

SUSTAINABLE FISHERIES AGREEMENT

Between

Government of the Republic of Seychelles and Top Fortune Marine International Ltd

Government of the Republic of Seychelles (hereinafter called **GOVERNMENT**),

and

Top Fortune Marine International Ltd, a registered company with business address of Room 12-B, No. 7, Tze Wei 4th Road, Lin-ya District, Kaohsiung, Taiwan (hereinafter called **COMPANY**).

have agreed to enter into a Sustainable Fisheries Agreement.

Both parties shall be hereinafter referred to as the '**Parties**' collectively.

RECALLING that Seychelles exercises sovereign rights over the resources within its Exclusive Economic Zone (EEZ) which extends up to 200 nautical miles from its baseline,

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

AWARE of the importance of the principles established by the Code of Conduct for Responsible Fisheries adopted at the Food and Agriculture Organisation (FAO) Conference in 1995 and of the FAO Port State Measures Agreement to Prevent, Deter and Eliminate Illegal, Unreported and Unregulated (IUU) Fishing, and DETERMINED to take the necessary measures to implement them,

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

DETERMINED to cooperate, in their mutual interest, in promoting the introduction of responsible fisheries to ensure the long-term conservation and sustainable exploitation of marine living resources,

CONVINCED that such cooperation must take the form of initiatives and measures which, whether taken jointly or separately, are complementary, and ensure consistent policies and synergy of efforts,

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

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

HEREBY AGREE AS FOLLOWS:

Article 1

Purpose

1. The purpose of this Agreement is to establish the terms and conditions under which the COMPANY fishing vessels may carry out longline fishing and related activities in the Seychelles fishing zone.

Article 2

Scope

1. This Agreement establishes the principles, rules and procedures governing inter alia:
- (a) economic, technical and scientific cooperation in the fisheries sector with a view to promoting sustainable fishing in the Seychelles fishing zone to guarantee the conservation and sustainable exploitation of fisheries resources, and developing the Seychelles fisheries sectors;
 - (b) the conditions governing access by the COMPANY fishing vessels to fish in the Seychelles fishing zone;
 - (c) cooperation on the management, control and surveillance measures in Seychelles fishing zone with a view to ensuring that the conditions set out in this Agreement are complied with, that the measures for the sustainable exploitation of fish stocks and management of fishing activities are effective, and that illegal, unreported and unregulated fishing is prevented;
 - (d) partnerships between operators aimed at further developing economic activities in the Seychelles fisheries sector and related activities, in the common interest of both.

Article 3

Definitions

1. For the purposes of this Agreement:
- (a) "Competent Seychelles authorities", means the Ministry responsible for Fisheries or authorities or agencies designated by the Ministry;
 - (b) "COMPANY fishing vessel" means an industrial longline fishing vessel managed by Top Fortune Marine International Ltd. and authorised to operate in Seychelles waters;
 - (c) "fishing" and "fishing related activities" have the same meaning as defined in the Fisheries Act, 2014;
 - (d) "The Seychelles fishing zone" means the part of the waters under the sovereignty or jurisdiction of Seychelles, in accordance with the Seychelles Maritime Zones Act and other applicable laws of Seychelles, where Seychelles licenced the COMPANY fishing vessels to engage in fishing activities;

- (e) "Joint-enterprise" means a commercial company set up in Seychelles by the COMPANY or its registered member in order to engage in fishing or related activities where actual effective shares are beneficially owned by a citizen of Seychelles having a place of business in Seychelles;
- (f) "Agreement" means this Agreement, the Annex and Appendices thereto;
- (g) "Sustainable fisheries" means fishing in accordance with the objectives and principles enshrined in the Code of Conduct for Responsible Fisheries adopted at the 1995 Conference of the Food and Agriculture Organization of the United Nations (FAO);
- (h) "Landings" has the same meaning as in the relevant IOTC and SIOFA resolutions applicable to the nature of the licence under this Agreement;
- (i) "Transshipment" has the same meaning as in the relevant IOTC and SIOFA resolutions applicable to the nature of the licence under this Agreement. Transshipment also includes the transfer of fish into containers;
- (j) "IUU fishing" has the same meaning as defined in the relevant IOTC and SIOFA resolutions applicable to the nature of the licence under this Agreement;
- (k) "Seychelles waters" has the same meaning as defined in the Seychelles Fisheries Act, 2014.

Article 4

Principles and objectives underlying the implementation of this Agreement

1. The Parties hereby undertake to promote and implement sustainable fishing in the Seychelles fishing zone and in areas under the management of IOTC and SIOFA.
2. The principle of non-discrimination shall govern this Agreement.
3. In the interest of transparency, Government undertakes to make public information relating to this Agreement licencing the COMPANY fishing vessels to fish in Seychelles fishing zone, and the resulting fishing effort, in particular the number of fishing licences issued and the catches reported.
4. The Parties agree that the COMPANY fishing vessels shall fish only the surplus of the allowable catch referred to in Article 62(2) and (3) of UNCLOS.
5. The Parties shall comply with conservation and management measures adopted by relevant regional fisheries management organisations and in particular the Indian Ocean Tuna Commission (IOTC), duly taking into account regional scientific assessments.
6. COMPANY fishing vessels under this Agreement shall engage in fishing activities in the Seychelles fishing zone as follows:
 - i. target yellowfin tuna, bigeye tuna, albacore, skipjack tuna, swordfish, billfish and any other species under IOTC management and/or as approved by the license.
 - ii. any other species listed in Annex 1 of the United Nations Convention on the Law of the Sea (UNCLOS) other than the target species mentioned in paragraph

(i) shall be considered as bycatch. In addition, oilfish, escolar and any other species that are not prohibited but might be incidentally caught in the normal surface longline operation shall be considered as bycatch.

iii. sharks belonging to the families Alopiidae and Sphyrnidae; shark species *Cetorhinus maximus*, *Rhincodon typus*, *Carcharodon carcharias* and *Carcharhinus longimarus*; and any other species protected or prohibited under the laws of Seychelles, the framework of the IOTC or other relevant international agreements shall be prohibited from catching and retaining on board.

7. The COMPANY shall comply with the national and regional scientific assessments and conservation and management measures adopted by the competent Seychelles authorities and regional fisheries management organisations.

8. The Parties undertake to implement this Agreement in accordance with due consideration to human rights, democratic principles and the rule of law, and fundamental elements regarding good governance.

9. The Parties shall endeavour to encourage economic cooperation in the fishing and processing industry in Seychelles, in order to enhance investments, resource valorisation, job creation.

10. COMPANY fishing vessels shall endeavour to use Port Victoria as their operational base and also endeavour to procure fuel and other goods and services for their fishing activities in Seychelles.

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

12. COMPANY fishing vessel shall be represented by an Agent. For the purposes of this Agreement an Agent is a Company duly incorporated under the Companies Act of Seychelles and holds a valid license under the Licenses Act of Seychelles.

Furthermore, an Agent can be designated as such only where:

- (a) it has no record of association with illegal, unreported or unregulated fishing activities that take place within or beyond areas under the national jurisdiction of Seychelles;
- (b) it carries out duties as required pursuant to the laws pertaining to relevant and applicable legislation in Seychelles relating to agents and, as appropriate, companies;
- (c) it provides such information that may be required pursuant to this Agreement, Fisheries Act, Regulations and under any laws of Seychelles in relation to the COMPANY fishing vessel;

- (d) it receives and responds to legal process with respect to the COMPANY fishing vessel and its activities, operator, master and crew members;
 - (e) it complies with all laws of Seychelles;
 - (f) not exceed his/her authority as an agent, including dealing on his/her own account.
13. A change of agent shall be notified to the competent Seychelles authorities immediately by both the COMPANY and the new agent with the proper documentation to that effect.
14. COMPANY fishing vessels shall take onboard appropriate scientific or compliance observers as required by the competent Seychelles authorities whenever necessary.
15. GOVERNMENT shall notify the COMPANY prior to the implementation of any decision adopted by GOVERNMENT that may affect the activities of the COMPANY fishing vessels under this Agreement. Such notification shall be communicated by the competent Seychelles authorities to the COMPANY in a reasonable time.

Article 5

Data and scientific cooperation

1. The Parties shall encourage scientific cooperation to regularly assess the status of fish stocks in Seychelles fishing zone in collaboration with national, regional and sub-regional scientific bodies.
2. During the period of application of this Agreement, the Parties shall cooperate to monitor the evolution of resources in the Seychelles fishing zone and support the scientific and assessment work carried out by the competent Seychelles authorities and IOTC.
3. Based on the best available scientific advice, the Parties shall consult each other within the Joint Committee and, where necessary and by mutual agreement, take measures to ensure the sustainable management of fisheries resources.
4. The Parties hereby undertake to cooperate on the acquisition, validation, analysis and transmission of scientific data in line with the IOTC requirements.
5. The Parties hereby undertake to consult each other, either directly or within the framework of the IOTC, to reinforce the management and conservation of marine living resources in the Indian Ocean, and to cooperate in the relevant scientific research.

Article 6

Exclusivity clause

1. GOVERNMENT shall grant fishing opportunities to COMPANY fishing vessels to engage in fishing activities in Seychelles fishing zone in accordance with this Agreement.
2. The fishing opportunities shall apply solely to species referred to in Article 4. All fishing activities not covered by this Agreement are prohibited.

3. COMPANY fishing vessels may engage in fishing activities in the Seychelles fishing zone covered by this Agreement only if they hold a fishing licence issued under this Agreement as per the Seychelles Fisheries Act 2014.

4. The competent Seychelles authorities shall issue fishing licences to COMPANY fishing vessels exclusively under this Agreement.

5. The procedure for the pursuit of fishing activities by the COMPANY fishing vessels in Seychelles fishing zone shall be as set out in the Annex to this Agreement, including license fees, and method of payment to be used by the COMPANY.

6. The COMPANY shall ensure proper implementation of its obligations under this Agreement, Annex and Appendices.

Article 7

Management measures

1. The Parties undertake to coordinate action to ensure the proper management and conservation of marine living resources, particularly the highly migratory species, in the Indian Ocean.

2. Government may at any time take such measures as it deems necessary in the circumstances in order to conserve and protect fish stocks within its EEZ, and shall communicate such measures to the COMPANY within a reasonable time.

Article 8

Applicable law

1. The fishing activities governed by this Agreement shall be subject to the laws of Seychelles.

2. The COMPANY hereby undertakes all appropriate steps required to ensure that its fishing vessels comply with this Agreement and the laws of Seychelles governing the fishing activities in the Seychelles fishing zone.

3. The competent Seychelles authorities shall notify the COMPANY of any relevant amendments to those laws and regulations.

4. The fishing activities under this Agreement shall be subject to the terms and conditions set out in this Agreement.

Article 9

Promoting cooperation among Parties

1. The Parties shall encourage economic, commercial, scientific and technical cooperation in the fisheries and related sectors. They shall consult one another with a view to coordinating the different measures that might be taken to this end.
2. The Parties shall encourage exchanges of information on fishing techniques and gear, preservation methods and the industrial processing of fisheries products and marketing.
3. The Parties shall endeavour to create conditions favourable to the promotion of relations between enterprises from the Parties in the technical, economic and commercial spheres, by encouraging the establishment of an environment favourable to the development of business and investment in the fisheries sector.
4. The Parties shall cooperate with a view to promoting the landing and transhipment of catches from the COMPANY fishing vessels operating in the Seychelles fishing zone.
5. The Parties shall encourage, in particular, the setting-up of joint enterprises in their mutual interest.
6. The Parties shall encourage both human and institutional capacity building in the fisheries sector, in order to improve skills development and enhance training capacities so as to contribute to sustainable fishing activities in Seychelles and the development of the blue economy.

Article 10

Monitoring, control and surveillance and the fight against IUU fishing

1. The Parties shall cooperate in the fight against IUU fishing activities with a view to the implementation of responsible and sustainable fishing.
2. Without prejudice to the responsibilities of the COMPANY, Government shall assume responsibility for the effective application of the fisheries monitoring, control and surveillance provisions in the Annex to this Agreement. COMPANY fishing vessels shall cooperate with the competent Seychelles authorities responsible for carrying out such monitoring, control and surveillance.

Article 11

Joint Committee

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

2. The Joint Committee shall perform the following functions and, where appropriate, take decisions with a view to:
 - (a) monitor the performance, interpretation and assess the functioning and effectiveness of this Agreement;
 - (b) provide the necessary liaison for matters of mutual interest relating to fisheries, including statistical analysis of data on catches;
 - (c) act as a forum for the amicable settlement of disputes regarding the interpretation or application of this Agreement;
 - (d) perform any other function which the Parties may decide by mutual consent.
3. In addition, the Joint Committee may adopt modifications to the Annex to this Agreement in particular regarding the conditions and modalities under which the COMPANY fishing vessels carry out their fishing activities.
4. The Joint Committee shall exercise its functions in accordance with the objectives of this Agreement.
5. The Joint Committee may meet at least once a year, alternately in the Seychelles and in Taiwan, and shall be chaired by the Party hosting the meeting. It shall hold an extraordinary meeting at the request of either of the Parties.
6. The Joint Committee may take decisions based on exchange of letters, in case of urgency.

Article 12

Electronic exchanges of data

1. The COMPANY shall undertake to implement the necessary systems for the electronic exchange of all information and documents related to the implementation of this Agreement. The electronic form of a document at any point shall be considered equivalent to the original paper version in the manner defined in the Annex to this Agreement.
2. Both Parties shall immediately notify the other Party of any disruption of a computer system impeding such exchanges. In these circumstances, the information and documents related to the implementation of this article shall be automatically replaced by their original paper version in the manner defined in the Annex to this Agreement.

Article 13

Amendment

1. Either of the Parties may propose amendments to this Agreement. The amendments shall be binding upon the agreement of both Parties, and the amendments are incorporated in the Agreement.
2. Policies of the GOVERNMENT which may have direct bearing on this Agreement shall be enforced without any formal amendment.

Article 14

Duration

1. This Agreement shall be in force for three years from 1 January 2023. It shall be renewable for additional duration of three years, unless notice of termination is given in accordance with Article 17.
2. Upon entering into force of this Agreement, all existing licences previously issued shall continue but under the terms and conditions stated in the Annex.

Article 15

Mid-term Review

The Parties shall conduct a mid-term review to assess the functioning and effectiveness of this Agreement.

Article 16

Suspension

1. Application of this Agreement may be suspended at the initiative of either of the Parties under one or more of the following circumstances:
 - (a) other than natural phenomena, any situations beyond the reasonable control of either of the Parties, leading to prevention of fishing activities in the Seychelles fishing zone;
 - (b) where a serious and unresolved dispute occurs between the Parties over the interpretation or implementation of this Agreement;
 - (c) where GOVERNMENT ascertains a breach of essential and fundamental aspects of human rights by the COMPANY fishing vessels under this Agreement.
2. Suspension of the Agreement shall be notified in writing by the suspending Party to the other Party and shall take effect one month after receipt of such notification, unless the Parties decide by mutual consent to extend this period. The Parties shall enter into consultations after such notification of suspension with a view to finding an amicable settlement to their dispute.

Article 17

Termination

1. This Agreement may be terminated by either of the Parties in the event of:
 - (a) situations, other than natural phenomena, which are beyond the reasonable control of the Parties, and are such as to prevent fishing in the Seychelles fishing zone;
 - (b) a depletion or degradation of the stocks concerned on the basis of best available independent and reliable scientific advice endorsed by Government;

- (c) serious and persistent violation of the obligations of the COMPANY with regard to IUU fishing;
- (d) any other circumstances which amounts to serious violation of this Agreement by the COMPANY.

2. Termination of this Agreement shall be notified in writing by the terminating Party to the other Party and shall take effect one month after receipt of such notification unless the Parties decide by mutual consent to extend this period. The Parties shall enter into consultations after such notification of termination with a view to finding an amicable settlement to their dispute within a three-month period.

Article 18

Dispute Settlement

1. Any dispute with regards to the implementation/enforcement or the interpretation of this Agreement shall be settled by negotiation by the Parties within 30 days of such dispute arising and the same being brought forward by either of the Parties;

Article 19

Liability after expiration of this Agreement

1. Notwithstanding the expiration of this Agreement at the end of the term of the Agreement referred to in Article 14 or its suspension under Article 16 or termination under Article 17, the COMPANY shall continue to be liable for any unpaid dues or any breach of any provision of this Agreement or any laws of Seychelles which occurred before such expiration, suspension or termination of this Agreement or otherwise for any accrued liability.

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

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Director: Tan Howard
For and on behalf of the
COMPANY