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2013/0375 (NLE)

Proposal for a

**COUNCIL DECISION**

**on the conclusion of the Protocol setting out the fishing opportunities and the financial contribution provided for in the Fisheries Partnership Agreement between the European Community and the Republic of Seychelles**

## EXPLANATORY MEMORANDUM

On the basis of relevant Council mandate<sup>1</sup>, the Commission on behalf of the European Union negotiated with the Republic of Seychelles in view of renewing the Protocol to the Fisheries Partnership Agreement between the European Community and the Republic of Seychelles. Following these negotiations, a new Protocol was initialled on the 10th of May 2013, which covers a period of six years starting from the adoption of the Council decision on the Protocol's signing and provisional application and after expiry of the current Protocol, on 17 January 2014.

This procedure concerning the Council decision on the conclusion of the new Protocol to the Fisheries Partnership Agreement is started in parallel with the procedures regarding the Council decision on the Protocol's signing on behalf of the Union and provisional application of the new Protocol, and the Council Regulation concerning the allocation among the Member States of the fishing opportunities under this Protocol.

The Commission's negotiating position was based i.a. on the results of an ex-post evaluation of the current Protocol that was carried out by external experts in January 2013.

The new Protocol is in line with the objectives of the Fisheries Partnership Agreement aiming at strengthening the cooperation between the European Union and the Republic of Seychelles and promoting a partnership framework in which to develop a sustainable fisheries policy and responsible exploitation of fishery resources in the Seychelles' fishing zone in the interests of both Parties.

The two Parties agreed to cooperate with a view to implementing Seychelles' sectoral fisheries policy and to that end shall continue the policy dialogue on the relevant programming.

The new Protocol provides for a total financial contribution of EUR 30 700 000 for the whole period. This amount corresponds to:

- a) EUR 2 750 000 for the first two years of the application of the Protocol, and EUR 2 500 000 for the remaining years of the Protocol, equivalent to an annual reference tonnage of 50 000 tonnes, and
- b) EUR 2 600 000 for the first two years of the Protocol, and EUR 2 500 000 for the remaining years, corresponding to the additional envelope paid by the EU to support Seychelles' fisheries and maritime policy.

The Commission proposes, on this basis, that the Council, with the consent of the Parliament, adopt by Decision the conclusion of this Protocol.

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<sup>1</sup> Council Decision n° 6497/2013 of 15 February 2013.

Proposal for a

## COUNCIL DECISION

### **on the conclusion of the Protocol setting out the fishing opportunities and the financial contribution provided for in the Fisheries Partnership Agreement between the European Community and the Republic of Seychelles**

THE COUNCIL OF THE EUROPEAN UNION,

Having regard to the Treaty on the Functioning of the European Union, and in particular Article 43(2) in conjunction with Article 218(6)(a) and (7) thereof,

Having regard to the proposal from the Commission<sup>1</sup>,

Having regard to the consent of the European Parliament<sup>2</sup>,

Whereas:

- (1) The Council adopted Council Regulation (EC) No 1562/2006<sup>3</sup> on 5 October 2006 concerning the conclusion of the Fisheries Partnership Agreement between the European Community and the Republic of Seychelles,
- (2) The Commission has negotiated with Seychelles, on behalf of the Union a new Protocol setting out the fishing opportunities and the financial contribution provided for by the Fisheries Partnership Agreement between the European Community and the Republic of Seychelles,
- (3) As a result of those negotiations, the a new Protocol to the Fisheries Partnership Agreement was initialled on 10 May 2013
- (4) In accordance with Council Decision No .../2013/EU<sup>4</sup> the new Protocol has been signed on , subject to its conclusion at a later date.
- (5) It is in the interest of the EU to implement the Partnership Agreement in the fisheries sector with the Republic of the Seychelles, through a Protocol setting out the fishing opportunities and the financial contribution and defining the conditions to promoting responsible fishing and sustainable fisheries in the fishing zone of the Republic of the Seychelles. It is therefore appropriate to approve the Protocol on behalf of the Union.
- (6) The Partnership Agreement in the fisheries sector between the European Community and the Republic of the Seychelles has established in its Article 9, a Joint Committee responsible for monitoring the implementation of the Agreement and, where appropriate, adopting amendments to the Protocol. In order to implement these changes, it is appropriate to empower the Commission to approve them under a simplified procedure
- (7) The Protocol should be approved on behalf of the European Union,

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<sup>1</sup> OJ C , , p. .

<sup>2</sup> OJ C ....

<sup>3</sup> OJ L290 of 20.10.2006

<sup>4</sup> Council Decision .../2013/EU of ..... (OJ L ..., ..., p. ....

HAS ADOPTED THIS DECISION:

*Article 1*

The Protocol setting out the fishing opportunities and the financial contribution provided for by the Fisheries Partnership Agreement between the European Community and the Republic of Seychelles is hereby approved on behalf of the Union.

*Article 2*

The President of the Council shall designate the person empowered to proceed, on behalf of the Union, to the notification provided for in Article 16 of the Protocol, in order to express the consent of the European Union to be bound by the Protocol.

The text of the Protocol is attached to this Decision.

*Article 3*

This Decision shall enter into force on the day following that of its publication in the Official Journal of the European Union<sup>5</sup>.

Done at Brussels,

*For the Council*  
*The President*

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<sup>5</sup> The date of entry into force of the Agreement will be published in the *Official Journal of the European Union* by the General Secretariat of the Council.

## **PROTOCOL**

### **Protocol setting out the fishing opportunities and the financial contribution provided for by the Fisheries Partnership Agreement between the European Union and the Republic of Seychelles**

#### *Article 1*

##### *Period of application and fishing opportunities*

1. Article For a period of six years from the date of the start of the provisional application, the fishing opportunities granted under Article 5 of the Fisheries Partnership Agreement shall be as follows:
  - (a) 40 tuna purse seine vessels, and
  - (b) 6 surface longliners.
2. Paragraph 1 shall apply subject to Articles 5 and 6 of this Protocol.
3. Under Article 6 of the Fisheries Partnership Agreement, vessels flying the flag of a Member State of the European Union may engage in fishing activities in fishing areas within the Seychelles' Exclusive Economic Zone (EEZ) only if they are in possession of a fishing authorisation or licence issued under this Protocol in accordance with the Annex hereto.

#### *Article 2*

##### *Financial contribution - Methods of payment*

1. For the period referred to in Article 1, the total financial contribution referred to in Article 7 of the Fisheries Partnership Agreement shall be EUR 30 700 000 for the whole duration of this Protocol.
2. This total financial contribution shall comprise:
  - (a) an annual amount for access to Seychelles' EEZ of EUR 2 750 000 for the first and second years' of the application of the Protocol and EUR 2 500 000 for the remaining years (three to six), equivalent to a reference tonnage of 50,000 tonnes per year, and
  - (b) a specific amount of EUR 2 600 000 for the first and second years' application of the Protocol, and EUR 2 500 000 for the remaining years (three to six) for the support and implementation of Seychelles' sectoral fisheries policy and maritime policy.
3. Paragraph 1 shall apply subject to Articles 3, 4, 5, and 6 of this Protocol.
4. The European 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. Payment shall be made no later than 90 days after the date of the start of the provisional application, and no later than the anniversary date of this Protocol for the following years.
5.
  - (a) The Seychelles authorities shall monitor the development of the fisheries by EU vessels to ensure appropriate management of the reference tonnage of 50,000 tonnes per year. In the course of this monitoring, the Seychelles shall notify the EU as soon as the total catches of EU vessels reported in the Seychelles fishing area reaches 80% of the reference tonnage. On receipt of this notification, the EU shall immediately notify the Member States of this notification.
  - (b) Once the level of 80% of the reference tonnage has been reached, the Seychelles shall monitor on a daily basis the level of catches from the EU fleet, and inform the EU immediately when the reference tonnage level is exceeded. The EU shall also

immediately inform the Member States on receipt of the notification from the Seychelles.

- (c) From the date of notification, identified in sub-paragraph b above, by the Seychelles to the EU, to the end of the period of the annual fishing authorisations for the vessels, the Unit price paid for the additional catches shall be the total Unit rate for the year in question. Of this amount, the shipowners shall pay the amount equivalent to that foreseen under Section 2 of the Annex, relating to Fishing Authorisation conditions for the year concerned.
  - (d) The EU shall pay the amount equivalent to the balance between the Unit price to be paid for that year, and the amount paid by the shipowners. However, the total annual amount paid by the European Union shall not be more than twice the amount indicated in paragraph 2 (a) of Article 2. Where the quantities caught by EU vessels exceed the quantities corresponding to twice the total amount of the annual payment from the EU, the amount due for the quantity exceeding that limit shall be paid in the following year.
6. Seychelles shall have full discretion regarding the use to which the financial contribution specified in Article 2 paragraph 2 (a) is put.
  7. The financial contribution shall be paid into a single Seychelles' Public Treasury account opened with the Central Bank of Seychelles. The account number shall be provided by the Seychelles authorities.

### *Article 3*

#### *Promoting responsible fishing and sustainable fisheries in Seychelles' waters*

1. No later than 90 days after the date of the start of the provisional application, the European Union and Seychelles shall agree, within the Joint Committee provided for in Article 9 of the Fisheries Partnership 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 2 paragraph 2 (b);
  - (b) the objectives, both annual and multiannual, to be achieved with a view to introducing, over time, responsible fishing and sustainable fisheries, taking account of the priorities expressed by Seychelles in its national fisheries and maritime policy, and other policies relating to or having an impact on the promotion of responsible fishing and sustainable fisheries, including marine protected areas;
  - (c) criteria and procedures for evaluating the results obtained each year.
2. Any proposed amendments to the multiannual sectoral programme shall be approved by both Parties within the Joint Committee.
3. If either Party requests a special meeting of the Joint Committee, as provided by Article 9 of the Agreement, a written request shall be sent by the Party requesting the special meeting of the Joint Committee at least 14 days before the date of the proposed meeting.
4. Each year, Seychelles may allocate, if necessary, an additional amount to the financial contribution referred to in Article 2 paragraph 2 (b) with a view to implementing the multiannual programme. This allocation shall be notified to the European Union.

## Article 4

### *Scientific cooperation on responsible fishing*

1. The two Parties hereby undertake to promote responsible fishing in Seychelles' waters based on the principle of non-discrimination between the different fleets fishing in those waters.
2. During the period covered by this Protocol, the European Union and Seychelles shall endeavour to monitor the state of fishery resources in the Seychelles' EEZ.
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 living resources.
4. Both Parties shall endeavour to respect the resolutions and recommendations of the Indian Ocean Tuna Commission (IOTC) regarding conservation and responsible management of fisheries.
5. Based on the recommendations and resolutions taken within the IOTC and the best available scientific advice and, where appropriate, the results of the joint scientific meeting provided for by Article 4 of the Fisheries Partnership Agreement, the two Parties may consult each other within the Joint Committee provided for in Article 9 of the Fisheries Partnership Agreement and, where necessary, agree on the measures to ensure sustainable management of Seychelles' fisheries resources.

## Article 5

### *Adjustment of fishing opportunities and revision of technical provisions by mutual agreement through the Joint Committee*

1. As provided for in Article 9 of the Fisheries Partnership Agreement, the Joint Committee may reassess the fishing opportunities referred to in Article 1 and these may be adjusted by mutual agreement in the Joint Committee insofar as the recommendations and resolutions 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 2 paragraph 2 (a) shall be adjusted proportionately and *pro rata temporis*. However, the total annual amount paid by the European Union shall not be more than twice the figure indicated in Article 2, paragraph 2 (a).
3. The Joint Committee may also, as necessary, revise by mutual agreement technical provisions of the Protocol and Annex.

## Article 6

### *New fishing opportunities*

1. In the event that European Union fishing vessels become interested in engaging in fisheries not provided for in Article 1 of the Fisheries Partnership Agreement, the Parties shall consult each other before any possible authorisation is granted for any such activities and, where appropriate, agree on the conditions for such fishing including effecting corresponding amendments to this Protocol and the Annex thereto.
2. The Parties should encourage experimental fishing, especially relating to under exploited deep water species, present in Seychelles' waters. To this end, and at the request of one Party, the Parties shall consult each other with a view to determining on a case by case basis, the species, conditions and other parameters that are relevant.

3. The Parties shall carry out experimental fishing in accordance with parameters that will be agreed by both Parties in an administrative arrangement where appropriate. The authorisations for experimental fishing should be agreed for a maximum period of 6 months.
4. In the event that the Parties consider that experimental campaigns have given positive results, the Government of Seychelles may allocate fishing possibilities of the new species to the European Union fleet until the expiration of this Protocol. The financial compensation mentioned in Article 2 paragraph 2 (a) of this Protocol shall consequently be increased. Ship-owners' fees and conditions as provided for in the Annex shall be amended accordingly.

#### *Article 7*

##### *Suspension and review of the payment of the financial contribution*

1. Notwithstanding the provisions laid out in Article 8 of this Protocol, the financial contribution referred to in Article 2 paragraph 2 (a) and (b) shall be reviewed or suspended after consultation between the two Parties provided that the European 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 fishing areas within the Seychelles' EEZ;
  - (b) following significant changes in the policy guidelines of either one of the Parties affecting the relevant provisions of this Protocol;
  - (c) if the European 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 EU vessels shall be suspended.
2. The European Union reserves the right to suspend, totally or partially, the payment of the specific contribution provided for in Article 2, paragraph 2 (b) where the results of the sectoral policy support obtained are found to be materially inconsistent with the budgeted programming following the evaluation carried out and consultations within the Joint Committee as provided by Article 3 of this Protocol.
3. Payment of the financial contribution and fishing activities may recommence once the situation has returned to the status prior to the occurrence of the above mentioned circumstances and if the two Parties agree to do so following consultation.

#### *Article 8*

##### *Suspension of the implementation of the Protocol*

1. Implementation of this Protocol shall be suspended at the initiative of either one of the Parties subject to consultations between and agreement of the Parties within the Joint Committee provided for in Article 9 of the Agreement:
  - (a) if exceptional circumstances, other than natural phenomena, prevent fishing activities in fishing areas within the Seychelles' EEZ;
  - (b) in case the European Union fails to make the payments provided for in Article 2, paragraph 2 (a) for reasons not covered by Article 7 of this Protocol;
  - (c) where a dispute arises between the Parties over the interpretation and implementation of this Protocol and its Annex which cannot be settled;
  - (d) if either one of the Parties does not respect the provisions laid out by this Protocol and its Annex;



- (e) following significant changes in the policy guidelines of either one of the Parties affecting the relevant provisions of this Protocol;
  - (f) if either one of the Parties 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.
  - (g) in case of non compliance with the International Labour Organisation Declaration on Fundamental Principles and Rights at Work as provided in Article 3, paragraph 5 of the Fisheries Partnership Agreement.
2. Suspension of implementation of this Protocol shall require the Party concerned to notify its intention in writing at least three months before the date on which the suspension is due to take effect.
  3. In the event of suspension of implementation, the Parties shall continue to consult with a view to finding an amicable settlement to their dispute. Where such settlement is reached, implementation of this Protocol shall resume and the amount of the financial contribution shall be reduced proportionately and *pro rata temporis* according to the period during which implementation of this Protocol was suspended.

*Article 9*  
*Applicable law*

1. The activities of European Union fishing vessels in Seychelles' EEZ are subject to the laws and regulations of Seychelles unless otherwise provided under this Protocol and the Annex thereof.
2. Both Parties shall notify forthwith each other of any changes in their respective fisheries policy or legislation.

*Article 10*  
*Confidentiality*

Both Parties shall ensure that only aggregated data related to fishing activities in the Seychelles waters shall be made available to the public domain, in conformity with the provision of the appropriate IOTC resolution. 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.

*Article 11*  
*Electronic exchanges of data*

1. The Seychelles and the European 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 will be considered equivalent to the paper version.
2. Both Parties will 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 in the manner defined in the Annex.

## *Article 12*

### *Mid-term Review*

The Parties agree that in order to evaluate the functioning and effectiveness of the Protocol, a mid-term review will be held three years following the date of the start of the provisional application of the Protocol.

## *Article 13*

### *Termination*

1. In the event of termination of this Protocol, the Party concerned shall notify the other Party in writing of its intention to terminate it at least six months before the date on which such termination should take effect.
2. Dispatch of the notification referred to in the previous paragraph shall open consultations by the Parties.

## *Article 14*

### *Obligation on Expiry of Protocol or Termination*

1. In the case of the expiry of the Protocol or its termination as provided by Article 12, EU vessel owners shall continue to be liable for any breach of the provisions of the Agreement or the Protocol or any laws of the 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 two Parties shall continue to monitor the implementation of the sectoral support provided under Article 2. 2(b) of the Protocol.

## *Article 15*

### *Provisional Application*

This Protocol shall be applied provisionally from 18 January 2014.

## *Article 16*

### *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 EUROPEAN UNION VESSELS IN SEYCHELLES WATERS

## CHAPTER I - MANAGEMENT MEASURES

### *Section 1*

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

1. Only eligible European Union vessels may obtain a fishing authorisation to fish in Seychelles' waters under the Protocol setting out the fishing opportunities and the financial contribution provided for by the Fisheries Partnership Agreement between the European Community and the Republic of Seychelles.
2. 'Fishing authorisation' means a valid entitlement or license to engage in fishing activities in accordance with the terms of the said fishing authorisation provided under the Protocol.
3. For a European Union vessel to be eligible, neither the owner, the master nor the vessel itself must be prohibited from fishing in Seychelles. They must be in order with the laws of the Seychelles and they must have fulfilled all prior obligations arising from their fishing activities in Seychelles under fisheries agreements concluded with the European Union. Moreover, they shall comply with the Council Regulation n°1006/2008 regarding fishing authorisations.
4. All European 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 relevant European Union authorities shall submit to the competent authority of Seychelles as defined in Article 2 of the Fisheries Partnership Agreement a fishing authorisation application for each vessel wishing to fish under the Fisheries Partnership Agreement at least 20 days before the date of commencement of the period of validity.
6. Where a fishing authorisation application has not been submitted prior to the period of validity under point 5, the vessel-owner may do so through the EU during the period of validity, no later than 20 days before the start of the fishing activities. In such cases, vessel owners shall pay the advance fees due for the full validity period of the fishing authorisation.
7. Each application for a fishing authorisation shall be submitted to the competent authority of Seychelles on a form drawn up in accordance with the specimen in 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) any other documents or certificates required under the specific rules applicable to the type of vessel concerned pursuant to the Protocol.
8. The fee shall be paid into the account provided by the Seychelles authorities.
9. Fees shall include all national and local charges except for port taxes and service charges.
10. Fishing authorisations for all vessels shall be issued to shipowners or their agents within 15 days of receipt of all the documents referred to in point 7 by the competent authority of Seychelles.

A copy of these fishing authorisations shall be sent to the Delegation of the European Union responsible for the Seychelles.

11. A fishing authorisation shall be issued for a specific vessel and shall not be transferable except for force majeure, as outlined in point 12 below.
12. Where *force majeure* is proven, at the request of the European Union, a vessel's fishing authorisation may be transferred, for the remaining period of its validity, to another eligible vessel with similar characteristics, with no further fee due. However, for long liners, if the gross registered tonnage (GRT) of the replacing vessel is higher, the difference in fee shall be paid *pro rata temporis*.
13. The owner of the first vessel, or his agent, shall return the cancelled fishing authorisation to the competent authority of Seychelles via the Delegation of the European Union responsible for the Seychelles.
14. The new fishing authorisation shall take effect on the day that the vessel's owner returns the cancelled fishing authorisation to the competent authority of Seychelles. The Delegation of the European Union responsible for the Seychelles shall be informed of the fishing authorisation transfer.
15. The fishing authorisation must be kept on board the vessel at all times, notwithstanding the provisions of Chapter VII – Control – point 1, of this Annex.

## *Section 2*

### *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 1 above.
2. The fees to be paid by shipowners shall be calculated on the basis of the following rate per tonne of fish caught:
  - For the first year of application of the Protocol, 55 EUR per tonne;
  - For the second year of application of the Protocol, 60 EUR per tonne;
  - For the third year of application of the Protocol, 65 EUR per tonne;
  - For the fourth and fifth years of application of the Protocol, 70 EUR per tonne;
  - For the sixth year of application of the Protocol, 75 EUR per tonne;
3. The annual advance payment fee to be paid by the shipowners 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 year of application of the Protocol, the advance payment shall be 38 500 EUR, which the equivalent of 55 EUR per tonne for 700 tonnes of tuna and tuna like species caught within Seychelles' Fishing Areas.
    - For the second year of application of the Protocol, the advance payment shall be 42 000 EUR, which the equivalent of 60 EUR per tonne for 700 tonnes of tuna and tuna like species caught within Seychelles' Fishing Areas.
    - For the third year of application of the Protocol, the advance payment shall be 45 500 EUR, which the equivalent of 65 EUR per tonne for 700 tonnes of tuna and tuna like species caught within Seychelles' Fishing Areas.

For the fourth and fifth year of application of the Protocol, the advance payment shall be 49 000 EUR, which the equivalent of 70 EUR per tonne for 700 tonnes of tuna and tuna like species caught within Seychelles' Fishing Areas.

For the sixth year of application of the Protocol, the advance payment shall be 52 500 EUR, which the equivalent of 75 EUR per tonne for 700 tonnes of tuna and tuna like species caught within Seychelles' Fishing Areas.

*b. Long-line vessels (above 250GRT)*

For the first year of application of the Protocol, the advance payment shall be 6 600 EUR, which the equivalent of 55 EUR per tonne for 120 tonnes of tuna and tuna like species caught within Seychelles' Fishing Areas.

For the second year of application of the Protocol, the advance payment shall be 7 200 EUR, which the equivalent of 60 EUR per tonne for 120 tonnes of tuna and tuna like species caught within Seychelles' Fishing Areas.

For the third year of application of the Protocol, the advance payment shall be 7 800 EUR, which the equivalent of 65 EUR per tonne for 120 tonnes of tuna and tuna like species caught within Seychelles' Fishing Areas.

For the fourth and fifth year of application of the Protocol, the advance payment shall be 8 400 EUR, which the equivalent of 70 EUR per tonne for 120 tonnes of tuna and tuna like species caught within Seychelles' Fishing Areas.

For the sixth year of application of the Protocol, the advance payment shall be 9 000 EUR, which the equivalent of 75 EUR per tonne for 120 tonnes of tuna and tuna like species caught within Seychelles' Fishing Areas.

*c. Long-line vessels (below 250GRT)*

For the first year of application of the Protocol, the advance payment shall be 4 950 EUR, which the equivalent of 55 EUR per tonne for 90 tonnes of tuna and tuna like species caught within Seychelles' Fishing Areas.

For the second year of application of the Protocol, the advance payment shall be 5 400 EUR, which the equivalent of 60 EUR per tonne for 90 tonnes of tuna and tuna like species caught within Seychelles' Fishing Areas.

For the third year of application of the Protocol, the advance payment shall be 5 850 EUR, which the equivalent of 65 EUR per tonne for 90 tonnes of tuna and tuna like species caught within Seychelles' Fishing Areas.

For the fourth and fifth year of application of the Protocol, the advance payment shall be 6 300 EUR, which the equivalent of 70 EUR per tonne for 90 tonnes of tuna and tuna like species caught within Seychelles' Fishing Areas.

For the sixth year of application of the Protocol, the advance payment shall be 6 750 EUR, which the equivalent of 75 EUR per tonne for 90 tonnes of tuna and tuna like species caught within Seychelles' Fishing Areas.

4. In exceptional circumstances related to piracy which pose serious security threats to the vessels operating under the Fisheries Partnership Agreement forcing them to leave the Indian Ocean, the two Parties shall analyse the possibility of applying a *pro rata temporis*

payment on a case by case basis upon individual requests by shipowners sent through the European Commission.

5. The Seychelles authorities shall draw up a statement of fees due in respect of the previous calendar year on the basis of catch declarations submitted by European Union vessels and other information in the possession of the Seychelles authorities.
6. The statement shall be sent to the Commission before 31 March of the current year. The Commission shall transmit it before 15 April simultaneously to shipowners and national authorities of the concerned Member States.
7. Where the shipowners do not agree with the statement submitted by the Seychelles authorities, they may consult the scientific institutes competent for verifying catch statistics such as the IRD (Institut de Recherche pour le Développement), the IEO (Instituto Español de Oceanografía) and IPIMAR (Instituto de Investigação das Pescas e do Mar), and thereafter discuss together with the Seychelles competent authorities, who shall inform the Commission thereof, to establish the final statement before 31 May of the current year. In the absence of observations by the shipowners at that date, the statement submitted by the Seychelles authorities shall be considered as the final one. Where the final statement is less than the advance payment referred to in paragraph 2, the balance shall not be recoverable by the shipowner.

### *Section 3* *Supply vessels*

1. Supply vessels supporting EU fishing vessels operating under this Protocol shall be subject to the same provisions, fees and conditions as applicable to other such vessels under the Seychelles' written laws. In the event of any change in the provisions, fees and conditions the Seychelles shall inform the European Commission of this change before it enters into effect.
2. Supply vessels flying the flag of a Member State of the European Union shall be subject to the same procedure governing transmission of fishing authorisation applications as described in Section 1 above, to the extent applicable to them.

## **CHAPTER II - FISHING AREAS**

1. Fishing areas are defined as the Seychelles' EEZ with the exception of restricted or prohibited areas. The geographic co-ordinates of the Seychelles' EEZ and restricted or prohibited areas are listed in Appendix 2.
2. To avoid any adverse effect on small-scale fisheries in Seychelles' waters, fishing by European Union vessels shall not be authorised in the zones defined as restricted or prohibited in Seychelles' legislation as defined in Appendix 2 point 2, the geographical positions of which shall be communicated to the shipowners' representatives or agents.

## **CHAPTER III – MONITORING**

### *Section 1* *Catch recording*

1. All vessels authorised to fish in Seychelles' waters under the Fisheries Partnership Agreement shall be obliged to communicate their catches to the competent authority of Seychelles in the following manner, until such time as the Electronic catch Reporting System, referred to as ERS, is implemented by both Parties:
  - 1.1 The European Union vessels licensed to fish in Seychelles' waters shall fill a statement of catch form as set out in Appendices 3 and 4 on a daily basis, for each trip they undertake in

Seychelles' waters. 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 or his representative.

- 1.2 While in Seychelles waters, EU vessels shall report to the competent authority of the Seychelles, every three (3) days, the information required in the format provided for in Appendix 5.
- 1.3 As far as the submission of the statement of catch form referred to in points 1.1 and 1.3 is concerned, the European Union vessels shall:
  - in the case they call into Port Victoria, submit the completed form to the Seychelles authorities within five (5) days of arrival, or in any event before they leave port, whichever occurs first;
  - in any other case, send the completed form to the Seychelles authorities within fourteen (14) days of arrival in any port other than Victoria.
- 1.4 Copies of these statement of catch forms must simultaneously be sent to the scientific institutes referred to in Chapter I, Section 2, point 6, within the same time frame as provided in point 1.2 above.
2. The words “Outside Seychelles' waters” shall be entered in the abovementioned statement of catch form in respect of periods during which the vessel is not in Seychelles' EEZ.
3. The two Parties shall endeavour to implement from 1 June 2014 a system for the electronic exchange of catch and reporting data related to the fishing activities of the EU vessels in Seychelles' waters, as defined in the guidelines in Appendix 6.
4. Once the electronic system of catches declaration is implemented and in case of technical problems or malfunction, declarations of catches shall be made pursuant to point 1 above.

## *Section 2*

### *Catch communication: entering and leaving Seychelles' waters*

1. For the purposes of this Annex, the duration of a trip by a European Union vessel shall be defined as follows:
  - either the period elapsing between entering and leaving Seychelles' waters;
  - or the period elapsing between entering Seychelles' waters and a transshipment;
  - or the period elapsing between entering Seychelles' waters and a landing in Seychelles.
2. European Union vessels shall notify the Seychelles authorities at least six (6) hours in advance of their intention to enter or leave Seychelles' waters and every three days during their fishing activities in Seychelles' waters of their catches during this period.
3. When notifying entry/leaving, vessels shall also communicate their position at the time of communication and the volume and species in catches kept on board. These communications shall be made in the format set out in Appendix 5, by fax or e-mail, to the addresses provided therein.
4. The Seychelles authorities may exempt surface long liners not fitted with the appropriate communication equipment from the obligation to report in the format of Appendix 4 mentioned in the previous paragraph and replace it by a radio communication through the radio frequency mentioned in Appendix 7 point 3.
5. European Union fishing vessels found to be fishing without having informed the competent authorities of Seychelles shall be deemed as vessels without a fishing authorisation. The sanctions referred to in Chapter VIII, point 1.1 will be applicable in such cases.

*Section 3*  
*Landing*

1. The designated port for landing activities in the Seychelles is Victoria, Mahé.
2. All vessels wishing to land catches in Seychelles' designated ports shall notify the following information to the competent authority of Seychelles at least 24 hours in advance:
  - (a) the landing port;
  - (b) the name and IRCS of the landing fishing vessel;
  - (c) the date and time of landing;
  - (d) the quantity in Kg, rounded to the nearest 100Kg, by species to be landed;
  - (e) the product form presentation.
3. Landings shall be considered as an exit from Seychelles' waters as defined in Section 2.1. Vessels must therefore submit their Landing Declarations to the competent authorities of Seychelles, no later than twenty four (24) hours after completion of the landing, or in any event, before the donor vessel leaves port, whichever occurs first.
4. Tuna seiners shall endeavour to supply tuna to the Seychelles' cannery and/or the local industry at international market price.
5. Tuna seiners landing in Port Victoria will endeavour to make their by-catches available locally at the local market price.

*Section 4*  
*Transshipment*

1. All vessels wishing to tranship catches in Seychelles' waters shall do so only within Seychelles' ports. Transshipment at sea is forbidden and any person infringing this provision shall be liable to the penalties provided for by the Seychelles' law.
2. The shipowners or their agents must notify the following information to the competent authority of Seychelles at least 24 hours in advance:
  - (a) the transshipment port or area where the operation will occur;
  - (b) the name and IRCS of the donor fishing vessels;
  - (c) the name and IRCS of the receiving fishing vessel and/or reefer;
  - (d) the date and time of transshipment;
  - (e) the quantity in Kg, rounded to the nearest 100Kg, by species to be transhipped;
  - (f) the product form presentation.
3. Transshipment shall be considered as an exit from Seychelles' waters as defined in Section 2.1. Vessels shall submit their catch declarations to the competent authorities of Seychelles, no later than twenty four (24) hours after completion of the transshipment, or in any event, before the donor vessel leaves port, whichever occurs first.

*Section 5*  
*Vessels Monitoring System (VMS)*

With regards to the Vessel Monitoring System, all EU fishing vessels fishing, or intending to fish, in the fishing areas within the Seychelles EEZ under this Agreement, shall comply with all the provisions defined in the Appendix 8.



## CHAPTER IV – EMBARKING SEAMEN

1. Each tuna seiner shall take on board during its trip in Seychelles' waters at least two qualified Seychelles seamen designated by the agent of the vessel, in agreement with the shipowner, from the names on a list submitted by the competent authority of Seychelles. The Guidelines for the Engaging of Seychelles Seamen on EU Vessels are provided in Appendix 9.
2. The competent authority shall provide the shipowners or their agents on the date of entry into force of the Protocol and annually thereafter, with a copy of the list of qualified seamen designated by the Seychelles. The competent authority shall immediately and no later than 48 hours after, notify the shipowners or their agents of any modification to this list. If the shipowner or agent could not engage qualified seamen, the vessel will be relieved from this obligation and the associated obligations foreseen under this Chapter, notably paragraph 10 below.
3. When possible, shipowners shall endeavour to take on board 2 trainees in place of the above obligation regarding 2 Seychelles seamen embarkment. The two qualified trainees could be designated by the agent of the vessel, in agreement with the shipowner, from the names on a list submitted by the competent authority of Seychelles.
4. Shipowners shall endeavour to take on board additional Seychelles seamen.
5. The shipowner or agent shall inform the competent authority of Seychelles of the names and particulars of the Seychellois seamen who may be embarked on board the vessel concerned, mentioning their position in the crew list.
6. The International Labour Organisation's Declaration on Fundamental Principles and Rights at Work shall apply as of right to seamen signed on by EU vessels. 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.
7. In the case where Seychellois seamen are embarked, employment contracts shall be drawn up between the shipowners' agent(s) and the seamen and/or their trade unions or representatives in consultation with the competent authorities of Seychelles. These contracts shall guarantee the seamen the social security cover applicable to them, including life insurance, sickness and accident insurance, the pension 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.
8. In the case where Seychellois seamen are embarked, their wages shall be paid by the shipowners. The basic wage conditions, i.e. minimum wage before the addition of bonuses, granted to Seychellois seamen shall be set on either the basis of that provided by Seychelles legislation or the minimum standard set by the ILO. The basic minimum wage shall not be lower than those applied to Seychelles crews performing similar duties and shall under no circumstances be below ILO standards.
9. For the purposes of the enforcement and application of the law of employment of Seychelles, the shipowner's agent shall be considered as the local representative of the shipowner. The contract concluded between the agent and the seamen shall include also the conditions for repatriation and the pension benefit applicable to them.
10. All seamen employed aboard European Union vessels shall report to the master of the vessel designated on the day before their proposed embarkation date. Where a seaman fails to report on the date and time agreed for embarkation, shipowners shall be automatically absolved of their obligation to take the seaman on board.
11. Where the number of Seychelles qualified seamen or trainees on board of tuna seiners does not reach the minimum level as provided in paragraph 1 for reasons other than that referred to in the paragraph 9, each shipowner shall be obliged to pay a flat-rate amount equivalent

to a figure based on the number of days that his fleet operated in Seychelles' waters, taking the entry of the first vessel and exit of the last one as a reference, multiplied by the amount per day which is fixed at EUR 20. 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

1. Both Parties recognize the importance of respecting the obligations of IOTC Resolution 11/04 with regards to the Scientific Observer Programme.
2. For compliance purposes, provisions for observers are as follows, except in case of space limitations due to security requirements:
  - 2.1 Vessels authorised to fish in Seychelles' waters under the Fisheries Partnership Agreement shall take on board observers appointed by the Seychelles authorities on the terms set out below.
    - 2.1.1 European Union fishing vessels shall, at the request of the Seychelles authorities, take on board one observer if possible, in the context of a regional observation programme.
    - 2.1.2 The Seychelles authorities shall draw up a list of vessels designated to take an observer on board and a list of appointed observers. These lists shall be kept up to date. They shall be forwarded to the European Commission as soon as they have been drawn up, and every three months thereafter where they have been updated.
    - 2.1.3 The Seychelles authorities shall inform the shipowners concerned, or their agents, of the name of the observer appointed to be taken on board their vessel no later than 15 days before the observer's planned embarkation date.
3. The time spent on board by observers shall be fixed by the Seychelles authorities but, as a general rule, it should not exceed the time required to carry out their duties, unless the observer is appointed in the context of regional Observer Programmes where he/she may remain on board to undertake his/her duties in the context of the Programme. The Seychelles authorities shall inform the shipowners or their agents thereof when notifying them of the name of the observer appointed to be taken on board the vessel concerned.
4. The conditions under which observers are taken on board shall be agreed between shipowners or their agents and the Seychelles authorities after notification of the list of designated vessels.
5. Within two weeks and giving ten days' notice, the shipowners concerned shall make known at which port of Seychelles and on what dates they intend to take observers on board.
6. Where observers are taken on board in a foreign port, their travel costs shall be borne by the shipowner. Should a vessel with an observer (or two) from Seychelles on board leave Seychelles' waters, all measures must be taken to ensure the observer returns to Seychelles as soon as possible at the expense of the shipowner.
7. If the observer is not present at the time and place agreed and during the twelve hours following the time agreed, shipowners shall be automatically absolved of their obligation to take the observer on board.
8. Observers shall be treated as officers. They shall carry out the following tasks:
  - 8.1 observe the fishing activities of the vessels;
  - 8.2 verify the position of vessels engaged in fishing operations;

- 8.3 note the fishing gear used;
  - 8.4 verify the catch data for Seychelles' waters recorded in the logbook;
  - 8.5 verify the percentages of by-catches and estimate the quantity of discards;
  - 8.6 report fishing data including the quantity of catches and by-catches on board taken in Seychelles' waters, once a week by fax or e-mail or other means of communication,.
9. Masters of vessels shall do everything reasonably practicable to ensure the physical safety and welfare of observers while on board.
  10. Similarly, as far as possible, they 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 directly concerned with the vessel's fishing activities, including 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.
  11. While on board, observers shall:
    - 11.1 take all appropriate steps to ensure that the conditions of their boarding and presence on the vessel neither interrupt nor hamper fishing operations,
    - 11.2 respect the material and equipment on board and the confidentiality of all documents belonging to the vessel.
  12. At the end of the observation period and before leaving the vessel, observers shall draw up an activity report to be transmitted to the competent authorities of Seychelles, with a copy to the European Commission, which shall be signed by the observers. A copy of the report shall be handed to the master when the observers leave the vessel.
  13. Shipowners shall bear the cost of accommodating observers in the same conditions as the officers on the vessel.
  14. The salary and applicable taxes of the observers shall be borne by the competent authorities of Seychelles.

#### **CHAPTER VI – PORT EQUIPMENT AND USE OF SUPPLIES AND SERVICES**

European Union vessels shall endeavour to procure in Seychelles all supplies and services required for their operations. The Seychelles authorities shall lay down, in agreement with the shipowners, the conditions for using port equipment and, if necessary, supplies and services.

#### **CHAPTER VII - CONTROL**

Vessels shall comply with the written laws of Seychelles regarding fishing gears and the technical specifications thereof and all other technical measures applicable to their fishing activities, as well as with the conservation, management and other measures adopted by the Indian Ocean Tuna Commission.

##### 1. Vessel list

The European Union shall keep an up-to-date list of the vessels to which a fishing authorisation has been issued under this Protocol. This list shall be notified to the authorities of Seychelles responsible for fisheries inspection as soon as it is drawn up and each time it is updated.

##### 2. Control procedures

- 2.1 Masters of European Union fishing vessels engaged in fishing activities in Seychelles' waters shall cooperate with any Seychelles authorised and duly identified officer carrying out inspection and control of fishing activities.

- 2.2 In order to facilitate safer inspection procedures, without prejudice to the provisions of the written laws of Seychelles, boarding should be conducted in such a way that the inspection platform and the inspectors can be identified as Seychelles authorised officers.
- 2.3 Seychelles shall make available to the European Union a list with all inspection platforms used for sea inspections in line with FAO UNFSA recommendations. This list should contain *inter alia*:
- Fisheries Patrol Vessels (FPV) names;
  - FPV Vessel details;
  - FPV photo.
- 2.4 Seychelles may on the request of the European Union, or a body designated by it, allow EU inspectors to observe the activities of EU vessels, including transshipments, during onshore based controls.
- 2.5 Once an inspection has been completed and the inspection report signed by the inspector, the report shall be made available for signature, comments and remarks, if any, by the master. This signature shall not prejudice the rights of the Parties in the context of alleged infringement procedures. A copy of the inspection report shall be given to the master of the vessel before the inspection boarding party leaves the vessel.
- 2.6 These authorised officers shall not remain on board for longer than is necessary for the discharge of their duties.
3. Masters of European Union fishing vessels engaged in landing or transshipment operations in a port of Seychelles shall allow and facilitate the inspection of such operations by Seychelles authorised officers.
4. Where the provisions set out in this Chapter are not complied with, the Government of Seychelles reserves the right to suspend the fishing authorisation of the offending vessel until formalities have been completed and to apply the penalty laid down in existing Seychelles' legislation. The flag Member State and the European Commission shall be informed thereof.

## CHAPTER VIII- ENFORCEMENT

1. Sanctions
  - (1) Failure to observe any one of the provisions of the above chapters, the management and conservation of marine living resources measures, or the Seychelles' written laws, shall be subject to the penalties as laid down by the Seychelles' written laws.
  - (2) The flag Member State and the European Commission 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 European Commission may request another fishing authorisation which would have otherwise have been applicable, for a vessel from another ship-owner.
2. Arrest and detention of fishing vessels
3. The Seychelles authorities shall inform immediately the Delegation of the European Union responsible for the Seychelles and the EU flag State, of the arrest and/or detention of any fishing vessel operating under the Fisheries Partnership Agreement and shall transmit a copy of the inspection report, detailing the circumstances and reasons of the arrest and/or detention within 48 hours.
4. Information exchange procedure in the event of arrest and/or detention
  - (1) Whilst respecting the deadlines and procedures of legal proceedings as provided for by the written laws of Seychelles relating to arrest and/or detention, a consultation meeting shall be held, upon receipt of the above information, between the European Commission and the Seychelles competent authorities, possibly attended by a representative of the Member State concerned.
  - (2) 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.
5. Settlement of arrest and/or detention
  - (1) An attempt shall be made to resolve the presumed infringement amicably. This procedure shall be completed no later than three working days after the arrest and/or detention, in conformity with the written laws of Seychelles.
  - (2) In the event of an amicable settlement, the amount of the fine shall be determined in accordance with the written laws of Seychelles. If such an amicable settlement is not possible, the legal proceeding shall take its course.
  - (3) The 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.
6. The European Commission, via the Delegation of the European Union, shall be kept informed of any proceedings initiated and penalties imposed.

## Appendices

Appendix 1 – Fishing Authorisation Application form

Appendix 2 – Geographical Coordinates

(1) Seychelles EEZ

(2) Prohibited or Restricted Areas

Appendix 3 – Fishing Logbook sheet – Tuna Seiners

Appendix 4 – Fishing Logbook sheet – Longliners

Appendix 5 – Communication Format Reports

Appendix 6 – ERS Framework Guidelines

Appendix 7 – Seychelles Contact Details

(1) Seychelles Fishing Authority

(2) Seychelles Licensing Authority

(3) Seychelles FMC

Appendix 8 – VMS Framework

Appendix 9 – Guidelines for the engaging of Seychelles Seamen on EU Purse-seine vessels

**SEYCHELLES LICENSING AUTHORITY**  
**Application for Foreign Fishing Authorisation**

**I - APPLICANT**

1. Name of Applicant: .....
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:  Purseiner  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. Requirement for disposal of by catch: *AS PER FISHERIES ACT AND REGULATION.*
5. Reporting requirement: *AS PER FISHERIES ACT AND REGULATION.*
6. Designated Ports Landing/transshipping: *PORT VICTORIA, MAHE, SEYCHELLES.*

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

Issued in \_\_\_\_\_, \_\_\_\_\_ 20\_\_

Signature of the Applicant: \_\_\_\_\_

<b>FOR OFFICIAL USE ONLY</b>			
Licence fee EUR:	_____	Processing fees EUR:	_____
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Cash <input type="checkbox"/> Cheque No.: _____ <input type="checkbox"/> Bank Transfer Ref <sup>a</sup> : _____ Receipt No: _____			
Signature of Cashier: _____ Date (DD/MM/YYYY): ____ / ____ / ____			

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



## Geographical Coordinates

### 1. Seychelles' EEZ

Point	Latitude	Longitude
1	07° 46' S	43° 15' E
2	06° 04' S	46° 41'E
3	06° 19' S	47° 49'E
4	06° 30' S	48° 40'E
5	05° 41' S	49° 57'E
6	04° 32' S	50° 04'E
7	01° 38' S	52° 36'E
8	00° 29' S	56° 03'E
9	02° 39' S	58° 48'E
10	04° 01' S	59° 15'E
11	05° 34' S	59° 09'E
12	07° 10' S	59° 30'E
13	08° 27' S	59° 22'E
14	08° 33' S	58° 23'E
15	08° 45' S	56° 25'E
16	08° 56' S	54° 30'E
17	09° 39' S	53° 53'E
18	12° 17' S	53° 49'E
19	12° 47' S	53° 14'E
20	11° 31' S	50° 29'E
21	11° 05' S	50° 42'E
22	10° 17' S	49° 26'E
23	11° 01' S	48° 30'E
24	10° 47' S	47° 33'E
25	10° 37' S	46° 56'E
26	11° 12' S	45° 47'E
27	10° 55' S	45° 31'E
28	10° 27' S	44° 51'E
29	08° 05' S	43° 10'E

### Geographical Coordinates

#### 2. Forbidden and Restricted Fishing Zones within Seychelles EEZ

(As defined in the Laws of Seychelles, Fisheries Act Chapter 82, revised edition 2010)

##### Zone 1 - Mahe Island and Seychelles Bank

		Latitude		Longitude	
Point '01.	5°	22.0'	S	57°	23.04' E
Point '02.	3°	40.0'	S	56°	06.9' E
Point '03.	3°	30.0'	S	55°	11.0' E
Point '04.	3°	55.0'	S	54°	23.0' E
Point '05.	4°	44.0'	S	56°	08.0' E
Point '06.	5°	38.0'	S	56°	08.0' E
Point '07.	6°	34.04'	S	56°	02.0' E
Point '08.	6°	34.0'	S	56°	23.0' E, and back to Point one, point of commencement

##### Zone 2 - Platte Island

		Latitude		Longitude	
Point '01.	6°	06.3'	S	55°	35.6' E
Point '02.	5°	39.0'	S	55°	35.6' E
Point '03.	5°	39.0'	S	55°	10.0' E
Point '04.	5°	39.0'	S	55°	10.0' E, and back to Point one, point of commencement

##### Zone 3 - Coetivy Island

		Latitude		Longitude	
Point '01.	7°	23.0'	S	56°	25.0' E
Point '02.	6°	53.0'	S	56°	35.0' E
Point '03.	6°	53.0'	S	56°	06.0' E
Point '04.	6°	06.3'	S	55°	10.0' E, and back to Point one, point of commencement

##### Zone 4 - Fortune Bank

		Latitude		Longitude	
Point '01.	7°	35.0'	S	57°	13.0' E
Point '02.	7°	01.0'	S	56°	56.0' E
Point '03.	7°	01.0'	S	56°	45.0' E
Point '04.	7°	16.0'	S	56°	40.0' E
Point '05.	7°	35.0'	S	56°	49.0' E, and back to Point one, point of commencement

#### Zone 5 - Amirantes Islands

	Latitude			Longitude		
Point '01.	5°	45.0'	S	53°	55.0'	E
Point '02.	4°	41.0'	S	53°	35.6'	E
Point '03.	4°	41.0'	S	53°	13.0'	E
Point '04.	6°	09.0'	S	52°	36.0'	E
Point '05.	6°	33.0'	S	53°	06.0'	E, and back to Point one, point of commencement

#### Zone 6 - Alphonse Island

	Latitude			Longitude		
Point '01.	7°	21.5'	S	52°	56.5'	E
Point '02.	6°	48.0'	S	52°	56.5'	E
Point '03.	6°	48.0'	S	52°	32.0'	E
Point '04.	7°	21.5'	S	52°	32.0'	E, and back to Point one, point of commencement

#### Zone 7 - Province, Farquhar and St Pierre and Wizard Reef

	Latitude			Longitude		
Point '01.	10°	20.0'	S	51°	29.0'	E
Point '02.	8°	39.0'	S	51°	12.0'	E
Point '03.	9°	04.0'	S	50°	28.0'	E
Point '04.	10°	30.0'	S	50°	46.0'	E, and back to Point one, point of commencement

#### Zone 8 - Cosmoledo and Astove islands

	Latitude			Longitude		
Point '01.	10°	18.0'	S	48°	02.0'	E
Point '02.	9°	34.0'	S	47°	49.0'	E
Point '03.	9°	23.0'	S	47°	34.0'	E
Point '04.	9°	39.0'	S	47°	14.0'	E
Point '05.	10°	18.0'	S	47°	36.0'	E, and back to Point one, point of commencement

#### Zone 9 - Aldabra and Assomption Islands

	Latitude			Longitude		
Point '01.	9°	54.0'	S	46°	44.0'	E
Point '02.	9°	10.0'	S	46°	44.0'	E
Point '03.	9°	10.0'	S	46°	01.0'	E
Point '04.	9°	59.0'	S	46°	01.0'	E, and back to Point one, point of commencement





## Communication Format Reports

### Entry Report (COE)<sup>7</sup>

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

### Exit Report (COX)<sup>8</sup>

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<sup>9</sup>

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	

**All reports shall be transmitted to the competent authority through the following contacts:**

**E-mail:** [fmcs@sfasc.sc](mailto:fmcs@sfasc.sc)

**Fax:** +248 4225 957

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

<sup>7</sup> Sent six (6) Hours before entering Fishing Zones within Seychelles EEZ.

<sup>8</sup> Sent six (6) Hours before entering Fishing Zones within Seychelles EEZ.

<sup>9</sup> Every three (3) days after entering Fishing Zones within Seychelles EEZ.

## Framework guidelines for the implementation and management of an electronic system to record and report fishing activities data (ERS)

### GENERAL PROVISIONS

1. All EU 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 waters of Seychelles.
2. An EU vessel that is not equipped with an ERS system, or if the ERS system installed on board is not functional, is not allowed to enter the waters of Seychelles to conduct fishing activities.
3. The ERS data is transmitted in accordance with the present guidelines to the Fisheries Monitoring Centre (hereinafter referred to as "FMC") of the flag State, which ensures the automatic provision to the Seychelles FMC.
4. The flag State and Seychelles ensure that their FMC are equipped with the hardware and software required for the automatic transmission of ERS data in XML format available on [[http://ec.europa.eu/cfp/control/codes/index\\_en.htm](http://ec.europa.eu/cfp/control/codes/index_en.htm)], and have backup procedures capable of recording and storing ERS data in a computer readable form for a period of at least 3 years.
5. Any modification or update of the format referred to in point 3 shall be identified and dated, and shall be operational six months after its implementation.
6. The ERS data transmission must use electronic means of communication managed by the European Commission on behalf of the EU, identified as DEH (Data Exchange Highway).
7. The flag State and Seychelles shall both designate single points of contact for ERS:
  - (a) The corresponding ERS single points of contact are appointed for a minimum period of six months;
  - (b) The FMC of the flag State and Seychelles shall notify each other before 01/04/2014 the contact details (name, address, telephone, telex, e-mail) of their corresponding ERS single point of contact;
  - (c) Any changes to the contact details mentioned above must be communicated without delay.

### REPORTING AND TRANSMISSION OF ERS DATA

1. The EU fishing vessels shall:
  - (a) Transmit daily the ERS data for each day spent in the waters of Seychelles;

- (b) Register for each haul the quantities of each species caught and retained on board as a target species or by catch, and/or rejected;
  - (c) For each species identified in the fishing authorization issued by Seychelles, zero catches must also be reported;
  - (d) Each species must be identified by its FAO 3 alpha code;
  - (e) Quantities are expressed in kilograms of live weight and, if required, number of individuals;
  - (f) Record in the ERS data, for each species identified in the fishing authorization issued by Seychelles, the quantities which are transhipped and/or landed;
  - (g) Record in the ERS data at each entry (COE message) and exit (COX message) of the waters of Seychelles, a specific message containing, for each species identified in the fishing authorization issued by Seychelles, the quantities that are held on board at the time of the entry or exit;
  - (h) Transmit daily the ERS data to the FMC of the flag state, in the format referred to in paragraph 3 above, no later than 23:59H UTC.
2. The captain is responsible for the accuracy of the ERS data recorded and transmitted.
  3. The FMC of the flag state will automatically and without delay forward the ERS data to the FMC of Seychelles.
  4. The FMC of Seychelles shall confirm receipt of the ERS data with a return message and treat all ERS data as confidential.

**FAILURE OF THE ERS SYSTEM ABOARD THE SHIP, AND/OR FOR THE TRANSMISSION OF ERS DATA BETWEEN THE VESSEL AND THE FMC OF THE FLAG STATE**

1. The flag State shall promptly inform the master and/or owner of a vessel flying its flag, or its representative, of any technical malfunction of the ERS equipment installed on board the vessel, or of non-transmission of ERS data between the vessel and the flag State FMC.
2. The flag State shall notify Seychelles of the fault and of the corrective actions taken.
3. In the case of failure of the ERS system on board of the vessel, the captain and/or owner shall repair or replace the defective equipment within 10 days. If the vessel makes a port call within these 10 days, it shall only resume its fishing activities in the waters of Seychelles when the ERS system is fully functioning, unless otherwise authorized by the Seychelles.
4. A fishing vessel may not leave the port with a defective ERS system unless:
  - (a) the system is fully functional again, to the satisfaction of the flag State and of the Seychelles, or;
  - (b) if the vessel has no intention to resume its fishing activities in the waters of Seychelles, the vessel receives the authorization of the flag State. In this case, the flag State shall inform the Seychelles of its decision before the ship leaves the port.



5. Any EU vessel operating in the waters of Seychelles with a faulty ERS system shall provide daily, and no later than 23:59H UTC, all ERS data to the FMC of the flag state by any other electronic means of communication available and accessible to the Seychelles until such time as the ERS system is repaired in the deadline referred to in paragraph 14.
6. The ERS data that could not be made available to Seychelles though the ERS system due to the failure referred to in paragraph 12, shall be transmitted by the FMC of the flag State to Seychelles FMC in an alternative electronic format mutually agreed. This alternative transmission is considered as a priority, given that transmission delays normally applicable may not be respected.
7. If the FMC of Seychelles does not receive the ERS data from a vessel for 3 consecutive days, Seychelles may instruct the vessel to proceed immediately to a port designated by Seychelles for investigation.

#### **FAILURE OF THE FMC - NON-RECEIPT OF THE ERS DATA BY THE FMC OF SEYCHELLES**

1. When one of the FMC does not receive the ERS data, its ERS single contact shall promptly inform the ERS single contact of the other FMC and, if necessary, collaborate to solve the problem.
2. The FMC of the flag State and the FMC of Seychelles shall mutually agree before 01/06/2014 on the alternative electronic means of communication to be used for the transmission of the ERS data in case of failure of an FMC, and inform each other without delay of any change.
3. Whenever the FMC of Seychelles reports that have not been received ERS data, the FMC of the flag State shall identify the causes of the problem and take appropriate measures to ensure that the problem is solved. The FMC of the flag State shall notify the FMC of Seychelles and the EU of the results and measures taken within 24 hours from the acknowledgment of the failure.
4. If the resolution of the problem requires more than 24 hours, the FMC of the flag State shall forward the missing ERS data to the FMC of Seychelles using the alternative means of communication referred to in paragraph 17.
5. Seychelles shall inform its competent Monitoring Control and Surveillance (MCS) services so that the EU vessels are not subject to any infringement procedure for the non-reception of the ERS data by the Seychelles FMC due to the failure of the FMC.

#### **MAINTENANCE OF AN FMC**

1. The scheduled maintenance of an FMC (maintenance program) that is likely to affect the exchange of ERS data must be notified to the other FMC at least 72 hours in advance, indicating if possible the date and the duration of the maintenance. Unscheduled maintenance shall be communicated as soon as possible to the other FMC.
2. During the maintenance, the provision of ERS data can be queued until the system is operational again. Relevant ERS data are then made available immediately after maintenance has been completed.

3. If maintenance lasts more than 24 hours, the ERS data will be transmitted to the other FMC using the electronic alternative means referred to in paragraph 17.
4. Seychelles shall inform its competent Monitoring Control and Surveillance (MCS) services so that the EU vessels are not subject to any infringement procedure for non-transmission of the ERS data due to maintenance of the FMC.

## **Seychelles Contact Coordinates**

### **1. Seychelles Fishing Authority**

Address:  
E-mail:  
Telephone:  
Fax:

### **2. Seychelles Licensing Authority**

Address:  
E-mail:  
Telephone:  
Fax:

### **3. Seychelles Fishing Monitoring Centre (FMC)**

Address:  
E-mail:  
Telephone:  
Fax:

### **Focal point**

Name:  
E-mail:  
Mobile Phone:

## Vessel Monitoring System (VMS)

### GENERAL PRINCIPLES

1. With regards to the Vessel Monitoring System mentioned in the Chapter 3 Section 5 of the Annex to the Protocol, all fishing vessels fishing, or intending to fish, in the fishing waters of Seychelles, shall comply with all the following provisions.
2. An EU vessel that is not equipped with a VMS Vessel Locator Device (VLD), or if the VLD installed on board is not functional, is not allowed to enter the waters of Seychelles to conduct fishing activities.
3. Vessels positions and movements shall be monitored, inter alia, by a VMS, without discrimination, in accordance with the provisions set out below.
4. For the purposes of VMS, the Seychelles authorities shall communicate to the Fisheries Monitoring Centres (FMCs) of the flag States the geographical coordinates (Latitudes and Longitudes) of the Seychelles' fishing waters.
5. The Seychelles authorities will transmit this information in electronic format, expressed in degrees decimal in the WGS-84 *datum* to the European Union. The coordinates are those indicated in the Appendix 2 n.1 to this Annex.
6. The Seychelles authorities and the national FMCs will exchange information on their respective contact coordinates, namely electronic addresses in https format or where appropriate other secure communication protocol and the specifications to be used in their respective FMCs as well as any alternative means of communication to be used in case of failure. All this information will be included in the Appendix 7 n.2 to this Annex.
7. All vessels holding a fishing authorisation must be equipped with a fully operational Vessel Location Device (VLD) installed on board, to enable automatic and continuous communication of their geographical coordinates, to the fishing monitoring centre (FMC) of their flag state. The frequency of transmission shall be on an hourly basis.
8. It is agreed that, at the request of either Party, there will be an exchange of information on the VMS equipment used, in order to ensure that the said equipment is fully compatible with the requirements of the other Party for the purposes of these provisions.
9. The Parties agree to review these provisions as and when appropriate, including the relevant analysis of cases of malfunctioning or anomalies related to individual vessels. All such cases will have to be notified by the Seychelles authorities to the EU flag Member States and to the European Commission at least 15 days before the review which shall occur in the framework of the Joint Committee (JC).
10. Any dispute concerning the interpretation or the application of these provisions shall be subject to consultation between the Parties within the framework of the Joint Committee provided for in Article 9 of the Fisheries Partnership Agreement.

## **INTEGRITY OF THE VMS**

1. The vessel Master is prohibited, or anyone authorised by him to switch off, obstruct its VLD, or interferes in any form with the data transmitted to the Flag State FMC, when operating in Seychelles' waters.
2. The master shall be responsible for the accuracy of the VMS data recorded and transmitted.
3. In particular, the Master shall ensure that:
  - (a) data are not altered in any way;
  - (b) the antenna or the antennas connected to the satellite tracking devices are not obstructed in any way;
  - (c) the power supply of the satellite tracking devices is not interrupted in any way;
  - (d) the vessel locating device is not removed from the vessel or the place where it was first installed;
  - (e) any replacement of a vessel tracking device is immediately notified to the Seychelles competent authority.
  - (f) any breach of the above-mentioned obligations may render the master liable for sanctions as provided under the written laws of Seychelles.
4. The VMS hardware and software components shall be, as far as possible, tamper proof i.e. shall not permit the input or output of false positions and must not be capable of being manually over-ridden.
5. The system shall be fully automatic and operational at all times regardless of environmental conditions. It shall be prohibited to destroy, damage, render inoperative or otherwise interfere with the satellite tracking device.
6. The position of the vessels will be determined with a margin of error of less than 100 metres and with a confidence interval of 99%.

## **VMS DATA TRANSMISSION**

1. When a vessel fishing under the EU/Seychelles Fisheries Partnership Agreement enters into the Seychelles' fishing waters, subsequent position reports shall be automatically communicated by the FMC of the flag State to the FMC of Seychelles, in real time, on a frequency set on point 7 above.
2. The VMS messages reported shall be identified by using the following 3 letter codes:
  - (a) "ENT", first VMS data report transmitted by each vessel upon entering the Seychelles fishing waters;
  - (b) "POS", every VMS data report transmitted by each vessel while within the Seychelles fishing waters;
  - (c) "EXI", first VMS data report transmitted by each vessel after exiting the Seychelles fishing waters;
3. The frequency of transmission can be changed up to a 30 minutes basis, when strong evidence is provided demonstrating that the vessel is perpetrating an infringement.

- (a) This evidence shall be submitted by the Seychelles' FMC to the FMC of the flag State and to the European Commission, along with the request to alter frequency. The FMC shall send the data to the FMC of Seychelles automatically and in real time, immediately after receiving the request.
  - (b) The FMC of Seychelles shall notify immediately the FMC of the flag State and the European Commission of the end of the monitoring procedure.
  - (c) The FMC of the flag State and the European Commission shall be informed of the follow up of any inspection procedure based on the special request under point 9 above.
4. The messages referred to in point 7 shall be transmitted electronically in https format, or other secure communication protocols, subject to prior agreement between the relevant FMCs.

### **MALFUNCTION OF THE VMS EQUIPMENT ON BOARD OF THE VESSEL**

1. In the event of a technical problem or malfunction of the satellite monitoring device installed on board the fishing vessel, the master of that vessel shall communicate the information specified in point 7 by any of the communications form agreed in the point 6 above, to the FMC of the flag State concerned, starting from the time the failure or malfunction was informed by the Seychelles competent authority.
2. At least one global position report every four hours shall be transmitted while the vessel stays in Seychelles' waters. This global position report will include the hourly positions as registered by the master of that vessel during those four hours.
3. The FMC of the flag State or the vessel itself shall forward these messages to the Seychelles' FMC without delay. In case of necessity or doubts, the Seychelles competent authority could ask from a given vessel a transmission of position report every hour.
4. Defective equipment shall be repaired or replaced as soon as the vessel concludes its fishing trip. Any new fishing trip shall not begin until the equipment has been repaired or replaced and duly authorised by the Flag State, which will notify the Seychelles authorities of its decision.

### **FMC FAILURE - NON-RECEIPT OF VMS DATA BY THE SEYCHELLES FMC**

1. When one of the FMCs does not receive VMS data, this FMC shall promptly inform the other FMC contact of the other FMC and, if necessary, work together to solve the problem.
2. The FMC of the flag State and the FMC of Seychelles will mutually agree before 18 January 2014 alternative electronic means of communication to be used for the transmission of VMS data in case of failure of FMC, and inform without delay of any changes to these means.
3. Whenever the FMC of Seychelles reports that the VMS data have not been received, the FMC of the flag State shall identify the causes of the problem and take appropriate measures to ensure that the problem is solved. The FMC of the flag State shall notify the FMC of Seychelles of the results and measures taken within 24 hours from the acknowledgment of the failure.

4. If the resolution of the problem requires more than 24 hours, the FMC of the flag State shall forward the missing VMS data to the FMC of Seychelles using the alternative means of communication referred to in point 6 above.
5. Seychelles shall inform its competent Monitoring Control and Surveillance (MCS) services so that EU vessels are not subject to any infringement procedure for the non-reception of VMS data by the Seychelles FMC due to the failure of the FMCs systems.

#### **MAINTENANCE OF AN FMC**

1. The scheduled maintenance of an FMC (maintenance program) that is likely to affect the exchange of VMS data, must be notified to the other FMC at least 72 hours in advance, indicating if possible, the date and the duration of the maintenance. Unscheduled maintenance shall be communicated as soon as possible to the other FMC.
2. During the maintenance, the provision of VMS data can be queued until the system is operational again. Relevant VMS data are then made available immediately after maintenance has been completed.
3. If maintenance lasts more than 24 hours, the VMS data will be transmitted to the other FMC using the electronic alternative means referred to in paragraph 6.
4. Seychelles authorities shall inform its competent Monitoring Control and Surveillance (MCS) services so that EU vessels are not subject to any infringement procedure for non VMS data transmission due to maintenance of the FMC.

COMMUNICATION OF VMS MESSAGES TO SEYCHELLES  
POSITION REPORT (POS)

**A. Content of position report and definition of the data elements**

Piece of data	Code	Mandatory/ Optional	Comments
Start record	SR	M	System detail; indicates start of record
Address	AD	M	Message detail; destination Party Alfa-3 ISO country code
From	FR	M	Message detail; the transmitting Party Alfa-3 ISO country code
Type of message	TM	M	Message detail; message type, "POS"
Radio call sign	RC	M	Vessel detail; international radio call sign of the vessel
Internal Reference Number	IR	O	Vessel detail; Unique Party vessel number as Alfa-3 ISO flag country code followed by number
External Registration Number(1)	XR	O	Vessel detail; the side number of the vessel
Latitude	LA	M	Position detail; position of the vessel in degrees and minutes N/SDDMM (WGS-84)
Longitude	LO	M	Position detail; position of the vessel in degrees and minutes E/W DDDMM (Wgs-84)
Speed	SP	M	Position detail; vessel speed in tenths of knots
Course	CO	M	Position detail; vessel course in 360° scale
Date	DA	M	Position detail; UTC date of position (YYYYMMDD)
Time	TI	M	Position detail; UTC time of position (HHMM)
End of record	ER	M	System detail; indicates end of record

( 1 ) Mandatory for European Union Fishing vessels.

( 2 ) The plus sign (+) does not need to be transmitted, leading zeros can be omitted.

**B. Structure of the position report**

Each data transmission is structured as follows:

- double slash (//) and the characters ‘SR’ indicate the start of a message,
- a double slash (//) and field code indicate the start of a data element,
- a single slash (/) separates the field code and the data,
- pairs of data are separated by space,
- the characters ‘ER’ and a double slash (//) indicate the end of a record.



**Guidelines for the engaging of Seychelles Seamen on EU Purse-seine vessels**

The Seychelles authorities shall ensure that personnel engaged to be employed on EU vessels shall meet the following requirements:

- The Minimum age of the Seamen shall be 18;
- Seamen shall have a valid medical certificate, confirming that they are medically fit to perform their duties they are to carry out at sea. This certificate shall be issued by a duly qualified medical practitioner;
- Seamen shall have the valid vaccinations required for precautionary health purposes in the region;
- Seamen shall possess, as a minimum, valid certification for the following basic safety training,
  - personal survival techniques, including the donning of lifejackets
  - fire fighting and fire prevention
  - elementary first aid
  - personal safety and social responsibility; and
  - prevention of marine pollution.
- With particular regards to large fishing vessels, seamen should:
  - be familiar with the marine terms and order commonly used on fishing vessels;
  - be familiar with the dangers associated with fishing operations;
  - have an understanding of the operating conditions of fishing vessels and the dangers that they may pose;
  - be familiar and have knowledge in the use of the fishing equipment to be used in the execution of the purse-seine fishery;
  - have a general understanding and knowledge of the stability and associated seaworthiness of the vessel; and
  - have general knowledge of mooring operations and the handling of mooring ropes and their associated uses.

## **LEGISLATIVE FINANCIAL STATEMENT**

### **1. FRAMEWORK OF THE PROPOSAL/INITIATIVE**

- 1.1. Title of the proposal/initiative
- 1.2. Policy area(s) concerned in the ABM/ABB structure
- 1.3. Nature of the proposal/initiative
- 1.4. Objective(s)
- 1.5. Grounds for the proposal/initiative
- 1.6. Duration and financial impact
- 1.7. Management mode(s) envisaged

### **2. MANAGEMENT MEASURES**

- 2.1. Monitoring and reporting rules
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### **3. ESTIMATED FINANCIAL IMPACT OF THE PROPOSAL/INITIATIVE**

- 3.1.** Heading(s) of the multiannual financial framework and expenditure budget line(s) affected
- 3.2. Estimated impact on expenditure
  - 3.2.1. *Summary of estimated impact on expenditure*
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  - 3.2.3. *Estimated impact on appropriations of an administrative nature*
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- 3.3. Estimated impact on revenue

## LEGISLATIVE FINANCIAL STATEMENT

### 1. FRAMEWORK OF THE PROPOSAL/INITIATIVE

#### 1.1. Title of the proposal/initiative

Proposal for a Council Decision on the conclusion of the Protocol to the Fisheries Partnership Agreement between the European Community and the Republic of Seychelles setting out the fishing opportunities and the financial contribution foreseen in the Fisheries Partnership Agreement between the two Parties

#### 1.2. Policy area(s) concerned in the ABM/ABB structure<sup>10</sup>

11. - Maritime Affairs and Fisheries  
11.03 – International Affairs and Law of the Sea

#### 1.3. Nature of the proposal/initiative

- The proposal/initiative relates to **a new action**
- The proposal/initiative relates to **a new action following a pilot project/preparatory action**<sup>11</sup>
- The proposal/initiative relates to **the extension of an existing action**
- The proposal/initiative relates to **an action redirected towards a new action**

#### 1.4. Objective(s)

##### 1.4.1. *The Commission's multiannual strategic objective(s) targeted by the proposal/initiative*

The European Commission negotiates, concludes and implements bilateral FPAs between the EU and third countries to promote sustainable development in third country waters and support competitiveness of the EU fishing fleet and to develop with these countries a partnership to ensure the sustainable exploitation of the marine resources in the third country waters.

The Fishery Partnership Agreements (FPAs) ensure the coherence with the principles governing the CFP and the commitments under other relevant EU policies (contribution to the sustainable exploitation of the third countries' relevant fisheries resources; improve scientific and technical knowledge of relevant fisheries; contribute to the fight against illegal, unreported and unregulated (IUU) fishing; facilitate the integration of partner countries into the global economy; along with the fostering of a better global governance of fisheries at financial and political level).

##### 1.4.2. *Specific objective(s) and ABM/ABB activity(ies) concerned*

###### Specific objective No 1

Contribute to sustainable fisheries outside EU waters, maintain a European presence in distant water fisheries and protect the European fisheries sector and consumer interests by negotiating and concluding Fisheries Partnership Agreements (FPAs) with coastal States (third countries) in coherence with other EU policies.

<sup>10</sup> ABM: activity-based management – ABB: activity-based budgeting.

<sup>11</sup> As referred to in Article 54(2)(a) or (b) of the Financial Regulation.

ABM/ABB activity(ies) concerned

Maritime Affairs and Fisheries, International fisheries and law of the sea, International Fisheries Agreements (Budget Line 11.0301).

1.4.3. *Expected result(s) and impact*

*Specify the effects which the proposal/initiative should have on the beneficiaries/groups targeted.*

The conclusion of the Protocol will maintain the fishing opportunities for EU vessels in Seychelles waters.

The Protocol also contributes to the improved management and conservation of the fishing resources, in particular through the financial support provided by sectoral support, to implement specific programmes adopted at the national level by the Seychelles and notably including control and surveillance activities to combat IUU fishing.

1.4.4. *Indicators of results and impact*

*Specify the indicators for monitoring implementation of the proposal/initiative.*

Level of use of the fishing opportunities offered by the Protocol (number of fishing authorisations taken up in comparison to those provided for).

Collection and analysis of catch data and the commercial value of the opportunities provided by the Protocol.

The amount of employment created and value added in the EU and market stability in the EU (at an aggregated level considering the other FPAs).

The number of technical and Joint Committee Meetings that have been held to review and manage the implementation and operation of the Protocol.

**1.5. Grounds for the proposal/initiative**

1.5.1. *Requirement(s) to be met in the short or long term*

The Protocol for the period 2011 – 2013 expires on 17 January 2014. It is foreseen that the new Protocol will be provisionally applied from the date of the expiry of the previous Protocol. In order to ensure the continuity of fishing operations, a specific legislative procedure for a Council Decision regarding the signature and Provisional application of the Protocol is being launched in parallel to this procedure.

The new Protocol will provide a legal structure for the EU fleet's fishing activities in the Seychelles EEZ, and enable the European shipowners to request fishing authorisations which will enable them to fish in the Seychelles EEZ, which is the main fishery within the Indian Ocean for the EU fleet. Furthermore, the new Protocol further re-inforces the co-operation between the EU and the Seychelles and particularly as regards the development of a sustainable fisheries policy. It also foresees the use of VMS and the introduction of an Electronic Reporting System (ERS), which will improve the regularity and reliability of catch reporting. Sectoral support has been further strengthened to provide for improved surveillance and control, notably as regards IUU, in the Seychelles national fisheries policy strategy.

1.5.2. *Added value of EU involvement*

Had the EU not negotiated a new Protocol, this would have left the opportunity for private agreements to be directly negotiated between the shipowners and the

Seychelles authorities, which would not necessarily guarantee a sustainable fishery. The EU is furthermore looking to improve the effective co-operation on a bilateral level with the Seychelles but also to extend this co-operation on a regional level through the appropriate Regional Fisheries Management Organisation.

1.5.3. *Lessons learned from similar experiences in the past*

Information provided by the independent, EU financed, evaluation report concludes that the fishing opportunities should take into consideration the past utilisation of opportunities, whilst taking into account the possibility of EU vessels returning to the fishery following their migration to other areas as a result of piracy in the region. The sectoral support provided for the development of the Seychelles fishing industry has been maintained and increased to take into account the continued development of the port infrastructure that will ultimately benefit the EU fleet, and finance the priorities identified by the national policy strategy regarding fisheries in terms of capacity building in the Seychelles administration.

1.5.4. *Compatibility and possible synergy with other appropriate instruments*

The financial contributions provided under the FPAs are considered as fungible resources in the budgets of the third country partners. Nonetheless, a part of the funds are directed to the implementation of actions foreseen in the framework of sectoral support for the partner country and is a condition for the conclusion and implementation of the FPAs. These financial resources are compatible to other sources of finance from other international donors for the undertaking and completion of projects and/or programmes at the national level in the fisheries sector.

**1.6. Duration and financial impact**

Proposal/initiative of **limited duration**

- Proposal/initiative in effect from date of provisional application for a period of six years; 18 January 2014 to 17 January 2020
- Financial impact from 2014 to 2019

Proposal/initiative of **unlimited duration**

- Implementation with a start-up period from YYYY to YYYY,
- followed by full-scale operation.

**1.7. Management mode(s) planned<sup>12</sup>**

**Direct management** by the Commission

- by its departments, including by its staff in the Union delegations;
- by the executive agencies;

**Shared management** with the Member States

**Indirect management** by delegating implementation tasks to:

- third countries or the bodies they have designated;
- international organisations and their agencies (to be specified);
- the EIB and the European Investment Fund;

<sup>12</sup> Details of management modes and references to the Financial Regulation may be found on the BudgWeb site: [http://www.cc.cec/budg/man/budgmanag/budgmanag\\_en.html](http://www.cc.cec/budg/man/budgmanag/budgmanag_en.html)

- bodies referred to in Articles 208 and 209 of the Financial Regulation;
- public law bodies;
- bodies governed by private law with a public service mission to the extent that they provide adequate financial guarantees;
- bodies governed by the private law of a Member State that are entrusted with the implementation of a public-private partnership and that provide adequate financial guarantees;
- persons entrusted with the implementation of specific actions in the CFSP pursuant to Title V of the TEU, and identified in the relevant basic act.

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## **2. MANAGEMENT MEASURES**

### **2.1. Monitoring and reporting rules**

The Commission (DG MARE, in collaboration with its fisheries attaché based in the Delegation of Mauritius), will ensure a regular monitoring and follow-up of the implementation of the protocol, in particular, as regards the level of utilisation of the fishing opportunities provided in terms of catch data and reporting.

Furthermore, the FPA foresees an annual meeting of the Joint Committee during which the Commission and the third country review the implementations of the Agreement and, if necessary, make modifications to the project programming, and where applicable, the financial counterpart.

*Specify frequency and conditions.*

### **2.2. Management and control system**

#### **2.2.1. Risk(s) identified**

The agreement for a new protocol carries with it a certain number of risks, notably those concerning the funds provided for the financing of the sectoral support policy. However, there have been no difficulties experienced with the Seychelles authorities, who closely monitor and account for this support in close co-operation with the Commission services.

#### **2.2.2. Information concerning the internal control system set up**

Such control is primarily executed through the close co-operation and monitoring of the programming and implementation of the sectoral support policy. A joint analysis of the results of the implementation of the sectoral support is also part of the control mechanism of the policy.

In addition, there are specific provisions within the Protocol that envisage the suspension of the payment of sectoral support under particular circumstances and conditions.

### **2.3. Measures to prevent fraud and irregularities**

*Specify existing or envisaged prevention and protection measures.*

The Commission is committed to establish a political dialogue and regular meetings with the Seychelles authorities in order to review and where necessary improve the management of the Agreement and to strengthen the contribution of the EU in the sustainable management of resources. In any case, all the payments to be made by the Commission in the FPA context are subject to the applicable financial and budgetary rules and procedures normally applied to the Commission. This, in particular, enables the Commission to clearly identify the bank accounts of the third country into which the financial payments foreseen under the Agreement will be made. Regarding this Protocol, Article 2 provides the total amounts to be paid into the Seychelles Public Treasury account in the Central Bank of the Seychelles into which these payments shall be made.

### 3. ESTIMATED FINANCIAL IMPACT OF THE PROPOSAL/INITIATIVE

#### 3.1. Heading(s) of the multiannual financial framework and expenditure budget line(s) affected

- Existing budget lines

In order of multiannual financial framework headings and budget lines.

Heading of multiannual financial framework	Budget line	Type of expenditure	Contribution			
	Number [...]Heading..... .....]	Diff./non-diff. (13)	from EFTA countries <sup>14</sup>	from candidate countries <sup>15</sup>	from third countries	within the meaning of Article 21(2)(b) of the Financial Regulation
2	11.0301 International Fisheries Agreements	Diff.	NO	NO	NO	NO

- New budget lines requested

In order of multiannual financial framework headings and budget lines.

Heading of multiannual financial framework	Budget line	Type of expenditure	Contribution			
	Number [...]Heading..... .....]	Diff./non-diff.	from EFTA countries	from candidate countries	from third countries	within the meaning of Article 21(2)(b) of the Financial Regulation
	[...][XX.YY.YY.YY]		YES/N O	YES/N O	YES/N O	YES/NO

<sup>13</sup> Diff. = Differentiated appropriations / Non-Diff. = Non-differentiated appropriations.

<sup>14</sup> EFTA: European Free Trade Association.

<sup>15</sup> Candidate countries and, where applicable, potential candidate countries from the Western Balkans.



### 3.2. Estimated impact on expenditure

#### 3.2.1. Summary of estimated impact on expenditure

EUR million (to three decimal places)

<b>Heading of multiannual financial framework</b>	Number 2	Conservation and management of natural resources
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DG: MARE			Year 2014	Year 2015	Year 2016	Year 2017	Year 2018	Year 2019	TOTAL
• Operational appropriations									
Number of budget line: 11.0301	Commitments	(1)	5.350	5.350	5.000	5.000	5.000	5.000	<b>30.700</b>
	Payments	(2)	5.350	5.350	5.000	5.000	5.000	5.000	<b>30.700</b>
Number of budget line	Commitments	(1a)							
	Payments	(2a)							
Appropriations of an administrative nature financed from the envelope of specific programmes <sup>16</sup>									
Number of budget line: 11.010401		(3)	0.037	0.037	0.037	0.037	0.037	0.037	<b>0.222</b>
<b>TOTAL appropriations for DG MARE</b>	Commitments	=1+ 1a	5.387	5.387	5.037	5.037	5.037	5.037	<b>30.922</b>

<sup>16</sup> Technical and/or administrative assistance and expenditure in support of the implementation of EU programmes and/or actions (former "BA" lines), indirect research, direct research.

		+3							
	Payments	=2+ 2a +3	5.387	5.387	5.037	5.037	5.037	5.037	<b>30.922</b>
• TOTAL operational appropriations	Commitments	(4)	5.350	5.350	5.000	5.000	5.000	5.000	<b>30.700</b>
	Payments	(5)	5.350	5.350	5.000	5.000	5.000	5.000	<b>30.700</b>
• TOTAL appropriations of an administrative nature financed from the envelope for specific programmes		(6)	0.037	0.037	0.037	0.037	0.037	0.037	<b>0.222</b>
<b>TOTAL appropriations for HEADING 2</b> of the multiannual financial framework	Commitments	=4+ 6	5.387	5.387	5.037	5.037	5.037	5.037	<b>30.922</b>
	Payments	=5+ 6	5.387	5.387	5.037	5.037	5.037	5.037	<b>30.922</b>

**If more than one heading is affected by the proposal / initiative:**

• TOTAL operational appropriations	Commitments	(4)							
	Payments	(5)							
• TOTAL appropriations of an administrative nature financed from the envelope for specific programmes		(6)							
<b>TOTAL appropriations under HEADINGS 1 to 4</b> of the multiannual financial framework (Reference amount)	Commitments	=4+ 6							
	Payments	=5+ 6							

<b>Heading of multiannual financial framework</b>	<b>5</b>	" Administrative expenditure "
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EUR million (to three decimal places)

		Year 2014	Year 2015	Year 2016	Year 2017	Year 2018	Year 2019	TOTAL
DG: MARE								
• Human resources		0.059	0.059	0.059	0.059	0.059	0.059	<b>0.354</b>
• Other administrative expenditure		0.010	0.010	0.010	0.010	0.010	0.010	<b>0.060</b>
<b>TOTAL DG MARE</b>		0.069	0.069	0.069	0.069	0.069	0.069	<b>0.414</b>
<b>TOTAL appropriations for HEADING 5 of the multiannual financial framework</b>		(Total commitments = 0.069 Total payments)	0.069	0.069	0.069	0.069	0.069	<b>0.414</b>

EUR million (to three decimal places)

		Year 2014	Year 2015	Year 2016	Year 2017	Year 2018	Year 2019	TOTAL
<b>TOTAL appropriations under HEADINGS 1 to 5 of the multiannual financial framework</b>	Commitments	5.456	5.456	5.106	5.106	5.106	5.106	<b>31.336</b>
	Payments	5.456	5.456	5.106	5.106	5.106	5.106	<b>31.336</b>

3.2.2. *Estimated impact on operational appropriations*

- The proposal/initiative does not require the use of operational appropriations
- The proposal/initiative requires the use of operational appropriations, as explained below:

Commitment appropriations in EUR million (to three decimal places)

Indicate objectives and outputs ↓			Year 2014		Year 2015		Year 2016		Year 2017		Year 2018		Year 2019		TOTAL	
	Type <sup>17</sup>	Average cost	No	Cost	No	Cost	No	Cost	No	Cost	No	Cost	No	Cost	No total	Total cost
SPECIFIC OBJECTIVE No 1 <sup>18</sup> ...																
Tuna Catches	Ref.Tonnage	51.67 €/t	50 000t	2.750	50 000t	2.750	50 000t	2.500	50 000t	2.500	50 000t	2.500	50 000t	2.500	300 000t	15 500
Sectoral Support		2.533	1	2.600	1	2.600	1	2.500	1	2.500	1	2.500	1	2.500		15.200
Subtotal for specific objective No 1				5.350		5.350		5.000		5.000		5.000		5.000		30.700
SPECIFIC OBJECTIVE NO 2 ...																
- Output																

<sup>17</sup> Outputs are products and services to be supplied (e.g.: number of student exchanges financed, number of km of roads built, etc.).

<sup>18</sup> As described in point 1.4.2. 'Specific objective(s)...'

Subtotal for specific objective No 2														
<b>TOTAL COST</b>		5.350		5.350		5.000		5.000		5.000		5.000		30.700

### 3.2.3. Estimated impact on appropriations of an administrative nature

#### 3.2.3.1. Summary

- The proposal/initiative does not require the use of appropriations of an administrative nature
- The proposal/initiative requires the use of appropriations of an administrative nature, as explained below:

EUR million (to three decimal places)

	Year N <sup>19</sup> 2014	Year N+1 2015	Year N+2 2016	Year N+3 2017	Year N+3 2018	Year N+3 2019	TOTAL
<b>HEADING 5 of the multiannual financial framework</b>							
Human resources	0.059	0.059	0.059	0.059	0.059	0.059	<b>0.354</b>
Other administrative expenditure	0.010	0.010	0.010	0.010	0.010	0.010	<b>0.060</b>
<b>Subtotal HEADING 5 of the multiannual financial framework</b>	0.069	0.069	0.069	0.069	0.069	0.069	<b>0.414</b>
<b>Outside HEADING 5<sup>20</sup> of the multiannual financial framework</b>							
Human resources	0.031	0.031	0.031	0.031	0.031	0.031	<b>0.186</b>
Other expenditure of an administrative nature	0.006	0.006	0.006	0.006	0.006	0.006	<b>0.036</b>
<b>Subtotal outside HEADING 5 of the multiannual financial framework</b>	0.037	0.037	0.037	0.037	0.037	0.037	<b>0.222</b>
<b>TOTAL</b>	<b>0.106</b>	<b>0.106</b>	<b>0.106</b>	<b>0.106</b>	<b>0.106</b>	<b>0.106</b>	<b>0.636</b>

The human resources appropriations required will be met by appropriations from the DG that are already assigned to management of the action and/or have been redeployed within the DG, together if necessary with any additional allocation which may be granted to the managing DG under the annual allocation procedure and in the light of budgetary constraints.

<sup>19</sup> Year N is the year in which implementation of the proposal/initiative starts.

<sup>20</sup> Technical and/or administrative assistance and expenditure in support of the implementation of EU programmes and/or actions (former "BA" lines), indirect research, direct research.

### 3.2.3.2. Estimated requirements of human resources

- The proposal/initiative does not require the use of human resources.
- The proposal/initiative requires the use of human resources, as explained below:

*Estimate to be expressed in full time equivalent units*

	Year 2014	Year 2015	Year 2016	Year 2017	Year 2018	Year 2019
<b>• Establishment plan posts (officials and temporary staff)</b>						
11 01 01 01 (Headquarters and Commission's Representation Offices)	0.35	0.35	0.35	0.35	0.35	0.35
11 01 01 02 (Delegations)						
11 01 05 01 (Indirect research)						
10 01 05 01 (Direct research)						
<b>• External staff (in Full Time Equivalent unit: FTE)<sup>21</sup></b>						
11 01 02 01 (CA, SNE, INT from the "global envelope")	0.1	0.1	0.1	0.1	0.1	0.1
11 01 02 02 (CA, LA, SNE, INT and JED in the delegations)						
11 01 04 01 <sup>22</sup>	- at Headquarters					
	- Delegations	0.25	0.25	0.25	0.25	0.25
11 01 05 02 (CA, SNE, INT - Indirect research)						
10 01 05 02 (CA, INT, SNE - Direct research)						
Other budget lines (specify)						
<b>TOTAL</b>	<b>0.7</b>	<b>0.7</b>	<b>0.7</b>	<b>0.7</b>	<b>0.7</b>	<b>0.7</b>

11 is the policy area or budget title concerned.

The human resources required will be met by staff from the DG who are already assigned to management of the action and/or have been redeployed within the DG, together if necessary with any additional allocation which may be granted to the managing DG under the annual allocation procedure and in the light of budgetary constraints.

Description of tasks to be carried out:

Officials and temporary staff	<p>Management and monitoring of the process of (re)negotiating the FPA and the approval of the results of the negotiations by the institutions; management of the current FPA, including the constant monitoring of the financial and operational aspects; management of the fishing authorisations and catch data.</p> <p>Desk Officer DG MARE + Head of Unit/Deputy Head of Unit + Secretarial support: overall estimate 0.45 man/years</p> <p>Calculation of costs: 0.45 man/years x 131 000 EUR/year = 58 950 EUR =&gt; 0.058 M EUR</p>
External staff	<p>Monitor the execution of the sectoral support – Contractual Agent in Mauritius Delegation: overall estimate of 0.25 man/year x 125 000 EUR/year = 31 250 EUR =&gt; 0.031 M EUR</p>

<sup>21</sup> CA= Contract Staff; LA = Local Staff; SNE= Seconded National Expert; INT = agency staff; JED= Junior Experts in Delegations).

<sup>22</sup> Sub-ceiling for external staff covered by operational appropriations (former "BA" lines).

3.2.4. *Compatibility with the current multiannual financial framework*

- Proposal/initiative is compatible the current multiannual financial framework.
- Proposal/initiative will entail reprogramming of the relevant heading in the multiannual financial framework.
- Proposal/initiative requires application of the flexibility instrument or revision of the multiannual financial framework<sup>23</sup>.

3.2.5. *Third-party contributions*

- The proposal/initiative does not provide for co-financing by third parties.
- The proposal/initiative provides for the co-financing estimated below:

Appropriations in EUR million (to 3 decimal places)

	Year N	Year N+1	Year N+2	Year N+3	Enter as many years as necessary to show the duration of the impact (see point 1.6)			Total
Specify the co-financing body								
TOTAL appropriations cofinanced								

**3.3. Estimated impact on revenue**

- Proposal/initiative has no financial impact on revenue.
- Proposal/initiative has the following financial impact:
  - (1)  on own resources
  - (2)  on miscellaneous revenue

EUR million (to three decimal places)

Budget revenue line:	Appropriations available for the current financial year	Impact of the proposal/initiative <sup>24</sup>						
		Year N	Year N+1	Year N+2	Year N+3	Enter as many years as necessary to show the duration of the impact (see point 1.6)		
Article .....								

For miscellaneous 'assigned' revenue, specify the budget expenditure line(s) affected.

Specify the method for calculating the impact on revenue.

<sup>23</sup> See points 19 and 24 of the Interinstitutional Agreement (for the period 2007-2013).

<sup>24</sup> As regards traditional own resources (customs duties, sugar levies), the amounts indicated must be net amounts, i.e. gross amounts after deduction of 25% for collection costs.