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EUROPEAN COMMISSION

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Proposal for a

**COUNCIL DECISION**

**on the signing, on behalf of the Union, and provisional application of the 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**

## 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 Union and the Republic of Seychelles. Following these negotiations, a new Protocol was initialled on the 3 June 2010, and amended by exchange of letters on 29 October 2010. It covers a period of three years starting from the adoption of this Council decision on the Protocol's signing and provisional implementation and after expiry of the current Protocol, on 17 January 2011.

This procedure concerning the signing and provisional application of the new Protocol is started in parallel with the procedures regarding the Council decision, with the consent of the European Parliament, on the conclusion of the new Protocol, and the Council Regulation concerning the allocation among the Member States of the fishing opportunities under the said 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 May 2010.

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 16 800 000 for the whole period. This amount corresponds to: a) EUR 3 380 000 per year equivalent to an annual reference tonnage of 52 000 tonnes, and b) EUR 2 220 000 per year, corresponding to the additional envelop paid by the EU to support Seychelles' fisheries and maritime policy. Fishing opportunities for the European tuna fleet will be available to 48 purse seiners and 12 long liners, i.e. a total of 60 vessels.

The Commission proposes, on this basis, that the Council adopt by Decision the signing on behalf of the Union and the provisional application of the Protocol.

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<sup>1</sup> Council Decision n° 9755/2010 of 31 May 2010.

Proposal for a

## **COUNCIL DECISION**

**on the signing, on behalf of the Union, and provisional application of the 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**

THE COUNCIL OF THE EUROPEAN UNION,

Having regard to the Treaty on the Functioning of the European Union, and in particular Article 43, in conjunction with Article 218, paragraph 5 thereof,

Having regard to the proposal from the Commission<sup>2</sup>,

Whereas:

- (1) On 5 October 2006 the Council adopted Council Regulation (EC) No 1562/2006 on the conclusion of the Fisheries Partnership Agreement between the European Community and the Republic of Seychelles<sup>3</sup>,
- (2) The Protocol to that Partnership Agreement which is currently in force expires on 17 January 2011,
- (3) The European Union negotiated with the Republic of Seychelles a new Protocol to the Partnership Agreement, providing EU vessels with fishing opportunities in the waters over which Seychelles have sovereignty or jurisdiction in respect of fisheries. In order to ensure the continuation of fishing activities of EU vessels, the Protocol provides for provisional application in accordance with Article 13 thereof,
- (4) As a result of these negotiations, a Protocol was initialled on 3 June 2010,
- (5) The new protocol should be signed and should be applied on a provisional basis pending the completion of the procedures for its formal conclusion.

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<sup>2</sup> OJ C [...], [...], p. [...].

<sup>3</sup> Council Regulation n°1562/2006 of 5 October 2006, OJ L 290 of 20/10/2006.

HAS ADOPTED THIS DECISION:

*Article 1*

The signing of the Protocol to the Fisheries Partnership Agreement between the European Union and the Republic of Seychelles is hereby authorised on behalf of the European Union, subject to its conclusion.

The text of the Protocol is attached to this Decision.

*Article 2*

The President of the Council is hereby authorised to designate the person(s) empowered to sign the Protocol on behalf of the European Union, subject to its conclusion.

*Article 3*

The Protocol shall be applied on a provisional basis in accordance with Article 13 thereof, pending the completion of the procedures for its conclusion.

*Article 4*

This Decision shall enter into force on the day of its adoption

Done at Brussels, [...]

*For the Council*  
*The President*  
[...]

## 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. For a period of three (3) years, the fishing opportunities granted under Article 5 of the Fisheries Partnership Agreement shall be as follows:
  - a. 48 ocean-going tuna seiners, and
  - b. 12 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, and Article 7 of this Protocol, vessels flying the flag of a Member State of the European Union may engage in fishing activities in Seychelles' waters only if they are in possession of a fishing authorisation 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 16 800 000 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 3 380 000 equivalent to a reference tonnage of 52 000 tonnes per year, and
  - b. a specific amount of EUR 2 220 000 per year 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 amount fixed in paragraph 2 (a) and 2 (b) of this Article (i.e. respectively EUR 3 380 000 and EUR 2 220 000) each year during the period of application of this Protocol. Payment shall be made no later than 30 days after this Protocol's entry into force for the first year, and no later than the anniversary date of this Protocol for the following years.
5. If the overall quantity of catches of tuna by European Union vessels in Seychelles' EEZ exceeds 52 000 tonnes per year, the amount of the annual financial contribution for access rights shall be increased by EUR 65 for each additional tonne caught. However, the total annual amount paid by the European Union shall not be more than twice the amount

indicated in paragraph 2 a. (EUR 6 760 000). Where the quantities caught by European Union vessels in the Seychelles' EEZ exceed the quantities corresponding to twice the total annual amount, the amount due for the quantity exceeding that limit shall be paid the following year in line with the provisions of the Annex.

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. As soon as this Protocol enters into force and no later than three months after that date, 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 guidelines 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. 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. Both Parties shall endeavour to respect the resolutions and recommendations of the Indian Ocean Tuna Commission (IOTC) regarding conservation and responsible management of fisheries.

4. 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 by mutual agreement*

1. The fishing opportunities referred to in Article 1 may be adjusted by mutual agreement 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. Both Parties shall notify each other of any changes in their respective fisheries policy and legislation.

#### *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*  
*Conditions governing fishing activities — Exclusivity clause*

Without prejudice to Article 6 of the Fisheries Partnership agreement, European Union's vessels may fish in Seychelles' waters only if they are in possession of a valid fishing authorisation issued by Seychelles under this Protocol and the Annex hereto.

*Article 8*  
*Suspension and review of the payment of the financial contribution*

1. Notwithstanding the provisions laid out in Article 9 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 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 9*  
*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 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 8 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 10*  
*National law*

1. The activities of European Union fishing vessels in Seychelles' waters are subject to the laws and regulations of Seychelles unless otherwise provided under this Protocol and the Annex thereof.
2. The authorities of Seychelles shall inform the European Commission of any changes or new legislation regarding the fishery policy.

*Article 11*  
*Duration*

This Protocol and the Annex thereto shall apply for a period of three (3) years starting from the provisional application in accordance with Article 13, unless notice of termination is given in accordance with Article 12.

*Article 12*  
*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 13*  
*Provisional Application*

This Protocol and the Annex thereto shall be applied provisionally from the date of their signature.

*Article 14*  
*Entry into force*

This Protocol with its Annex 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 the entitlement or licence to engage in fishing activities during a specified period, in a given area or for a given fishery.
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 entire 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 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 implementation, and is renewable subject to fulfilment of application conditions as laid out in Section 1 above.
2. Fishing authorisations shall be issued by the Seychelles competent authorities as follows:
  - a. Tuna seiners:
    - a flat rate amount of EUR 61 000 per vessel per year payable in two instalments:
    - 50% at the time of application of fishing authorisation;
    - and 50% within one hundred (100 ) days after the start of the validity period of the fishing authorisation.
    - 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.

b. Long-liners (above 250 GRT):

- EUR 4 200 equivalent to EUR 35 per tonne for 120 tonnes of tuna and tuna-like species caught within Seychelles' waters payable before the start of the validity period ;

c. Long-liners (below 250 GRT):

- EUR 3 150 equivalent to EUR 35 per tonne for 90 tonnes of tuna and tuna-like species caught within Seychelles' waters payable before the start of the validity period.

3. Where longliners' catches exceed the above specified tonnages, shipowners shall make the corresponding additional payments at the same rate of EUR 35 per tonne to the Seychelles competent authorities at the latest by 30 June of the same year following reception of the statement of fees in the bank account provided by the Seychelles authorities.

Where the final statement, referred to in paragraph 6 hereunder, is less than the advance payment referred to in paragraph 3 for the long liners, the balance shall not be recoverable by the shipowner.

4. 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.
5. 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.
6. 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 Investigaçã 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.

### *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.
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 ZONES

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 nor within three miles around any fish-aggregating device placed by Seychelles authorities, the geographical positions of which have been 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:
  - 1.1. The European Union vessels licensed to fish in Seychelles' waters shall fill a statement of catch form as set out in Appendices 2 and 3 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. 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.
  - 1.3. 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 Parties shall endeavour to introduce a catch data system based exclusively on the electronic exchange of all the information described above. Therefore, the two Parties shall consider replacing the paper version of the statement of catches form into its electronic format as soon as possible.
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 three (3) 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. However, the Seychelles authorities may exempt surface long liners not fitted with the appropriate communication equipment from this obligation by authorising communication by radio.
4. 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. All vessels wishing to land catches in Seychelles' ports shall notify the following information to the competent authority of Seychelles at least 24 hours in advance:
  - the names of the landing fishing vessels,
  - the tonnage by species to be landed,
  - the day of landing,
  - the recipient of landed catch.
2. Tuna seiners shall endeavour to supply tuna to the Seychelles' cannery and/or the local industry at international market price.
3. 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:
  - the names of the transshipping fishing vessels,
  - the names of the cargo vessels,
  - the tonnage by species to be transhipped and
  - the day of transshipment.
3. Transshipment shall be considered as an exit from Seychelles' waters. Vessels must therefore submit their catch declarations to the competent authorities of Seychelles.

#### ***Section 5*** ***Vessels Monitoring System***

Vessels shall be monitored, inter alia, by vessel monitoring systems, without discrimination, in accordance with the provisions set out below.

1. For the purposes of satellite monitoring, the Seychelles authorities shall communicate to the Fisheries Monitoring Centres (FMCs) of the flag States the co-ordinates (latitudes and longitudes) of the Seychelles' waters.

The Seychelles authorities will transmit this information in electronic format, expressed in degrees decimal in the Wgs-84 system *datum*.
2. The Seychelles authorities and the national FMCs will exchange information on their respective electronic addresses in https format or where appropriate other secure communication protocol and the specifications to be used in their respective FMCs in accordance with the conditions established in points 4 and 6. This information will include, as far as possible, the names, the telephone and fax numbers and the electronic addresses (Internet), which can be used for the general communications between the FMCs.
3. 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%.
4. When a vessel fishing under the EU/Seychelles Fisheries Partnership Agreement enters into the Seychelles' waters, subsequent position reports shall be automatically communicated by the FMC of the flag State to the FMC of Seychelles, in real time, at least every hour (*frequency*). These messages are identified as Position Reports.

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

- 4.1. 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.
  - 4.2. The FMC of Seychelles shall notify immediately the FMC of the flag State and the European Commission of the end of the monitoring procedure.
  - 4.3. 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 4.2 above.
5. The messages referred to in point 4 shall be transmitted electronically in https format, or other secure communication protocols, subject to prior agreement between the relevant FMCs. All messages will be communicated automatically, in real time and in accordance with the definitions given in point 4.

It is prohibited for a vessel to switch off or obstruct its satellite tracking device when operating in Seychelles' waters.

6. 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 4 by fax, or e-mail to the FMC of the flag State concerned starting from the time the failure or malfunction was detected or from the time the owner or master of the vessel was informed by the Seychelles competent authority. At least one global position report every four hours shall be sufficient under such circumstances as long as 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. 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. 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.
7. The Vessel Monitoring System hardware and software components shall be temper proof, i.e. shall not permit the input or output of false positions and must not be capable of being manually over-ridden. 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.

In particular, the master shall ensure that:

- data are not altered in any way;
- the antenna or the antennas connected to the satellite tracking devices are not obstructed in any way;
- the power supply of the satellite tracking devices is not interrupted in any way;

- the vessel tracking device is not removed from the vessel or the place where it was first installed;
- any replacement of a vessel tracking device is immediately notified to the Seychelles competent authority.

Any breach of the above-mentioned obligations may render the master liable under the written laws of Seychelles.

8. The FMCs of the flag States shall monitor the tracking of their vessels when the latter are in the Seychelles' waters, at one hour intervals. If the tracking of the vessels is not carried out under the conditions envisaged, the Seychelles' FMC shall be immediately informed, and the procedure provided for in point 6 will be applicable.
9. Relevant FMCs and the Seychelles' FMC shall co-operate to ensure the implementation of these provisions. If the Seychelles' FMC establishes that the flag State is not transmitting the data in conformity with point 4 above, the relevant FMC shall be immediately notified. Upon receipt of notification, the latter shall respond within twenty-four (24) hours by informing the Seychelles' FMC of the reasons for non-transmission and indicating a reasonable delay for compliance with these provisions. In case of failure to comply within this delay, the two FMCs will settle such problems in writing or as provided for by point 13 of these provisions.
10. Monitoring data transmitted in accordance with these provisions shall be used exclusively for control, management, monitoring and enforcement by the Seychelles competent authorities. These data cannot be communicated to non relevant third parties under any circumstances, except with the written consent of the flag State concerned, and on a case by case basis, or by an order of the Court in Seychelles.
11. It is agreed that, at the request of either Party, there will be an exchange of information on the equipment used for satellite tracking, in order to ensure that the said equipment is fully compatible with the requirements of the other Party for the purposes of these provisions.
12. The Parties agree to meet 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 meeting.
13. 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.

#### **CHAPTER IV – EMBARKING SEAMEN**

1. Each tuna seiner shall take on board during its trip in Seychelles' waters at least two 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.
2. Shipowners shall endeavour to take on board additional Seychelles seamen.

3. The shipowner or agent shall inform the competent authority of Seychelles of the names and particulars of the Seychelles seamen taken on board the vessel concerned, mentioning their position in the crew.
4. 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.
5. Seychelles seamen's employment contracts, a copy of which shall be given to the signatories, 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 and the pension benefits.
6. Seychelles seamen's wages shall be paid by the shipowners. They shall be agreed, before fishing authorisations are issued, by mutual agreement between the shipowners or their agents and the competent authorities of Seychelles. However, the wage conditions granted to Seychelles seamen shall not be lower than those applied to Seychelles crews performing similar duties and shall under no circumstances be below ILO standards.
7. 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.
8. 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.
9. Where the number of Seychelles seamen on board of tuna seiners does not reach the minimum level as provided in point 1 for reasons other than that referred to in the previous point, 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.
10. That sum shall be used for the training of seamen/fishermen in Seychelles and shall be paid into an account provided by the Seychelles authorities.

## CHAPTER V - OBSERVERS

1. Both Parties recognize the importance of respecting the obligations of IOTC Resolution 10/04 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 compliance 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, and when the Seychelles authorities think it appropriate and necessary, two observers, designated by the said authorities.
    - 2.1.2. The Seychelles authorities shall draw up a list of vessels designated to take an observer on board and a list of the 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. 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 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 may allow the European Union, or a body designated by it, to send EU inspectors to observe the activities of EU vessels, including transshipments, during onshore based controls.

2.4. Once an inspection has been completed, the inspection report may be commented upon and shall be signed by all the persons, including the master, who participated in the inspection. A copy of the inspection report shall be given to the master of the vessel.

2.5. 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. Once the inspection has been completed, a certificate shall be issued to the master of the vessel.

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

- 1.1. 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.
- 1.2. The flag Member State and the European Commission shall be immediately and fully informed of any sanctions and of all relevant facts related thereto.
- 1.3. 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

The Seychelles authorities shall inform the Delegation of the European Union responsible for the Seychelles and the flag State, within 48 hours, of the arrest and/or detention of any fishing vessel flying the flag of a Member State of the European Union fishing under the Fisheries Partnership Agreement in Seychelles' EEZ and shall transmit a copy of the inspection report, detailing the circumstances and reasons of the arrest and/or detention.

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

- 3.1. 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.
- 3.2. 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.

### 4. Settlement of arrest and/or detention

- 4.1. 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.
- 4.2. 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.



- 4.3. 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.
5. The European Commission, via the Delegation of the European Union, shall be kept informed of any proceedings initiated and penalties imposed.

SEYCHELLES LICENSING AUTHORITY

P.O.BOX 3

Victoria, Mahe

Republic Of Seychelles

Telephone: 28 34 44 Telefax: 22 42 56 E-mail: ceo@sla.sc

**APPLICATION FOR FOREIGN FISHING LICENCE**

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

**VESSEL DETAILS**

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

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

**Targeted tuna and tuna-like species:** \_\_\_\_\_

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

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

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

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

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

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

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

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

Licence fee SR... .. Processing fees SR ... ..Cash/Cheque No...  
..... Receipt No ... ..

Signature of Cashier: ... ..

FOR OFFICIAL USE





## COMMUNICATION OF VMS MESSAGES TO SEYCHELLES

## POSITION REPORT

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	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

Character set: ISO 8859,1

Each data transmission is structured as follows:

1. Data characters in accordance with ISO 8859.1
2. 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 \(“//”\) at the end](#) indicates the end of a record.

## COMMUNICATION FORMAT REPORTS

## 1. ENTRY REPORT FORMAT (WITHIN 3 HOURS BEFORE THE EVENT)

(CONTENT)	(TRANSMISSION)
ADDRESSEE	SFA
ACTION CODE	IN
VESSEL NAME	
INTERNATIONAL RADIO CALL SIGN	
POSITION OF ENTRY	
DATE AND HOUR (UTC) OF ENTRY	
QUANTITY (Mt) OF FISH ON BOARD	
YELLOWFIN	(Mt)
BIGEYE TUNA	(Mt)
SKIPJACK	(Mt)
OTHERS (SPECIFY)	(Mt)

## 2. EXIT REPORT FORMAT (WITHIN 3 HOURS BEFORE THE EVENT)

(CONTENT)	(TRANSMISSION)
ADDRESSEE	SFA
ACTION CODE	OUT
VESSEL NAME	
INTERNATIONAL RADIO CALL SIGN	
POSITION OF EXIT	
DATE AND HOUR (UTC) OF EXIT	
QUANTITY (Mt) OF FISH ON BOARD	
YELLOWFIN	(Mt)
BIGEYE TUNA	(Mt)
SKIPJACK	(Mt)
OTHERS (SPECIFY)	(Mt)

## 3. WEEKLY CATCH REPORT FORMAT (EVERY THREE DAYS WHEN THE VESSEL IS OPERATING IN SEYCHELLES WATERS)

(CONTENT)	(TRANSMISSION)
ADDRESSEE	SFA
ACTION CODE	WCRT
VESSEL NAME	
INTERNATIONAL RADIO CALL SIGN	
QUANTITY (Mt) OF FISH ON BOARD	
YELLOWFIN	(Mt)
BIGEYE TUNA	(Mt)
SKIPJACK	(Mt)
OTHERS (SPECIFY)	(Mt)
NUMBER OF SETS MADE SINCE LAST REPORT	

All reports shall be transmitted to the competent authority at on the following fax number or Electronic-mail address: Fax +248 225957 E-mail [fmcsc@sfa.sc](mailto:fmcsc@sfa.sc)

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