

ANNEX
CONDITIONS FOR THE PURSUIT OF FISHING ACTIVITIES BY ASSOCIATION FISHING
VESSELS

CHAPTER I
GENERAL PROVISIONS

SECTION 1
DESIGNATION OF COMPETENT AUTHORITY AND DEFINITIONS

1. The purpose of this Annex is to implement the provisions of the Sustainable Fisheries Agreement between Government of the Republic of Seychelles and the Association.
2. The definition of restricted and protected areas and coordinates is as meant and included in the Seychelles Fisheries Act, 2014, and any other applicable laws and regulations of Seychelles.
3. "Fishing licence" means a valid licence as per the Seychelles Fisheries Act, 2014 to engage in fishing activities within the Seychelles fishing zone in accordance with the terms and conditions of that fishing licence provided under the Agreement.

SECTION 2
PERIOD OF VALIDITY, APPLICATION AND ISSUING OF FISHING LICENCE

1. A fishing licence shall be valid for a period of six months or for one year, referred to as the "period of validity". For a one-year licence, the starting date of this period shall be the date on which the Agreement enters into force. All fishing licences shall end on the anniversary date of the Agreement and shall be subject to renewal during the validity of the Agreement.
2. For a period of three years from the entry into force of this Agreement, the annual fishing opportunities granted under Article 6 of the Agreement shall be 85 longline vessels.
3. The number of licenced fishing vessels as per the Agreement may be adjusted subject to transfers of fishing opportunities to or from Top Fortune Marine International Ltd, provided that this adjustment shall not exceed the upper limit of 100 licenced vessels.
4. The ASSOCIATION shall notify the competent Seychelles authorities of the particulars of the ASSOCIATION fishing vessels applying for a fishing licence under the adjustment provided under section 2 paragraph 3, at least fourteen (14) days prior to the submission of an application for a fishing licence.

Eligibility for obtaining fishing licence to fish in the Seychelles fishing zone

5. Only eligible ASSOCIATION fishing vessels may obtain a fishing licence to fish in the Seychelles fishing zone under the Agreement.
6. The licence fees shall be at the rate as fixed by this Annex.

7. For an ASSOCIATION fishing vessel to be eligible, the following conditions shall be fulfilled:
- (a) the company of the vessel shall be a registered full member of the ASSOCIATION;
 - (b) the vessel shall have the required seaworthiness;
 - (c) the vessel shall have a resident agent in Seychelles;
 - (d) the vessel shall be equipped with:
 - (i) electronic tracking device (VMS);
 - (ii) electronic reporting system (ERS);compatible with standards prescribed by the competent Seychelles authorities.
 - (e) the vessel must be equipped for industrial longline;
 - (f) the owner and the master of the vessel shall be in good standing in the industry;
 - (g) the vessel shall be authorised to fish in the IOTC convention area;
 - (h) the vessel shall not be on the IUU fishing list of any Regional Fisheries Management Organisations (RFMOs).

Conditions of fishing licence to fish in the Seychelles fishing zone

8. ASSOCIATION fishing vessel shall fulfil the following conditions:
- (a) the electronic tracking device (VMS);
 - (b) electronic reporting system (ERS);

shall be continuously operational while in Seychelles waters and shall be compatible with standards prescribed by the competent Seychelles authorities.

Application for fishing licence

9. The appointed agent representing ASSOCIATION fishing vessels shall submit to the competent Seychelles authorities an application for a fishing licence for each ASSOCIATION fishing vessel wishing to fish under the Agreement at least twenty-one (21) calendar days before the expected starting date of fishing activities.
10. ASSOCIATION fishing vessel applying for fishing licence shall apply in the prescribed forms in Appendix 1 and the application shall be accompanied by the following documents:
- (a) a recent digital colour photograph of the vessel showing:
 - i. the starboard side and portside of the vessel, each showing the whole structure;
 - ii. the bow of the vessel;
 - iii. at least one of the photographs clearly showing at least one of the external markings;
 - (b) a copy of the International Tonnage Certificate (1969) for vessels applying for licence and authorisation for the first time under the Agreement;
 - (c) any other documents or certificates required under the laws of Seychelles.
11. The ASSOCIATION or agent shall pay the prescribed fees due for the full period of validity of the fishing licence.
12. The competent Seychelles authorities shall notify the ASSOCIATION of the details of the Seychelles' account into which the fees payable by ASSOCIATION fishing vessels under the Agreement

shall be paid. The associated bank transfer costs shall be borne by ASSOCIATION fishing vessels or its Agent.

Issuing of fishing licence

13. Fishing licence shall be issued to the fishing vessels' agent(s) within 15 days of receipt of all documents referred to in paragraph 8 and proof of payment of the prescribed fee for the period of validity of the fishing licence to be issued by the competent Seychelles authorities. An authorised ASSOCIATION fishing vessel shall keep on board the original fishing licence. Nevertheless, an electronic copy of the fishing licence shall be considered equivalent to the original version.

Transfer of fishing licence and authorisation

14. A fishing licence shall be issued for a specific fishing vessel and shall not be transferable, except on grounds of *force majeure*.

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

16. The agent of that fishing vessel, shall return the cancelled fishing licence to the competent Seychelles authorities. The agent shall be informed without delay by the competent Seychelles authorities of the cancelled fishing licence.

17. The new fishing licence shall take effect on the day that the agent returns the cancelled fishing licence to the competent Seychelles authorities. The agent shall be informed without delay by the competent Seychelles authorities of the issuance of the new fishing licence.

SECTION 3 FISHING LICENCE CONDITIONS

1. ASSOCIATION fishing vessels under the Agreement shall engage in fishing activities as provided in Article 4, paragraph 4 of the Agreement.

2. A fishing licence under the Agreement shall be validly applicable to ASSOCIATION fishing vessels so long as the ownership remains with a company which is a registered full member of the ASSOCIATION.

3. ASSOCIATION shall immediately notify the competent Seychelles authorities of any change of ownership of ASSOCIATION fishing vessels under the Agreement.

4. When in Seychelles waters, ASSOCIATION fishing vessels shall:

- (a) keep on board a bounded fishing logbook with consecutive page numbering;
- (b) record their daily fishing activities on a set by set basis in a logbook format as provided in Appendix 2(c);
- (c) when there are no fishing activities, fishing vessels shall record their position at noon (Local time);

- (d) submit the logbook weekly to the competent Seychelles authorities until the vessel concludes its fishing trip as defined in Chapter 3 Section 3, to the email address fmesc@sfa.sc no later than 4pm Seychelles time, every Friday for data recorded for the previous week;
5. ASSOCIATION fishing vessel calling to Port Victoria shall notify the competent Seychelles authorities of its port call:
- (a) at least 6 hours before the expected time of arrival of the vessel in port;
 - (b) in the event that the expected time of arrival into a port falls on a weekend, or is on a day of Seychelles national public holiday, ASSOCIATION fishing vessel shall notify the competent Seychelles authorities of its intention to call to port as described above, at least 6 hours before the last working day.
6. The notification required in paragraph 5 shall be accompanied by the final logbook completed for the whole of the fishing trip undertaken.
7. The notification required in paragraph 5 shall be sent to the competent Seychelles authorities to the email address fmesc@sfa.sc.
8. Receipt of notifications required in paragraph 5 shall be acknowledged by the competent Seychelles authorities within 24 hours of receipt.
9. In the event that the competent Seychelles authorities is not satisfied with information provided by ASSOCIATION fishing vessel requested in this section, or has reason to believe that ASSOCIATION fishing vessel has supplied false or misleading information to the competent Seychelles authorities, the competent Seychelles authorities shall undertake measures necessary to ascertain the validity and authenticity of the information provided.
10. ASSOCIATION fishing vessels shall take onboard scientific or compliance observers as required by the competent Seychelles authorities whenever necessary.

SECTION 4 FEES AND ADVANCE PAYMENTS

1. Fishing licence fees.

The fishing licence fee shall be as follows:

- USD 25,000 in respect of six (6) months period for an industrial longline fishing vessel to fish in Seychelles fishing zone
- USD 33,000 in respect of one (1) year period for an industrial longline fishing vessel to

fish in Seychelles fishing zone

Licence for a six-month period shall be valid within that same calendar year and shall not be pro-rated.

CHAPTER II CONSERVATION AND TECHNICAL MEASURES

1. ASSOCIATION fishing vessels shall comply with the relevant laws of Seychelles and management measures as adopted by the IOTC or to any other regional fisheries agreements to which Seychelles is party to as applicable.
2. In accordance with IOTC conservation and management measures and recommendations as applicable, the Parties agree to cooperate towards the reduction of incidental catches of protected species in particular all marine turtles, sharks, marine mammals, seabirds and reef fish. To this end, ASSOCIATION fishing vessels shall apply technical and mitigating measures to improve the selectivity of fishing gears in order to implement fishing practices to reduce incidental catches and mortality of non-targeted species.
3. ASSOCIATION fishing vessels shall conduct all fishing activities in a manner that does not affect the traditional, local-based fisheries of Seychelles.

CHAPTER III MONITORING, CONTROL AND SURVEILLANCE

SECTION 1 CATCH NOTIFICATION

1. ASSOCIATION fishing vessels licenced to fish in the Seychelles fishing zone under the Agreement, shall communicate their catches to the competent Seychelles authorities in the following manner, until such time as the Electronic Reporting System (ERS) is implemented by the Parties:
 - (a) ASSOCIATION fishing vessels licenced to fish in the Seychelles fishing zone shall, on a daily basis, complete a statement of catch form prescribed by the competent Seychelles authorities, for every set of each fishing trip undertaken in Seychelles fishing zone. In the absence of catches, the form shall still be completed. The form shall be completed legibly and signed by the master of the vessel
 - (b) the method to be used for the reporting of catches shall be done in accordance with the communication procedure set out in Appendix 2(c).
 - (c) as far as the notification of the statement of catch form referred to in points (a) and (b) is concerned, ASSOCIATION fishing vessels shall;
 - i. when calling into Port Victoria, submit the completed statement of catch form to the competent Seychelles authorities 6 hours prior to arrival;

- ii. in any other case, send the completed statement of catch form to the competent Seychelles authorities within 24 hours of exiting the Seychelles' waters.
2. In case of technical problems or malfunction of the ERS, declarations of catches shall be made pursuant to paragraph 1.

SECTION 2 TRANSITION TO ERS

1. The competent Seychelles authorities shall ensure a transition to an electronic system for declaring catches as early as possible after the commencement of the application of the Agreement, at a date to be determined by competent Seychelles authorities. Once it is the case, the modalities for the declaration of catches shall be as follows:
 - (a) the master of ASSOCIATION fishing vessel engaged in fishing activities under the Agreement shall keep an electronic fishing logbook integrated into an Electronic Reporting system (ERS);
 - (b) ASSOCIATION fishing vessels not equipped with an ERS shall not be authorised to engage in fishing activities.
2. The master of the fishing vessel shall be responsible for the accuracy of the data recorded in the electronic fishing logbook.
3. The master of the fishing vessel shall record daily for each fishing operation, the estimated weight and processing type of species caught and kept on board or thrown back into the sea.
4. When an ASSOCIATION fishing vessel is present in Seychelles waters, but does not engage in any fishing activities, the position of the vessel at noon shall be recorded in the electronic fishing logbook.
5. The master of the fishing vessel shall ensure that the electronic fishing logbook data is transmitted automatically and on a daily basis to the competent Seychelles authorities. The transmissions shall include the following:
 - (a) the vessel identification numbers and the name of the fishing vessel;
 - (b) the FAO 3-alpha code of species;
 - (c) the relevant geographical area (latitude and longitude) in which the catches were taken;
 - (d) the date and time of the catches;
 - (e) the type of gear, and where applicable the technical specifications and dimensions;
 - (f) the estimated quantities of species kept on board, weighed in kilograms, processing type or, where appropriate, the number of individual fish;
 - (g) the estimated quantities of species discarded, weighed in kilograms or, where appropriate, the number of individual fish.
6. ASSOCIATION fishing vessels shall ensure that they have the necessary equipment and software to transmit ERS data to the competent Seychelles authorities. ERS data shall be transmitted using the electronic means of communication at the cost of ASSOCIATION fishing vessels.

7. ASSOCIATION shall ensure that fishing logbooks are automatically made available by ERS to the competent Seychelles authorities on a daily basis even in the event of a zero catch.
8. The arrangements for reporting catches by ERS and the procedures in the event of malfunction are set out in Appendix 3.
9. The competent Seychelles authorities shall handle data on the fishing activities of each Association fishing vessel in a confidential and secure manner.
10. The cost of installation, maintenance and satellite transmission of data reports from the ERS to the competent Seychelles authorities shall be borne by Association fishing vessels.

SECTION 3 TRIP DURATION AND ENTRY INTO OR EXIT OUT OF SEYCHELLES EEZ

1. The duration of a trip by an ASSOCIATION fishing vessel shall be defined by one of the following:
 - the period elapsing between entering and leaving the Seychelles fishing zone, with at least one fishing activity taking place in between; or
 - the period elapsing between entering the Seychelles fishing zone and entering Port Victoria, with at least one fishing activity taking place in between; or
 - the period elapsing between leaving Port Victoria and exiting the Seychelles EEZ, with at least one fishing activity taking place in between.
2. ASSOCIATION fishing vessels shall notify their entry into or exit out of Seychelles EEZ to the competent Seychelles authorities.
3. While notifying entry into or exit out of Seychelles EEZ, ASSOCIATION fishing vessels shall also communicate their position (latitude and longitude) and the tonnage and species on board. The notification shall be made by e-mail or alternatively through ERS, to the contact details provided by the competent Seychelles authorities as per Appendix 2 (a).

SECTION 4 LANDING AND/OR TRANSHIPMENT

1. The designated port for landing and/or transshipment activities in Seychelles by ASSOCIATION fishing vessels under the Agreement is Port Victoria, Mahé.
2. ASSOCIATION fishing vessels landing and/or transshipping catches in Port Victoria shall notify the competent Seychelles authorities at least 24 hours in advance of the start of the operation, or 72 hours prior to the vessels expected time of arrival in Port Victoria. The notification shall be sent electronically, and shall be submitted together with a pre-landing and/or pre-transshipment declaration which shall include the total amount of tuna and bycatch to be landed and/or transhipped as provided in the form prescribed in Appendix

- 4.
3. ASSOCIATION fishing vessels landing and/or transshipping catches in Port Victoria shall allow and facilitate the scientific sampling and/or inspection of such operations by officers of the competent Seychelles authorities. Upon completion of such inspection, an inspection report shall be provided to the master of the vessel, which shall be signed by the head of the inspection team and the master.
4. The competent Seychelles authorities may require that an ASSOCIATION fishing vessel delays the landing and/or transshipment of its catch while in Port Victoria, in the event of a suspected infringement of the Agreement or the laws of Seychelles.
5. No later than 48 hours of completion of landing /and or transshipment, or before leaving port, whichever happens first, the master of ASSOCIATION fishing vessel shall complete and submit a final landing /and or transshipment declaration to the competent Seychelles authorities in accordance with Appendix 5 with a maximum margin of error of +/-10% per species of the pre-declaration submitted in paragraph 2.

SECTION 5 CONTROL AND INSPECTION

Inspection at sea and in port

1. Inspections at sea, in port or off port in the Seychelles waters on ASSOCIATION fishing vessels under the Agreement shall be carried out by authorized fishery officers from competent Seychelles authorities who are clearly identified for the purpose of inspections.
2. Authorised officers from the competent Seychelles authorities may board an ASSOCIATION fishing vessel in Seychelles waters to carry out an inspection at any time. The master of ASSOCIATION fishing vessel shall allow and facilitate the inspectors from the competent Seychelles authorities to come on board and carry out their work.
3. The inspection shall be carried out by a reasonable number of authorised officers, who must provide proof of their identities and official positions as an authorised officer before carrying out the inspection.
4. The authorised officers from the competent Seychelles authorities shall only stay on board ASSOCIATION fishing vessels for the duration necessary to carry out tasks linked to the inspection. They shall carry out the inspection in a way which minimises the impact on the vessel, its fishing activity and cargo.
5. Images (photos or videos) made during inspections shall be intended for the authorities responsible

for fisheries control and surveillance. They shall not be made public unless the national legislation provides otherwise.

6. At the end of each inspection, the authorised officer from the competent Seychelles authorities shall draw up an inspection report. The master of ASSOCIATION fishing vessel shall have the rights to include comments in the inspection report. The inspection report shall be signed by the authorised officer drawing up the report and the master of ASSOCIATION fishing vessel.

7. The signing of the inspection report by the master shall be without prejudice to ASSOCIATION fishing vessel owner's rights of defence during any infringement procedure. If the master of ASSOCIATION fishing vessel refuses to sign the report, he or she shall specify the reasons for doing so in writing, and the inspector shall write "Refused to sign" on it.

8. The authorised officer from the competent Seychelles authorities shall give a copy of the inspection report to the master of ASSOCIATION fishing vessel before leaving the vessel. The competent Seychelles authorities shall inform the agent of ASSOCIATION fishing vessels of inspections carried out within 24 hours of their completion and of any infringements found, and send a copy of the inspection report to the agent of ASSOCIATION fishing vessel and ASSOCIATION as soon as practically possible.

Participatory monitoring in the fight against IUU fishing

9. In order to strengthen the fight against IUU fishing, masters of ASSOCIATION fishing vessels shall report the presence of any vessels in the Seychelles fishing zone engaged in suspected activities which may constitute IUU fishing, providing as much information as possible about what has been sighted. Sighting reports shall be sent without delay to the competent Seychelles authorities.

Power to order an ASSOCIATION fishing vessel to port

10. Based on reasonable ground that an offence has been, is being, or is about to be committed, the competent Seychelles authorities may order an ASSOCIATION fishing vessel in Seychelles EEZ to terminate a fishing trip or fishing activity and proceed expeditiously to port for inspection concerning compliance to this Agreement and any laws of Seychelles.

11. The ASSOCIATION and the agent of the ASSOCIATION fishing vessel shall be informed immediately of the order and reason thereto.

SECTION 6 VESSEL MONITORING SYSTEM (VMS)

1. ASSOCIATION fishing vessels licenced under the Agreement shall be equipped with a satellite based vessel tracking device or vessel monitoring device in accordance with the laws of Seychelles.

2. It shall be prohibited to move, disconnect, destroy, damage, interfere with or render inoperative the continuous tracking device using satellite-based communications or monitoring device placed on board ASSOCIATION fishing vessels for the purposes of data transmission or to intentionally alter, divert or falsify data transmitted or recorded by such a system.
3. ASSOCIATION fishing vessels shall communicate their position automatically and continuously, at least every hour to the competent Seychelles authorities. This frequency may be increased to every 30 minutes by the competent Seychelles authorities, as part of investigative measures into a vessel's activities.
4. The ASSOCIATION shall ensure that VMS positions are automatically made available in near real time for the period during which ASSOCIATION fishing vessels are in Seychelles EEZ to the competent Seychelles authorities. Each position message shall contain:
 - (a) the vessel identification;
 - (b) the most recent geographical position of the vessel (longitude, latitude), with a margin of error of less than 100 metres and with a confidence interval of 99 %;
 - (c) the date and time the position is recorded;
 - (d) the vessel's speed and course.
5. The specifications for notifying ASSOCIATION fishing vessel positions by VMS and the procedures in the event of malfunction are set out in Appendix 6.
6. The cost of installation, maintenance, and satellite transmission of position reports from the VMS to the competent Seychelles authorities shall be borne by ASSOCIATION fishing vessels.

SECTION 7 REPORTING REQUIREMENT

1. Where ASSOCIATION fishing vessels are required to provide any information or make any report pursuant to this Agreement or under any laws of Seychelles, such information or reports shall be:
 - (a) true, correct and complete in every respect;
 - (b) prepared by the ASSOCIATION fishing vessel licenced under the Agreement or the Agent;
 - (c) submitted in the required form and format;
 - (d) submitted at the required time or times;
 - (e) submitted to the designated person or body.

SECTION 8 DUTY OF MASTER OF ASSOCIATION FISHING VESSEL TO ASSIST SAMPLING TECHNICIANS

1. The master of an ASSOCIATION fishing vessel shall, at all times, allow on board and facilitate the activities of the port sampling technicians, in the performance of their duties.

CHAPTER IV SCIENTIFIC OBSERVERS

Scientific Observation of fishing activities

1. The Parties recognise the importance of respecting the obligations of relevant IOTC resolutions with regards to the Scientific Observer Programme and relevant Seychelles' laws and regulations, including electronic observation schemes. However, the modalities for the implementation of electronic observation schemes shall take into account the practical implications for the fleets and the time needed for the transition.

Designated vessels and scientific observers

2. ASSOCIATION fishing vessels licenced to fish in the Seychelles fishing zone under this Agreement shall, at the request of the competent Seychelles authorities, embark one scientific observer, in the context of a national or regional observer programme under the terms set out in this Chapter. The embarkation of additional observer shall also be considered subject to a case by case agreement.

3. The competent Seychelles authorities shall draw up a list of ASSOCIATION fishing vessels designated to embark a scientific observer and a list of appointed scientific observers, while taking into account the characteristics of the vessels and possible space limitations due to security requirements. The list shall be kept up to date and forwarded to the agent of ASSOCIATION fishing vessels as soon as it has been drawn up, and each time it is updated.

4. The competent Seychelles authorities shall communicate the name of the designated scientific observer to the agent of ASSOCIATION fishing vessel concerned no later than fifteen (15) days before the scientific observer's planned embarkation date.

Embarkation conditions

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

6. The conditions for embarkation of scientific observers shall be agreed between the agent of ASSOCIATION fishing vessels and the competent Seychelles authorities, after the notification of the designated scientific observers.

7. Where scientific observers are to be embarked in Port Victoria, the competent Seychelles authorities shall give the agent of ASSOCIATION fishing vessel two weeks' notice of its intention to deploy a scientific observer. The agent of ASSOCIATION fishing vessel shall, within five working days of receipt of the notice, confirm the feasibility, location, and on what date they intend to embark the scientific observer.

8. If a scientific observer is not present at the time and place agreed, the competent Seychelles authorities shall inform the agent of ASSOCIATION fishing vessel and shall propose a new deployment schedule within six hours of the original deployment schedule. The ASSOCIATION fishing vessel shall be

relieved of its obligation to embark a scientific observer, if the competent Seychelles authorities fail to embark a scientific observer within the six hour timeframe.

9. ASSOCIATION fishing vessels shall bear the cost of providing board/food and accommodation for scientific observers in the same conditions as for the officers on board the vessel.

10. Scientific observers shall be treated as officers.

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

Scientific observer's duties

12. Scientific observers shall observe and record the fishing activities of ASSOCIATION fishing vessels for scientific purposes, in particular:

- (a) the species, quantity, size and condition of fish taken,
- (b) the method by which, the areas in which, and the depth at which, fish are taken,
- (c) the position of ASSOCIATION fishing vessels engaged in fishing operations and the fishing gear used,
- (d) the catch data for the Seychelles fishing zone recorded in the logbook, including the percentage of bycatch and an estimation of discards,
- (e) where relevant, processing, transshipment, storage, or disposal of any fish.

13. Scientific observers shall maintain a regular communication channel with the competent Seychelles authorities, making use of the communication means available on board the ASSOCIATION fishing vessel.

14. In addition, scientific observers may carry out other duties such as:

- (a) perform biological sampling in the context of a scientific programme,
- (b) monitor the impact of the fishing activities on the resource and on the environment.

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

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

Scientific observer's obligations

17. While on board, scientific observers shall:

- (a) take all appropriate steps to ensure that the conditions of their boarding and presence on ASSOCIATION fishing vessel neither interrupt nor hamper fishing operations,
- (b) take necessary care with regards to the material and equipment on board,
- (c) ensure the confidentiality of all data and documents regarding ASSOCIATION fishing vessel and its activities and any information collected.

18. At the end of the embarkation and before leaving ASSOCIATION fishing vessel, the scientific observer shall draw up an activity report to be transmitted to the competent Seychelles authorities, with a copy to the agent of ASSOCIATION fishing vessel within fifteen (15) days. The report shall be signed by the scientific observer.

CHAPTER V ENFORCEMENT

Sanctions

1. Failure to observe the provisions of the Agreement and its Annex and Appendices or the applicable laws and regulations of Seychelles related to the conservation and management of marine living resources in Seychelles waters is an offence and shall be liable to a sanction in accordance with the laws of Seychelles.
2. The agent of ASSOCIATION fishing vessels and the ASSOCIATION shall be immediately and fully informed of any sanctions and of all relevant facts related thereto.
3. Where the provisions set out in the Agreement are not complied with, the competent Seychelles authorities reserve the rights to suspend or revoke the fishing licence of the offending ASSOCIATION fishing vessel.
4. At the end of the suspension period, ASSOCIATION fishing vessel may resume fishing activities for the remaining validity period of the licence.

Arrest and detention

5. The competent Seychelles authorities shall immediately inform the agent of ASSOCIATION fishing vessels and the ASSOCIATION of the arrest or detention of any ASSOCIATION fishing vessel operating under the Agreement.

CHAPTER VI JOINT EFFORTS TO PROMOTE PORT AND PORT-RELATED ACTIVITIES

1. In the spirit of increasing port activities by ASSOCIATION fishing vessels in Port Victoria, the Parties shall cooperate in making efforts to facilitate this purpose.
2. As a starting point, the ASSOCIATION will invite fish carriers to support ASSOCIATION fishing vessels' port activities.
3. GOVERNMENT, as the port State, will also cooperate with the flag State of ASSOCIATION fishing vessels to fulfil respective responsibilities in accordance with international laws.
4. The number of port calls by ASSOCIATION fishing vessels to undertake port and port-related activities, shall be at least 50 percent of the number of licenced ASSOCIATION fishing vessels fishing in Seychelles fishing zone during the first year of application of the Agreement. The ASSOCIATION shall gradually increase this level by 10 percent annually within the duration of the Agreement.
5. The Joint Committee will review the level of port activities or impediments and the ways to enhance the Parties' efforts to achieve the goal.

6. For the purpose of this chapter, port activities include but are not limited to landing, transshipping, refueling, resupplying, maintenance, drydocking, pickup or drop of crew and observer, and force majeure-related activities conducted in port Victoria and its anchorage area within the port limits. In addition, refueling with Seychelles authorized bunkers within Seychelles' EEZ shall also be considered as port activity.
7. For the purposes of conducting port activities, Association fishing vessels shall only use its respective local agent.

Appendices

Appendix 1: Seychelles fishing licence application form for ASSOCIATION fishing vessels to fish in Seychelles fishing zone

Appendix 2: Communication format reports

- (a) Entry/Exit report
- (b) PSM port entry notification
- (c) Weekly catch report

Appendix 3: Catch Reporting by ERS and Malfunction Notification

Appendix 4: Application for Authorisation to undertake Landings/Transshipment

Appendix 5: Request for transshipment form

Appendix 6: Vessel Monitoring System (VMS)

APPENDIX 1 Seychelles fishing licence application form for Association fishing vessels to fish in Seychelles fishing zone



SEYCHELLES FISHING AUTHORITY

P.O Box 449,
Fishing Port, Mahé,
Republic of Seychelles
Telephone: 670300 Fax: 224508 E-mail: management@sfa.sc



Please address all Correspondence to the Chief Executive Officer

APPLICATION FOR FOREIGN FISHING LICENCE

Name of Applicant _____

Company registration no. _____

Business / postal address _____

Tel No. _____ Fax No _____ e-mail _____

Name of vessel owner or chartered if different from above _____

VESSEL DETAILS

Name of Skipper _____

Name of Vessel _____ Registration no. _____

Port and Country of registration _____

Type of vessel _____ IMO No. _____

IOTC No. _____ and/or OPRT No _____

Vessel Length (M) _____ Vessel width (M) _____

Gross Registered Tonnage _____ Net registered Tonnage _____

Engine Type and Horsepower _____

Radio Call Sign _____ Frequency _____

Description of fishing operation authorised; _____

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

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

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

Reporting requirement: AS PER FISHERIES ACT AND REGULATION

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

Authorised port of landing: PORT VICTORIA MAHE SEYCHELLES

Licence period requested from _____ to _____

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

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

Licence fee SR... ..

Cash/Cheque No... .. Receipt No

Signature of Cashier:

FOR OFFICIAL USE

APPENDIX 2

Communication format reports

a. Entry / Exit report

i. Entry in Seychelles EEZ

ADDRESSEE:.....
ACTION CODE:.....
VESSEL NAME:.....
INTERNATIONAL RADIO CALL SIGN:.....
POSITION OF ENTRY:.....
DATE AND TIME:.....

QUANTITY OF FISH ON BOARD

YELLOWFIN:.....
BIG EYE TUNA:.....
SKIPJACK:.....
OTHERS:.....

TOTAL:.....

ii. Departure from Seychelles EEZ



ADDRESSEE:.....
ACTION CODE:.....
VESSEL NAME:.....
INTERNATIONAL RADIO CALL SIGN:.....
POSITION OF DEPARTURE:.....
DATE AND TIME:.....

QUANTITY OF FISH ON BOARD

YELLOWFIN:.....
BIG EYE TUNA:.....
SKIPJACK:.....
OTHERS:.....

TOTAL:.....

b. PSM port entry notification

 Republic of Seychelles	<h2 style="margin: 0;">ADVANCE REQUEST FOR ENTRY IN PORT (AREP)</h2>				
1 Intended port of call		PORT VICTORIA			
2 Port State		SEYCHELLES			
3 Estimated date and time of arrival		___/___/___ __H__mn			
4 Purpose(s)		<input type="checkbox"/> Landing <input type="checkbox"/> Transshipping <input type="checkbox"/> Packaging <input type="checkbox"/> Processing of fish <input type="checkbox"/> Refueling <input type="checkbox"/> Resupplying <input type="checkbox"/> Maintenance <input type="checkbox"/> Drydocking <input type="checkbox"/> Force majeure <input type="checkbox"/> Other:			
5 Port and date of last port call		___/___/___			
6 Name of the vessel			7 Flag State		
8 Type of vessel			9 IRCS		
10 Vessel contact information (Tel, Inmarsat, MMSI, email)					
11 Vessel owner(s) (Name, address, Tel, Fax, email)					
12 Certificate of registry ID			13 IMO ID		
14 External ID			15 IOTC ID		
16 VMS		<input type="checkbox"/> No <input type="checkbox"/> Yes: National <input type="checkbox"/> Yes RFMO(s)		Type: <input type="checkbox"/> Argos <input type="checkbox"/> Inmarsat C <input type="checkbox"/> Inmarsat D/D+ <input type="checkbox"/> Iridium <input type="checkbox"/> Orbcomm <input type="checkbox"/> Qualcomm <input type="checkbox"/> Iridium <input type="checkbox"/> Others : Model:	
17 Vessel dimensions		Length	Beam	Draft	
18 Vessel master name and nationality (Including Address, tel, fax, email)					
19 Relevant fishing authorization(s) (Issued by your flag State and/or coastal States)					
Identifier	Issued by	Validity (From/to)	Fishing area(s)	Species	Gear
<i>Insert row</i>					

20 Relevant transshipment authorization(s)									
Identifier		Issued by				Validity (From/to)			
<i>Insert row</i>									
21 Transshipment information (concerning donor vessels)									
Date	Location	Name	Flag State	ID number	Species	Product form	Catch area	Quantity	
<i>Insert row</i>									
22 Total catch onboard						23 Catch to be offloaded			
Species		Product form		Catch area		Quantity (kg)		Quantity to be landed (kg)	Quantity to be transhipped (kg)
<i>Insert row</i>									

I, [X], master of the [X] flagged vessel [X] having declared my intention to enter PORT VICTORIA - SEYCHELLES, hereby declare that:

- The above declaration is true and complete to the best of my knowledge and belief,
- The vessel has NOT engaged in or supported any form of IUU activity within the IOTC area,
- All fishing activities undertaken in the IOTC area were fully Compliant with the relevant IOTC requirements and Resolutions.

Request must be transmitted to (Seychelles Fishing Authority) at: (fmesc@sfa.sc)

APPENDIX 3

Catch Reporting by ERS and Malfunction Notification

General provisions

1. All ASSOCIATION fishing vessels must be equipped with an electronic system ("ERS"), capable of recording and transmitting data related to the fishing activity of the vessel ("ERS data"), whenever the vessel is operating in the Seychelles fishing zone.
2. If an ASSOCIATION fishing vessel is not equipped with an ERS or if the ERS installed on board that vessel is not functional, the vessel shall not be allowed to conduct fishing activities within the Seychelles fishing zone.
3. In the event of breakdown within Seychelles waters, the ERS of ASSOCIATION vessel shall be repaired or replaced within thirty days. If the ERS is not repaired or replaced, Association fishing vessel shall no longer be authorized to fish within the Seychelles fishing zone.
4. The ERS data shall be transmitted in accordance with guidelines to be established by the Parties, which shall ensure the automatic provision to the Seychelles FMC.

ERS communications

5. The Parties shall designate an ERS correspondent to act as the point of contact for matters concerning the implementation of the provisions of this Appendix. The Parties shall notify each other of the contact details of their ERS correspondents and, where appropriate, update that information without delay.
6. ERS data shall be transmitted by the ASSOCIATION fishing vessels or their authorized service provider automatically to competent Seychelles Authority.

Failure of the electronic transmission system on board ASSOCIATION fishing vessel or the communication system

7. The Parties shall inform each other without delay of any event likely to affect the transmission of the ERS data of one or more ASSOCIATION fishing vessels.
8. If Seychelles' FMC does not receive the data to be transmitted by an ASSOCIATION fishing vessel or its service provider, it shall notify this to the vessel's agent without delay. The ASSOCIATION fishing vessel shall promptly investigate the reasons for the non-receipt of ERS data and shall inform Seychelles' FMC of the outcome of those investigations.
9. Where a failure occurs in the transmission between the ASSOCIATION fishing vessel and the FMC, the FMC shall notify this without delay to the agent of the ASSOCIATION fishing vessel. On receipt of that notification, the master of the ASSOCIATION fishing vessel shall transmit the missing data to the competent Seychelles authority by any appropriate means of telecommunication every day, no later than 23.59 hours Seychelles time.
10. If the non-receipt of ERS data by Seychelles authorities is caused by the failure of the electronic systems under the supervision of either the ASSOCIATION or Seychelles, the Party concerned shall take prompt action to resolve the problem rapidly. The other Party shall be notified once the problem has been resolved.

Alternative means of communication

11. The email addresses of Seychelles' FMC to be used in the event of a failure in the ERS shall be as follows;
 - fmcs@sfasc.sc
 - monitoring@sfasc.sc.

APPENDIX 4

Application for Authorisation to undertake Landings/Transshipment

IOTC TRANSHIPMENT DECLARATION (IOTC 轉載申請書，請詳細填寫並回傳)

轉載前	(1) Location of transshipment: 轉載地	At sea <input type="checkbox"/>	In Port <input type="checkbox"/>
		海上轉載	港內轉載

Part 1 轉載前填寫並回傳

(2) Fishing Vessel 漁船資料			
Name 船名: _____	Vessel type: Longliner <input type="checkbox"/>	Purse seiner <input type="checkbox"/>	Other <input type="checkbox"/>
Radio Call Sign 國際呼號: _____	船隻種類 延繩釣 <input type="checkbox"/>	圍網漁船 <input type="checkbox"/>	其他 <input type="checkbox"/>
IOTC Number, if available: _____	National Register Number 國籍登記號碼: _____		
IOTC 號碼(若有請提供)	Lloyds/IMO Number, if available _____		
Flag 國籍: SEYCHELLES	Lloyds 或 IMO 號碼 (若有請提供)		

	DD日	MM月	YY年	COUNTRY & PORT 國家和港口
(3) Departure Date 出港日:	<input type="text"/>	<input type="text"/>	<input type="text"/>	(4) From 從: <input type="text"/>
(5) Return Date 進港日:	<input type="text"/>	<input type="text"/>	<input type="text"/>	(6) To 至: <input type="text"/>
(7) Transshipment To Begin: 轉載日	<input type="text"/>	<input type="text"/>	<input type="text"/>	(8) Location: 地點 <input type="text"/>

(9) Location of catches 捕漁的海域:
 Indian Ocean 印度洋 V Atlantic Ocean 大西洋 Pacific Ocean 太平洋

(10) Indicated the weight, in kilograms, by product(s) of species to be transhipped.

請詳細填寫魚的種類, 公斤數, 魚的處理方式於以下的欄位

Species 漁種 (請填寫英文)	Whole 全尾 (KG)	Gutted 去內臟 (KG)	Headed 去頭 (KG)	Filleted 切片 (KG)	GG 去鰓去肚 (KG)	DR (KG)	F 生鮮	Fr 冷凍
BIGEYE TUNA (BET)								
YELLOWFIN TUNA (YFT)								

(11) GU, HONG GUO _____ Signature 船長簽名: _____
 Master's name of Fishing Vessel 船長姓名 Date 日期: _____
 DD日 MM月 YY年

(12) Carrier Vessel 運載船資料	
Name 船名: _____	Radio Call Sign 國際呼號: _____
Flag 國籍: _____	National Register Number: _____
IOTC Number, if available: _____	國籍登記號碼 (若有請提供)
IOTC 號碼(若有請提供)	Lloyds/IMO Number: _____
	Lloyds 或 IMO 號碼 (若有請提供)

APPENDIX 5

Request for transhipment form

IOTC TRANSHIPMENT DECLARATION (IOTC 轉載申請書，請詳細填寫並回傳)

轉載後	(1) Location of transhipment:	At sea <input type="checkbox"/>	In Port <input type="checkbox"/>
	轉載地	海上轉載	港內轉載

(2) Fishing Vessel 漁船資料			
Name 船名: _____	Vessel type: Longliner <input type="checkbox"/>	Purse seiner <input type="checkbox"/>	Other <input type="checkbox"/>
Radio Call Sign 國際呼號: _____	船隻種類 延繩釣 <input type="checkbox"/>	圍網漁船 <input type="checkbox"/>	其他 <input type="checkbox"/>
IOTC Number, if available: _____	National Register Number 國籍登記號碼: _____		
IOTC 號碼(若有請提供)	Lloyds/IMO Number, if available: _____		
Flag 國籍: _____	Lloyds 或 IMO 號碼 (若有請提供)		

Part 2 轉載後填寫並回傳

(12) Carrier Vessel 運搬船資料	
Name 船名: _____	Radio Call Sign 國際呼號: _____
Flag 國籍: _____	National Register Number: _____
IOTC Number, if available: _____	國籍登記號碼 (若有請提供)
IOTC 號碼(若有請提供)	Lloyds/IMO Number: _____
	Lloyds 或 IMO 號碼 (若有請提供)

(13) Indicated the weight, in kilograms, by product(s) of species to be transhipped.
請詳細填寫魚的種類, 公斤數, 魚的處理方式於以下的欄位

Species 漁種 (請填寫英文)	Whole 全尾 (KG)	Gutted 去內臟 (KG)	Headed 去頭 (KG)	Filleted 切片 (KG)	GG 去鯿去肚 (KG)	DR (KG)	F 生鮮	Fr 冷凍
BIGEYE TUNA (BET)								
SWORDFISH (SWO)								
Stripped Marlin (MLS)								
Blue Marlin (BLZ)								
Sailfish (SFA)								
Shortbill Spearfish (SSP)								
Oil Fish								
Blue Sharks (BSH)								
Mako Shark (MAK)								
Other Species								

(14) Date & time transhipment ends: 轉載結束的日期和時間

DD日	MM月	YY年	HR時	MIN分
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

(15) Master's name of Fishing Vessel 漁船船長姓名	(16) Master's name of Carrier Vessel 運搬船船長姓名	(17) Agent's / Observer's name 當地代理行/貨場公司或觀察員姓名
--	---	--

Signature & Date 簽名和日期	Signature & Date 簽名和日期	Signature & Date 簽名和日期
------------------------	------------------------	------------------------

APPENDIX 6

Vessel Monitoring System (VMS)

Transmission by the Association vessel in the event of breakdown of the Vessel Monitoring System (VMS)

1. The master of an ASSOCIATION fishing vessel shall ensure at all times that the VMS of that vessel is fully operational and that the position messages are correctly transmitted to the FMC of the flag State of the ASSOCIATION.
2. In the event of breakdown, the VMS of the ASSOCIATION fishing vessel shall be repaired or replaced within 30 days. If the VMS has not been repaired or replaced within 30 days, the ASSOCIATION fishing vessel shall no longer be authorised to fish.
3. ASSOCIATION fishing vessels with a defective VMS shall communicate their position messages by email to the FMC at least every four hours, providing all the mandatory information.
4. Where an ASSOCIATION fishing vessel's VMS is found to have been tampered with in order to disrupt its operation or falsify its position messages, the master of that ASSOCIATION fishing vessel shall be liable. Any infringement shall be subject to the penalties under the laws of Seychelles.

Revision of the frequency of position messages

5. On the basis of documentary evidence pointing to an infringement, Seychelles FMC may request the ASSOCIATION and Agent to reduce the interval for sending position messages from an ASSOCIATION fishing vessel to every 30 minutes for a set period of investigation. Seychelles FMC shall send this documentary evidence to the ASSOCIATION. The ASSOCIATION fishing vessel shall immediately send position messages to Seychelles FMC at the new frequency.
6. At the end of the investigation period, Seychelles FMC shall inform the ASSOCIATION and Agent of any follow-up action that is required.