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ANNEX

**ANNEX**

**to the**

**Proposal for a Council Decision**

**on the signing, on behalf of the European Union, and provisional application of the Protocol on the implementation of the Sustainable Fisheries Partnership Agreement between the European Union and the Republic of Seychelles (2026-2030)**

**PROTOCOL ON THE IMPLEMENTATION OF THE SUSTAINABLE FISHERIES  
PARTNERSHIP AGREEMENT BETWEEN THE EUROPEAN UNION AND THE  
REPUBLIC OF SEYCHELLES (2026-2030)**

**Article 1**

**Objective**

The purpose of this Protocol is to implement the provisions of the Sustainable Fisheries Partnership Agreement ("the Agreement") between the European Union ("the Union") and the Republic of Seychelles ("Seychelles"). This Protocol includes an Annex and its Appendices.

**Article 2**

**Seychelles' fishing zones**

- (1) The designation of Restricted Fishing Zones, within which fishing and all related activities are prohibited, shall be as prescribed by, and delineated through the coordinates set out in the Fisheries and Aquaculture Act, 2025 and any other applicable laws or regulations of Seychelles.
- (2) Union vessels shall carry out fishing activities in waters beyond 12 nautical miles from the baseline, subject to paragraph 1 of this Article.
- (3) Seychelles shall inform operators and the Union of the boundaries of areas which are closed to fishing when issuing the fishing authorisation. Any changes to these zones as provided by paragraph 1 shall be notified to the Union without delay before entry into force.

**Article 3**

**Period of application and fishing opportunities**

- (1) For a period of four years from the date of commencement of the provisional application of this Protocol, the fishing opportunities granted under Article 5 of the Agreement shall be as follows:
  - (a) 30 tuna purse seine vessels;
  - (b) 8 surface longliners.
- (2) Support vessels shall be authorised subject to the conditions set out in the Annex and in accordance with the relevant Indian Ocean Tuna Commission (IOTC) resolutions.
- (3) The fishing opportunities shall apply solely to highly migratory species listed in Annex 1 to the United Nations Convention on the Law of the Sea (UNCLOS), excluding:
  - (a) sharks belonging to the families Alopiidae and Sphyrnidae;
  - (b) shark species *Cetorhinus maximus*, *Rhincodon typus*, *Carcharodon carcharias*, *Carcharhinus falciformis* and *Carcharhinus longimanus*;
  - (c) rays belonging to the family Mobulidae; and

- (d) any other species protected or prohibited under the laws of Seychelles, the framework of the IOTC or other international agreements.
- (4) Paragraph 1 of this Article shall apply subject to Articles 7 and 8.
- (5) Pursuant to Article 5 of the Agreement, Union vessels may engage in fishing activities in the Seychelles fishing zone only if they are in possession of a valid fishing authorisation issued under this Protocol in accordance with Appendix 1 to the Annex on information to be provided when applying for a fishing authorisation.

#### **Article 4**

##### **Financial components**

- (1) For the duration of this Protocol, the total annual financial amount paid by the Union is EUR 5 750 000. The financial components shall be made of:
  - (a) an annual amount of EUR 2 750 000 corresponding to the Union financial components referred to Article 8(1)(a) of the Agreement, equivalent to a reference tonnage of 55 000 tonnes per year; and
  - (b) a specific sectoral support annual amount of EUR 3 000 000 to contribute to the implementation of Seychelles' sector fisheries policy.
- (2) In addition, operators shall pay an annual financial amount for their vessels to access Seychelles' fishing zone, comprising the following: advance payments, additional fees per tonne of fish caught, where applicable, and a specific fee dedicated to environmental management and observation of marine ecosystems in Seychelles waters, in accordance with Chapter 1 of the Annex.
- (3) Paragraph 1 and 2 of this Article shall apply subject to Articles 5, 7, 8 and 15.
- (4) Notwithstanding Article 14 of this Protocol, the Union shall pay the total amount referred to in (1)(a) of this Article each year during the period of application of this Protocol.
- (5) The payments of the amount referred to in (1)(a) of this Article shall be made not later than 90 days after the date of the provisional application, and not later than the anniversary date of this Protocol for the following years.
- (6) The payments of the amount referred to in (1)(b) of this Article shall be in accordance with the provisions set out in Appendix 6 to the Annex.
- (7) The Parties shall monitor the fishing activities of the Union fishing vessels in relation to the annual reference tonnage indicated in (1)(a) of this Article.
- (8) If the annual tonnage of catches by the Union vessels in the Seychelles fishing zone exceeds the annual reference tonnage indicated in (1)(a) of this Article, the total amount of the financial contribution to be paid by the Union shall be increased by EUR 50 for each additional ton caught.
- (9) The total annual amount to be paid by the Union shall not be more than twice the amount provided for in (1)(a) of this Article. Where the tonnage caught by the Union vessels exceed the tonnage corresponding to twice the total amount of the annual payment from the Union, the amount due for the tonnage exceeding that limit shall be paid in the following year.

- (10) Seychelles shall have full discretion regarding the use of the financial component provided for in (1)(a) of this Article.
- (11) The financial components provided for in (1)(a)(b) and (2) of this Article shall be paid into the Seychelles' Government consolidated account with Treasury. The associated bank transfer costs shall be borne by the provider. Seychelles shall notify the Union of the details of the bank account or accounts at least 20 days before the provisional application of the Protocol and then on an annual basis.
- (12) Actions and projects financed by the sectoral support referred to in (1)(b) of this Article, may be audited by the European Commission and the European Court of Auditors and investigated by the European Anti-Fraud Office (OLAF).
- (13) The European Commission may recover the financial components paid under this Protocol in the following cases and where no agreement has been reached at the Joint Committee regarding the possible settlement of the case:
  - (a) If access is not granted by Seychelles to Union vessels in accordance with the provisions of this Protocol;
  - (b) If the sectoral support activities are not implemented or not implemented in accordance with the provisions set out in Appendix 6 to the Annex.
- (14) The Seychelles shall provide all necessary assistance for the recovery of funds.

## **Article 5**

### **Sectoral support**

- (1) With a view to further strengthen responsible and sustainable fisheries, the objectives of the multiannual sectoral programme shall be based on areas of actions reflecting the priorities of Seychelles national fisheries policy, and other related policies having an impact on the following areas:
  - (a) support and management measures for fisheries, including small-scale fisheries and aquaculture;
  - (b) promotion of scientific cooperation;
  - (c) enhance the socio-economic wellbeing and safeguard the welfare of current and future generations;
  - (d) sanitary and quality management in the fisheries sector and also to support domestic and export capacities;
  - (e) fisheries monitoring, control and surveillance and the fight against illegal, unreported and unregulated (IUU) fishing;
  - (f) promotion of human resource development and cooperation;
  - (g) support infrastructural and other relevant actions for the development of domestic fisheries.
- (2) The implementing provisions for the sectoral support are set out in Appendix 6 to the Annex.

## **Article 6**

### **Scientific and technical cooperation on responsible fisheries**

- (1) The Parties hereby undertake to promote responsible fisheries in the Seychelles fishing zone based on the principle of non-discrimination between the different fleets fishing in those waters.
- (2) During the period of application of this Protocol, the Union and Seychelles shall endeavour to monitor the state of fishery resources covered by this Protocol.
- (3) The Parties shall also exchange relevant statistical, biological, conservation and environmental information as may be required for the purpose of managing and conserving the marine living resources.
- (4) The Parties shall comply with the applicable resolutions and endeavour to implement recommendations of the IOTC regarding conservation and responsible management of fisheries.
- (5) Based on the resolutions and recommendations of the IOTC and the best available scientific advice, the Parties may consult each other within the Joint Committee to agree on additional measures to ensure sustainable management of Seychelles' fisheries resources.

### **Article 7**

#### **Review of fishing opportunities and revision of this Protocol**

- (1) As provided for by the Agreement, the Joint Committee may review the fishing opportunities referred to in Article 3(1)(a)(b) of this Protocol. Those fishing opportunities may be adjusted by mutual agreement within the Joint Committee insofar as the applicable resolutions and recommendations of the IOTC support that such an adjustment will secure the sustainable management of tuna and tuna-like species in the Indian Ocean.
- (2) In this case the financial component referred to in Article 4(1)(a) of this Protocol shall be adjusted proportionately and *pro rata temporis*. Nonetheless, the total annual amount paid by the Union shall not be more than twice the figure indicated in Article 4(1)(a) of this Protocol.

### **Article 8**

#### **Exploratory fishing and new fishing opportunities**

- (1) At the request of one of the Parties, the Joint Committee may consider the possibility of exploratory fishing campaigns in the Seychelles fishing zone with a view to test the technical feasibility and economic viability of new fisheries not provided for in Article 3 of this Protocol. To that end, the Joint Committee shall determine on a case-by-case basis the species, the conditions and any other relevant parameters. The authorisations for exploratory fishing shall be agreed for a maximum period of six months, which may be renewed with the agreement of both Parties.
- (2) Taking into account best available scientific advice and on the basis of the results of the exploratory fishing campaigns, if the Union becomes interested in new fishing

opportunities, the Joint Committee shall convene to discuss and prescribe the conditions applicable to such new fishing activities.

- (3) Following authorisation by Seychelles for the new fishing activities referred to in paragraph 2, the Joint Committee shall make corresponding amendments to this Protocol.

## **Article 9**

### **Overall fishing effort in Seychelles waters and transparency**

- (1) In accordance with the principle of transparency, Seychelles shall make available to the Union, within the framework of the Joint Committee, information relating to any agreement authorising access by tuna vessels, other than the Union vessels, to Seychelles' fishing zone and the list of the tuna vessels thereby authorised.
- (2) In accordance with the principle of non-discrimination, Seychelles undertakes to apply the same technical and conservation measures to any foreign industrial tuna fleets operating in Seychelles' fishing zone that have the same characteristics and target the same species as those covered by this Protocol.
- (3) The Parties agree to collect information on beneficial owners of fishing vessels of similar characteristics and targeting the same species as those covered by the Protocol, and which are active in the waters under their jurisdiction. A beneficial owner is any natural person who ultimately owns or controls a legal entity.

## **Article 10**

### **Employment of fishers on board Union vessels**

- (1) The employment and work conditions of fishers on board Union vessels shall not be contrary to the instruments applicable to fishers of the International Labour Organisation (ILO) and the International Maritime Organisation (IMO), in particular the ILO Declaration on Fundamental Principles and Rights at Work (1998), as amended in 2022, and the ILO Conventions ratified by both parties. This includes respect for freedom of association and effective recognition of workers' right to collective bargaining, elimination of forced and child labour, elimination of discrimination in respect of employment and occupation, and a safe and healthy working environment and decent living and working conditions on board Union vessels.
- (2) The implementing provisions for the employment of fishers on board Union vessels are set out in the Annex.

## **Article 11**

### **Confidentiality and data protection**

- (1) Seychelles and the Union shall ensure that data exchanged under the Agreement and this Protocol are used by their respective competent authorities solely for the purpose of implementing the Agreement and, in particular, for management purposes and for fisheries monitoring, control and surveillance.

- (2) The Parties undertake to ensure that all commercially sensitive and personal data relating to Union vessels and their fishing activities obtained under the Agreement, as well as all commercially sensitive information relating to the communication systems used by the Union, are treated as confidential. The Parties shall ensure that only aggregated data relating to fishing activities in the Seychelles fishing zone are made public.
- (3) Personal data must be processed lawfully, fairly and in a transparent manner in relation to the data subject.
- (4) Personal data exchanged under the Agreement shall be processed in accordance with the provisions set out in Appendix 7 to the Annex to this Protocol. Further safeguards and legal remedies in relation to personal data and data subjects' rights may be established by the Joint Committee.
- (5) Data exchanged under the Agreement shall continue to be processed in accordance with this Article and Appendix 7 to the Annex at least five years after the expiry of this Protocol.

## **Article 12**

### **Electronic data exchanges**

- (1) Seychelles and the Union shall use secure IT systems that automate the real-time exchange of data on authorisations and activities by the Union vessels, or electronic exchanges in accordance with the provision of this Protocol.
- (2) The Union shall ensure regular transmission of the following data to Seychelles:
  - (a) as regards the activities of Union vessels in Seychelles' fishing zone:
    - vessel positions, in accordance with the provisions laid down for the vessel monitoring system (VMS) referred to in Section 4, Chapter IV of the Annex;
    - catches by the Union vessels as referred to in Chapter III of the Annex;
    - entry and exit notifications from Seychelles' fishing zone for the Union vessels as referred to in Section 1, Chapter IV of the Annex.
  - (b) as regards ports in Seychelles:
    - prior notifications of transshipment and declarations of transshipment for the Union vessels as referred to in Section 2, Chapter IV of the Annex.
    - prior notifications of return to port and landing declarations for the Union vessels as referred to in Section 2, Chapter IV of the Annex.
- (3) The electronic version of any document transmitted by the parties shall be considered equivalent to the paper version in every respect.
- (4) Seychelles and the Union shall notify each other without delay of any malfunction of the IT systems referred to in paragraph 1.
- (5) The data transmission arrangements, including provisions on continuity of data exchange, are set out in the Annex to this Protocol.
- (6) The Parties shall start transmitting Electronic Reporting System (ERS) data as referred to in Chapter III of the Annex.

## **Article 13**

### **Functions of the Joint Committee**

- (1) In addition to the function set out in Article 12 of the Agreement, the Joint Committee may deliberate or take decisions by exchange of letters.
- (2) In addition to the function set out in Article 12 of the Agreement, the Joint Committee may take decisions on additional safeguards for the protection of personal data provided for in Article 11.
- (3) Decisions taken by the Joint Committee shall be recorded in minutes signed by the Parties.

## **Article 14**

### **Suspension and review of the payment of the financial components**

Notwithstanding Article 16 of this Protocol, the financial components referred to in Article 4(1)(a)(b) of this Protocol shall be suspended or reviewed after consultation between the two Parties provided that the Union has paid in full any amounts due at the time of suspension:

- if exceptional circumstances, other than natural phenomena, prevent fishing activities in the Seychelles fishing zone;
- following significant changes in the policy of any of the Parties affecting the relevant provisions of this Protocol;
- if the Union ascertains a breach of essential and fundamental elements on human rights as laid out by Article 9 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, as last amended ("the Cotonou Agreement") and following the procedure set out in Articles 8 and 96 thereof. In this case, all fishing activities of the Union vessels shall be suspended.
- triggering of the mechanisms provided for in Article 101(6)(7) of the Samoa Agreement in the event of violation of the essential elements or in serious cases of corruption as defined by that Agreement;
- a major and unresolved dispute between the Parties on the application or interpretation of the Protocol.

## **Article 15**

### **Mid-term Review**

The Parties may decide to conduct a mid-term review to assess the functioning and effectiveness of this Protocol.

## **Article 16**

## **Suspension**

This Protocol may be suspended at the initiative of either of the Parties under the conditions set out in Article 16 of the Agreement.

## **Article 17**

### **Termination**

This Protocol may be terminated at the initiative of either of the Parties under the conditions set out in Article 17 of the Agreement.

## **Article 18**

### **Obligations upon expiry, suspension or termination of this Protocol**

- (1) Following the expiry of this Protocol or its suspension or termination in accordance with Articles 16 and 17 respectively, the Union and Union vessel owners shall continue to be liable for any breach of the provisions of the Agreement or this Protocol or any laws of Seychelles which occurred before the expiry, suspension or termination of this Protocol, or for any fishing authorisation fee or any dues outstanding at the time of such expiry, suspension or termination.
- (2) The Parties shall continue to implement the sectoral support provided under Article 4(1)(b) and Article 5 of this Protocol, notably the monitoring and reporting of the financial and technical execution, and communication actions.

## **Article 19**

### **Provisional application**

This Protocol shall apply provisionally as from the date of its signature by the Parties.

## **Article 20**

### **Duration**

This Protocol shall apply for a period of four years from the date of its provisional application, unless notice of termination is given under Article 17.

## **Article 21**

### **Entry into force**

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

## **Article 22**

### **Authentic texts**

This Protocol is drawn up in duplicate in the Bulgarian, Croatian, Czech, Danish, Dutch, English, Estonian, Finnish, French, German, Greek, Hungarian, Irish, Italian, Latvian, Lithuanian, Maltese, Polish, Portuguese, Romanian, Slovak, Slovenian, Spanish and Swedish languages, each text being equally authentic.

## ANNEX

### CONDITIONS FOR THE PURSUIT OF FISHING ACTIVITIES BY THE UNION VESSELS IN THE SEYCHELLES FISHING ZONE

#### CHAPTER I

#### GENERAL PROVISIONS

##### SECTION 1

##### COMPETENT AUTHORITY

For the purposes of this Annex and Appendices and unless otherwise specified, any reference to a competent authority shall mean:

- For the Union: European Commission, where applicable via the Delegation of the European Union to the Republic of Mauritius and to the Republic of Seychelles (EU Delegation);
- For Seychelles: the Ministry responsible for fisheries, where applicable the Seychelles Fisheries Authority.

##### DEFINITIONS

1. ‘Fishing authorisation’ means a valid entitlement as per the Seychelles legislation to engage in fishing activities in accordance with the terms of that fishing authorisation provided under this Protocol.
2. ‘Bycatch’ means the unintentional capture of species other than tuna and tuna-like species.

##### SECTION 2

##### APPLICATION AND ISSUING OF FISHING AUTHORISATIONS

###### **Conditions for obtaining a fishing authorisation**

1. Only eligible Union vessels may obtain a fishing authorisation to fish in Seychelles’ fishing zone.
2. For a Union vessel to be eligible the following conditions shall be fulfilled:
  - (a) the owner, the master and the vessel itself are not prohibited from fishing in Seychelles;
  - (b) the owner, the master and the vessel itself comply with the laws of Seychelles and they have fulfilled all prior obligations arising from their fishing activities in Seychelles under the Agreement;

- (c) the fishing authorisations referred to in Article 6 of the Agreement are issued on condition that the vessel concerned is entered in the Union register of fishing vessels and in accordance with Regulation (EU) 2017/2403 of the European Parliament and of the Council;
- (d) the vessel concerned is included on the IOTC record of authorised vessels and is not included on the IUU list of IOTC or any other Regional Fisheries Management Organisations (RFMOs).

### **Application for a fishing authorisation**

- 3. All Union vessels applying for a fishing authorisation shall be represented by an agent resident in Seychelles. The name and address of that agent shall be stated in the application.
- 4. The Union shall submit to the competent Seychelles authorities an application for a fishing authorisation for each Union vessel wishing to fish under the Agreement at least 21 calendar days before the expected starting date of fishing activities.
- 5. Fishing authorisations shall be valid for a period of 12 months. Union vessel owners shall pay the full advance fees due for the period of the authorisation.
- 6. The starting date of this period is defined by the date of the provisional application of this Protocol and shall be issued subject to fulfilment of application conditions as laid out in paragraph 7. All subsequent fishing authorisations shall end on the anniversary date of this Protocol.
- 7. Each application for a fishing authorisation shall be submitted to the competent Seychelles authorities on the form drawn up in accordance with 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) a recent digital colour photograph of the vessel, of adequate resolution, showing a detailed lateral view of the vessel including the vessel's name and IOTC identification number visible on the hull;
  - (c) a copy of the vessel's insurance certificate;
  - (d) a copy of the vessel's seaworthiness certificate;
- 8. The advance fees shall be paid into a Seychelles' public account provided by the competent Seychelles authorities. The associated bank transfer costs shall be borne by the provider.

### **Issuing of a fishing authorisation**

- 9. The fishing authorisations shall be issued to the vessels' agent within 15 calendar days of receipt of all documents referred to in paragraph 7 by the competent Seychelles authorities. An authorised Union vessel shall keep on board the original fishing authorisation. Nevertheless, an electronic copy of the fishing authorisation shall be considered equivalent to the original for a maximum period of 60 calendar days after the issuing date of the fishing authorisation.

10. The competent Seychelles authorities shall indicate that the application of the fishing authorisation has been accepted and upload an electronic copy of the signed original in the LICENCE system, the EU IT system for fishing authorisations.

#### **Malfunctioning of the LICENCE system**

11. Where difficulties arise in the transmission of information between the European Commission and the competent Seychelles authorities through the LICENCE system, fishing authorisations shall be exchanged electronically by email until the system is operational again.
12. Each Party shall update the information in the LICENCE system as soon as the system has been restored.

#### **Transfer of a fishing authorisation**

13. A fishing authorisation shall be issued for a specific vessel and shall not be transferable, except for force majeure.
14. Where force majeure is proven, at the request of the Union, a vessel's fishing authorisation may be transferred for the remaining period of its validity to another eligible Union vessel with similar characteristics, with no further fee due.
15. The owner of the first vessel, or the agent of the owner of that vessel, shall return the cancelled fishing authorisation to the competent Seychelles authorities. The Union shall be informed without delay by the competent Seychelles authorities of the cancelled fishing authorisation.
16. The new fishing authorisation shall take effect on the day on which the operator returns the cancelled fishing authorisation to the competent Seychelles authorities. The Parties shall update the list of authorised vessels and the relevant information in the LICENCE system.
17. The calculation of the level of catches for the purpose of determining any additional payment shall take into account the sum of the total catches of the two vessels concerned.

#### **Contacts**

18. All relevant contact details of the Parties are provided in Appendix 2. Any modification to these details will be communicated to the other Party by exchange of letters.

### **SECTION 3 SUPPORT VESSELS**

1. The competent Seychelles authorities shall authorise Union vessels which are holders of a fishing authorisation to be assisted by authorised support vessels. The support vessels shall fly the flag of a Member State of the Union and shall not be equipped for catching fish or be used for transshipments of catches.
2. The number of authorised Union support vessels for the number of authorised Union purse seine vessels in operation shall be in compliance with relevant IOTC

resolutions. In addition, reporting requirements shall comply with relevant IOTC obligations and other relevant national legislative provisions.

3. Support vessels flying the flag of a Member State of the Union shall be subject to the same procedures governing the obtaining and the transmission of fishing authorisation applications as described in Section 2, to the extent applicable to them.

#### SECTION 4 FISHING AUTHORISATION FEES AND ADVANCE PAYMENTS

1. The fee per tonne of tuna and tuna-like species caught in Seychelles' fishing zone to be paid by vessel owners shall be EUR 90.
2. The annual advance payment fee to be paid by the ship-owners at the time of application for a fishing authorisation to be issued by the Seychelles authorities shall be as follows:
  - (a) Tuna purse seine vessels: the advance payment shall be EUR 72 000, which is the equivalent of EUR 90 per tonne for 800 tonnes of tuna and tuna-like species caught within the Seychelles fishing zone.
  - (b) Surface longliners: the advance payment shall be EUR 8 100, which is the equivalent of EUR 90 per tonne for 90 tonnes of tuna and tuna-like species caught within the Seychelles fishing zone.
  - (c) Support vessels: the annual authorisation fee applicable to support vessels is EUR 6 000 per vessel.

#### SECTION 5 ANNUAL STATEMENT OF FEES

1. The competent Seychelles authorities shall draw up a statement of fees due in respect of the catches made in the previous calendar year on the basis of catch declarations submitted by Union fishing vessels, as provided for in Chapter III. For drawing up the statement of fees, the competent Seychelles authorities will utilise the sale receipts, the Electronic Reporting System (ERS) and Vessel Monitoring System (VMS) data, completed logbook for the entire fishing trip, and landing and transshipment records of all fishing trips undertaken during the authorised period. Catch data in the Seychelles fishing zone shall be presented per vessel, per month of catches and per species, with weights expressed in tonnes (three decimals) of live weight equivalent. Conversion factors used, if any, shall be specified in the statement of fees.
2. The Union shall provide the competent Seychelles authorities, before the end of each quarter, with aggregated data for the previous quarters of the current year, indicating the quantities of catches per vessel, per month of catch, and per species, extracted from the European Commission database. Those data shall be considered provisional.
3. The statement of fees will be established using the information required in paragraph 1. The statement of fees shall be sent to the Union before 30th April of the following year. The Union shall transmit it without delay to national authorities of its Member States concerned and subsequent payments by the vessel owners shall be made accordingly within 45 days.

4. The statement of fees shall be reconciled by the Union with the information contained in the Effort Catch Reporting (ECR).
5. Where discrepancies exist between data sets presented by Seychelles and by the Union, the Union shall have 30 days to contest the data received and to submit, on the basis of data provided by the Member States of the Union, an alternative statement of the catches. Such contestation shall clearly identify the specific data being disputed and shall be accompanied by supporting documents such as logbook data, inspections reports and scientific data.
6. The Parties shall endeavour to resolve the disagreement through technical consultations by electronic means. Should the disagreement persist, the Parties shall set-up a technical meeting to settle the matter, within the following 30 days.
7. Once the disagreement is resolved, Seychelles shall establish the final statement of fees reflecting the agreement achieved by exchange of electronic means or by technical meeting. Payments by ship-owners shall be made accordingly within 45 days. The Member States of the Union should inform and send a copy of the proof of payment to the Union when the payment has been made.

## **CHAPTER II CONSERVATION AND TECHNICAL MEASURES**

1. Conservation and technical measures applicable to the Union vessels holding a fishing authorisation for the Seychelles fishing zone, are set out in the technical sheet contained in Appendix 3.
2. Union vessels shall comply with all resolutions adopted by the IOTC and the provisions under the relevant Seychelles legislation unless otherwise provided by the Agreement and this Protocol and in accordance with the principles of international law.
3. The Union vessels shall conduct all authorised fishing activities in a manner which will not disrupt traditional, local-based fisheries.
4. The Parties agree to cooperate for the reduction of incidental catches of marine turtles, marine mammals, whale sharks and other species declared as protected, threatened or endangered including seabirds, and reef fish, and in accordance with IOTC resolutions and recommendations. To this end, the Union vessels shall endeavour to apply technical measures in order to improve the selectivity of fishing gears and to reduce the incidental catch of non-targeted species.
5. To reduce the entanglement of sharks, marine turtles or any other non-targeted species, the Union vessels shall use non-entangling designs and materials in the construction of fish aggregating devices (FADs). In addition, to reduce the impact of FADs on the ecosystem and the amount of synthetic marine debris, the Union vessels shall use natural or biodegradable materials for FADs and retrieve them in the Seychelles waters when they become non-operational FADs within the modalities of the Seychelles legislation.
6. For the purpose of environmental management and observation of marine ecosystems in Seychelles waters, each EU purse seiner vessel shall yearly contribute to the Seychelles environmental fund for an amount of EUR 2,5 per GT. This

contribution shall be paid together with the advanced payment fee and to the same account. Seychelles authorities shall report through the Joint Committee on the utilisation of that contribution.

## **CHAPTER III**

### **CATCH RECORDING AND REPORTING**

#### SECTION 1

#### CATCH RECORDING

##### **Catch recording in the fishing logbook and transmission by ERS of catch data**

1. The master of the Union vessel shall keep a fishing logbook in accordance with the relevant IOTC resolutions. The master shall be responsible for the accuracy of the data recorded in the fishing logbook.
2. All Union vessels shall be equipped with an electronic reporting system (ERS) capable of recording and transmitting data on the vessel's fishing activity ("ERS data").
3. A Union vessel not equipped with an ERS shall not be authorised to enter Seychelles' fishing zone in order to engage in fishing activities. Where the Union vessel is equipped with an ERS, but the ERS is not operational before entering the Seychelles' fishing zone, the Union vessel shall immediately apply the procedure for a malfunctioning ERS set out in Appendix 4, Section 3, paragraph 7, upon entry into the Seychelles' fishing zone.
4. The technical requirements for ERS transmission are set out in Appendix 4.
5. ERS data shall be transmitted using the electronic means of communication managed by the European Commission for exchanging fisheries data in a standardised form as set out in the Appendix 4.
6. If this Chapter is not complied with, the competent Seychelles authorities reserve the right to suspend the fishing authorisation of the offending Union vessel until the vessel is in compliance. The Union and the flag State shall be informed thereof.

#### SECTION 2

#### QUARTERLY REPORTING OF CATCH DATA

1. The Union shall provide the competent Seychelles authorities, before the end of each quarter, with aggregated data for the previous quarters of the current year.
2. The data extracted from the European Commission database shall be presented per vessel, per month of catch, broken down by species identified by their FAO 3 alpha code.

3. Such aggregated data from the fishing logbooks shall be considered provisional until the Union authorities have submitted a final annual statement of catches. Seychelles shall use these data and report any inconsistencies with the data received by ERS in accordance with Section 1 of this Chapter.

## **CHAPTER IV**

### **MONITORING, CONTROL AND SURVEILLANCE**

#### **SECTION 1**

##### **COMMUNICATION ON ENTRY TO AND EXIT FROM THE SEYCHELLES FISHING ZONE**

1. The duration of a trip by a Union vessel shall be defined as one of the following:
  - (a) the period elapsing between entering and leaving the Seychelles fishing zone,
  - (b) the period elapsing between entering the Seychelles fishing zone and a transshipment, or
  - (c) the period elapsing between entering the Seychelles fishing zone and a landing in Seychelles.
2. The Union vessels shall notify the competent Seychelles authorities at least six hours in advance of their intention to enter or exit the Seychelles fishing zone.
3. While notifying entry or exit, Union vessels shall also communicate their position (latitude and longitude) at the time of communication and the tonnage of catches by species kept on board, identified by their FAO 3-alpha code.
4. All Union vessels, provided that they have operated in the Seychelles fishing zone during an entire fishing trip, intending to land or tranship catches in any port, shall provide the competent Seychelles authorities, at least 48 hours in advance of coming to port, a crew list of members, including name, nationality, and position on board.

#### **SECTION 2**

##### **LANDING AND TRANSHIPMENT OF CATCHES**

1. The designated port for landing and transshipment of catches in Seychelles is Port Victoria. Transshipment at sea in Seychelles waters is prohibited.
2. All Union vessels intending to land and tranship catches in the Seychelles designated port shall notify the competent Seychelles authorities at least 48 hours in advance the following information, in accordance with the relevant IOTC Resolutions:
  - (a) the advance notification for port entry,
  - (b) the prior transshipment notification,
  - (c) the transshipment declaration.
3. Landing and transshipment shall be considered as an exit from the Seychelles fishing zone. Union fishing vessels shall therefore submit their landing declarations to the

competent Seychelles authorities, within the same time limits and in the same format as those specified for sending them to the flag State.

4. All Union vessels shall provide the competent Seychelles authorities with relevant sales receipt within 30 days after completion of the sale. The sales receipts to be provided shall contain information relating to quantity by species and size categories.
5. The Parties shall encourage economic cooperation in the fishing and processing industry in order to enhance investments, resource valorisation, job creation and a proper balance between supply and demand. In particular, operators shall ensure reasonable opportunities for Seychelles' processing industry to be adequately supplied with tuna, including the bycatch from Union vessels. Relevant authorities shall deal with the related administrative documents necessary for international trade of fish landed in Seychelles by Union vessels within a reasonable time frame by ensuring adequate controls and verifications in accordance with applicable rules.

### SECTION 3

#### CONTROL AND INSPECTION

##### **Inspection at sea and in port**

1. Inspections at sea, in port or off port in the Seychelles fishing zone on authorised Union vessels holding a fishing authorisation shall be carried out by inspectors from Seychelles who are clearly identified as being authorised to carry out fishing inspections.
2. Before boarding, the authorised officers from Seychelles shall inform the Union vessel of their decision to carry out an inspection. The inspection shall be carried out by a reasonable number of authorised officers, who must provide proof of their identity and official position as an authorised officer before carrying out the inspection.
3. The authorised officers from Seychelles shall only stay on board the Union vessel for the time 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.
4. 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.
5. The master of the Union vessel shall allow the inspectors from Seychelles to come on board and carry out their work.
6. At the end of each inspection, the authorised officer from Seychelles shall draw up an inspection report. The master of the Union vessel shall have the right to include their comments in the inspection report. The inspection report shall be signed by the authorised officer drawing up the report and the master of the Union vessel.
7. The signing of the inspection report by the master shall be without prejudice to the Union vessel owner's right of defence during any infringement procedure. The master of the Union vessel shall cooperate while the inspection procedure is being carried out. If the master of the Union vessel refuses to sign the document, the master of the Union vessel shall specify the reasons for not doing so in writing, and the inspector

shall write "Refused to sign" on it. The authorised officer from Seychelles shall give a copy of the inspection report to the master of the Union vessel before leaving the vessel. The Seychelles authorities shall inform the Union authorities of inspections carried out within 24 hours of their completion and of any infringements found and send the inspection report as soon as possible. If applicable, a copy of the resulting infringement shall be sent to the Union within a maximum of seven days after the authorised officer's return to port.

8. The competent Seychelles authorities may authorise the Union authorities to participate in inspection as an observer.
9. Based on a risk assessment, the Parties may agree to carry out joint inspections on Union vessels, in particular during landing and transshipment operations, to ensure compliance with both Union and Seychelles legislation. In the exercise of their duties, the inspectors deployed by the Parties shall abide by the provisions on the conduct of inspections laid down respectively in the Union and Seychelles legislation. The Parties, in the context of their responsibilities as flag and coastal States, may decide to cooperate on follow-up actions, pursuant to their relevant legislation. In addition, upon request by the Union, the competent Seychelles authorities may authorise fisheries inspectors from Member States of the Union to carry out inspections on Union vessels flying their flag within the limits of their competence under their national law.
10. Where the provisions set out in this Chapter are not complied with, the competent Seychelles authorities reserve the right to suspend the fishing authorisation of the offending Union vessel until formalities have been completed and to apply the penalty laid down in Seychelles' legislation. The flag Member State of the Union and the Union shall be informed thereof.

#### **Participatory monitoring in the fight against IUU fishing**

11. In order to strengthen the fight against IUU fishing, masters of Union 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 and the competent authority of the flag Member State of the Union of the sighting vessel, which shall immediately transmit them to the Union or to the body designated by it.
12. Seychelles shall send to the Union any sighting reports it has on Union vessels engaged in activities which may constitute IUU fishing in the Seychelles fishing zone.

### SECTION 4

#### VESSEL MONITORING SYSTEM (VMS)

1. Vessel position data
  - (a) A Union fishing vessel holding a fishing authorisation under this Protocol shall have on board a fully functioning tracking device which allows that vessel to be automatically located and identified by a vessel monitoring system that

automatically transmits the vessel position data at regular intervals to its flag state's Fisheries Monitoring Centre (FMC).

- (b) The contact points of the flag State and Seychelles FMCs shall exchange all relevant information on the Union vessels' equipment, the transmission protocols and any other functions necessary for satellite monitoring.
- (c) The flag State's FMC shall ensure that Union vessels' positions at every 60 minutes interval are transmitted to the Seychelles FMC for any period during which the Union vessels are present in the Seychelles fishing zone.
- (d) It shall be prohibited to move, disconnect, destroy, damage or render inoperative the continuous tracking device using satellite communications placed on board the vessel for the purposes of data transmission, or to intentionally alter, divert or falsify data transmitted or recorded by such a system.
- (e) The master of the Union vessel shall be deemed responsible if the vessel's tracking device is found to have been tampered with in order to disrupt its operation or falsify its position messages. Any infringement shall be subject to the penalties provided for by the legislation in force in Seychelles.

2. Technical breakdown or failure affecting a Union vessel's monitoring equipment:

- (a) A vessel with defective tracking device shall not enter Seychelles' fishing zone in order to engage in fishing activities.
- (b) In the event of a technical or communication failure or non-functioning of the vessel tracking device on a Union fishing vessel while in the Seychelles' fishing zone, the defective equipment shall be repaired or replaced within 25 days of the failure being notified by the flag State to Seychelles' FMC. After that period, the Union vessels concerned shall return to a port designated by the competent Seychelles authorities or leave the Seychelles fishing zone. On arrival at the designated port, the concerned vessels shall have the defective material repaired or replaced.
- (c) The master of the Union vessel fishing in the Seychelles fishing zone shall, from the time the event is detected or from when they are informed by an error notification of the system, whichever is the earlier, shall communicate the current vessel position data to the FMC of the flag EU Member State of the Union at least once every four hours.

3. Revision of the frequency of position messages:

Seychelles FMC may ask the flag State's FMC to reduce the interval for sending a vessel's position messages to 30 minutes for a set period of investigation, copying the Union and attaching relevant information pointing towards a presumed infringement. The flag State's FMC shall, without delay, send the vessel's position messages at the new reporting interval. At the end of the set investigation period, Seychelles FMC shall inform the flag State's FMC and the Union of the outcome of its investigations and of any follow-up required.

4. Secure communication of position messages to Seychelles:
  - (a) The arrangements for secure communications are set out in Appendix 4.
  - (b) Seychelles shall process data on each Union vessel activity in a confidential and secure manner.
  
5. Protection of VMS data:

All monitoring data communicated by one Party to the other Party in accordance with these provisions shall be used exclusively for:

  - (a) Monitoring, control and surveillance by the competent Seychelles authorities of the Union fishing vessels under the Agreement, and
  - (b) Research studies carried out by Seychelles in the context of fisheries management and development.

Such data shall not be disclosed to third parties, unless one of the Parties is required by law to do so or with prior written consent from the Union.

## SECTION 5

### ELECTRONIC MONITORING SYSTEM / REMOTE ELECTRONIC SYSTEM

The Joint Committee shall discuss the possible development of an electronic monitoring system (EMS) or remote electronic monitoring (REM) on board of Union vessels fishing under this Protocol.

## CHAPTER V

### EMBARKING OF SEYCHELLES FISHERS

#### **Required number of fishers to be taken onboard**

1. Each Union purse seine vessel shall embark during its trip in the Seychelles fishing zone at least two qualified Seychelles fishers designated by the Union vessel owner or its agent, from the names on a list to be maintained and submitted by the competent Seychelles authorities.
2. The fishers to be taken on board shall meet the requirements as set out in Appendix 5.
3. The competent Seychelles authorities shall provide the Union vessel owners or their agents and the EU Commission on a monthly basis with the list of qualified fishers designated by the competent Seychelles authorities.
4. The Union vessel owner will be relieved from the obligation foreseen in point 1, in the following circumstances:
  - (a) The competent Seychelles authorities fail to provide for the list referred to in point 3;

- (b) The Seychelles fisher employed fails to report on the date and time agreed for embarkation;
  - (c) The Union fishing vessel embarks at least one trainee per fishing trip. The eligible trainee could be designated by the agent of the Union vessel, in agreement with the Union vessel owner, from the names on the list submitted by the competent Seychelles authorities.
5. The fishing vessel owner or its agent shall draw up, date and sign a crew list that complies with Form 5 of the IMO Convention on Facilitation of International Maritime Traffic (FAL Convention) and send a copy to the competent Seychelles authorities prior to departure for a fishing trip.

### **Working conditions**

6. The conditions under which the fishers are taken on board shall comply with the flag State law transposing Council Directive (EU) 2017/159, including as regards the hours of work or hours of rest, the rights of repatriation, and the occupational health and safety.

### **Fisher's employment contract**

7. For each fisher engaged on board a Union vessel pursuant to point 1, a written employment contract shall be negotiated and signed by both the fisher and the employer. That contract, signed by both Parties, must be submitted to the competent Seychelles authority.
8. This employment contract shall comply with the requirements of the flag State law transposing Council Directive (EU) 2017/159.

### **Remuneration of fishers**

9. Where Seychelles fishers are embarked, their labour costs shall be borne directly by the Union vessel owner, its representative or its agent.
10. Seychelles fishers shall receive guaranteed monthly or regular remuneration, preferably paid by bank transfer, irrespective of the actual amount of fish caught and/or sold.
11. The remuneration shall be fixed by mutual agreement between the fishing vessel owners or their agents and the fishers and/or their trade unions or representatives. Where no collective bargaining agreement has been concluded, the minimum wage, before the addition of bonus, granted to Seychelles fishers shall under no circumstances be inferior to the terms set by the Subcommittee on Wages of Seafarers of the Joint Maritime Commission of the ILO.
12. Seychelles fishers shall bear no cost associated with the payments received. Seychelles fishers shall be given means to transmit all or part of the payments received, including advances, to their families, at no cost.
13. The Seychelles fisher shall receive a payslip for every settlement of remuneration and, if (s)he requests it, a proof of payment of the remuneration.

### **Social security**

14. Seychelles shall ensure that Seychelles fishers subject to this agreement and their dependants to the extent provided in national laws, are entitled to benefit from social security protection.

### **Compliance with this Chapter**

15. The competent authorities of both Parties shall ensure that the legislation applicable to fishers is easily accessible in a comprehensive, transparent and free of charge manner.
16. The competent Seychelles authorities and the authorities of the Union flag State shall ensure the proper implementation of this Chapter in line with their obligations under international law and in accordance with the obligations as established in this Chapter.
17. All Seychelles fishers employed on-board Union vessels shall report to the master of the vessel designated on the day before their agreed embarkation date and time.
18. Where the number of Seychelles qualified fishers on-board of Union vessels does not reach the minimum level as provided in point 1 and the conditions referred in point 4 are not met, the Union vessel owner shall pay a flat-rate compensation of EUR 35 for each non-embarked fishers per day of fishing activities in the Seychelles fishing zone. The flat rate amount shall be paid to the competent Seychelles authorities at the latest within 90 days from the end of the validity period of the fishing authorisation.

## **CHAPTER VI**

### **OBSERVERS**

#### **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 to such schemes.

#### **Designated vessels and observers**

2. The Union purse seine vessels authorised to fish in the Seychelles fishing zone under the Agreement shall, at the request of the competent Seychelles authorities, embark one observer, in the context of a national or regional observation programme under the terms set out in this Chapter. The embarkation of additional observers shall also be considered subject to a case-by-case agreement.
3. The competent Seychelles authorities shall draw up a list of Union purse seine vessels designated to embark an observer and a list of appointed 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 Union authorities 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 observer to the agent of the Union vessel concerned not later than 15 days before the 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 observers programme, the observer may remain on board for a mutually agreed extended period. The competent Seychelles authorities shall inform the agent of the Union vessel thereof when notifying the name of the designated observer.
6. The conditions for embarkation of observers shall be agreed between the Union vessel owners and the competent Seychelles authorities after the notification of the designated observers.
7. Where observers are to be embarked in Seychelles, within two weeks and giving 10 days' notice, the Union vessel owners concerned shall make known at which port or location, and on what dates they intend to be embarked.
8. Where observers are to be embarked in a foreign port, their travel costs shall be borne by the Union vessel owner. If a vessel with an observer from Seychelles on board leaves Seychelles waters, all measures shall be taken to ensure the safe return of the observer to Seychelles as soon as possible at the expense of the Union vessel owner.
9. If an observer is not present at the time and place agreed or during the six hours following the time agreed, Union vessel owners shall be relieved of their obligation to embark the observer.
10. Union vessel owners shall bear the cost of providing board and accommodation for observers in the same conditions as for the officers on board the vessel.
11. Observers shall be treated as officers.
12. The salary and applicable taxes of the observers shall be borne by the competent Seychelles authorities.

### **Observers' duties**

13. Observers shall observe and record the fishing activities of the 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 Union 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 bycatches and an estimation of discards;
  - (e) where relevant, processing, transshipment, storage, or disposal of any fish.

14. Observers shall maintain a regular communication channel with the competent Seychelles authorities, making use of the communication means available on board the Union vessel.
15. In addition, 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.
16. The masters of Union vessels shall do everything reasonably practicable to ensure the physical safety and welfare of observers while on board.
17. Observers shall be offered every facility needed to carry out their duties. The master of the Union 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 observers.

### **Observers' obligations**

18. While on board, observers shall:
  - (a) take all appropriate steps to ensure that the conditions of their boarding and presence on the Union 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 the Union vessel and its activities and any information collected.
19. At the end of the embarkation and before leaving the Union vessel, the observer shall draw up an activity report to be transmitted to the competent Seychelles authorities, with a copy to the Union authorities within 15 days. The report shall be signed by the observer. A copy of the report shall be handed to the master of the Union vessel when the observer leaves that vessel.

## **CHAPTER VII**

### **INFRINGEMENT**

#### **SECTION 1**

##### **HANDLING OF INFRINGEMENT**

1. Any presumed infringement committed by a Union vessel in Seychelles' fishing zone must be notified by the competent Seychelles authorities to the Union by all appropriate means within 24 working hours.
2. Once an infringement has been recorded in the statement drawn up by the Seychelles competent authorities, the master of the Union vessel shall sign that statement. If the master refuses or is prevented from signing, this shall be recorded in the statement.

3. The master's signature, or the lack thereof, shall not prejudice the rights of the master or any defence which the master may make to contest the alleged infringement.
4. The statement of infringement shall be sent to the Union and the flag State within seven working days of the issuance of the statement.

#### **Arrest and detention of Union vessels**

5. The competent Seychelles authorities shall immediately inform the Union and the flag Member State of the Union, of the arrest or detention of any Union vessel operating under the Agreement and shall transmit a copy of the inspection report, detailing the circumstances and reasons of the arrest or detention within 48 hours.

### SECTION 2 DIVERSION OF A VESSEL – INFORMATION MEETING

1. Any Union vessel presumed of having committed an infringement may be required to cease its fishing activity and, if necessary, where the vessel is at sea, to return to a port in Seychelles specified by the competent Seychelles authorities. The Union vessel in breach of Seychelles regulations shall be detained in port until completion of the formalities provided for by those regulations.
2. The competent Seychelles authorities shall notify the Union within 24 hours of any diversion of a Union vessel. That notification shall be accompanied by documentary evidence of the presumed infringement.
3. Whilst respecting the deadlines and procedures of legal proceedings as provided for by the laws of Seychelles relating to diversion, arrest or detention, upon receipt of the information on the presumed infringement, a consultation meeting shall be held between the Union authorities and the competent Seychelles authorities, possibly attended by a representative of the concerned Member State of the Union.
4. At the consultation meeting, the Parties shall exchange any relevant documentation or information helping to clarify the circumstances of the established facts. The vessel owner or its agent shall be informed of the outcome of the meeting and of any measures resulting from the diversion, arrest or detention.

### SECTION 3 OUT OF COURT SETTLEMENT OF OFFENCE THROUGH COMPOUNDING PROCEDURE

1. The penalty for the infringement found shall be set by Seychelles in accordance with Seychelles' legislation.
2. Where settling the infringement involves legal proceedings, and provided that the infringement does not involve a criminal act, a compounding procedure between the competent Seychelles authorities and the operator or their representative may take place in accordance with the Seychelles' fisheries legislation to determine the terms and level of the penalty. Representatives of the vessel's flag State and the Union may participate in this compounding procedure.

3. The Union vessel shall be released and its master discharged once the obligations arising under a compounding procedure have been fulfilled and the proceedings have been completed.

## APPENDICES

Appendix 1: Information for fishing authorisation obtention for Union fishing and support vessels.

Appendix 2: Contact details for the transmission of information.

Appendix 3: Technical sheet for Union vessels conducting fishing activities in Seychelles.

Appendix 4: Technical requirements for implementation of the Vessel Monitoring System (VMS) and the System for Recording Fishing Activities (ERS).

Appendix 5: Minimum requirements to be engaged as fishers on Union vessels.

Appendix 6: Detailed implementation provisions for sectoral support.

Appendix 7: Processing of personal data.

*Appendix 1*

**INFORMATION TO BE PROVIDED WHEN APPLYING FOR A FISHING AUTHORISATION UNDER  
THIS PROTOCOL**

Unless otherwise specified, the following information must be provided regarding the applicant, the vessel owner, identification of the vessel, its technical data and the period applied for.

Name of applicant

Telephone number of applicant

Email address of applicant

Name of vessel owner

Town and country of residence of the vessel owner

Name of the owner or up to a maximum of five main beneficial owners of the vessel

Town and country of residence of the owner or up to a maximum of five main beneficial owners of the vessel

Name of master

Nationality of master

Email address of master

Name and address of local agent

Name of vessel

Flag State

Port of registration

Date of current flag registration

Previous flag (if any)

Place of construction

Date of construction

External marking

IRCS

MMSI

IMO Number

IOTC Number

Radio Call frequency (HF and VHF)  
Satellite telephone number  
Length overall (LOA in metres)  
Beam overall (BOA in metres)  
Tonnage (expressed in GT)  
Type of vessel (Purse Seine, Longliner, Support Vessel)  
Hull material  
Type of engine  
Engine power (KW)  
Engine Make  
Number of crew  
Conservation method on board  
Processing capacity per day (24 hours) in tonnes  
Number of fish holds  
Total capacity of fish holds (m3)  
VMS manufacturer  
VMS model  
VMS serial number  
Satellite operator  
Designated port for transshipment and landing of catch  
Requested authorisation start date  
Requested authorisation end date

## *Appendix 2*

### CONTACT DETAILS FOR THE TRANSMISSION OF INFORMATION UNDER THIS PROTOCOL

#### **For the European Union:**

- Fishing authorisations: [MARE-LICENCES@ec.europa.eu](mailto:MARE-LICENCES@ec.europa.eu)
- LICENCE system: <https://webgate.ec.europa.eu/licence>
- Aggregated catches: [MARE-CATCHES@ec.europa.eu](mailto:MARE-CATCHES@ec.europa.eu)
- UN/FLUX help desk: [MARE-FISH-IT-SUPPORT@ec.europa.eu](mailto:MARE-FISH-IT-SUPPORT@ec.europa.eu)
- VMS/ERS contact: [MARE-FISH-IT-SUPPORT@ec.europa.eu](mailto:MARE-FISH-IT-SUPPORT@ec.europa.eu)

#### **For Seychelles:**

- Fishing authorisations: [licence@sfa.sc](mailto:licence@sfa.sc)
- LICENCE system: [licence@sfa.sc](mailto:licence@sfa.sc)
- Aggregated catches: [hod.statistics@sfa.sc](mailto:hod.statistics@sfa.sc)
- UN/FLUX helpdesk: [monitoring@sfa.sc](mailto:monitoring@sfa.sc)
- VMS/ERS contact: [monitoring@sfa.sc](mailto:monitoring@sfa.sc)
- General Monitoring, Control and Surveillance (MCS) enquiries: [fmcs@sfasc.sc](mailto:fmcs@sfasc.sc)

Appendix 3

TECHNICAL SHEET FOR UNION VESSELS CONDUCTING FISHING ACTIVITIES IN SEYCHELLES

<b>Fishing zone:</b>	
Beyond 12 nautical miles from the baseline, excluding zones prohibited for fishing.	
<b>Authorised categories:</b>	
Tuna purse seine vessels	
Surface longliners	
Support vessels	
<b>Fees and tonnage:</b>	
<b>Price per tonne</b>	EUR 90 per tonne
<b>Annual advance fee (including all national and local charges except port taxes and service charges) and tonnage covered</b>	Tuna purse seiner vessels: EUR 72 000 per year, corresponding to 800 tonnes Surface longliners vessels: EUR 8 100 per year, corresponding to 90 tonnes
<b>Fee per additional tonne caught</b>	Tuna purse seine vessels and surface longliners: EUR 90 per tonne
<b>Number of vessels authorised to fish</b>	— 30 tuna purse seine vessels — 8 surface longliners
<b>Support vessel authorisation fee</b>	EUR 6 000 per vessel per year.
<b>Environmental management and observation of marine ecosystems contribution</b>	EUR 2,5 per GT (purse seine vessels only) per year.

**TECHNICAL REQUIREMENTS FOR IMPLEMENTATION OF THE VESSEL MONITORING SYSTEM (VMS) AND THE SYSTEM FOR RECORDING FISHING ACTIVITIES (ERS)**

SECTION 1

COMMON PROVISIONS ON THE TRANSMISSION OF VESSEL POSITION DATA AND ON ERS DEPLOYMENT BY THE PARTIES; BUSINESS CONTINUITY

1. If a technical failure occurs and affects transmission of the Union vessel position data or fishing activity data ("ERS data") between the Parties' FMCs, the Union vessel affected by the failure shall not be considered to be non-compliant.
2. The Parties shall set up a connection based on the FLUX Transportation Layer software provided by the European Commission and shall use the UN/FLUX format. The competent Seychelles authorities shall ensure that its electronic system is compatible with that of the Union system.
3. The Parties shall undertake acceptance testing of the UN/FLUX format, using the EU standard logbook (Fishing Activities Implementation Document version 3.0) within 10 months from the date of signature of this Protocol.

After this period, the Parties will work towards an implementation of an UN/FLUX, incorporating the full data set outlined in section 3, within 24 months of the signature of the Protocol.

4. Until that date, position data of Union vessels and ERS data shall be sent using the formats and arrangements already in place when this Protocol starts to apply.
5. The FMCs of the flag State and Seychelles and the Union shall exchange their contact email addresses and shall inform each other without delay of any changes to these addresses.
6. The FMCs of the flag State and Seychelles and the Union shall inform each other as soon as possible of any interruption in the automatic transmission of data; or, in the event of any maintenance operations lasting more than 48 hours, shall endeavour to restore automatic transmission and shall notify the other Party as soon as it has been restored. The Joint Committee shall deal with any dispute that may arise.
7. If the interruption lasts for more than 48 hours, the FMC of the flag State shall, in the meantime, provide data by email every 24 hours until automatic transmission resumes. This arrangement may be requested from the flag State's FMC by Seychelles' FMC if the malfunction concerns the latter's system and persists beyond 48 hours despite its best efforts to repair it.
8. Data affected by the interruption shall also be resent using automatic transmission systems once these have been restored.
9. Each Party shall ensure that the data is consistent; in particular, they shall see to it that suitable filters are integrated into their systems and applied to the data to ensure that only data relating to fishing activities in Seychelles' fishing zone are taken into account.

## SECTION 2

### TECHNICAL REQUIREMENTS FOR VMS DATA TRANSMISSION

1. Vessel position data – vessel monitoring system
  - 1.1. The flag State's FMC shall ensure that vessel position data are automatically processed and electronically transmitted, using the centralised connection provided by the Union. The vessel position data must be recorded in a secure manner and kept by the Parties for a period of three years.
  - 1.2. Vessel positions shall be given with a margin of error of less than 100 metres and a confidence interval of 99 %.
  - 1.3. The first position recorded after entry into Seychelles' fishing zone shall be identified by the code "ENT" (NAF) or "ENTRY" (UN/FLUX). All subsequent positions shall be identified by the code "POS", with the exception of the first position recorded after leaving Seychelles' fishing zone, which shall be identified by the code "EXI" (NAF) or "EXIT" (UN/FLUX)

2. Transmission by the vessel in the event of breakdown of the vessel monitoring device

Vessels fishing in Seychelles' fishing zone with a defective vessel tracking device shall send their position messages by email to the flag State's FMC at least every four hours and shall provide all the mandatory information. The flag State's FMC shall inform Seychelles' FMC of this change. Position data shall then be transmitted at that frequency.

Seychelles' FMC shall inform the flag State's FMC and the Union of any interruption in the reception of position messages from a vessel holding a fishing licence where the vessel concerned has not notified its exit from Seychelles' fishing zone.

3. Structure of messages in NAF communicating vessel position data to Seychelles:

Data element	Code	Mandatory (M) / Optional (O)	Content
Start of record	SR	M	System detail indicating start of record
Addressee	AD	M	Message detail – Addressee alpha-3 country code (ISO-3166)
From	FR	M	Message detail – Sender alpha-3 country code (ISO-3166)
Flag State	FS	M	Message detail – Flag State alpha-3 code (ISO-3166)
Type of message	TM	M	Message detail – Type of message (ENT, POS, EXI, MAN)
Radio call sign (IRCS)	RC	M	Vessel detail – Vessel international radio call sign (IRCS)
Party's internal reference number	IR	O	Vessel detail – Unique number assigned by the party to identify the vessel

Unique vessel identifier (IMO number)	IM	M	Vessel detail – IMO number Mandatory if the ship has such a number
External registration number	XR	M	Vessel detail – number on side of vessel (ISO 8859.1)
Latitude	LT	M	Vessel position details – Latitude of position in decimal degrees (WGS84) $\pm$ DD.ddd. Positive numbers for the northern hemisphere; negative numbers for the southern hemisphere. The plus sign (+) does not need to be transmitted. Non-significant zeros may be omitted. The value must be between $-90$ and $+90$ .
Longitude	LG	M	Vessel position details – Longitude of position in decimal degrees (WGS84) $\pm$ DD.ddd. Positive numbers for the northern hemisphere; negative numbers for the southern hemisphere. The plus sign (+) does not need to be transmitted. Non-significant zeros may be omitted. The value must be between $-180$ and $+180$ .
Course	CO	M	Vessel course 360° scale
Speed	SP	M	Vessel speed in tenths of knots
Date	DA	M	Vessel position detail – Date of record of UTC position (YYYYMMDD)
Time	TI	M	Vessel position detail – Time of recording UTC position (HHMM)
End of record	ER	M	System detail indicating end of record

4. Once the new UN/FLUX format and transmission via the FLUX Transportation Layer have been effectively implemented, VMS data shall be transmitted in accordance with the format and processes set out in the implementation document made available on the European Commission's internet site and the NAF format shall be discontinued.

5. Protection of VMS data

All monitoring data communicated by one Party to the other Party in accordance with these provisions shall be used exclusively for:

- monitoring, control and surveillance by Seychelles' authorities of the Union fleet fishing under the Agreement, and
- research studies carried out by Seychelles in the context of fisheries management and development.

## SECTION 3

### TECHNICAL REQUIREMENTS FOR IMPLEMENTATION OF THE SYSTEM FOR RECORDING FISHING ACTIVITIES AND REPORTING ERS DATA

1. When in Seychelles' fishing zone, the master of a Union vessel holding a fishing authorisation issued under this Protocol shall:
  - (a) record each entry into and exit from Seychelles' fishing zone by a specific message, indicating the quantities of each species held on board at the time of such entry into or exit from Seychelles' fishing zone, and the date, time and position of such entry or exit. This message shall be transmitted to Seychelles' FMC by ERS or by other means of communication no later than two hours before the entry or exit. In case no catches are on board, nil-catches shall be reported;
  - (b) record daily the position of the vessel at noon if no fishing activity has been carried out;
  - (c) for each fishing operation carried out, record the date, time and position of that operation, the gear type and the quantity of each species caught, distinguishing between catches retained and discarded. Each species shall be identified by its FAO 3-alpha code; quantities shall be expressed in kilograms of live weight and, if necessary, in terms of the number of individual fish. In case no catches were taken, nil-catches shall be reported.

After the UN/FLUX transition is completed, all entries shall be made in accordance with the data fields and structure specified in the ERS Fishing Activity and Well Plans Reporting Template (Metadata).

#### ERS Fishing Activity & Well Plans Reporting Template (Metadata)

Category	Field Name	Field Type	Notes
Departure Details	Port of Departure	Text	Name of the port where the trip begins
Departure Details	Departure Date	Date	Format: DD/MM/YYYY
Departure Details	Departure Time	Time (24hr)	Use 24-hour notation (e.g., 1615 for 4:15 PM)
Arrival Details	Port of Arrival	Text	Name of the port where the trip ends
Arrival Details	Arrival Date	Date	Format: DD/MM/YYYY
Arrival Details	Arrival Time	Time (24hr)	Use 24-hour notation
Vessel Information	Name of Master	Text	Full name of the vessel's master
Vessel Information	Trip Number	Number/Text	Unique trip number for the year
Vessel	Name of Vessel	Text	Registered name of the vessel

Information			
Vessel Information	Call Sign	Text	Vessel's radio call sign
Vessel Information	Flag of Vessel	Text	Country flag under which the vessel is registered
Fishing Activity	Activity Start Date	Date	Local time zone, format: DD/MM/YYYY
Fishing Activity	Activity Start Time	Time (24hr)	Use 24-hour notation
Fishing Activity	Vessel Position Latitude Degree	Number	Degrees and minutes format
Fishing Activity	Vessel Position Latitude Minute	Number	Degrees and minutes format
Fishing Activity	Vessel Position Latitude N/S	Text	North or South
Fishing Activity	Vessel Position Longitude Degree	Number	Degrees and minutes format
Fishing Activity	Vessel Position Longitude Minute	Number	Degrees and minutes format
Fishing Activity	Vessel Position Longitude W/E	Text	West or East
Fishing Activity	Set Status	Dropdown	Options: Successful, Null
Fishing Activity	Well Number	Text/Number	Identifier for the well used
Fishing Activity	Catch - Yellowfin (Weight Category)	Number	As per "Species category"
Fishing Activity	Catch - Yellowfin (Mt)	Number	Metric tons
Fishing Activity	Catch - Bigeye (Weight Category)	Number	As per "Species category"
Fishing Activity	Catch - Bigeye (Mt)	Number	Metric tons
Fishing Activity	Catch - Skipjack (Weight Category)	Number	As per "Species category"
Fishing Activity	Catch - Skipjack (Mt)	Number	Metric tons
Fishing Activity	Catch - Albacore (Weight Category)	Number	As per "Species category"
Fishing Activity	Catch - Albacore (Mt)	Number	Metric tons
Fishing Activity	Catch - Other Species	Text	One row per species

	Name		As per "Species List"
Fishing Activity	Catch - Other Species (Weight Category)	Number	As per "Species category"
Fishing Activity	Catch - Other Species (Mt)	Number	Metric tons
Fishing Activity	Catch - Discards Species Name	Text	One row per species As per "Species List"
Fishing Activity	Catch - Discards Species (Weight Category)	Number	As per "Species category"
Fishing Activity	Catch - Discards Species (Mt)	Number	Metric tons
Fishing Activity	Set Associations	Multi-select	As per "Associations"
FAD Activity	FAD Activity Type	Dropdown	As per "REFERENTIALS"
FAD Activity	FAD Type	Dropdown	As per "REFERENTIALS"
FAD Activity	FAD ID	Text	Unique identifier
FAD Activity	Buoy Type	Dropdown	As per "REFERENTIALS"
FAD Activity	Buoy ID	Text	Unique identifier
Environmental Details	Sea Surface Temperature (°C)	Number	In degrees Celsius
Environmental Details	Current Direction	Text	Compass direction
Environmental Details	Current Speed (knots)	Number	In knots
Environmental Details	Wind Direction	Text	Compass direction
Environmental Details	Wind Speed (knots)	Number	In knots
Observations	Observations	Text (Long)	Any additional notes or observations
Well Plans	Set Date	Date	Date of the set placed in the well
Well Plans	Set Number	Number	Sequential number of the set
Well Plans	Yellowfin <10kg	Number	Weight in metric tons
Well Plans	Yellowfin >10kg	Number	Weight in metric tons

Well Plans	Bigeye <10kg	Number	Weight in metric tons
Well Plans	Bigeye >10kg	Number	Weight in metric tons
Well Plans	Skipjack Weight (Mt)	Number	Weight in metric tons
Well Plans	Other Species Weight (Mt)	Number	Weight in metric tons
Well Plans	Total Weight for the Well (Mt)	Number	Sum of all weights for the set in the well

- (d) transmit daily to its flag State, no later than at 24:00, the data recorded in the electronic fishing logbook; these data shall be transmitted for each day spent in Seychelles' fishing zone, even where no catch has been taken. They shall also be transmitted before each exit from Seychelles fishing zone.
2. The flag State's FMC shall make the ERS data available to Seychelles' FMC. The flag State's FMC shall transmit instant ERS messages (notification of entry into Seychelles' fishing zone, notification of exit from Seychelles' fishing zone, notification of arrival in port) to Seychelles' FMC automatically and without delay. Other ERS messages from the vessel shall be automatically transmitted once a day.
  3. Until the end of the testing phases provided for in Section 1:
    - data shall be transmitted via the Data Exchange Highway (DEH) in EU-ERS (v 3.1) format1,
    - notifications of transshipments shall be made by email to the competent Seychelles authority,
    - only instant messages ("notification of entry into the zone" – COE, "notification of exit from the zone" – COX, "notification of arrival in port" – “prior notification of arrival”, PNO) shall be transmitted automatically and without delay. Other types of messages shall be made available by means of an automatic request by Seychelles' FMC.
  4. Once the new UN/FLUX format and transmission via the FLUX Transportation Layer have been effectively implemented:
    - the practice of making messages available upon request shall concern only specific requests for historical data,
    - ERS data shall be transmitted in accordance with the format and processes set out in the implementation document available on the European Commission's internet site.
  5. Seychelles' FMC shall confirm receipt of instant ERS data sent to it by means of a return message acknowledging receipt and confirming the validity of the message received. For ERS data exchanged via the DEH, no acknowledgement of receipt shall be provided for data that Seychelles' FMC receives in response to a request it has submitted itself.
  6. Where a defect occurs in the transmission between the vessel and the flag State's FMC, the flag State's FMC shall notify the master or operator of the vessel or their representative(s) without delay. On receipt of this notification, the master of the

vessel shall transmit the missing data to the competent authorities of the flag State by any appropriate means of telecommunication every day by 24:00 at the latest.

7. In the event of a malfunction of the electronic transmission system installed on board the vessel, the master or the operator of the vessel shall ensure that the ERS is repaired or replaced within 25 days of detecting the malfunction. Once that deadline has passed, the vessel shall no longer be authorised to fish in Seychelles' fishing zone and must leave it or call at a port in Seychelles within 24 hours. The vessel shall not be authorised to leave that port or return to Seychelles' fishing zone until the FMC of its flag State has established that the ERS is functioning correctly again.

**MINIMUM REQUIREMENTS TO BE ENGAGED AS FISHERS ON UNION VESSELS**

The competent Seychelles authorities shall ensure that Seychelles fishers included on the list of fishers eligible to be employed on Union purse seine vessels, as identified in Chapter V in the Annex to the Protocol, meet all of the following requirements:

1. The minimum age for assignment to activities on board fishing vessels shall not be less than 18 years.
2. The fisher shall have a valid medical certificate, issued by a duly qualified medical practitioner, stating at a minimum that:
  - (a) The hearing and sight of the fisher are satisfactory for the fisher's duties on the vessel, and
  - (b) The fisher is not suffering from any medical condition likely to be aggravated by service at sea or to render the fisher unfit for such service or to endanger the safety or health of other persons on board.
3. The medical certificate shall be valid for a maximum period of two years. If the period of validity of a certificate expires in the course of a voyage, the certificate shall remain in force until the end of that voyage.
4. The fisher shall be qualified according to the International Convention on Standards of Training, Certification and Watchkeeping for Seafarers (STCW) to certify inter-alia basic safety training such as:
  - (a) Personal survival techniques and personal safety,
  - (b) Firefighting and fire prevention,
  - (c) Elementary first aid.
5. The fisher should possess the necessary skills and experience to operate on purse seine vessels, in particular regarding the awareness of dangers associated with fishing operations, and where applicable, the knowledge in the use of the fishing equipment.

**DETAILED IMPLEMENTING PROVISIONS FOR SECTORAL SUPPORT**

**Transparency and traceability of sectoral support**

1. Seychelles shall reflect in its adopted annual budget the financial contribution amount related to Sectoral Support transferred by the Union to Seychelles under the Sustainable Fisheries Partnership Agreement (SFPA).

**Programming and implementation of sectoral support**

2. Seychelles shall develop a proposal for a multiannual sectoral programme, for the use of the financial contribution for the sectoral support, covering the duration of the Protocol. It shall also develop a detailed proposal for an annual sectoral programme for the use of the financial contribution for the sectoral support for the first and subsequent years of the Protocol.
3. The sectoral programmes shall focus on a number of actions which are aligned with national priorities. It shall take into account the capacity of Seychelles to manage, implement and report on the use of the financial contribution for the Sectoral Support.
4. The sectoral programmes shall identify the (i) priority areas; (ii) objectives (iii) activities to be financed; (iv) indicators; (v) targets; (vi) funds allocated to each action; and (viii) sources of verification.
5. The Joint Committee (JC) shall discuss, amend if appropriate and adopt the proposals for the multiannual sectoral programme and for the first annual sectoral programme during its first meeting following the start of the provisional application of the Protocol. This first meeting shall take place no later than 60 days after the start of the Protocol's provisional application.
6. For each of the second and following years, Seychelles shall present an annual sectoral programme to the Union no later than 30 days before the JC's meeting.
7. Seychelles shall be responsible for the implementation of the adopted multiannual and annual sectoral programmes.

**Monitoring, reporting and evaluation of sectoral support**

8. Seychelles shall closely monitor the implementation of the sectoral programmes.
9. The EU Fisheries Attaché responsible for Seychelles shall regularly visit Seychelles in order to assess, together with the relevant national authorities, the progress made in implementing the multiannual sectoral programme. During these visits, the EU Fisheries Attaché shall have timely access to any document that the EU Fisheries Attaché considers necessary to verify progress. Access to documents shall not include information that is confidential or that concerns national interests.
10. Seychelles shall prepare annual progress reports on the implementation of the sectoral programme. It shall submit them to the Union no later than 30 days before the JC's meeting.
11. The annual progress reports shall describe the actions that have been implemented and the progress that has been made towards achieving the targets for each of the

selected indicators. They shall also describe any difficulties that have been experienced, as well as any corrective measures that have been taken and the results of such corrective measures. The sources of verification listed in the multiannual sectoral programme shall be shared with the JC when practical and relevant.

12. The annual progress reports shall contain the level of financial execution of the financial contribution for the sectoral support. In this regard, the supporting financial documents relating to budget execution of the financial contribution for the sectoral support shall be made available.
13. The annual progress reports shall provide all the information the JC needs in order to make informed decisions regarding the disbursement of subsequent annual instalments of the financial contribution for the sectoral support.
14. Seychelles shall also submit to the JC, within 90 days of the expiry of this Protocol, a final report on the implementation of the sectoral support provided for by this Protocol, in addition to the last annual progress report.
15. Where necessary, the Parties shall continue to monitor the implementation of the sectoral support after the Protocol expires or is suspended. They shall carry out any such monitoring in accordance with the provisions of the Protocol.
16. Where necessary the JC may agree that Seychelles undertake an external independent evaluation financed by the financial contribution for the sectoral support to assess the results of the multiannual sectoral programme under the terms of reference approved by the JC.
17. Checks and controls on the use of funds from the financial contribution for the sectoral support may be carried out by the audit and control bodies of each Party, including the European Court of Auditors and the European Anti-Fraud Office. This shall include a right of access to information, documents and beneficiary sites and facilities.

#### **Criteria and process for the disbursement, suspension and recovery of the financial contribution for the sectoral support**

18. The Union shall pay the financial contribution for the sectoral support to Seychelles in annual instalments.
19. The financial contribution for the sectoral support for the first year of the Protocol's application shall be paid in full no later than 30 days after the JC adopts the multiannual sectoral programme.
20. The financial contribution for the sectoral support for the second and subsequent years of the Protocol's application shall only be paid if all the following four conditions are met:
  - (a) The completion of any external independent financial audit agreed by the JC and financed by the contribution for the sectoral support.
  - (b) The latest available budget execution information states a financial execution<sup>1</sup> and engagement<sup>2</sup> of at least 75% of the funding received to date.

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<sup>1</sup> Actual expenditure.

<sup>2</sup> Committed funds for an action (e.g. contracted funds) where payment is yet to be made. The action itself can be at various stages of execution.

- (c) Sectoral support actions are implemented in accordance with the multiannual sectoral programme. The agreed indicators shall serve as the benchmark for determining whether an action has been implemented or is in the process of being implemented.
  - (d) The JC has approved the next annual sectoral support programme, in accordance with the multiannual sectoral programme, including consideration of increasing the quantum of any annual instalment equivalent to twice the sum of sector support annual amounts as per Article 4, paragraph 1(b) of the Protocol.
21. The Union reserves the right to revise and/or suspend, in part or in full, the disbursement of the financial contribution for the sectoral support if the results obtained diverge significantly from the programming following the annual evaluation by the JC or in the event of failure to implement the sectoral support as determined by the JC.
22. In the event of a revision or suspension by the Union, payment of the financial contribution for the sectoral support shall resume after consultation between the Parties and agreement by the JC on the basis of the results of the implementation of the agreed multiannual programming. Nevertheless, the specific financial contribution provided for in Article 4, paragraph 1(b) may not be paid out after the expiration of the Protocol.
23. The financial contribution for the sectoral support shall be disbursed in accordance with Seychelles public financial management systems. The management of the transferred resources shall be the sole responsibility of Seychelles.
24. Seychelles may facilitate the co-financing of actions set out under the multiannual sectoral programme. It shall report on any co-financing in the annual progress reports.
25. The European Commission may undertake a recovery procedure of the financial contribution for the sectoral support paid to Seychelles, where sectoral support activities have not been implemented, executed, committed or not implemented in accordance with the provisions of this Protocol and where no agreement has been reached at the JC to resolve such issues. The recovery procedure shall be as follows:
- (a) The European Union's competent authority shall formally notify the competent Seychelles authorities of its intention to recover a specified amount and shall set out its reasons for recovering it. Seychelles shall be able to submit comments, observations and/or requests for clarification on the proposed recovery within 30 days from the date of receipt of the notification.
  - (b) Following any submissions by Seychelles, the Parties shall engage in good faith negotiations in order to resolve any disputes or disagreements regarding the proposed recovery and in order to agree on any remedial actions or extended timelines.
  - (c) If the European Union decides to proceed with the recovery procedure, it shall formally notify Seychelles of this decision and the basis for it. It shall also issue an official debit note, with payment due within 30 days. If Seychelles fails to make payment by the specified due date, the European Union shall recover the amount due by offsetting it against any amount owed to Seychelles by the European Union.

- (d) Only in exceptional and duly justified cases, or in the event of an error, may the European Union modify the amount, the payment deadline or waive recovery, provided that such modifications are consistent with the principles of sound financial management and proportionality. Any modifications under this provision shall be documented and communicated to Seychelles, along with the reasoning for such changes.

### **Revision of the Sectoral Support programme**

26. Once the JC has approved the multiannual sectoral programme, any proposed amendments to it may only be considered if they are duly justified. Substantial amendments that delete or amend the priority areas shall require the JC's approval. Proposals for such substantial amendments shall be submitted to the JC in writing at least 30 days before it meets.
27. In cases when there would be a variation between activities from different priority areas exceeding 5% of the approved budget, the JC, through exchange of letters, may agree to the corrective measures to be taken in order to adapt the planning of the sectoral support. Variations up to 5% have to be notified to the European Union.
28. In cases where there would be a variation within priority areas exceeding 10% of the approved budget, the JC, through exchange of letters, may agree to the corrective measures to be taken in order to adapt the planning of the sectoral support. Variations up to 10% have to be notified to the European Union.

### **Visibility of the sectoral support programme**

29. Seychelles shall ensure that activities implemented under the sectoral support programme are visible and communicated appropriately and shall agree with the Union on the means of visibility and communication. A dedicated budget for communication and visibility shall be allocated under the multiannual sectoral programme.
30. The ways in which actions under the sectoral support programme shall be made visible shall include:
- (a) public notice of projects and activities to be undertaken;
  - (b) TV and radio reports as well as press releases on the completion of projects and activities;
  - (c) public distribution of reports and studies that have been completed;
  - (d) use of EU visibility signs on equipment and facilities funded by the sectoral support, as appropriate;
  - (e) reasonable advance notice given to the EU for participation in opening ceremonies, conferences and other events;
  - (f) joint visits by representatives of Seychelles and the EU concerning the implementation of field projects and activities.

**PROCESSING OF PERSONAL DATA**

**Definitions**

For the purposes of this Appendix, the following definitions shall apply:

1. 'data subject' means any identified or identifiable natural person whose personal data is being processed;
2. 'personal data' means any information relating to a data subject, in particular by reference such as a name, an identification number, or location data;
3. 'processing' means any operation or set of operations performed on personal data or on sets of personal data, whether or not by automated means, such as collecting, recording, organising, structuring, storing, adapting or altering, retrieving, consulting, using, disclosing by transmission or dissemination or making available by other means, aligning or combining, restricting, erasing or destroying;
4. 'transferring authority' means a public authority that sends personal data;
5. 'receiving authority' means a public authority to which personal data is sent;
6. 'data breach' means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or otherwise processed;
7. 'personal data breach' means an unauthorised access and retrieval of personal information by an individual, group of persons, or software system or a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of or access to personal data transmitted, stored or otherwise processed;
8. 'onward transfer' means the transfer of personal data by a receiving party to an entity that is not a signatory to this Protocol ('third party');
9. 'supervisory authority' means an independent public authority responsible for monitoring the application of this Appendix in order to protect the fundamental rights and freedoms of natural persons in relation to the processing of personal data.

**Scope**

10. The persons concerned by this Protocol are, in particular, natural persons who beneficially own fishing vessels and their agents, observers, security personnel, and fishers engaged on board fishing vessels operating under this Protocol.
11. With regard to the implementation of this Protocol, in particular as regards monitoring of fishing activities and the fight against IUU fishing, the following data may be exchanged and further processed:
  - (a) the identification and contact details of the vessel;
  - (b) the activities of a vessel or relating to a vessel, its position and movements, its fishing activity or fishing-related activity, collected through checks, inspections or observers;

- (c) data relating to vessel owner(s) or their agent, such as their name, nationality, business contact details and business bank account;
- (d) data relating to a local agent, such as their name, nationality and business contact details;
- (e) data relating to vessel masters and crew members, such as their names, nationality, function and, in the case of the master, contact details;
- (f) data relating to fishers taken on board, such as their name, contact details, training and health certificate.

### **Responsible authorities**

- 12. The authorities responsible for processing the data are the European Commission and the authority of the flag Member State, for the Union.
- 13. The authority responsible for processing of data is the Seychelles Fisheries Authority (SFA), for Seychelles.

### **Purpose, limitation and data minimisation**

- 14. The personal data requested and transferred under this Protocol shall be adequate, relevant and limited to what is necessary for the implementation of the Protocol. The Parties shall exchange personal data under this Protocol only for the specific and lawful purposes set out in the Protocol.
- 15. The personal data received shall not be processed for purposes other than those referred to above, or else they shall be anonymised.
- 16. Upon request, the receiving authority shall inform the transferring authority without delay of how the personal data provided is used.

### **Accuracy**

- 17. The Parties shall ensure that personal data transferred under this Protocol is accurate and pertinent and that it is regularly updated as required based on what is known to the transferring authority. If one of the Parties finds that the personal data transferred or received is inaccurate, it shall inform the other Party without delay and shall correct and update it as necessary.

### **Storage limitation**

- 18. Personal data shall not be kept for longer than is necessary for the purpose for which it was exchanged. It shall be kept for a maximum period in accordance with the relevant laws of each Party.

### **Data security and confidentiality**

- 19. Personal data shall be processed in such a way as to ensure that it is properly secure, taking into account the specific risks of processing, including confidentiality, protection against unauthorised or unlawful processing and against accidental loss, destruction or damage. The authorities responsible for processing shall address any data breach and take all measures necessary to remedy or mitigate any adverse effects of such personal data breaches. The receiving authority shall notify such a breach to the transferring authority as soon as possible, and the two authorities shall cooperate with each other as required and in a timely manner in order for each Party

to be able to comply with its obligations arising as a result of a personal data breach under its national legal framework.

20. The Parties undertake to put in place appropriate technical and organisational measures to ensure that processing of data complies with the provisions of this Protocol.

### **Rectification or erasure**

21. The transferring authorities shall ensure that they take all reasonable steps to ensure that personal data is, as appropriate, promptly rectified or erased if the processing is not compliant with the provisions of this Protocol, in instances where the data is not adequate, relevant or accurate in relation to the purpose of the processing.
22. The transferring authorities shall notify the receiving authorities of any rectification or erasure.

### **Transparency**

23. The European Union shall ensure that data subjects are informed, by way of individual notification and publication of this Protocol on their websites, of the type of data transferred and further processed, the manner in which personal data is processed, the relevant tool used for the transfer, the purpose of the processing, the third parties or categories of third parties to which the information may be further transferred, the individual rights and mechanisms available to them to exercise their rights and obtain redress, and details of where they can bring proceedings or lodge complaints.

### **Onward transfer**

24. The receiving authority shall transfer personal data received under this Protocol to a third party only if this is justified by an important public interest objective and if the other requirements laid down in this Appendix are met.

### **Personal Data subject rights**

25. Access to personal data and request for correction and deletion is available to the data subject in accordance with relevant laws of each Party.

### **Supervision**

26. For the Union, supervision of compliance of the processing of personal data shall be exercised by the European Data Protection Supervisor (EDPS), where the processing falls under the competence of the Commission, or by the national data protection supervisory authorities, where it falls under the competence of the flag Member State.
27. For the Seychelles, the responsible authority is the Seychelles Fisheries Authority (SFA).
28. The authorities referred to above shall deal with and resolve complaints relating to the processing of personal data under this Protocol in an effective and timely manner.
29. A data subject may seek redress for any non-compliance with the safeguards set out in Article 11 of this Protocol and this Appendix to the extent permitted by the relevant laws of each Party.

### **Exchange of information**

30. The Parties shall keep each other informed of any complaints they receive concerning the processing of personal data under this Protocol, including their resolution.

**Revision**

31. The Parties shall notify each other of any amendments to their legislations that have a bearing on personal data processing.