expiry of the Protocol or its termination as provided by Article 13, the Union vessel owners shall continue to be liable for any breach of the provisions of the Agreement or the Protocol or any laws of Seychelles which occurred before the expiry or termination of the Protocol, or for any licence fee or any outstanding dues not paid at the time of expiry or termination.

2. If necessary, the Parties shall continue to monitor the implementation of the sectoral support provided under Article 3 paragraph 2(b) of the Protocol.

Article 15

Provisional Application

This Protocol shall apply provisionally as from the date of its signature by the Parties.

Article 16

Duration

This Protocol shall apply for a period of 6 years from the date of its provisional application unless notice of termination is given under Article 13.

Article 17

Entry into force

This Protocol shall enter into force on the date on which the Parties notify each other of the completion of the procedures necessary for that purpose.

ANNEX

CONDITIONS FOR THE PURSUIT OF FISHING ACTIVITIES BY THE UNION VESSELS IN SEYCHELLES FISHING ZONE

CHAPTER I - GENERAL PROVISIONS

Section 1

Designation of competent authority

1. For the purposes of this Annex and unless otherwise specified, any reference to the European Union (the "Union") or to Seychelles as a competent authority shall mean:

   – for the Union: the European Commission, where applicable via the Delegation of the European Union competent for the Republic of Seychelles (EU Delegation);

   – for Seychelles: the Ministry responsible for fisheries.

Seychelles fishing zone

2. The Seychelles fishing zone means and includes the fishing zone as defined in the Agreement with the exception of restricted and prohibited areas, inter alia to avoid any adverse effect on small-scale fisheries.

3. The definition of restricted and protected areas and coordinates is as meant and included in the Fisheries Act, 2014, and any other applicable laws and regulations of Seychelles.

Fishing authorisation

4. 'Fishing authorisation' means a valid entitlement or licence as per the Seychelles legislation to engage in fishing activities in accordance with the terms of the said fishing authorisation provided under the Protocol.

Payments by vessel owners

5. Before the provisional application of the Protocol, Seychelles shall notify the Union of the details of the Seychelles' Public Treasury accounts into which the fees payable by the Union vessels under the Agreement must be paid. The associated bank transfer costs shall be borne by the ship owners.

Contacts

6. The Parties shall exchange, prior to the start of the provisional application of this Protocol, all relevant contact details for the implementation of the Protocol and communicate them as appropriate.

Section 2

Period of validity, application and issuing of fishing authorisations

1. A fishing authorisation is valid for one year, referred to as the "annual period of validity". The commencement date of this period is defined by the commencement date of the Protocol's provisional application. All subsequent fishing authorisations shall end on the anniversary date of the Protocol.

Conditions for obtaining a fishing authorisation

2. Only eligible Union vessels as established by the Union may obtain a fishing authorisation to fish in Seychelles fishing zone under the Protocol setting out the fishing

opportunities and the financial contribution provided for by the Agreement between the Union and Seychelles.

3. For a Union vessel to be eligible:

   (a) neither the owner, the master nor the vessel itself must be prohibited from fishing in Seychelles;

   (b) they must comply with the laws of Seychelles and they must have fulfilled all prior obligations arising from their fishing activities in Seychelles under fisheries agreements concluded with the Union;

   (c) the fishing authorisations referred to in Article 6 of the Agreement shall be issued on condition that the vessel is entered in the Union register of fishing vessels and in accordance with the provisions of Regulation (EU) No 2403/2017 on the sustainable management of external fishing fleets. The vessel must be included on the IOTC record of authorised vessels, and not on the IUU list of IOTC or any other Regional Fisheries Management Organisations.

Application for a fishing authorisation

4. All Union vessels applying for a fishing authorisation shall be represented by an agent resident in Seychelles. The name and address of that agent shall be stated in the application.

5. The Union shall submit to the competent Seychelles authorities as defined in Article 2 of the Agreement a fishing authorisation application for each Union vessel wishing to fish under the Agreement at least 21 calendar days before the expected starting date of fishing activities.

6. Vessel owners shall pay the advance fees due for the full annual period of validity of the fishing authorisation.

7. Each application for a fishing authorisation shall be submitted to the competent Seychelles authorities on the form drawn up in accordance with Appendix 1 and shall be accompanied by the following documents:

   (a) proof of payment of the advance fee for the period of validity of the fishing authorisation;

   (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;

   (c) any other documents or certificates required under the laws of Seychelles.

8. The advance fees shall be paid into the Seychelles' Public Treasury account provided by the Seychelles authorities. They shall include all non-operational charges.

Issuing of the fishing authorisation

9. Fishing authorisations shall be issued to the vessels' agent within 15 days of receipt of all documents referred to in paragraph 7 (a), (b) and (c) by the competent Seychelles authorities. An authorised Union vessel shall keep on board the original fishing authorisation. Nevertheless, an electronic copy of the fishing authorisation shall be considered equivalent to the original for a maximum period of 60 calendar days after the issuing date of the fishing authorisation.

10. A copy of these fishing authorisations shall be transmitted electronically to the Union and to the EU Delegation.

Transfer of the fishing authorisation

11. A fishing authorisation shall be issued for a specific vessel and shall not be transferable except for *force majeure*, as outlined in the paragraphs below.

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

13. The owner of the first vessel, or his agent, shall return the cancelled fishing authorisation to the competent Seychelles authorities. The EU Delegation shall be informed without delay by the Seychelles authorities of the cancelled fishing authorisation.

14. The new fishing authorisation shall take effect on the day that the vessel's owner or his agent returns the cancelled fishing authorisation to the competent Seychelles authorities. The EU Delegation shall be informed without delay by the Seychelles authorities of the new fishing authorisation.

Section 3
Support vessels

1. Seychelles shall authorise Union vessels which are holders of a fishing authorisation to be assisted by authorised support vessels. The support vessels shall fly the flag of an EU Member State, and shall not be equipped for catching fish or be used for transhipments.

2. The number of authorised Union support vessels for the number of authorised Union purse seine vessels in operation shall be in compliance with relevant IOTC resolutions. In addition, reporting requirements shall comply with relevant IOTC obligations and other relevant national legislative provisions.

3. Support vessels flying the flag of a Member State of the Union shall be subject to the same procedures governing the obtaining and the transmission of fishing authorisation applications as described in Section 2 above, to the extent applicable to them.

Section 4

Fishing authorisation conditions- fees and advance payments

1. A fishing authorisation is valid for one year, from the commencement date of the Protocol's provisional application, and is renewable subject to fulfilment of application conditions as laid out in Section 2 above.

2. The fees to be paid by ship-owners shall be calculated on the basis of the following rate per tonne of fish caught:

   For the first and second year of application of the Protocol, EUR 80 per tonne;

   From the third to the sixth year of application of the Protocol, EUR 85 per tonne;

3. The annual advance payment fee to be paid by the ship-owners at the time of application for a fishing authorisation to be issued by the Seychelles authorities shall be as follows:

   (a) Tuna Purse Seine Vessels

For the first and second year of application of the Protocol, the advance payment shall be EUR 56 000, which is the equivalent of EUR 80 per tonne for 700 tonnes of tuna and tuna like species caught within Seychelles fishing zone.

From the third to the sixth year of application of the Protocol, the advance payment shall be EUR 59 500, which is the equivalent of EUR 85 per tonne for 700 tonnes of tuna and tuna like species caught within Seychelles fishing zone.

(b) Long-line vessels

For the first and second year of application of the Protocol, the advance payment shall be EUR 7 200, which is the equivalent of EUR 80 per tonne for 90 tonnes of tuna and tuna like species caught within Seychelles fishing zone.

From the third to the sixth year of application of the Protocol, the advance payment shall be EUR 7 650, which is the equivalent of EUR 85 per tonne for 90 tonnes of tuna and tuna like species caught within Seychelles fishing zone.

(c) Support vessels fee

The annual authorisation fee applicable to support vessels is EUR 5 000 per vessel.

Annual statement of fees

4. The Seychelles authorities shall draw up a Statement of Fees due in respect of the catches made in the previous calendar year on the basis of catch declarations submitted by Union fishing vessels. For drawing up the Statement of Fees, Union fishing vessels shall provide the Seychelles authorities with the sale receipts, logbook, and landing and transhipment records of all fishing trips undertaken during the authorised period. Catch data in the Seychelles fishing zone shall be presented per vessel, per month of catches and per species, with weights expressed in tons (3 decimals) of live weight equivalent. Conversion factors used, if any, shall be specified.

5. The Statement of Fees shall be reconciled with the information contained in the European Commission database Aggregated Catch Data Recording (ACDR) and other relevant information such as sale, inspection and scientific data.

6. The Union shall provide Seychelles authorities, before the end of each quarter, with aggregated data for the previous quarters of the current year, indicating the quantities of catches per vessel, per month of catch, and per species, extracted from the European Commission database. These data shall be considered provisional.

7. The Statement of Fees shall be sent to the Union before 30th April of the following year. The Union shall transmit it without delay to national authorities of the concerned Union Member States and subsequent payments by the ship-owners shall be made accordingly within 60 days.

8. Where discrepancies exist between data sets presented by Seychelles and by the Union, the Union shall have two months to contest the data received and to submit, on the basis of data provided by the Union Member States, an alternative statement of the catches, accompanied by supporting documents such as logbook data, inspections reports and scientific data.

9. The Parties shall settle any disagreement within the following month with the objective to establish the final Statement of Fees. Payments by ship-owners shall be made accordingly within 60 days.

CHAPTER II– CONSERVATION TECHNICAL MEASURES

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

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

3. The Union vessels shall conduct all authorised fishing activities in a manner which will not disrupt traditional, local-based fisheries.

4. In application with IOTC resolutions and recommendations, the Parties agree to cooperate for the reduction of incidental catches of protected species in particular all marine turtles and marine mammals, and of seabirds and reef fish. To this end, the Union 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.

5. To reduce the entanglement of sharks, marine turtles or any other non-targeted species, the Union 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, the Union vessels 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.

6. For the purpose of environmental management and observation of marine ecosystems in Seychelles waters, Seychelles authorities foresee the creation of a dedicated Fund to which Union purse seine ship-owners shall contribute. This overall contribution corresponds to an estimated amount of EUR 175 000 per year, based on the tonnage of each vessel. The contribution of each vessel shall represent EUR 2,25 per GT and shall be paid together with the advanced payment fee and to the same account. Seychelles authorities shall report regularly through the Joint Committee on the utilisation of this contribution.

CHAPTER III– MONITORING, CONTROL AND SURVEILLANCE

Section 1
Catch recording

1. The Union vessels authorised to fish in Seychelles fishing zone under this Agreement shall communicate their catches daily to the competent Seychelles authorities in the following manner, until such time as the *Electronic Reporting System*, referred to as ERS, is implemented by both Parties:

   (a) The Union vessels authorised to fish in Seychelles fishing zone shall fill a statement of catch form complying with IOTC resolutions on a daily basis, for every set of each fishing trip they undertake in Seychelles fishing zone. In the absence of catches, the form shall still be filled in. The form shall be filled in legibly and signed by the master of the vessel.

(b) The form to be used for the reporting of catches shall be agreed upon by the Parties before the start of the provisional application of the Protocol. Any update of this form shall be endorsed by the Joint Committee. The format to be used for the reporting of catches shall be done in accordance with the communication format report set out in Appendix 3. Supply vessels shall be subject to the reporting of their daily activities. The practical modalities and the form thereof shall be agreed upon by the Parties as applicable.

(c) As far as the submission of the statement of catch form referred to in points (a) and (b) is concerned, the Union vessels shall:

– in the case they call into Port Victoria, submit the completed form to the Seychelles authorities within 24 hours after arrival;

– in any other case, send the completed form to the Seychelles' waters.

(d) Copies of these statements of catch forms shall simultaneously be sent to the relevant scientific institutes: IRD (Institut de Recherche pour le Développement), IEO (Instituto Español de Oceanografia) or IPMA (Instituto Português do Mar e da Atmosfera).

2. In case of technical problems or malfunction of the ERS, declarations of catches shall be made pursuant to point 1 above.

Section 2
Transition to Electronic Reporting System (ERS)

1. The Parties shall ensure a transition to an electronic system for declaring catches as early as possible after the commencement of the Protocol, at a date to be agreed by the Joint Committee. Once it is the case, the modalities for the declaration of catches will be as follows:

(a) the master of a Union vessel carrying out fishing activities under the Agreement shall keep an electronic fishing logbook integrated into an electronic recording and reporting system (ERS);

(b) a Union vessel not equipped with an ERS shall not be authorised to enter Seychelles fishing zone in order to engage in fishing activities.

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

3. Every day, the master shall record the estimated live weight of each species caught and kept on board, or thrown back into the sea, for each fishing operation.

4. If the Union 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 the flag Union Member State. The transmissions shall include at least 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, where appropriate, the time of the catches;

(e) the date and time of departure from and arrival at the port, and the duration of the fishing trip;

(f) the type of gear, and where applicable the technical specifications and dimensions;

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

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

6. The flag Union Member State 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 flag Union Member State and Seychelles authorities shall ensure that they have 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 European Commission for exchanging fisheries data in a standardised form. Changes to standards shall be implemented within six months.

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

9. The arrangements for reporting catches by ERS and the procedures in the event of malfunction are set out in Appendix 4.

10. The Seychelles authorities shall handle data on the fishing activities of individual Union vessels in a confidential and secure manner.

Section 3

Catch communication: entering and leaving Seychelles fishing zone

1. The duration of a trip by a Union vessel shall be defined as follows:

– either the period elapsing between entering and leaving Seychelles fishing zone;

– or the period elapsing between entering Seychelles fishing zone and a transhipment;

– or the period elapsing between entering Seychelles fishing zone and a landing in Seychelles.

2. The Union vessels shall notify the Seychelles authorities at least six hours in advance of their intention to enter or leave Seychelles fishing zone and, until the ERS becomes operational, on a daily basis during their fishing activities in Seychelles' fishing zone of their catches during this period.

3. While notifying entry or exit, Union vessels shall also communicate their position (latitude and longitude) at the time of communication and the tonnage and species in catches kept on board. These communications shall be made by e-mail or alternatively through ERS, to the contact details provided by the competent Seychelles authorities.

4. It shall be an offence for a Union fishing vessel found to be fishing without prior notification to the competent Seychelles authorities. Such Union vessel shall be liable to sanctions referred to in Chapter VI, paragraph 1 of the Protocol.

Section 4
Landing

1. The term “bycatch” has the same meaning as in the IOTC context.
2. The designated port for landing activities in the Seychelles is Victoria, Mahé.
3. All Union fishing vessels wishing to land catches in 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 100Kg, by species to be landed;
   (d) the product form presentation.
4. Landings shall be considered as an exit from Seychelles fishing zone as defined in Section 3.1. Union fishing vessels must therefore submit their Landing Declarations to the competent Seychelles authorities, not later than 24 hours after completion of the landing, or in any event, before the vessel leaves port.
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 by-catch of tuna from Union fishing vessels. Relevant authorities shall deal with the related administrative documents necessary for international trade of fish landed in Seychelles by Union fishing vessels within a reasonable time frame by ensuring adequate controls and verifications in accordance with applicable rules.

Section 5
Transhipment

1. All Union fishing vessels wishing to tranship catches in Seychelles shall do so only within Port Victoria. Transhipment at sea is forbidden and any person infringing this provision shall be liable to the penalties provided for by the laws of Seychelles.
2. The ship-owners or their agents must notify the following information, possibly through ERS, to the competent Seychelles authorities at least 48 hours in advance:
   (a) the transhipment area where the operation will occur;
   (b) the name and International Radio Call Sign (IRCS) of the donor fishing vessel;
   (c) where applicable, the name and International Radio Call Sign (IRCS) of the receiving vessel and/or reefer;
   (d) where applicable, the storage facilities;
   (e) the date and time of transhipment;
   (f) where possible, the next point of destination;

(g) the quantity in Kg, rounded to the nearest 100 Kg, by species to be transhipped;

(h) the product form presentation.

3. Transhipment shall be considered as an exit from Seychelles fishing zone as defined in Section 3.1. Union fishing vessels shall submit their catch declarations to the competent Seychelles authorities, not later than 24 hours after completion of the transhipment, or in any event, before the donor vessel leaves port, whichever occurs first.

Section 6
Control and inspection

Inspection at sea and in port

1. Inspections at sea, in port or off port in Seychelles fishing zone on authorised Union vessels holding a fishing authorisation shall be carried out by inspectors from Seychelles who are clearly identified as being authorised to carry out fishing inspections.

2. Before boarding, the authorised officers from Seychelles shall inform the Union vessel of their decision to carry out an inspection. The inspection shall be carried out by a reasonable number of authorised officers, who must provide proof of their identity and official position as an authorised officer before carrying out the inspection.

3. The authorised officers from Seychelles shall only stay on board the Union vessel 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.

4. 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.

5. The master of the Union vessel shall allow the inspectors from Seychelles to come on board and carry out their work.

6. At the end of each inspection, the authorised officer from Seychelles shall draw up an inspection report. The master of the Union vessel shall have the right to include their comments in the inspection report. The inspection report shall be signed by the authorised officer drawing up the report and the master of the Union vessel.

7. The signing of the inspection report by the master shall be without prejudice to the Union vessel owner's right of defence during any infringement procedure. The master of the Union vessel shall cooperate while the inspection procedure is being carried out. If the master refuses to sign the document, he shall specify the reasons for doing so in writing, and the inspector shall write 'Refused to sign' on it. The authorised officer from Seychelles shall give a copy of the inspection report to the master of the Union vessel before leaving the vessel. The Seychelles authorities shall inform the Union 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 Union within a maximum of seven days after the authorised officer's return to port.

8. The Seychelles authorities may authorise the Union authorities to participate in inspection as an observer.

9. Based on a risk assessment, the Parties may agree to carry out joint inspections on Union vessels, in particular during landing and transhipment operations, to ensure compliance with both Union and Seychelles legislation. In the exercise of their duties, the inspectors deployed by the Parties shall abide by the provisions on the conduct of inspections laid down respectively in Union and Seychelles legislation. The Parties, in the context of their responsibilities as Flag and coastal States, may decide to cooperate on follow-up actions, pursuant to their relevant legislation. In addition, upon request by the Union, the Seychelles authorities may authorise fisheries inspectors from Union Member States to carry out inspections on Union vessels flying their flag within the limits of their competence under their national law.

10. 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 Union vessel until formalities have been completed and to apply the penalty laid down in Seychelles' legislation. The flag Union Member State and the Union shall be informed thereof.

Participatory monitoring in the fight against IUU fishing

11. In order to strengthen the fight against IUU fishing, masters of Union fishing vessels shall report the presence of any vessels in 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 and the competent authority of the flag Union Member State of the sighting vessel, which shall immediately transmit them to the Union or to the body designated by it.

12. Seychelles shall send to the Union any sighting reports it has on Union fishing vessels engaged in activities which may constitute IUU fishing in Seychelles fishing zone.

Section 7
Vessel Monitoring System (VMS)

1. The Union vessels authorised under this Protocol shall be equipped with a satellite-based vessel tracking device and/or vessel monitoring device in accordance with the laws of Seychelles.

2. It is 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 Union vessels for the purposes of data transmission or to intentionally alter, divert or falsify data transmitted or recorded by such a system.

3. Union vessels shall communicate their position automatically and continuously, at least every hour to the Fisheries Monitoring Centre of their flag State. This frequency may be increased to every 30 minutes at the request of the Seychelles authorities, as part of investigative measures into a vessel’s activities.

4. The FMC of the flag State shall ensure that VMS positions are automatically made available in near real time for the period during which the Union vessel is present in Seychelles waters to the Seychelles FMC.

   Each position message shall contain:

   (a) the vessel identification;

(b) the most recent geographical position of the vessel (longitude, latitude), with a margin of error of less than 100 metres and with a confidence interval of 99%;

(c) the date and time the position is recorded;

(d) the vessel's speed and course.

5. The specifications for notifying Union vessel positions by VMS and the procedures in the event of malfunction are set out in Appendix 5.

CHAPTER IV – EMBARKING SEAMEN

1. Each Union purse seine vessel shall embark during its trip in Seychelles fishing zone at least two qualified Seychelles seamen designated by the agent of the vessel, in agreement with the ship-owner, 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 Union vessels provided in Appendix 6.

2. The competent Seychelles authorities shall provide the ship-owners or their agents on a monthly basis with the list of qualified seamen designated by the competent Seychelles authorities. If the ship-owner, through the competent Seychelles authorities does not find a suitable qualified seaman on the list, as per established guidelines, the ship-owner 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, ship-owners shall embark trainees in place of the above obligation regarding Seychelles seamen embarkation. The qualified trainees could be designated by the agent of the Union vessel, in agreement with the ship-owner, from the names on the list submitted by the competent Seychelles authorities.

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

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

6. In the case where Seychelles seamen are embarked, employment contracts shall be drawn up between the ship-owners' agent and the seamen and/or their trade unions or representatives in consultation with the competent Seychelles authorities. These 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. In the case where Seychelles seamen are embarked, their wages shall be paid by the ship-owners. 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 seamen from other African Caribbean and Pacific (ACP) countries performing similar duties.

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

9. All Seychelles seamen employed on-board Union 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, ship-owners shall be automatically relieved of their obligation to take the seaman on-board.

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

CHAPTER V – OBSERVERS

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 observers

2. The Union purse seine vessels authorised to fish in Seychelles fishing zone under the Agreement shall, at the request of the Seychelles authorities, embark one observer, in the context of a national and/or regional observation programme under the terms set out below. The embarkation of additional observers shall also be considered subject to a case by case agreement.

3. The Seychelles authorities shall draw up a list of Union purse seine 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 Union authorities as soon as it has been drawn up, and each time it is updated.

4. The Seychelles authorities shall communicate to the agent of the Union vessel concerned, the name of the designated observer not later than 15 days before the observer’s planned embarkation date.

Embarkation conditions

5. The time spent on board by observers shall be fixed by the Seychelles authorities and, as a general rule, shall not exceed the time required to carry out their duties. In the context of a regional observers programme, the observer may remain on board for a mutually agreed extended period. The Seychelles authorities shall inform the agent of the Union vessel thereof when notifying the name of the designated observer.

6. The conditions for observers' embarkation shall be agreed between the ship-owners and the Seychelles authorities after the notification of the designated observers.

7. Where observers are to be embarked in Seychelles, within two weeks and giving 10 days' notice, the ship-owners concerned shall make known at which port or location, and on what dates they intend to be embarked.

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

9. If the observer is not present at the time and place agreed or during the six hours following the time agreed, ship-owners shall be relieved of their obligation to embark the observer.

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

11. Observers shall be treated as officers.

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

Observer's duties

13. 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;
- the method by which, the areas in which, and the depth at which, fish are taken;
- the position of Union 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;
- where relevant, processing, transhipment, storage, or disposal of any fish.

14. The observer shall maintain a regular communication channel with the Seychelles authorities, making use of the communication means available on board the Union vessel.

15. In addition, they 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.

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

17. The observers shall be offered every facility needed to carry out their duties. The master shall give them access to the means of communication needed for the discharge of their duties, to documents regarding the vessel's fishing activities, in particular the logbook and the navigation log, and to those parts of the vessel necessary to facilitate the performance of their tasks as observers.

Observer's obligations

18. While on board, observers shall:

– take all appropriate steps to ensure that the conditions of their boarding and presence on the Union vessel neither interrupt nor hamper fishing operations,

– take necessary care with regards to the material and equipment on board;

– ensure the confidentiality of all data and documents regarding the Union vessel and its activities and any information collected.

19. At the end of the embarkation and before leaving the Union vessel, the observer shall draw up an activity report to be transmitted to the competent Seychelles authorities, with a copy to the Union authorities within 15 days. The report shall be signed by the observer. A copy of the report shall be handed to the master when the observer leaves the Union vessel.

CHAPTER VI- ENFORCEMENT

Sanctions

1. Failure to observe the provisions of this Protocol 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 flag Union Member State and the Union 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, the Union may request another fishing authorisation which would have otherwise been applicable, for a vessel from another ship-owner.

Arrest and detention of Union fishing vessels

4. The Seychelles authorities shall inform immediately the EU Delegation and the flag Union Member State, of the arrest and/or detention of any fishing vessel operating under the Agreement and shall transmit a copy of the inspection report, detailing the circumstances and reasons of the arrest and/or detention within 48 hours.

Information exchange procedure in the event of arrest and/or detention

5. Whilst respecting the deadlines and procedures of legal proceedings as provided for by the laws of Seychelles relating to arrest and/or detention, a consultation meeting shall be held, upon receipt of the above information, between the Union authorities and the competent Seychelles authorities, possibly attended by a representative of the concerned Union Member State.

6. At the meeting, the Parties shall exchange any relevant documentation or information helping to clarify the circumstances of the established facts. The ship-owner or its agent shall be informed of the outcome of the meeting and of any measures resulting from the arrest and/or detention.

Settlement of arrest and/or detention

7. An attempt shall be made to resolve the presumed infringement amicably. This procedure shall be completed not later than three working days after the arrest and/or detention, in conformity with the laws of Seychelles.

8. In the event of an amicable settlement, the amount of the fine shall be determined in accordance with the laws of Seychelles. If such an amicable settlement is not possible, the legal proceeding shall take its course.

9. The Union vessel shall be released and its master discharged once the obligations arising under the amicable settlement have been fulfilled and the legal proceedings have been completed.

10. The Union, via the EU Delegation, shall be kept informed of any proceedings initiated and penalties imposed.

Appendices

Appendix 1 – Seychelles Fishing Authorisation Application form

Appendix 2 – Technical sheet for Union vessels conducting fishing activities in Seychelles

Appendix 3 – Communication Format Reports

Appendix 4 – ERS Framework Guidelines

Appendix 5 – VMS Framework

Appendix 6 – Guidelines for the engaging of Seychelles Seamen on Union purse seine vessels

Appendix 1

Seychelles Fishing Authorisation Application Form for Union fishing and supply vessels

I – APPLICANT

1. Name of Ship-owner: .....

2. Name of the Producer Organisation (PO), or Ship-owner's representative: .....

3. Address of the PO or Ship-owner's representative: .....

.....

4. Tel No:..... Fax: ..... e-mail: ……

5. Master's Name: ..... Nationality: ..... e-mail: ……

6. Ship-owner or Chartering entity if different from above:……

II - VESSEL IDENTIFICATION DETAILS

1. Vessel's Name: .....

2. Flag State:……..……..……...… Port of registration:.....

3. External Marks: ..... MMSI : ……..……...……..……. IMO No. :……..……..…… RFMO No.:……..……

5. Date of current flag Registration (DD/MM/YYYY): ...../...../..... Previous Flag (if applicable):……

6. Place of construction: ..... Date (DD/MM/YYYY): ….../…../…….. IRCS: .....

7. Radio Call Frequency: HF: …… VHF: ……..... Vessel Satellite Phone No.:……..……

III - VESSEL TECHNICAL DETAILS

1. Vessel LOA (mts): ..... BOA (mts): ..... GT: ……..…… Net T:…..……..…..……..

2. Hull material: Steel ☐ Wood ☐ Polyester ☐ Other ☐ ……

3. Engine Type:……. Engine Power (in HP) : ..... Engine Manufacturer: .....

4. Max. Crew Members: ..... No of Seamen embarked under FPA: ……..... .....

5. Conservation method on board: Ice ☐ Refrigeration ☐ Mixed ☐ Frozen☐

6. Processing capacity per day (24h) in Tones: ..... No. of Fish Holds:..... Fish Holds Total capacity (m3) : ....

7. Type of Vessel: ☐ Purse seine ☐ Longliner ☐ Support Vessel (*)

8. VMS. Details of the Automatic Location Device:

Manufacturer: ……..……..……Model: ……..…… Serial No.:……. ……..

Software Version: ..... Satellite Operator (MCSP): ……..……..…….

IV - FISHING ACTIVITY

1. Fishing gear authorised: .....

2. Authorised Fishing Zones: …….. Target species: ……..……..

3. License period requested from (DD/MM/YYYY): ……..… / ……. / ……..……. To: ……..… / …….. / ……..…

4. Designated Port Landing/transhipping:

I the undersigned, hereby certify that the information provided in this application is true and correct and given in good faith.

Date: _____, _____ _____ 20__ ___

Signature of the Applicant: _____

(*) The list of fishing vessels supported by this Support Vessel should be attached to this form. The list should contain the name and IOTC number.

Appendix 2

Technical sheet for Union vessels conducting fishing activities in Seychelles

Fishing zone:	
Beyond 12 nautical miles from the baseline, excluding zones prohibited for fishing.	
Authorised categories:	
Tuna purse seine vessels Surface longliners Support vessels	
Fees and tonnage:	
Price per tonne	1. EUR 80 per tonne for the first and second year of application of the Protocol; 2. EUR 85 per tonne from the third to the sixth year of application of the Protocol.
Annual advance fee (including all national and local charges except port taxes and service charges) and tonnage covered	3. Tuna seiners: EUR 56 000 per year for the first and second year of application of the Protocol, corresponding to 700 tonnes; 4. Tuna seiners: EUR 59 500 per year from the third to the sixth year of application of the Protocol, corresponding to 700 tonnes; 5. Surface longline vessels: EUR 7 200 per year, for the first and second year of application of the Protocol, corresponding to 90 tonnes; 6. Surface longline vessels: EUR 7 650 per year, from the third to the sixth year of application of the Protocol, corresponding to 90 tonnes.
Fee per additional tonne caught	Tuna seiners and surface longline vessels: 7. EUR 80 per tonne for the first and second year of application of the Protocol; 8. EUR 85 per tonne from the third to the sixth year of application of the Protocol.
Number of vessels authorised to fish	- 40 tuna seiners - 8 surface longliners

Support vessel authorisation fee	EUR 5 000 per vessel per year.
Environmental management and observation of marine ecosystems contribution	EUR 2,25 per GT (purse seine vessels only) per year.

Appendix 3
Communication Format Reports

Entry Report (COE)[1]

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

Exit Report (COX)[2]

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

Catch Report (CAT) Format once inside Fishing Zones within Seychelles EEZ[3]**.**

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

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

E-mail: fmcsc@sfa.sc
Mail address: Seychelles Fishing Authority, P.O. Box 449, Fishing Port, Mahé, Seychelles

1 Sent six (6) Hours before entering Fishing Zones within Seychelles EEZ.

2 Sent six (6) Hours after exiting Fishing Zones within Seychelles EEZ.

3 Every three (3) days after entering and remaining in the Fishing Zones within Seychelles EEZ.

Appendix 4

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

General provisions

1. All Union fishing vessels 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", whenever the vessel is operating in the Seychelles fishing zone.

2. A Union 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 the Seychelles fishing zone to conduct fishing activities.

3. The ERS data shall be transmitted in accordance with the present guidelines to the Fisheries Monitoring Centre (hereinafter referred to as "FMC") of the flag Union Member State, which shall ensure the automatic provision to the Seychelles FMC.

ERS communications

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

5. ERS data shall be transmitted by the Union fishing vessel to its flag State, which shall make them automatically available to Seychelles.

6. Data shall be in UN/CEFACT format and shall be transmitted via the FLUX network provided by the European Commission.

7. Nevertheless, the Parties may agree on a transition period, during which the data are transmitted via the Data Exchange Highway (DEH) in EU-ERS (v 3.1) format.

8. The flag Union Member State's FMC shall transmit instant messages from the Union fishing vessel (COE, COX, PNO) automatically and without delay to Seychelles' FMC.

9. 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 Seychelles' FMC upon requests and also to the flag Union Member State's FMC via the European Commission's central node.

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

11. 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 on board the Union fishing vessel or the communication system

12. The FMCs of the flag Union Member State and Seychelles shall inform each other without delay of any event likely to affect the transmission of the ERS data of one or more Union fishing vessels.

13. If Seychelles' FMC does not receive the data to be transmitted by a Union fishing vessel, it shall notify this to the flag Union Member State's FMC without delay. The flag Union Member State's FMC shall promptly investigate the reasons for the non-receipt of ERS data and inform Seychelles' FMC of the outcome of those investigations.

14. Where a failure occurs in the transmission between the Union fishing vessel and the flag Union Member State's FMC, the flag Union Member State's FMC shall notify this without delay to the master or the operator of the Union fishing vessel. On receipt of this notification, the master of the Union fishing vessel shall transmit the missing data to the competent authorities of the Union Member flag State by any appropriate means of telecommunication every day, not later than 00.00 hours.

15. In the event of a failure of the electronic transmission system installed on board the Union 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. Once that deadline has passed, the Union fishing vessel shall no longer be authorised to fish in the Seychelles fishing zone and shall leave or call at a Seychelles port within twenty-four (24) hours. The Union fishing vessel shall not be authorised to leave that port or return to the Seychelles fishing zone until the FMC of its flag State has established that the ERS system is functioning correctly again.

16. 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 Union or Seychelles, 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.

17. Every 24 hours, the flag Union Member State's 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 twenty-four (24) hours and affecting the systems under the supervision of the Union. In such an event the Union fishing vessels shall not be considered to be in breach of their obligation to transmit their ERS data. The flag Union Member State's FMC shall ensure that the missing data are entered into the electronic database it keeps in accordance with Chapter III, Section 2, point 6.

Alternative means of communication

18. The email address of Seychelles' FMC to be used in the event of a failure in the ERS/VMS communications shall be notified before the Protocol enters into force.

19. It shall be used for:

- notifications of entry/exit and on-board catches on entry and exit;
- notifications of landing and transhipment and catches transhipped, landed or remaining on board;
- temporary, substitute ERS and VMS communications in the event of failures.

Appendix 5
Vessel Monitoring System (VMS)

Vessel position messages

1. The first position of the Union fishing vessel 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 FMC of the flag Union Member State shall ensure the automatic processing and, if necessary, the electronic transmission of the position messages of the Union fishing vessels. The position messages of the Union fishing vessels shall be recorded in a secure manner and kept for a period of three (3) years by the FMC of the flag Union Member State.

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

3. The master of the Union fishing vessel shall ensure at all times that the VTD of his vessel is fully operational and that the position messages are correctly transmitted to the flag Union Member State's FMC.

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

5. Union fishing Vessels fishing in Seychelles fishing zone with a defective VTD shall communicate their position messages by email, radio or fax to the flag Union Member State's FMC at least every four hours, providing all the mandatory information.

Secure communication of position messages to Seychelles

6. The FMC of the flag Union Member State shall automatically send the position messages of the Union fishing vessels concerned to the Seychelles FMC. The FMCs of the flag Union Member State and Seychelles FMC shall exchange their contact email addresses and inform each other immediately of any change to these addresses.

7. The transmission of position messages between the FMCs of the flag Union Member State and Seychelles FMC shall be carried out electronically using a secure communication system.

8. Seychelles' FMC shall inform the flag Union Member State's FMC and the Union of any interruption in the reception of consecutive position messages from a Union fishing vessel holding a fishing authorisation, if the vessel concerned has not notified its exit from the Seychelles fishing zone.

Malfunction of the communication system

9. Seychelles FMC shall ensure the compatibility of its electronic equipment with that of the flag Union Member State's FMC and inform the Union immediately of any malfunction concerning the sending and receiving of position messages with a view to finding a technical solution as soon as possible. The Joint Committee shall deal with any dispute that may arise.

10. The master of a Union fishing vessel shall be liable if his vessel's 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 the penalties provided for under laws of Seychelles.

Revision of the frequency of position messages

11. On the basis of documentary evidence pointing to an infringement, Seychelles FMC may ask the flag Union Member State's FMC, with a copy to the Union, to reduce the interval for sending position messages from a Union fishing vessel to every 30 minutes for a set period of investigation. Seychelles FMC shall send this documentary evidence to the flag Union Member State's FMC and the Union. The flag Union Member State's FMC shall immediately send position messages to Seychelles FMC at the new frequency.

12. At the end of the set investigation period, Seychelles FMC shall inform the flag Union Member State's FMC and the Union of any follow-up action that is required.

Sending of VMS messages to Seychelles

13. 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)**
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**

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

(a) The characters used shall comply with ISO 8859.1. A double slash (//) and the characters 'SR' shall indicate the start of a message.

(b) Each data element shall be identified by its code and separated from the other data elements by a double slash (//).

(c) A single slash (/) shall separate the field code and the data.

15. Before the provisional application of the Protocol, Seychelles shall state whether the VMS data are to be transmitted via FLUX TL or in UN/CEFACT format.

Appendix 6

Guidelines for the engaging of Seychelles Seamen on Union purse-seine vessels

The Seychelles authorities shall ensure that Seychelles seamen engaged to be employed on Union 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, confirming that they are medically fit to perform the duties they are to carry out at sea. This certificate shall be issued by a duly qualified medical practitioner;

(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 (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.