

AGREEMENT

Between the Government of the Republic of Seychelles and the Government of the Republic of Mauritius on Fishing in Seychelles Waters

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

and

THE REPUBLIC OF MAURITIUS,
hereinafter referred to as 'Mauritius',

Hereinafter referred to as 'the Parties',

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

RECALLING that the United Nations Convention on the law of the Sea provides for the establishment of Exclusive Economic Zones, amongst others, by coastal States;

RECOGNISING that Seychelles has sovereign rights or jurisdiction over a zone extending up to 200 nautical miles from its baseline in accordance with the United Nations Convention on the Law of the Sea;

AWARE of the importance of the principles established by the code of conduct for responsible fisheries adopted at the Food and Agriculture Organisation (FAO) Conference in 1995;

FURTHER NOTING that Seychelles and Mauritius are both Parties to the Indian Ocean Tuna Commission (IOTC), an intergovernmental organisation mandated to manage tuna and tuna-like species in the Indian Ocean and adjacent seas;

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

DESIROUS of establishing terms and conditions governing the fishing activities of Mauritius vessels in the waters of Seychelles and Mauritius in support of the introduction of responsible fishing in those waters.

HEREBY AGREE AS FOLLOWS:

Article 1

Scope

This Agreement establishes the principles, rules and procedures governing the:

- a. financial, technical and scientific cooperation in the fisheries sector with a view to ensuring responsible fishing in the waters over which Seychelles has sovereign rights or jurisdiction ('Seychelles waters') to guarantee the conservation and sustainable exploitation of fisheries resources;
- b. conditions governing access by Mauritius fishing vessels to Seychelles waters, as defined in the Annex; and
- c. development and implementation of mechanisms for the monitoring of fishing activities in Seychelles waters to ensure that the principles, rules, procedures and conditions under this Agreement are complied with.

Article 2

Definitions

For the purposes of this Agreement:

- a) 'Seychelles fishing zone' means the part of the waters under the sovereignty or jurisdiction of Seychelles, in accordance with the Maritime Zones Act, 1999 and other applicable laws of Seychelles, where Seychelles authorises Mauritius vessels to engage in fishing activities Seychelles fishing zone;
- b) 'Joint Committee' means the committee set up under Article 8 and whose functions are described in Article 8 of this Agreement;
- c) 'Mauritius Authority' means the Ministry of Ocean Economy, Marine Resources, Fisheries and Shipping;
- d) 'Seychelles Authority' means the Seychelles Fishing Authority; and
- e) 'Mauritius vessel' means a vessel flying the flag and registered in Mauritius;

Article 3

Principles and objectives

1. The Parties undertake to:
 - a) promote responsible fishing in Seychelles waters;
 - b) issue rules for the conduct of fishing under this Agreement in line with the prevailing resolutions of the Indian Ocean Tuna Commission ('IOTC');
 - c) implement this Agreement in accordance with the principles of the fisheries policy of Seychelles and relevant legislation;
2. Nothing done pursuant to this Agreement shall be in contravention of the applicable legislation of either Party.
3. Any Annex to this Agreement shall be an integral part of same.

Article 4

Statistical and Scientific cooperation on responsible fishing

1. Seychelles and Mauritius shall jointly monitor the evolution of status of the stocks of tuna and tuna-like species in Seychelles waters. For that purpose, either Party may request the other Party for the holding of a joint meeting.
2. The Parties shall exchange statistical, biological, conservation and environmental data and cooperate for the purpose of managing and conserving the marine living resources.
3. Taking into account the available scientific advice provided by the IOTC, the Parties may consult with each other within the Joint Committee and, where necessary, agree to take measures to ensure sustainable management of Seychelles marine biological resources in line with the Seychelles fisheries policy and relevant legislation.

Article 5

Access by Mauritius vessels to the fisheries in Seychelles waters

1. Seychelles shall authorise a number of Mauritius vessels to engage in fishing activities in Seychelles waters in accordance with this Agreement and the Annex thereto.
2. Mauritius undertakes to ensure that the Mauritius vessels which have been authorized under this Agreement, comply with the provisions of this Agreement, the prevailing legislation governing fisheries in the Seychelles waters and any terms and conditions of the licence issued by the Seychelles authority.

Article 6

Fishing authorisation

1. A Mauritius vessel may fish, or do any act preparatory to fishing in Seychelles waters provided it is in possession of a valid fishing authorization issued by the Seychelles authority pursuant to this Agreement.
2. The Annex to this Agreement sets out the procedure for obtaining a fishing authorisation for a vessel, the fees applicable and the method of payment to be used.

Article 7

Species Coverage

Seychelles may authorise fishing activities under this Agreement solely for the exploitation of highly migratory species, as listed in Annex 1 of the UN Convention on the Law of the Sea, 1982, except for:

- a) the family Alopiidae;
- b) the family Sphyrnidae;
- c) the *Cetorhinus maximus*, *Rhincodon typus*, *Carcharodon carcharias*, *Carcharhinus falciformis* and *Carcharhinus longimanus* species; and
- d) any other species prohibited by an applicable IOTC resolution

Article 8

Joint Committee

1. The Parties shall set up a Joint Committee which shall have the following functions:
 - a) monitoring the implementation of this Agreement;
 - b) providing necessary liaison for matters of mutual interest relating to fisheries, sourcing of raw material for processing of tuna and tuna-like species by each Party and provision of by-catch in each country for sales on the local market;
 - c) acting as a forum for the amicable settlement of any dispute between the Parties on the application and interpretation of this Agreement;
 - d) reviewing, when deemed necessary, the level of fishing opportunities, based on best available scientific advice;
 - e) making recommendations to the Parties on any revision to the technical provisions of this Agreement; and
 - f) such other function falling within the scope of this Agreement which the Parties agree upon.
2. Subject to availability of funds, the Joint Committee shall meet at least once a year, alternately in Mauritius and in Seychelles, and shall be chaired by the Party hosting the meeting.

3. The Joint Committee shall hold a special meeting upon at least 30 days' notice unless the Parties agree otherwise.
4. All decisions by the Joint Committee shall be by consensus.

Article 9

Adjustment of fishing opportunities by decision of the Joint Committee

As set out in Article 8 of this Agreement, the Joint Committee may with a view to securing sustainable management of tuna and tuna like species:

- a) review the fishing opportunities referred to in Part II of the Annex; and
- b) recommends to the Parties an adjustment of any applicable resolution of the IOTC.

Article 10

Suspension of this Agreement

1. The implementation of this Agreement may be suspended subject to:
 - a. giving at least six [6] months written notice to the other Party before the date the suspension is intended to start;
 - b. the consent of the other Party to such suspension; and
 - c. one or more of the following:
 - i. force majeure other than naturally occurring phenomena, preventing fishing activities in Seychelles waters;
 - ii. a dispute between the Parties over the application or interpretation of this Agreement and the Annex thereto, which cannot be settled;
 - iii. upon the adoption of a significant change in the policy of either Party which impacts on the application of this Agreement; and
 - iv. in case of non-compliance with an obligation set out in this Agreement.
2. Notwithstanding any period fixed by a Party for the suspension, the Parties may agree to end such suspension on such date as they deem fit.
3. In the event of a suspension of the implementation of this Agreement, the Parties shall continue to consult each other with a view to finding an amicable settlement to the dispute. Where a settlement is reached, the implementation of this Agreement shall resume and the fees paid shall apply proportionately and pro rata temporis in accordance with the period during which implementation of this Agreement was suspended

Article 11

Settlement of dispute and Termination

1. Any dispute concerning the interpretation or application of this Agreement shall be settled amicably through mutual consultation.

2. A Party may terminate this Agreement by giving at least six (6) months' notice through a Note Verbale to the other Party before the date on which such termination shall take effect. The notice may be waived upon prior written consent of the Parties.
3. The Party in receipt of the notification for termination of this Agreement, shall acknowledge receipt of the notification to the notifying Party within five (05) working of the receipt of the notification.
4. The Parties shall consult with each other as from date of receipt of the notification referred to in the above paragraph. Should the termination request be withdrawn pursuant to the consultations, this Agreement shall continue to be implemented in its entirety.

Article 12

Law applicable to Mauritius fishing vessels in Seychelles waters

1. A Mauritius fishing vessel authorized to operate in Seychelles waters under this Agreement shall be subjected to the laws and regulations of Seychelles unless otherwise provided under this Agreement and the Annex thereto.
2. Seychelles shall forthwith notify Mauritius in writing of, through a Note Verbale any change in its legislation in relation to fisheries and fishing vessels monitoring.

Article 13

Confidentiality

1. The Parties shall ensure that only aggregated data related to fishing activities in the Seychelles waters shall be made available in the public domain in line with applicable IOTC resolution.
2. Any data which may be considered as confidential by either Party shall only be used for the implementation of this Agreement, and shall not be disclosed to a third party without the prior consent of the Parties.

Article 14

Electronic exchanges of data

1. Seychelles and Mauritius shall endeavour to implement the necessary systems for the electronic exchange of data in relation to the implementation of this Agreement.
2. The data in electronic form and its paper version are to be considered equivalent.

Article 15

Amendment

Any amendment to this Agreement shall be mutually agreed by the Parties and in writing through a Note Verbal.

Article 16

Obligation on Expiry of this Agreement or its Termination

Upon expiry or termination of this Agreement:

- (a) any authorisation fee or any outstanding dues not paid at the time of expiry or termination by a Mauritius vessel owner shall remain due and payable; and
- (b) the Mauritius vessel owner shall continue to be liable for any breach of the provisions of this Agreement or any laws of Seychelles which occurred before the expiry or termination of this Agreement up to the expiry or termination of their fishing licence.

Article 17

Duration and Renewal

- 1. This Agreement shall be valid for a period of one year as from the date of its entry into force.

Article 18

Entry into force

- 1. Each Party shall notify the other, through diplomatic channel, of the completion of the procedures required by its law for the entry into operation of this Agreement. The Agreement shall enter into force on the date of receipt of the later notification.
- 2. Upon entry into force, the Agreement shall be taken to have effect, and all of its provisions shall be taken to have applied as from the date of signature.

IN WITNESS WHEREOF the authorised representatives of the Parties have signed this Agreement in two originals in English Language on this 20th day of February 2022 at Mahe, Seychelles.

.....
Hon. Minister Sudheer Maudhoo
For and on behalf of the Government
of the Republic of Mauritius

.....
Hon. Jean-Francois Ferrari
For and on behalf of the Government
Republic of Seychelles

Conditions for the exercise of fishing activities by Mauritius vessels

Part I

1. General Obligations

Mauritius vessels for which a fishing authorisation has been issued in accordance with this Agreement shall comply with the applicable provisions of the Legislation of the Republic of Seychelles in relation to fisheries concerning the conservation and control measures and other provisions governing fishing by foreign fishing vessels in the Seychelles fishing zone in which they operate, and the provisions laid down in this Agreement.

2. Seychelles fishing zones

- (a) Seychelles shall provide Mauritius with the geographic coordinates of the area in which Mauritius vessels may operate pursuant to this Agreement.
- (b) Mauritius vessels shall be prohibited from using any longline and purse-seine on tuna and tuna-like species inside the areas defined as areas where fishing is prohibited (for) by foreign fishing vessels under the Legislation of the Republic of Seychelles in relation to fisheries.
- (c) Any modification to the Seychelles fishing zones set up under para 2(a) will be communicated to the Mauritius authority, four weeks prior to the modification entering into force.

Part II

PERIOD OF APPLICATION AND FISHING OPPORTUNITIES

1. For a period of one year, the fishing opportunities granted under Article 5 of this Agreement shall be as follows:

- 15 tuna purse-seiners, and

- 20 tuna longliners, and

- The number of supply vessels shall be in accordance with the relevant Indian Ocean Tuna Commission (IOTC) resolutions.

2. Mauritius vessels may engage in fishing activities in Seychelles waters pursuant to this Agreement provided the vessels are on the list of vessels notified by Mauritius and listed on the IOTC list of authorised fishing vessels and in possession of a fishing permit/licence issued under the provisions of Article 6 and comply with the conditions established in this Agreement in accordance with the Annex.

Part III
FISHING AUTHORISATIONS

SECTION 1

Application and issue of fishing authorisations

1. 'Fishing authorisation' means a valid entitlement or licence or permit to engage in fishing activities in accordance with the terms of the said fishing authorisation provided under this Agreement.
2. For a Mauritius vessel to be eligible for a fishing authorisation under this Agreement it shall:
 - (a) be included in the list of vessels notified by Mauritius to carry out fishing activities under this Agreement;
 - (b) be on the list of authorised fishing vessels of the IOTC;
 - (c) have fulfilled, where applicable, during the most recent 12 months period of fishing activities under this Agreement the conditions and obligations set out thereunder;
 - (d) not be included on an Illegal, Unreported or Unregulated fishing vessel list; and
 - (e) have available and provide the data required under this Agreement.; and
 - (f) ensure that the fishing authorisation application is in accordance with the requirements of this Agreement and the Annex thereto
3. All Mauritius vessels applying for a fishing authorisation should be represented by an agent resident in Seychelles. The name and address of that agent shall be stated in the application.
4. Mauritius shall submit to the Seychelles Authority a fishing application for each Mauritius vessel wishing to fish under this Agreement at least 20 days before the date of commencement of the period of validity of the authorisation.
5. Where a fishing application has not been submitted prior to the period of validity under paragraph 4, the vessel owner or his agent may do so during the period of validity, no later than 20 days before the start of fishing activities. In such cases, vessel owners or their agent shall pay the advance fees due for the full period of the fishing authorisation.
6. Each application for a fishing authorisation shall be submitted 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; and

- (b) any other documents required under the relevant applicable to the type of vessel concerned pursuant to this Agreement.
7. All payments related to authorisation and catches shall be paid into a bank account of the Bank of Seychelles, the details of which shall be provided by Seychelles before the application of this Agreement. The associated costs and other charges linked to bank transfers shall be borne by the vessel owners or their agent.
 8. The Seychelles Authority shall not apply any charge to the authorisation process of a license application pursuant to this agreement. Any port tax and service charge must be paid to the concerned authorities
 9. Fishing authorisation for all Mauritius vessels shall be issued to the agent of the vessels within 15 days of receipt by the Seychelles Authority of all the documents referred to in para 7. A copy of the fishing authorisation shall be sent to Mauritius authority.
 10. A fishing authorisation shall be issued for a specific Mauritius vessel and shall not be transferable except for force majeure, as outlined in paragraph 11.
 11. Where force majeure occurs, a Mauritius vessel's fishing authorisation may be transferred, at the request of Mauritius, and approval of the Seychelles Authority for the remaining period of its validity, to another eligible Mauritius vessel with similar characteristics, with no further fee being due or payable to either Party.
 12. Where paragraph 11 applies:
 - (a) The owner of the first vessel, or his agent, shall return the cancelled fishing authorisation to the Seychelles Authority and;
 - (b) the new fishing authorisation shall take effect on the day that the vessel's owner returns the cancelled fishing authorisation to the Seychelles authority. The Mauritius authority shall be informed of the transfer of the fishing authorisation.

The fishing authorisation or an electronic copy of it must be kept on board the vessel at all times.¹⁴ The Parties shall endeavor to embark seamen from the respective flagged State on all vessels operating under this Agreement.

SECTION 2

Vessel owners fee, advance payment and statement of fees

1. Purse Seiners

Licence fee for tuna purse seiners shall be EUR 143,000 per vessel per year.

2. Tuna Longliners

Licence fee for tuna longliners shall be either EUR 22,750 for a period of 6 months or EUR 39,000 per year.

3. Supply vessels

Licence fee for supply vessels shall be EUR 5,000 for a period of 12 months.

Part IV

CONSERVATION TECHNICAL MEASURES

1. Mauritius fishing vessels shall comply with the relevant laws of Seychelles and resolutions adopted by the IOTC
2. In accordance with IOTC resolutions and recommendations, the Parties agree to cooperate towards the reduction of incidental catches of protected species in particular all marine turtles, marine mammals, seabirds and reef fish. To this end, Mauritius fishing vessels shall apply technical and mitigating measures to improve the selectivity of fishing gears in order to reduce the incidental catch of non-targeted species.
3. To reduce the entanglement of sharks, marine turtles or any other non-targeted species, Mauritius fishing vessels shall use non-entangling designs and materials in the construction of fish aggregating devices (FADs). In addition, to reduce the impact of FADs on the ecosystem and the amount of synthetic marine debris and implement fishing practices to reduce incidental catches and mortality of non-targeted species, Mauritius fishing vessels shall use natural or biodegradable materials for FADs and retrieve them in the Seychelles waters when they become non-operational.
4. Environmental management fee:

For the purpose of environmental management, research and observation of marine ecosystems in Seychelles waters, Mauritius fishing vessel licenced to fish in Seychelles fishing zone shall pay a fee of EUR 2,25 per gross tonnage (GT) based on the tonnage of each vessel. This fee shall be paid along with the fishing licence fee and into the same account.

Part V

MONITORING

SECTION 1

Catch reporting

1. Mauritius vessels authorised to fish in Seychelles waters under this Agreement shall communicate their catches to the Seychelles authority until such time as the Electronic Catch Reporting System (ERS) is implemented by both Parties in the manner set out below.
2. Mauritius vessels licensed to fish in Seychelles waters shall fill a statement of catch form as set out in Appendix 2 on a daily basis, for each trip they undertake in Mauritius 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.
3. While in Seychelles waters, Mauritius vessels shall report to the Seychelles Authority, every three (3) days, the information required in the format provided for in Appendix 2, as appropriate.
4. As far as the submission of the statement of catch form referred to in paragraphs 2 and 3 above is concerned, the Seychelles vessels shall:
 - a. in the case they call into Seychelles port, 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 Authority within fourteen (14) days of their arrival in any port other than Port Victoria.
 - Copies of these statements of catch forms must simultaneously be sent to the Mauritius Authority, within the same time frame as provided for in paragraph 3.
5. Both Parties shall provide to each other, before the end of each quarter with catch data for each authorized vessel, and any other relevant information, including fishing efforts (number of days at sea), corresponding to the previous quarter(s).

SECTION 2

Catch communication: entering and leaving Seychelles waters

1. For the purposes of this Annex, the duration of a trip by a Mauritius vessel shall be defined as follows:
 - the period elapsing between entering and leaving Seychelles waters,
 - the period elapsing between entering Seychelles waters and a transshipment, or
 - the period elapsing between entering Seychelles waters and a landing in Seychelles.
2. Mauritius vessels shall notify the Seychelles Authority at least twenty four (24) hours in advance of their intention to enter or exit Seychelles waters, and every three

days during their fishing activities in Seychelles waters, of their catches during this period.

3. When notifying entry in or exit from the Seychelles waters, Mauritius vessels shall also communicate its position at the time of giving the notice and the quantity in kg (rounded off to the nearest 100 kg) and species of its catches kept on board. These communications shall be made in the format set out in Appendix 3, by e-mail or fax, to the addresses provided therein.
4. Mauritius vessels found to be fishing in Seychelles waters without having informed the Seychelles Authority shall be deemed to be vessels without a fishing authorisation. The sanctions referred to in Part VII will be applicable in such cases.

SECTION 3

Landings and transhipment

Landings

1. The designated port for landing activities in Seychelles is Port Victoria.
2. Mauritius vessels wishing to land catches in Port Victoria shall notify the following information to the Seychelles Authority at least 24 hours in advance:
 - a. the landing port;
 - b. the name and International Radio Call Sign (IRCS) of the landing fishing vessel;
 - c. the date and time of landing;
 - d. the quantity in kg, rounded to the nearest 100 kg, by species to be landed; and
 - e. the product form presentation.
3. Landings shall be considered as an exit from Seychelles waters as defined in paragraph 1 of Section 3 of this Part. Mauritius vessel shall therefore submit its Landing Declarations to Seychelles Authority.

Transhipment

4. Transhipment at sea in Seychelles waters is prohibited, and any person infringing this provision shall be liable to the enforcement measures provided for by Seychelles legislation. Transhipments may be carried out within Port Victoria.
5. In the case of a transhipment in Port Victoria, the owner of a Mauritius vessel or its agent, must notify the following information to Seychelles Authority and, at the same time, to the port authority concerned in Seychelles at least 24 hours in advance:
 - a) the transhipment port or area where the operation will occur;
 - b) the name and IRCS of the donor Mauritius vessel;
 - 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 100 kg, by species to be transhipped; and
 - f) the product form presentation.
6. Transshipment shall be considered as an exit from Seychelles waters as defined in paragraph 1 of Section 2. Mauritius vessel shall submit its catch declarations to the competent authorities of Seychelles and a copy thereof to the port authority, not 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 4

Vessels Monitoring System (VMS)

With regards to the Vessel Monitoring System, all Mauritius vessels fishing, or intending to fish, in the Seychelles fishing zones within Seychelles waters under this Agreement, shall comply with all the provisions set out in Appendix 5.

SECTION 5

OBSERVERS

1. Both Parties recognize the importance of respecting the obligations of IOTC Resolution with regard to the Scientific Observer Programme.
2. A vessel authorised to fish in Seychelles waters under this Agreement shall take on board observers appointed by the Seychelles Authority. However, technical aspects of the vessel will be taken into account before receiving the observer on board. The provisions relating to the embarkation of observers are as follows:
 - (a) Mauritius vessels shall take on board one observer, in the context of a regional or national observation programme;
 - (b) the Seychelles Authority shall draw up a list of Mauritius vessels designated to take an observer on board and a list of appointed observers. Those lists shall be kept up to date. They shall be forwarded to Mauritius as soon as they have been drawn up, and every three months thereafter, where they have been updated; and
 - (c) the Seychelles Authority shall inform the owner of a Mauritius vessel concerned, or its agent, of the name of the observer appointed to be taken on board the vessel not later than 15 days before the observer's planned embarkation date.
3. The time spent on board a Mauritius vessel by observer shall not exceed the time required to carry out their duties, unless the observers are 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 Authority shall inform the owner of a Mauritius vessel or its agent thereof when

notifying it of the name of the observer appointed to be taken on board the Mauritius vessel concerned.

4. The conditions under which an observer is taken on board shall be agreed between ship owners or their agent and the Seychelles Authority after notification of the list of designated Mauritius vessels.
5. Within two weeks and upon giving not less than ten (10) days' written notice, the ship owner of a Mauritius vessel concerned shall make known at which port and on what date it intends to take an observer on board.
6. Where observers are taken on board in a foreign port, their travel costs shall be borne by the owner of the vessel. Should a Mauritius vessel with an observer 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 owner of the vessel, unless the observer is continuing with the Mauritius vessel in the context of his observer duties through another agreement or observer programme.
7. If the observer is not present at the time and place agreed and during the twelve (12) hours following the time agreed, the owner of the Mauritius vessel shall be automatically absolved of the obligation to take the observer on board.
8. Observers shall be treated as officers. They shall carry out the following tasks:
 - (a) observe the fishing activities of the Mauritius vessels;
 - (b) verify the position of Mauritius vessels engaged in fishing operations;
 - (c) note the fishing gear used;
 - (d) note deployment of Fish Aggregating Devices including type of FADs and beacon used;
 - (e) verify the catch data from the Seychelles waters recorded in the logbook;
 - (f) verify the percentages of by-catches and estimate the quantity of discards; and
 - (g) report fishing data including the quantity of catches and by-catches on board taken in Seychelles waters, once a week by e-mail or fax or other agreed means of communication.
9. The Master of a Mauritius vessel shall do everything reasonably practicable to ensure the physical safety and welfare of observer while on board.
10. Similarly, the observers shall be offered every facility needed to carry out their duties. The Master shall give them access to the means of communication needed to 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:
 - (a) take all appropriate steps to ensure that the conditions of their boarding and presence on the vessel neither interrupts nor hampers fishing operations;

(b) respect the material and equipment on board and the confidentiality of all documents belonging to the vessel; and

12. At the end of the observation period and before leaving the Seychelles vessel, observers shall draw up an activity report to be transmitted to the Mauritius Authority, with a copy to Seychelles Authority, which shall be signed by the observers. A copy of the report shall be handed over to the master when the observers leave the Seychelles vessel.

13. The owner of a Seychelles vessel shall bear the cost of accommodating the observers which shall be of the same conditions as the officers on the vessel.

14. The salary and applicable taxes of the observers shall be borne by the shipowner.

PART VI

CONTROL

1. A Mauritius vessel authorized under this Agreement shall comply with the applicable law of Seychelles regarding fishing gears and the technical specifications thereof and all other technical measures applicable to the fishing activities as well as with the applicable conservation, management and other measures adopted by the IOTC.
2. The Master of a Mauritius vessel engaged in fishing activities in Seychelles waters shall at all times cooperate with any Authorised Fishery Officer of Seychelles and an officer carrying out inspection and control of fishing activities.
3. In order to facilitate safer inspection procedures, without prejudice to the provisions of Seychelles legislation, boarding should be conducted in such a way that allows the inspection platform and the inspectors to be identified as being authorised by Seychelles to carry out such tasks.
4. Seychelles shall make available to Mauritius a list with all inspection platforms used for at sea inspections in line with FAO UNFSA recommendations. This list should contain, inter alia:
 - Fisheries Patrol Vessels (FPV) names,
 - FPV details,
 - FPV photo.
5. Seychelles may on the request of Mauritius or a body designated by it, allow Mauritius inspectors to observe the activities of Mauritius vessels, including transshipments, and onshore-based controls.
6. Once an inspection has been completed and the inspection report signed by the inspector, the report shall be made available for signature, comments and remarks, if any, by the Master. The signature of the inspection report 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 Mauritius vessel before the inspection party leaves the vessel.

7. Those authorised fishery officers shall not remain on board a Mauritius vessel for longer than is necessary for the discharge of their duties.
8. Master of Mauritius vessels engaged in landing or transshipment operations in a Seychelles port shall allow and facilitate the inspection of such operations by Seychelles and/or Mauritius authorised officers.
9. Where any provisions set out in this Chapter is not complied with, Seychelles reserves the right to suspend the fishing authorisation of the offending Mauritius vessel until formalities have been completed and to apply the penalty laid down in existing Seychelles legislation at the time of the contravention. Mauritius shall be informed thereof as soon as possible

CHAPTER VII

ENFORCEMENT

Administrative action or measure

1. A Mauritius vessel which fails to observe any provision of the above chapters I to VI, the management and conservation of marine living resources measures, or the Mauritius legislation, shall be subject to such penalty and Administrative action or measure provided for in accordance with Mauritius legislation.
2. Mauritius shall be immediately and fully informed of any administrative action or measure and of all relevant facts related thereto.
3. Where an administrative action or measure takes the form of suspension or revocation of a fishing authorisation, during the remaining period of the validity of a fishing authorisation which has been suspended or revoked, Mauritius may request for another fishing authorisation for another eligible Mauritius vessel.

Arrest and detention of fishing vessels

4. The Seychelles Authority shall immediately inform Mauritius of the arrest and/or detention of any Mauritius vessel operating under this Agreement and shall transmit a copy of the inspection report, detailing the circumstances and reasons of the arrest and/or detention within 48 hours.

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

5. Whilst respecting the deadlines and procedures of legal proceedings as provided for by the Seychelles legislation relating to arrest and/or detention of a fishing vessel, a consultation meeting shall be held, upon receipt of the above information, between the authorities of Seychelles and Mauritius.
6. At the meeting, the Parties shall exchange any relevant documentation or information helping to clarify the circumstances of the established facts. The vessel

owner or agent shall be informed of the outcome of the meeting and of any measures resulting from the arrest and/or detention.

Compounding:

7. An attempt shall be made to resolve the alleged infringement in relation to a Mauritian Vessel amicably or by compounding within fourteen days of the arrest and/or detention, in conformity with Seychelles legislation.
8. In the event of an amicable settlement, the settlement shall be determined in accordance with the procedures provided for in Seychelles legislation.
9. Once all the obligations arising from the amicable settlement or compounding have been fulfilled and any legal proceedings have been completed, the Mauritius vessels shall be released and the Master allowed to leave the territory of the Republic of Seychelles, unless forfeited.
10. Mauritius shall be kept informed of any proceedings initiated against and penalties imposed on the Seychelles vessel.

Appendices

1. Fishing authorisation application form
 2. Statement of catch form for tuna purse seiners/ tuna longliners
 3. Communication Format Reports
 4. Communication of VMS messages — Position Report
 5. VMS Framework guidelines
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Appendix 1

APPLICATION FOR FISHING AUTHORISATION

I — APPLICANT

1. Name of applicant:
2. Name of the Producer Organisation (PO) or Shipowner's representative of the owner of the vessel:
3. Address of the PO or representative of the owner of the vessel:
4. Tel.
No:
Fax
e-mail:
5. Master's
name:
Nationality:
e-mail:
6. Owner of the vessel or Chartering entity if different from above:

II — VESSEL IDENTIFICATION DETAILS

1. Vessel Name:
2. Flag State:
Port of registration:
3. External Marks
MMSI:
IMO number:
RFMO No.:
5. Date of current flag Registration (DD/MMIYYYY):/.../.....
Previous flag, if any:
.....
6. Place of construction:
Date (DD/MMIYYYY):/
...../ IRCS:
7. Radio Call frequency: HF:
VHF Vessel Satellite Phone No.:

III — VESSEL TECHNICAL DETAILS

1. Vessel LOA (mts):
.....
BOA (mts):
.....
GT:
.....
NetT:
.....
2. Hull material: Steel **D** Wood **D** Polyester **D**
Other **D**
.....
3. Engine Type:
Engine Power (in HP): Engine Manufacturer:

4. Max. Crew Members:
5. Conservation method on board: Ice Refrigeration Mixed Frozen
6. Processing capacity per day (24h) in Tonnes: 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 Waters:
3. Target species: _____
4. License period requested from (DDIMMIYYYY): 1.....1..... To:
/...../.....
5. Requirement for disposal of by catch: As per Seychelles legislation
6. Reporting requirement: As per Seychelles legislation.

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: _____

Appendix 2

STATEMENT OF CATCH FORM FOR TUNA SEINERS/FICHE DE DECLARATION DE CAPTURES POUR THONIERSENNEURS

DEPART/SALIDA/DEPARTURE				ARRIVEE/LLEGADA/ARRIVAL				NAVIRE/BARCONESS PATRON/PATRON/MASTER				FEUILLE							
PORT/PUERTO/PORT DATE/FECHA/DATE HEURE/HORA/HOUR LOCH/CORREDE/RAILOCH				PORT/PUERTO/PORT DATE/FECHA/DATE HEURE/HORA/HOUR LOCH/CORREDE/RAILOCH								HOJA/SHEET N'							
DATE FECHA DATE	POSITION (chaque cahe ou midi) POSICION (cada lance o mediadia) POSITION (each set or midday)		CALEE LANCE SET		CAPTURE ESTIMEE ESTIMACION DE LA CAPTURA ESTIMATED CATCH				ASSOCIATION ASOCIACION ASSOCIATION				COMMENTAIRES OBSERVATIONS COMMENTS				COURANT CORRIENTE CURRENT		
					1 ALBACORE RABIL YELLOWFIN	2 LISTAO LISTADO SKIPJACK	3 PATUDO PATUDO BIGEYE	AUTRE ESPECE preciser le/les nom(s) OTRA ESPECIE dar el/los nombre(s) OTHER SPECIES give name(s)	REJETS preciser le/les nom(s) DESCARTES dar el/los nombre(s) DISCARDS give name(s)								Route/Recherche, probli mes divers, type d'epave (naturelle/artificielle, balisee, bateau), prise accessoire, taille du bane, autres associations, . Ruta/Busca, problemas varios, tipo de objeto (natural/artificial, con baliza, barco), captura accesoria, lalla del banco, otras asociaciones, . Steaming/Searching, miscellaneous		
					Taille Talla Size	Capture Captura Catch	Taille Talla Size	Capture Captura Catch	Taille Talla Size	Capture Captura Catch	Nom Nombre Name	Taille Talla Size	Capture Captura Catch	Taille Talla Size	Capture Captura Catch				

Une calee par ligne/Uno lance cada linea/One set by line

SIGNATURE
DATE

Appendix 3

COMMUNICATION FORMAT REPORTS

Entry Report (COE) (1)

Content	Transmission
Destination	FRA
Action code	CO
Vessel Name	
IRCS	
Position of entry	IT/LG
Date and Time (UTC) of entry	DD/MM/YYYY — HH:MM
Quantity (Mt) of fish on board per specie:	
Yellowfin (YET)	(Mt)
Bigeye Tuna (BET)	(Mt)
Skipjack (SKJ)	(Mt)
Others (Specify)	(Mt)

Exit Report (COX) (2)

Content	Transmission
Destination	FRA
Action code	COX
Vessel Name	
IRCS	
Position of entry	I T/ I G
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)
Skiniack (SK.I)	(Mt)
Others (Specify)	(Mt)

(1) Sent six (6) Hours before entering Seychelles Seychelles fishing zones.

(2) Sent six (6) Hours before exiting Seychelles Seychelles fishing zones.

Catch Report (CAT) Format once inside Seychelles Seychelles fishing zones (1).

Content	Transmission
Destination	FR
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)
Content	(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:

1) Every three (3) days after entering Seychelles fishing zones.

Appendix 4

COMMUNICATION OF VMS MESSAGES

Position report

Given	Code	Mandatory / Optional	Comments
Start record	SR	O	System detail — indicates start of record
Consignee	AD	O	Message detail — recipient. Alpha 3 ISO
Consignor	FS	O	Message detail — sender. Alpha 3 ISO
Type of message	TM	O	Message detail — type of message shall be '000'
Radio call sign	CR	O	Vessel detail — international radio call sign
Internal reference number to the Contracting Party	IR	F	Vessel detail — unique contracting party number (ISO-3 code of flag State followed by number)
External registration	XR	F	Vessel detail — number marked on side of vessel
Flag State	FS	F	Flag State detail
Latitude	Th	O	Vessel position detail — position in degrees and minutes N/S DDMM (WGS -84)
Longitude	Lo	O	Vessel position detail — position in degrees and minutes E/W DDMM (WGS-84)
Date	DA	O	Vessel position detail — date of record of UTC position
Hour	TI	O	Vessel position detail — time of record of UTC position
End of record	ER	O	System detail — indicates end of record

Character set:ISO 8859.1

Each data transmission is structured as follows:

- A double slash (//) and the code 'SR' indicate the start of the 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 code 'er' and a double slash (//) at the end indicate the end of a record.
- Optional data elements have to be inserted between the start and end of the record.

Appendix 5

VESSEL MONITORING SYSTEM (VMS)

General Principles

1. With regard to the Vessel Monitoring System mentioned in the Part IV Section 4 of the Annex to this Agreement, all Mauritius vessels fishing, or intending to fish, in Seychelles Seychelles fishing zone pursuant to this Agreement including a Seychelles Seychelles fishing zone as provided for in Part I point 2(a) of the Annex, hereinafter referred to as Seychelles fishing zone, shall comply with all the following provisions.
2. A Mauritius 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 Seychelles Seychelles fishing zone to conduct fishing activities.
3. Mauritius 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 Authority shall communicate to the Mauritius Fisheries Monitoring Centres (FMCs) the geographical coordinates (Latitudes and Longitudes) of the Seychelles Seychelles fishing zone.
5. The Seychelles Authority will transmit this information in electronic format, expressed in degrees decimal in the WGS-84 *datum* to the Mauritius Authority.
6. The Seychelles Authority and the Mauritius FMC 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.
7. All Mauritius 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 Seychelles FMC.
8. The frequency of transmission shall be on an hourly basis.
9. 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.

10. The Parties agree to review these provisions as and when appropriate, including the relevant analysis of cases of malfunctioning or anomalies related to individual Mauritius vessels. All such cases will have to be notified by the Seychelles Authority to the Mauritius Authority at least 15 days before the review which shall occur in the framework of the Joint Committee.
11. 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 8 of this Agreement.

Integrity of the VMS

12. The Mauritius vessel Master, or anyone authorised by him, is prohibited from switching off, obstructing its VLD, or interfering in any manner whatsoever with the data transmitted to the Mauritius FMC, when operating in the Seychelles fishing zone.
13. The Master of the Mauritius vessel shall be responsible for the accuracy of the VMS data recorded and transmitted.
14. 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 Mauritius vessel tracking device is not removed from the place where the device was first installed;
 - (e) any replacement of a Mauritius vessel tracking device is immediately notified to the Seychelles Authority; and
 - (f) any breach of the above-mentioned obligations may render the Master liable for sanctions as provided under the Applicable Seychelles law.
15. The VMS hardware and software components on the Mauritius vessel 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 overridden.
16. 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.
17. 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

18. When a Mauritius vessel fishing under this Agreement enters into the Seychelles fishing zone, subsequent position reports shall be automatically communicated by the Mauritius FMC to the Seychelles FMC, in real time, on a frequency set in point 8.
19. 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 zone;
 - (b) 'POS', every VMS data report transmitted by each vessel while within the Seychelles fishing zone;
 - (c) 'EXI', first VMS data report transmitted by each vessel after exiting the Seychelles fishing zone;
20. (a) The frequency of transmission may be changed up to a 30 minutes basis, when strong evidence is provided by the Seychelles Authority demonstrating that the Mauritius vessel is perpetrating an infringement.
- (b) This evidence shall be submitted by the Seychelles FMC to the Mauritius FMC, along with the request to alter frequency. The Mauritius FMC shall send the data to the Seychelles FMC, automatically, and in real time, immediately after receiving the request.
 - (c) The Seychelles FMC shall notify immediately the Mauritius FMC of the end of the monitoring procedure.
 - (d) The Mauritius FMC shall be informed of the follow up of any inspection procedure based on the special request under this point.
21. The messages referred to in paragraph 19 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 Mauritius vessel

22. In the event of a technical problem or malfunction of the VLD installed on board the Mauritius vessel, the Master of that vessel shall communicate the information specified in point 19, by means of any of the communication forms agreed in paragraph 6, to the Mauritius FMC, starting from the time when the failure or malfunction was informed by the Seychelles Authority.
23. At least one global position report every four hours shall be transmitted while the Mauritius vessel stays in the Seychelles water. That global position report will include the hourly positions as registered by the Master of that vessel during those four hours and as described in Appendix 4.
24. The Mauritius FMC shall forward these messages to the Seychelles FMC without delay. In case of necessity or doubt, the Seychelles Authority may request the transmission of that position report every hour from a given Mauritius vessel.
25. Defective equipment shall be repaired or replaced as soon as the Mauritius 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 Mauritius Authority, which will notify the Seychelles Authority of its decision.

FMC failure — Non-receipt of VMS data by the Mauritius FMC

26. When one of the FMCs does not receive VMS data, this FMC shall promptly inform the other FMC contact thereof and, if necessary, work together to solve the problem.

27. The Seychelles FMC and the Mauritius FMC will, before the application of this Agreement, mutually agree alternative electronic means of communication to be used for the transmission of VMS data in case of failure of the FMC, and inform each other without delay of any changes to these means.
28. Whenever the Seychelles FMC reports that the VMS data have not been received, the Mauritius FMC shall identify the causes of the problem and take appropriate measures to ensure that the problem is solved. The Mauritius FMC shall notify the Seychelles FMC of the results and measures taken, within 24 hours from the acknowledgment of the failure.
29. If the resolution of the problem requires more than 24 hours, the Mauritius FMC shall forward the missing VMS data to the Seychelles FMC, using the alternative means of communication referred to in paragraph 27.
30. The Mauritius vessel shall thus not be subject to any infringement procedure for the non-reception of VMS data by the Mauritius FMC due to the failure of the FMC systems.

Maintenance of an FMC

31. 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.
 32. 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.
 33. 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 27.
 34. The Seychelles Authority shall inform its Monitoring Control and Surveillance (MCS) services so that Mauritius vessels are not subject to any infringement procedure for non VMS data transmission due to maintenance of the FMC.
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