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**PROPOSAL**

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From:	Secretary-General of the European Commission, signed by Mr Jordi AYET PUIGARNAU, Director
date of receipt:	10 March 2014
To:	Mr Uwe CORSEPIUS, Secretary-General of the Council of the European Union

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Subject:	ANNEX Agreement between the European Union and the Republic of the Seychelles on access for fishing vessels flying the flag of the Seychelles to waters and marine biological resources of Mayotte, under the jurisdiction of the European Union.

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Delegations will find attached the annex to document COM(2014) 138 final.

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EUROPEAN  
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ANNEX 1

## ANNEX

**Agreement between the European Union and the Republic of the Seychelles on access for fishing vessels flying the flag of the Seychelles to waters and marine biological resources of Mayotte, under the jurisdiction of the European Union.**

## ANNEX

### **Agreement between the European Union and the Republic of the Seychelles on access for fishing vessels flying the flag of the Seychelles to waters and marine biological resources of Mayotte, under the jurisdiction of the European Union.**

THE EUROPEAN UNION, hereinafter referred to as the 'EU',

and

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

Hereinafter referred to as 'the Parties',

CONSIDERING the close working relationship that has developed between the EU and the Seychelles, particularly in the context of the Partnership Agreement between the Members of the African, Caribbean and Pacific Group of States of the one part, and the European Community and its Member States of the other part (Cotonou Agreement), and their mutual desire to intensify that relationship,

NOTING that the EU and the Seychelles have enjoyed a strong relationship in fisheries following the Agreement between the European Economic Community and the Republic of Seychelles on fishing off Seychelles adopted in 1987. This Agreement was reinforced through the adoption of a Fisheries Partnership Agreement between the Parties in 2006 which is still in force and implemented through the appropriate Protocol to the Agreement,

HAVING REGARD to 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 FAO Conference of 1995,

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

DETERMINED to co-operate, 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 co-operation must take the form of initiatives and measures which, whether taken jointly or individually, are complementary, consistent with policy and ensure synergy of effort,

DESIROUS of establishing terms and conditions governing the fishing activities of Seychelles vessels in the waters of the EU and the Seychelles support for the introduction of responsible fishing in those waters,

HEREBY AGREE AS FOLLOWS:

### *Article 1*

#### *Scope*

This Agreement establishes the principles, rules and procedures governing:

- economic, financial, technical and scientific co-operation in the fisheries sector with a view to ensuring responsible fishing in EU waters to guarantee the conservation and sustainable exploitation of fisheries resources,
- the conditions governing access by Seychelles' fishing vessels to EU waters, as defined in attached Annex ;
- the arrangements for policing fisheries in EU waters with a view to ensuring that the above rules and conditions are complied with; the measures for the conservation and management of fish stocks are effective; and that illegal, unreported and unregulated fishing is prevented.

### *Article 2*

#### *Definitions*

For the purposes of this Agreement:

- (a) 'Seychelles authorities', means the Seychelles Fishing Authority;
- (b) Seychelles vessels' means vessels flying the flag and registered in Seychelles;

- (c) 'EU authorities' means the European Commission;
  - (d) 'EU waters' are defined as the waters of Mayotte under the jurisdiction of the EU;
  - (e) 'Joint Committee' means a committee made up of representatives of the European Union and the Seychelles, whose functions are described in Article 8 of this Agreement
- .

### *Article 3*

#### *Principles and objectives underlying the implementation of this Agreement*

1. The Parties hereby undertake to promote responsible fishing in the EU waters based on the principle of non-discrimination between the different fleets fishing in those waters, without prejudice to the agreements concluded between developing countries within a geographical region, including reciprocal fisheries agreements.
2. Rules for the exercise for fishing under this Agreement shall comply with the resolutions of the Indian Ocean Tuna Commission (IOTC).
3. The Parties hereby undertake to ensure that this Agreement is implemented in accordance with the principles of the Common Fisheries Policy of the EU, and good economic and social governance.

### *Article 4*

#### *Statistical and Scientific cooperation on responsible fishing*

1. During the period covered by this Agreement, the EU and Seychelles shall monitor the evolution of resources in EU waters; a joint scientific meeting shall be held where necessary, on the request of one of the Parties.

2. The Parties shall also exchange relevant statistical, biological, conservation and environmental information and co-operate in the relevant scientific meetings, as may be required for the purpose of managing and conserving the living resources.
3. On the basis of the best available scientific advice provided by the IOTC, the two Parties may consult with each other within the Joint Committee provided for in Article 8 of this Agreement and, where necessary, agree to take measures to ensure sustainable management of EU marine biological resources.

#### *Article 5*

##### *Access by Seychelles' vessels to the fisheries in EU waters*

1. The EU hereby undertakes to authorise Seychelles vessels to engage in fishing activities in EU waters in accordance with this Agreement and Annex thereto.
2. The Seychelles shall ensure that its vessels comply with this Agreement and the legislation governing fisheries in the EU.

#### *Article 6*

##### *Fishing authorisations*

1. Seychelles fishing vessels may fish in EU waters only if they are in possession of a fishing authorisation on board, or a copy thereof, issued under this Agreement.
2. The procedure for obtaining a fishing authorisation for a vessel, the fees applicable and the method of payment to be used by shipowners shall be as set out in the Annex.

## *Article 7*

### *Species Coverage*

Fishing authorisations will be provided solely for the exploitation of highly migratory species (species listed in Annex 1 of the UN Convention on the Law of the Sea, 1982), with the exclusion of the family Alopiidae, the family Sphyrnidae and the following species: *Cetorhinus maximus*, *Rhincodon typus*, *Carcharodon carcharias*, *Carcharhinus falciformis*, *Carcharhinus longimanus*

## *Article 8*

### *Joint Committee*

1. A Joint Committee shall be set up to monitor the application of this Agreement. The Joint Committee shall perform the following functions:
  - (a) monitoring the performance, interpretation and application of the Agreement;
  - (b) providing the necessary liaison for matters of mutual interest relating to fisheries;
  - (c) acting as a forum for the amicable settlement of any disputes regarding the interpretation or application of the Agreement;
  - (d) reassessing, where necessary, the level of fishing opportunities, based on scientific advice, and, consequently, of the financial contribution;
  - (e) decide, as necessary, to revise the technical provisions of this Agreement and Annex
  - (f) any other function which the Parties may decide.
2. The Joint Committee shall meet at least once a year, alternately in the EU and in Seychelles, and shall be chaired by the Party hosting the meeting. It shall hold a special meeting at the request of either of the Parties.

## *Article 9*

### *Adjustment of fishing opportunities by decision of the Joint Committee*

As provided for in Article 8 of this Agreement, the Joint Committee may reassess the fishing opportunities referred to in Chapter II of the attached Annex and these may be adjusted by the decision of the Joint Committee insofar as the recommendations and resolutions of IOTC support that such an adjustment will secure the sustainable management of tuna and tuna-like species in the Indian Ocean.

## *Article 10*

### *Suspension of the implementation of the Agreement*

1. Implementation of this Agreement shall be suspended at the initiative of either one of the Parties subject to consultations between and agreement of the Parties within the Joint Committee provided for in Article 8 of the Agreement:
  - (a) if exceptional circumstances, other than natural phenomena, prevent fishing activities in fishing areas within the EU waters;
  - (b) where a dispute arises between the Parties over the interpretation and implementation of this Agreement and its Annex which cannot be settled;
  - (c) if either one of the Parties does not respect the provisions laid out by this Agreement and its Annex;
  - (d) following significant changes in the policy guidelines of either one of the Parties affecting the relevant provisions of this Agreement;
  - (e) in case of non-compliance with the general obligations as provided for in the Annex;
  - (f) if either one of the Parties ascertains a breach of essential and fundamental elements on human rights as laid out by Article 9 of the Cotonou Agreement, and following the procedure set out in Articles 8 and 96 thereof;
  - (g) in case of non-compliance with the International Labour Organisation Declaration on Fundamental Principles and Rights at Work as provided in Article 3 of this Agreement and paragraph 3 of Chapter I of the attached Annex.



2. Suspension of implementation of this Agreement shall require the Party concerned to notify its intention in writing at least three months before the date on which the suspension is due to take effect
3. In the event of suspension of implementation, the Parties shall continue to consult with a view to finding an amicable settlement to their dispute. Where such settlement is reached, implementation of this Agreement shall resume and the amount of the financial contribution shall be reduced proportionately and *pro rata temporis* according to the period during which implementation of this Agreement was suspended.

### *Article 11*

#### *Termination*

1. This Agreement may be terminated by either Party in the event of serious circumstances such as the degradation of the stocks concerned, or failure to comply with undertakings made by the Parties with regard to combating illegal, unreported and unregulated fishing.
2. For termination of this Agreement, the Party concerned shall notify the other Party in writing of its intention to terminate it at least six months before the date on which such termination should take effect.
3. Dispatch of the notification referred to in the previous paragraph shall open consultations by the Parties. In the case, when following these consultations, a decision is taken to withdraw the termination request, the Agreement shall continue to be implemented in its entirety.

### *Article 12*

#### *Applicable law*

1. The activities of Seychelles' fishing vessels in EU waters are subject to the laws and regulations of the EU unless otherwise provided under this Agreement and the Annex thereof.
2. The EU shall notify forthwith the Seychelles of any changes in its Common Fisheries Policy or legislation.

### *Article 13*

#### *Confidentiality*

Both Parties shall ensure that only aggregated data related to fishing activities in the EU waters shall be made available to the public domain, in conformity with the provision of the appropriate IOTC resolution. Data which may be considered as otherwise confidential shall only be used exclusively for the implementation of the Agreement and for the purposes of fisheries management, monitoring, control and surveillance with the relevant competent authorities.

### *Article 14*

#### *Electronic exchanges of data*

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

### *Article 15*

#### *Mid-term Review*

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

## *Article 16*

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

In the case of the expiry of the Agreement or its termination as provided by Article 11, Seychelles vessel owners shall continue to be liable for any breach of the provisions of the Agreement or any laws of the EU which occurred before the expiry or termination of the Agreement, or for any authorisation fee or any outstanding dues not paid at the time of expiry or termination.

## *Article 17*

### *Duration*

This Agreement shall apply for six years from the date of its entry into force; it shall be renewable for additional periods of six years, unless notice of termination is given in accordance with Article 11.

## *Article 18*

### *Provisional Application*

This Agreement shall be applied provisionally on the date on which the Parties notify each other of the completion of the procedures necessary for that purpose.

## *Article 19*

### *Entry into force*

This Agreement shall enter into force on the date on which the Parties notify each other of the completion of the procedures necessary for that purpose.

## **Annex**

### **CONDITIONS FOR THE EXERCISE OF FISHING ACTIVITIES BY SEYCHELLES' VESSELS**

## **Chapter I — General provisions**

### **1. GENERAL OBLIGATIONS**

Seychelles vessels for which a fishing authorisation has been issued in accordance with this Agreement shall comply with the provisions of the EU Common Fisheries Policy (CFP) concerning the conservation and control measures and other provisions governing fishing by EU fishing vessels in the fishing area in which they operate, and the provisions laid down in this Agreement.

### **2. FISHING AREAS**

- (a) The EU shall provide the Seychelles with the geographic coordinates of the area in which Seychelles vessels may operate before the provisional application of the Agreement
- (b) Seychelles Vessels shall be prohibited from using any purse-seine on tuna and tuna-like schools of fish inside the areas within 24 miles of the coasts of the island of Mayotte, measured from the baselines from which territorial waters are measured.
- (c) Any modification to the fishing areas will be communicated, to the Seychelles' authorities, 4 weeks in advance of the modification before entry into force.

### **3. LABOUR CONDITIONS**

The employment of fishermen on board vessels authorised under this Agreement shall be governed by the International Labour Organisation (ILO) Declaration on Fundamental Principles and Rights at Work.

## **Chapter II**

### **Period of Application and fishing Opportunities**

1. For a period of 6 years, the fishing opportunities granted under Article 5 of this Agreement shall be as follows:
  - 8 tuna purse-seiners, and
  - 2 Supply vessels
2. Seychelles Vessels may only engage in fishing activities in EU waters if they are on the list of authorized fishing vessels of IOTC and in possession of a fishing authorisation issued under the provisions of Article 6 and the conditions established in this Agreement in accordance with the Annex hereto.

## **Chapter III**

### **Fishing authorisations**

#### **Section 1.**

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

1. 'Fishing authorisation' means a valid entitlement or license to engage in fishing activities in accordance with the terms of the said fishing authorisation provided under the Agreement.
2. For a Seychelles' vessel to be eligible for a fishing authorisation under this Agreement it shall :
  - (a) be included in the list of vessels notified by the Seychelles to carry out fishing activities under the Agreement;
  - (b) be on the list of authorised fishing vessels of the IOTC.
  - (c) have during the most recent 12 months period of fishing activities under the previous private arrangement between the shipowners and Mayotte, fulfilled the conditions and obligations to Mayotte under that arrangement;

- (d) not be included in an IUU list;
  - (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 the Agreement and this Annex.
3. Moreover, Seychelles vessels applying for a fishing authorisation shall comply with the appropriate provisions of Council Regulation n°1006/2008 relating to fishing authorisations.
  4. All Seychelles vessels applying for a fishing authorisation should be represented by an agent resident in Mayotte, or in the absence of an agent resident in Mayotte the agent should be resident in the Seychelles. The name and address of that agent shall be stated in the application.
  5. The relevant Seychelles authorities shall submit to the competent authority of EU as defined in Article 2 of the Agreement, a fishing authorisation application for each Seychelles vessel wishing to fish under this Agreement at least 20 days before the date of commencement of the period of validity.
  6. Where a fishing authorisation application has not been submitted prior to the period of validity under point 5, the vessel owner or his agent may do so during the period of validity, no later than 20 days before the start of the fishing activities. In such cases, vessel owners or his agent shall pay the advance fees due for the full validity period of the fishing authorisation.
  7. Each application for a fishing authorisation shall be submitted to the competent authority of the EU, through its Delegation in Mauritius, on a form drawn up in accordance with the specimen in Appendix 1 and shall be accompanied by the following documents:
    - (a) proof of payment of the advance fee for the period of validity of the fishing authorisation;
    - (b) any other documents or certificates required under the specific rules applicable to the type of vessel concerned pursuant to the Agreement.
  8. All payments related to authorisations and catches shall be paid into a bank account in the EU, the details of which shall be provided by the EU before the provisional application of the Agreement. The associated costs linked to bank transfers shall be borne by vessel owners or his agent.
  9. Fees shall include all national and local charges except for port taxes and service charges.

10. Fishing authorisations for all Seychelles vessels shall be issued to the vessel owner or its agent within 15 days of receipt of all the documents referred to in point 7 by the EU. A copy of these fishing authorisations shall be sent to the Delegation of the European Union responsible for the Seychelles.
11. A fishing authorisation shall be issued for a specific Seychelles vessel and shall not be transferable except for *force majeure*, as outlined in point 13 below.
12. Supply vessels flying the flag of the Seychelles operating within EU waters are also subject to the issuing of an authorisation and shall be subject to the same obligations as defined in the Annex. The undertaking of fishing activities by these vessels is prohibited.
13. Where *force majeure* is proven, at the request of the Seychelles, a Seychelles vessel's fishing authorisation may be transferred, for the remaining period of its validity, to another eligible Seychelles vessel with similar characteristics, with no further fee due.
14. The owner of the first vessel, or his agent, shall return the cancelled fishing authorisation to the EU, via the Delegation of the European Union responsible for the Seychelles.
15. The new fishing authorisation shall take effect on the day that the vessel's owner returns the cancelled fishing authorisation to the EU. The Delegation of the European Union responsible for the Seychelles shall be informed of the fishing authorisation transfer.
16. The fishing authorisation or an electronic copy of it must be kept on board the vessel at all times, notwithstanding the provisions of Chapter VI – Control – point 2, of this Annex.

## **Section 2.**

### **Shipowners Fee, Advance Payment and Statement of Fees**

1. The payments to be paid by shipowners shall be calculated on the basis of the following rate per tonne of fish caught;  
  
For the first year of application of the Agreement, 110 EUR per tonne;  
  
For the second and third years of application of the Agreement, 115 EUR per tonne;  
  
For the fourth and fifth years of application of the Agreement, 120 EUR per tonne;  
  
For the sixth year of application of the Agreement, 125 EUR per tonne;
2. The annual advance payment to be paid by the shipowners of Seychelles vessels at the time of application for a fishing authorisation to the EU authorities and to be issued by the EU shall be as follows:

### *Tuna Purse Seine Vessels*

For the first year of application of the Agreement, the advance payment shall be 11 000 EUR, which the equivalent of 110 EUR per tonne for 100 tonnes of tuna and tuna like species caught within Mayotte waters.

For the second and third years of application of the Agreement, the advance payment shall be 11 500 EUR, which the equivalent of 115 EUR per tonne for 100 tonnes of tuna and tuna like species caught within Mayotte waters.

For the fourth and fifth year of application of the Agreement, the advance payment shall be 12 000 EUR, which the equivalent of 120 EUR per tonne for 100 tonnes of tuna and tuna like species caught within Mayotte waters.

For the sixth year of application of the Agreement, the advance payment shall be 12 500EUR, which the equivalent of 125 EUR per tonne for 100 tonnes of tuna and tuna like species caught within Mayotte waters.

3. For catches in excess of the 100 tonnes, the yearly rate per tonne of catch provided for in Paragraph 1 shall apply.
4. The EU authorities shall draw up a statement of fees due in respect of the previous calendar year on the basis of catch declarations submitted by Seychelles' vessels and other information in the possession of the EU authorities. A copy shall also be provided to the Seychelles' authorities for verification.
5. The statement shall be sent to the Seychelles authorities before 31 March of the current year. The Seychelles' authorities shall transmit it before 15 April to the vessel owner.
6. Where the vessel owner does not agree with the statement submitted by the EU authorities, he may consult the competent scientific institutes for verifying catch statistics in the Seychelles and thereafter discuss together with the Seychelles authorities, who shall inform the Commission thereof, to establish the final statement before 31 May of the current year. In the absence of observations by the vessel owners at that date, the statement submitted by the EU authorities shall be considered as the final one. Where the final statement is less than the advance payment referred to in paragraph 2, the balance shall not be recoverable by the vessel owners.



### *Supply Vessels*

7. An authorisation for a supply vessel will be provided through the same procedure as for fishing vessels and the advance fee for the provision of an authorisation will be 3 000 EUR. In the event of any change in the provisions, fees and conditions relating to supply vessels, the EU shall inform the Seychelles of this change before it enters into effect.

## **CHAPTER IV — Monitoring**

### **Section 1 Catch reporting**

1. All Seychelles vessels authorised to fish in EU waters under the Agreement shall communicate their catches to the competent authority of EU in the following manner, until such time as the Electronic Catch Reporting System, (ERS), is implemented by both Parties as referred hereunder in Paragraph 5:
  - (a) Seychelles vessels licensed to fish in EU waters shall fill a statement of catch form as set out in Appendix 2 on a daily basis, for each trip they undertake in EU 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.
  - (b) While in EU waters, Seychelles vessels shall report to the competent authority of the EU and the Seychelles, every three (3) days, the information required in the format provided for in Appendix 2, as appropriate.
  - (c) As far as the submission of the statement of catch form referred to in points a) and c) is concerned, the Seychelles' vessels shall:
    - in the case they call into a 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 authorities within fourteen (14) days of arrival in any port other than Victoria.
  - (d) Copies of these statement of catch forms must simultaneously be sent to the EU Delegation in Mauritius, within the same time frame as provided in point 1 b) above.

### **Section 2 Catch communication: entering and leaving EU waters**

1. For the purposes of this Annex, the duration of a trip by a Seychelles flagged vessel shall be defined as follows:
  - -either the period elapsing between entering and leaving EU waters;
  - -or the period elapsing between entering EU waters and a transshipment;
  - -or the period elapsing between entering EU waters and a landing in the EU.

2. Seychelles' vessels shall notify the EU authorities at least six (6) hours in advance of their intention to enter or leave EU waters and every three days during their fishing activities in EU waters of their catches during this period.
3. When notifying entry/leaving, Seychelles' vessels shall also communicate their position at the time of communication and the volume and species in catches kept on board. These communications shall be made in the format set out in Appendix 4, by e-mail or fax , to the addresses provided therein.
4. Seychelles' vessels found to be fishing without having informed the EU authorities shall be deemed as vessels without a fishing authorisation. The sanctions referred to in Chapter VII, will be applicable in such cases.

### **Section 3**

#### **Transshipment and landings**

#### **1. LANDINGS**

1. The designated port for landing activities in the Seychelles is Victoria, Mahé.
2. All Seychelles vessels wishing to land catches in Seychelles' designated ports shall notify the following information to the competent authority of Seychelles at least 24 hours in advance:
  - (a) the landing port;
  - (b) the name and 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 100Kg, by species to be landed;
  - (e) the product form presentation.
3. Landings shall be considered as an exit from EU waters as defined in Section 2.1 of this Chapter. Seychelles vessels shall therefore submit their Landing Declarations to the competent authorities of Seychelles.

#### **2. TRANSHIPMENTS**

1. Transshipment at sea is prohibited, and any person infringing this provision shall be liable to the enforcement measures provided for by EU legislation. Transshipments may be carried out within a designated port of Mayotte.
2. In the case of a transshipment in a designated port of Mayotte, the Seychelles vessel shipowners or their agents, must notify the following information to the competent EU authorities and, at the same time, to the port authority concerned in Mayotte at least 72 hours in advance:
  - (a) the transshipment port or area where the operation will occur;
  - (b) the name and IRCS of the donor Seychelles vessels;
  - (c) the name and IRCS of the receiving fishing vessel and/or reefer;
  - (d) the date and time of transshipment;
  - (e) the quantity in Kg, rounded to the nearest 100Kg, by species to be transhipped;
  - (f) the product form presentation.

3. Transshipment shall be considered as an exit from EU waters as defined in Section 2.1. Seychelles vessels shall submit their catch declarations to the EU competent authorities and with a copy to the port authority, no later than twenty four (24) hours after completion of the transshipment, or in any event, before the donor vessel leaves port, whichever occurs first.

#### **Section 4**

##### **Vessels Monitoring System (VMS)**

With regards to the Vessel Monitoring System, all Seychelles' vessels fishing, or intending to fish, in the fishing areas within EU waters under this Agreement, shall comply with all the provisions defined in the Appendix 6.

## **Chapter V**

### **Observers**

1. Both Parties recognize the importance of respecting the obligations of IOTC Resolution 11/04 with regards to the Scientific Observer Programme.
2. Seychelles vessels authorised to fish in EU waters under this Agreement shall take on board observers appointed by the EU authorities, except in case of space limitations due to security requirements. The provisions relating to the embarkation of observers are as follows:
  - (a) Seychelles vessels shall take on board one observer if possible, in the context of a regional observation programme.
  - (b) The EU authorities shall draw up a list of Seychelles vessels designated to take an observer on board and a list of appointed observers. These lists shall be kept up to date. They shall be forwarded to the Seychelles authorities as soon as they have been drawn up, and every three months thereafter, where they have been updated.
  - (c) The EU authorities shall inform the shipowners of the Seychelles vessels concerned, or their agents, of the name of the observer appointed to be taken on board their vessel no later than 15 days before the observer's planned embarkation date.
3. The time spent on board by observers not exceed the time required to carry out their duties, unless the observer is appointed in the context of regional Observer Programmes where he/she may remain on board to undertake his/her duties in the context of the Programme. The EU authorities shall inform the Seychelles vessel owners or their agents thereof when notifying them of the name of the observer appointed to be taken on board the Seychelles vessel concerned.

4. The conditions under which observers are taken on board shall be agreed between shipowners or their agents and the EU authorities after notification of the list of designated Seychelles vessels.
5. Within two weeks and giving ten days' notice, the shipowners of the Seychelles vessels concerned shall make known at which port of the EU and on what dates they intend to take observers on board.
6. Where observers are taken on board in a foreign port, their travel costs shall be borne by the shipowner. Should a Seychelles vessel with an observer from the EU on board leave EU waters, all measures must be taken to ensure the observer returns to the EU as soon as possible at the expense of the shipowner, unless the observer is continuing with the Seychelles 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, Seychelles vessel shipowners shall be automatically absolved of their obligation to take the observer on board.
8. Observers shall be treated as officers. They shall carry out the following tasks:
  - (a) observe the fishing activities of the Seychelles vessels;
  - (b) verify the position of Seychelles vessels engaged in fishing operations;
  - (c) note the fishing gear used;
  - (d) verify the catch data for EU waters recorded in the logbook;
  - (e) verify the percentages of by-catches and estimate the quantity of discards;
  - (f) report fishing data including the quantity of catches and by-catches on board taken in EU waters, once a week by e-mail or fax or other means of communication,.
9. Masters of Seychelles vessels shall do everything reasonably practicable to ensure the physical safety and welfare of observers while on board.
10. Similarly, as far as possible, they shall be offered every facility needed to carry out their duties. The master shall give them access to the means of communication needed for the discharge of their duties, to documents directly concerned with the vessel's fishing activities, including in particular the logbook and the navigation log, and to those parts of the vessel necessary to facilitate the performance of their tasks as observers.

11. While on board, observers shall:
  - (a) take all appropriate steps to ensure that the conditions of their boarding and presence on the vessel neither interrupt nor hamper fishing operations;
  - (b) respect the material and equipment on board and the confidentiality of all documents belonging to the vessel;
  - (c) 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 competent authorities of the EU, with a copy to the Seychelles , which shall be signed by the observers. A copy of the report shall be handed to the master when the observers leave the Seychelles vessel.
12. Seychelles vessel shipowners shall bear the cost of accommodating observers in the same conditions as the officers on the vessel.
13. The salary and applicable taxes of the observers shall be borne by the competent authorities of the EU.

## **Chapter VI**

### **Control**

1. Seychelles vessels shall comply with the applicable law of the EU regarding fishing gears and the technical specifications thereof and all other technical measures applicable to their fishing activities, as well as with the conservation, management and other measures adopted by the Indian Ocean Tuna Commission.
2. The Seychelles shall keep an up-to-date list of the Seychelles vessels to which a fishing authorisation has been issued under this Agreement. This list shall be notified to the authorities of the EU responsible for fisheries inspection as soon as it is drawn up and each time it is updated.
3. Masters of Seychelles' vessels engaged in fishing activities in EU waters shall cooperate with any EU authorised and duly identified officer carrying out inspection and control of fishing activities.
4. In order to facilitate safer inspection procedures, without prejudice to the provisions of EU legislation, boarding should be conducted in such a way that the inspection platform and the inspectors can be identified as being authorised by the EU to carry out such tasks.

5. The EU shall make available to the Seychelles a list with all inspection platforms used for sea inspections in line with FAO UNFSA recommendations. This list should contain *inter alia*:
  - Fisheries Patrol Vessels (FPV) names;
  - FPV Vessel details;
  - FPV photo.
6. The EU may on the request of the Seychelles or a body designated by it, allow Seychelles inspectors to observe the activities of Seychelles vessels, including transshipments, during onshore based controls.
7. Once an inspection has been completed and the inspection report signed by the inspector, the report shall be made available for signature, comments and remarks, if any, by the master. This signature shall not prejudice the rights of the Parties in the context of alleged infringement procedures. A copy of the inspection report shall be given to the master of the Seychelles vessel before the inspection boarding party leaves the vessel.
8. These authorised officers shall not remain on board for longer than is necessary for the discharge of their duties.
9. Masters of Seychelles' vessels engaged in landing or transshipment operations in an EU port shall allow and facilitate the inspection of such operations by EU and /or Seychelles authorised officers.
10. Where the provisions set out in this Chapter are not complied with, the EU reserves the right to suspend the fishing authorisation of the offending Seychelles vessel until formalities have been completed and to apply the penalty laid down in existing EU legislation. The Seychelles shall be informed thereof.

## **Chapter VII**

### **Enforcement**

#### **1. SANCTIONS**

1. Failure to observe any one of the provisions of the above chapters, the management and conservation of marine living resources measures, or the EU legislation, Seychelles vessels shall be subject to the penalties and sanctions provided for in accordance with EU legislation.



2. The Seychelles' shall be immediately and fully informed of any sanctions and of all relevant facts related thereto.
3. Where a sanction takes the form of suspension or revocation of a fishing authorisation, during the remaining period of the validity of a fishing authorisation which has been suspended or revoked, the Seychelles' may request another fishing authorisation which would have otherwise have been applicable, for a Seychelles vessel from another shipowner

## **2. ARREST AND DETENTION OF FISHING VESSELS**

1. The EU authorities shall inform immediately the Seychelles of the arrest and/or detention of any Seychelles vessel operating under the Agreement and shall transmit a copy of the inspection report, detailing the circumstances and reasons of the arrest and/or detention within 48 hours.
2. Information exchange procedure in the event of arrest and/or detention
  - (a) Whilst respecting the deadlines and procedures of legal proceedings as provided for by the EU legislation relating to arrest and/or detention, a consultation meeting shall be held, upon receipt of the above information, between the European Commission and the Seychelles competent authorities.
  - (b) At the meeting, the Parties shall exchange any relevant documentation or information helping to clarify the circumstances of the established facts. The shipowner or its agent shall be informed of the outcome of the meeting and of any measures resulting from the arrest and/or detention.
3. Settlement of arrest and/or detention
  - (a) An attempt shall be made to resolve the presumed infringement amicably. This procedure shall be completed no later than three working days after the arrest and/or detention, in conformity with EU legislation.
  - (b) In the event of an amicable settlement, the settlement shall be determined in accordance with the procedures provided for in EU legislation. If such an amicable settlement is not possible, the legal proceeding shall take its course.

- (c) The Seychelles vessel shall be released and its master discharged once the obligations arising under the amicable settlement have been fulfilled and the legal proceedings have been completed.
- 4. The Seychelles shall be kept informed of any proceedings initiated and penalties imposed.

## **Appendices**

1. Fishing authorisation application form
2. Statement of catch form for tuna seiners
3. Communication Format Reports
4. Guidelines for the management and the implementation of the electronic system for communication of data relating to fishing activities (ERS)
5. Communication of VMS messages – Position Report.
6. VMS Framework guide lines.

## **Application for Fishing Authorisation**

### **I - APPLICANT**

1. Name of Applicant:
2. Name of the Producer Organisation (PO), or Ship-owner's representative:
3. Address of the PO or Ship-owner's representative:

4. Tel No:

Fax:

e-mail:

5. Master's Name:

Nationality:

e-mail:

6. Ship-owner or Chartering entity if different from above:

### **II - VESSEL IDENTIFICATION DETAILS**

1. Vessel's Name:

2. Flag State:

Port of registration:

3. External Marks:

MMSI :

IMO No. :

RFMO No.:

5. Date of current flag Registration (DD/MM/YYYY): ...../...../.....

Previous Flag (if applicable):.....

6. Place of construction:  
Date (DD/MM/YYYY): ...../...../.....  
IRCS:
7. Radio Call Frequency: HF: ..... VHF: .....  
Vessel Satellite Phone No.:

### III - VESSEL TECHNICAL DETAILS

1. Vessel LOA (mts): .....  
BOA (mts): .....  
GT: .....  
Net T:.....
2. Hull material:            Steel ☐            Wood ☐            Polyester ☐  
Other ☐ .....
3. Engine Type  
Engine Power (in HP) :  
Engine Manufacturer:
4. Max. Crew Members:
5. Conservation method on board:    Ice ☐            Refrigeration ☐            Mixed ☐            Frozen☐
6. Processing capacity per day (24h) in Tones:  
No. of Fish Holds:  
Fish Holds Total capacity (m3) :
7. Type of Vessel: ☐ Purseiner            ☐ Longliner            ☐ Support Vessel (\*)
8. VMS. Details of the Automatic Location Device:  
Manufacturer:  
Model:  
Serial No.:  
Software Version:  
Satellite Operator (MCSP):

#### IV - FISHING ACTIVITY

1. Fishing gear authorised:
2. Authorised Waters:
3. Target species: \_\_\_\_\_
4. License period requested from (DD/MM/YYYY): ..... / ..... / ..... To: ...../ ..... / .....
5. Requirement for disposal of by catch: As per EU legislation
6. Reporting requirement: As per EU 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: \_\_\_\_\_

#### FOR OFFICIAL USE ONLY

☐ Licence fee EUR: \_\_\_\_\_ Processing fees EUR: \_\_\_\_\_

☐ ☐ ☐ Cheque No.: \_\_\_\_\_ ☐ Bank Transfer Ref<sup>a</sup>: \_\_\_\_\_ Receipt No: \_\_\_\_\_

Signature of Cashier: \_\_\_\_\_ Date (DD/MM/YYYY): \_\_\_\_ / \_\_\_\_ / \_\_\_\_

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



**GUIDELINES FOR THE MANAGEMENT AND THE IMPLEMENTATION OF THE  
ELECTRONIC SYSTEM FOR COMMUNICATION OF DATA RELATING TO FISHING  
ACTIVITIES (ERS)**

**Section 1**

**GENERAL PROVISIONS**

1. Each Seychelles vessel authorised to fish in EU waters shall be equipped with an electronic system, hereinafter called 'system ERS', capable of recording and transmitting data relating to the fishing activities of the vessel, hereinafter 'ERS data', where the vessel operates in the fishing area as defined in Chapter I point 2 (a) of the Annex, hereinafter referred to as fishing area.
2. A Seychelles vessel that is not equipped with an ERS system, or whose ERS system is not functional, is not authorised to enter in the fishing area of the EU to conduct of fishing activities.
3. The EU authorities shall inform the Seychelles of the details of the Fisheries Monitoring Centre (FMC) in the EU, hereinafter the EU FMC, having the responsibility for the monitoring activities foreseen under this Agreement.
4. The Seychelles Fisheries Monitoring Centre (FMC) shall automatically and without delay forward time critical ERS messages (COE, COX, PNO) received from the Seychelles vessel to the EU FMC. Daily catch reports (FAR) would be made available automatically and without delay to the Seychelles FMC.
5. The Seychelles shall ensure that its FMC is equipped with computer hardware and software necessary for the automatic transmission of ERS data in XML format available at [[http://ec.europa.eu/cfp/control/codes/index\\_en.htm](http://ec.europa.eu/cfp/control/codes/index_en.htm)], and have a safeguard procedure capable of registering and store the ERS data in a computer readable form for a period of at least 3 years.
6. Any amendment or update of the format referred to in paragraph 5 above will be identified and dated and needs to be operational six months after its implementation.
7. The transmission of ERS data shall use electronic means of communication managed by EU authorities, identified as DEH (data exchange highway).



8. The EU and the Seychelles shall each designate one ERS correspondent which shall act as the contact point.
  - (a) The corresponding ERS shall be appointed for a minimum period of six months;
  - (b) The EU FMC and the Seychelles FMC shall communicate to each other the names, address, telephone, telex, e-mail of their corresponding ERS;
  - (c) Any change in the details of that corresponding ERS must be communicated without delay.

## **Section 2**

### **PREPARATION AND SUBMISSION OF ERS DATA**

1. The Seychelles vessel shall:
  - (a) Communicate daily the ERS data for each day spent in the EU fishing area,
  - (b) Record for each seine haul the quantities of each species caught and retained on board as target species or by-catch, or rejected;
  - (c) For each species identified in the fishing authorisation issued by the EU, the discarded or spoiled catch must also be declared;
  - (d) Identify each species by its FAO alpha 3 code;
  - (e) Express the quantities in kilograms of live weight or, if necessary, the number of individual fish;
  - (f) Register in the ERS data, for each species identified in the fishing authorisation issued by the EU, the quantities which are transhipped and/or unloaded;
  - (g) Register in the ERS data, message when entering (COE) and exit (message COX) the EU fishing area, a specific message containing for each species identified in the fishing authorisation issued by the EU the quantities retained on board at the time of each piece;
  - (h) Transmit daily the ERS data to the FMC of the Seychelles, using the format referred to in paragraph 5 of Section 1 above, at the latest by 23: 59 UTC.

2. The master shall be responsible for the accuracy of the ERS data recorded and sent.
3. The Seychelles FMC shall send automatically and immediately, the ERS data to the EU FMC.
4. The EU FMC shall confirm receipt of ERS data by a feedback message and process all the ERS data as confidential.

### **Section 3**

#### **FAILURE OF THE ERS SYSTEM ON BOARD THE SEYCHELLES VESSEL AND/OR TRANSMISSION OF ERS DATA BETWEEN THE VESSEL AND THE SEYCHELLES FMC**

1. The Seychelles shall immediately inform the master and/or the owner of the Seychelles vessel, or his representative, of any technical failure of the ERS system installed on board the vessel or non-function of the ERS, data shall be transmitted between the vessel and the Seychelles FMC.
2. The Seychelles shall inform the EU authorities of the malfunction and corrective measures taken.
3. In the event of a failure of the ERS system on board the Seychelles vessel, the master and/or the owner shall provide for repair or replacement of the ERS system within 10 days. If the Seychelles vessel is performing a port call in the 10-day-period, it may resume fishing activities in the EU fishing area when the ERS system becomes fully functional again without an authorisation issued by the EU.
4. A Seychelles vessel shall not leave a port, following a technical failure of the ERS unless:
  - (a) the ERS system is fully functional to the satisfaction of the Seychelles and the EU, or
  - (b) the Seychelles vessel has no intention to resume its fishing activities in the EU waters, and it is authorised to leave port by the Seychelles competent authority.
  - (c) In the latter case, the Seychelles shall inform the EU of its decision before allowing the Seychelles vessel to leave port.
5. Any Seychelles vessel which operates in the EU fishing area with a defective ERS system shall send daily and at the latest by 23: 59 UTC all the ERS data to the Seychelles FMC by any other available electronic means of communication and to the EU until such time as the ERS system is repaired in the deadline referred to in paragraph 3
6. The ERS data which could not be made available to the EU authorities via the ERS system due to failure referred to in paragraph 1 shall be sent by the Seychelles FMC to the EU FMC by other mutually agreed electronic format. This alternative should be considered as a priority, it being understood that the transmission deadlines normally applicable may not be respected.

7. If the EU FMC does not receive the ERS data of a Seychelles vessel for three consecutive days, the EU may instruct the Seychelles vessel to proceed immediately to a port designated by the EU for investigation.

#### **Section 4**

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

1. When an FMCs of one of the Parties receives no ERS data, it shall without delay inform the FMC of the other Party, and, if necessary, contribute to the resolution of the problem.
2. The Seychelles FMC and the EU FMC shall mutually agree alternative electronic means of communication to be used for the transmission of ERS data in the event of a failure of FMC and inform each other immediately of any change.
3. When the EU FMC indicates that ERS data have not been received and the Seychelles FMC identifies the causes of the problem, Seychelles shall take the appropriate measures to resolve the problem. The Seychelles FMC shall inform the EU FMC of the problem and the outcome and measures taken within 24 hours of the failure being identified.
4. If the problem requires more than 24 hours to resolve, the Seychelles FMC shall immediately send the missing ERS data to the EU FMC using one of the alternative electronic means referred to in Point 6 of Section 3.
5. The EU shall inform its competent control services (MCS) of the malfunction so that Seychelles vessels are not suspected of having committed an infringement for the non-transmission of ERS data by the FMC of the Seychelles due to the failure of that FMC.

#### **Section 5**

#### **MAINTENANCE OF A FMC**

1. Planned maintenance operations of an FMC (maintenance programme) and which may affect transmission of ERS data should be notified to the other FMC at least 72 hours beforehand, indicating if possible, the date and length of the maintenance. Unforeseen interruptions, breakdowns or maintenance, should be notified as soon as possible to the other FMC.
2. During maintenance, the provision of ERS data may be put on hold until the system is operational again. The ERS data concerned are then made available immediately after the end of the interruption.

3. If the maintenance operation is over 24 hours, the ERS data shall be transmitted to the other FMC using one of the alternative electronic means referred to in point 6 of Section 3.
4. The Seychelles and the EU shall inform its competent control services (MCS) of the maintenance, so that Seychelles vessels are not suspected of having committed an infringement for the non-transmission of ERS data due to maintenance of a FMC.

**Communication Format Reports**

**Entry Report (COE)<sup>1</sup>**

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

**Exit Report (COX)<sup>2</sup>**

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

**Catch Report (CAT) Format once inside EU Fishing Areas<sup>3</sup>.**

Content	Transmission
Destination	FRA
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	(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:** [cnsf-france@developpement-durable.gouv.fr](mailto:cnsf-france@developpement-durable.gouv.fr)

**Fax:** (+33) 2 97 55 23 75

**Mail address:** Avenue Louis Bougo, F-56410 Etel, FRANCE

<sup>1</sup> Sent six (6) Hours before entering EU Fishing Areas.

<sup>2</sup> Sent six (6) Hours before exiting EU Fishing Areas.

<sup>3</sup> Every three (3) days after entering EU Fishing Areas.

## 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 country code
Consignor	FS	O	Message detail — sender.Alpha 3 ISO country code
Type of message	TM	O	Message detail -type of message shall be “POS”
Radio call sign	CR	O	Vessel detail — international radio call sign of vessel
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 number	XR	F	Vessel detail — number marked on side of vessel
Flag State	FS	F	Flag state detail
Latitude	The	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 (YYYYMMDD)
Hour	TI	O	Vessel position detail — time of record of UTC position (HHMM)
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.



**Vessel Monitoring System (VMS)****GENERAL PRINCIPLES**

1. With regards to the Vessel Monitoring System mentioned in the Chapter IV Section 4 of the Annex to the Agreement, all Seychelles vessels fishing, or intending to fish, in EU fishing area as defined in Chapter I point 2 (a) of the Annex, hereinafter referred to as fishing area, shall comply with all the following provisions.
2. A Seychelles vessel that is not equipped with an VMS Vessel Locator Device (VLD), or if the VLD installed on board is not functional, is not allowed to enter the EU fishing area to conduct fishing activities.
3. Seychelles 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 EU authorities shall communicate to the EU Fisheries Monitoring Centres (FMCs) the geographical coordinates (Latitudes and Longitudes) of the EU fishing area.
5. The EU authorities will transmit this information in electronic format, expressed in degrees decimal in the WGS-84 *datum* to the Seychelles competent authorities.
6. The EU authorities and the Seychelles 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 Seychelles 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 Seychelles vessels. All such cases will have to be notified by the EU authorities to the Seychelles competent authorities and to the European Commission at least 15 days before the review which shall occur in the framework of the Joint Committee (JC).
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 Seychelles vessel Master is prohibited, or anyone authorised by him to switch off, obstruct its VLD, or interferes in any form with the data transmitted to the Seychelles FMC, when operating in EU fishing area .
13. The master 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 Seychelles vessel tracking device is not removed from or the place where the device was first installed;
  - (e) Any replacement of a Seychelles vessel tracking device is immediately notified to the EU competent authority.
  - (f) Any breach of the above-mentioned obligations may render the master liable for sanctions as provided under the applicable EU law.
15. The VMS hardware and software components shall be, as far as possible, tamper proof i.e. shall not permit the input or output of false positions and must not be capable of being manually over-ridden.

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 Seychelles vessel fishing under this Agreement enters into the EU fishing area, subsequent position reports shall be automatically communicated by the Seychelles FMC to the EU FMC, in real time, on a frequency set on paragraph 8 above.
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 EU fishing area;
  - (b) "POS", every VMS data report transmitted by each vessel while within the EU fishing area;
  - (c) "EXI", first VMS data report transmitted by each vessel after exiting the EU fishing area;
20. The frequency of transmission can be changed up to a 30 minutes basis, when strong evidence is provided demonstrating that the Seychelles vessel is perpetrating an infringement.
  - (a) This evidence shall be submitted by the EU FMC to the Seychelles FMC and to the European Commission, along with the request to alter frequency. The Seychelles FMC shall send the data to the EU FMC, automatically, and in real time, immediately after receiving the request.
  - (b) The EU FMC shall notify immediately the Seychelles FMC and the European Commission of the end of the monitoring procedure.
  - (c) The Seychelles FMC and the European Commission 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 SEYCHELLES VESSEL**

22. In the event of a technical problem or malfunction of the VLD installed on board the Seychelles vessel, the master of that vessel shall communicate the information specified in paragraph 19 above, by any of the communications form agreed in the paragraph 6 above, to the Seychelles FMC, starting from the time when the failure or malfunction was informed by the EU competent authority.
23. At least one global position report every four hours shall be transmitted while the Seychelles vessel stays in the EU fishing area. This 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 5.
24. The Seychelles FMC shall forward these messages to the EU FMC without delay. In case of necessity or doubts, the EU competent authority may request a transmission of position report every hour from a given Seychelles vessel.
25. Defective equipment shall be repaired or replaced as soon as the Seychelles 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 Seychelles competent authority, which will notify the EU authorities of its decision.

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

26. When one of the FMCs does not receive VMS data, this FMC shall promptly inform the other FMC contact and, if necessary, work together to solve the problem.
27. The Seychelles FMC and the EU FMC will, mutually, agree before the provisional application of the Agreement alternative electronic means of communication to be used for the transmission of VMS data in case of failure of the FMC, and inform without delay of any changes to these means.
28. Whenever the EU FMC reports that the VMS data have not been received, the Seychelles FMC shall identify the causes of the problem and take appropriate measures to ensure that the problem is solved. The Seychelles FMC shall notify the EU 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 Seychelles FMC shall forward the missing VMS data to the EU FMC, using the alternative means of communication referred to in paragraph 27 above.
30. EU shall inform its competent Monitoring Control and Surveillance (MCS) services so that Seychelles vessels are not subject to any infringement procedure for the non-reception of VMS data by the EU FMC due to the failure of the FMCs 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. EU authorities shall inform its competent Monitoring Control and Surveillance (MCS) services so that Seychelles vessels are not subject to any infringement procedure for non VMS data transmission due to maintenance of the FMC.