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ANNEXES 1 to 2

ANNEXES

to the

COUNCIL DECISION

on the conclusion of an Agreement between the European union and the Republic of Seychelles on access for Seychelles fishing vessels to the waters of Mayotte

ANNEX I

Agreement between the European Union and the Republic of Seychelles on access for Seychelles fishing vessels to the waters of Mayotte

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

and

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

Hereinafter referred to as 'the Parties',

CONSIDERING the close cooperation between the Union and Seychelles, particularly in the context of the regional cooperation within the South-West Indian Ocean and their mutual desire to intensify that relationship,

NOTING that the Union and Seychelles have enjoyed a strong relationship in fisheries following the Agreement between the European Economic Community and the Republic of Seychelles on fishing off Seychelles adopted in 1987. This Agreement was reinforced through the adoption of a Fisheries Partnership Agreement between the Parties in 2006, and later in 2020 by a new Sustainable Fisheries Partnership Agreement and new Implementing Protocol,

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

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

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

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

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

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

DESIROUS of supporting fisheries management in Mayotte and the sustainable development of the local fisheries sector,

HEREBY AGREE AS FOLLOWS:

Article 1

Scope

This Agreement establishes the principles, rules and procedures governing:

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

Article 2

Definitions

For the purposes of this Agreement:

(a) 'Seychelles authorities' means the Ministry responsible for Fisheries;

(b) 'Seychelles vessel' means a fishing vessel registered in Seychelles and flying the Seychelles' flag;

(c) 'Union authorities' means the European Commission;

(d) 'Union waters' are defined in the context of this Agreement as the waters of Mayotte under the jurisdiction of the Union;

(e) 'Joint Committee' means a committee made up of representatives of the Union and Seychelles, whose functions are described in Article 8 of this Agreement;

(f) 'sustainable fisheries' means fishing in accordance with the objectives and principles enshrined in the Code of Conduct for Responsible Fisheries adopted at the 1995 Conference of the Food and Agriculture Organisation of the United Nations (FAO);

(g) 'fishing activity' means searching for fish, setting, towing, hauling of a fishing gear, taking catch on board, processing on board, transferring, caging, fattening and landing of fish and fishery products;

(h) 'fishing vessel' means any vessel equipped for commercial exploitation of marine living resources;

(i) 'fishing authorisation' means a valid entitlement to engage in fishing activities in accordance with the terms of the said fishing authorisation provided under the Agreement;

(j) 'support vessel' means any Seychelles vessel providing assistance to fishing vessels;

(k) 'transhipment' has the same meaning as in the IOTC context.

Article 3

Principles and objectives

1. The Parties hereby undertake to promote responsible fishing in Union waters based on the principle of non-discrimination between the different fleets fishing in those waters.

2. The Parties agree that Seychelles vessels shall fish only the surplus of the allowable catch referred to in Article 62(2) and (3) of UNCLOS and established in a clear and transparent manner on the basis of available and relevant scientific advice and relevant information exchanged between the Parties concerning the total fishing effort on the relevant stocks by all fleets operating in the fishing zone, as referred to in the Annex.

3. The Parties shall comply with conservation and management measures adopted by relevant regional fisheries management organisations and in particular the IOTC, duly taking into account regional scientific assessments.

4. The Parties hereby undertake to ensure that this Agreement is implemented in accordance with the principles of the fisheries policies of both the Union and Seychelles, and of transparency, economic and social governance.

5. The Parties shall consult one another prior to adopting any decision that may affect the activities of Seychelles vessels under this Agreement.

Article 4

Statistical and Scientific cooperation on responsible fishing

During the period covered by this Agreement, the Union and Seychelles shall cooperate to monitor the evolution of the resources in Union waters and support the assessment work carried out by the IOTC.

The Parties shall also exchange relevant statistical, biological, conservation and environmental information and co-operate in the relevant scientific meetings, as may be required for the purpose of managing and conserving the living resources.

On the basis of the best available scientific advice provided by the IOTC, the Parties may consult with each other within the Joint Committee and, where necessary, agree to take measures to ensure the sustainable management of fisheries resources.

Article 5

Access by Seychelles vessels to the fisheries in Union waters

The Union hereby undertakes to allocate fishing opportunities to Seychelles vessels to access Union waters and to engage in fishing activities in accordance with this Agreement and Annex thereto.

The Union shall issue fishing authorisations to Seychelles vessels exclusively under this Agreement.

Seychelles shall ensure that its vessels comply with this Agreement and the legislation governing fisheries in the Union and the relevant French legislation.

The Parties shall ensure the proper implementation of these conditions and arrangements through appropriate administrative cooperation between their respective competent authorities.

Article 6

Fishing authorisations

1. Seychelles vessels may fish in Union waters only if they are in possession of a fishing authorisation issued under this Agreement.

2. The procedure for obtaining a fishing authorisation for a vessel, the fees applicable, and the method of payment to be used by ship-owners shall be as set out in the Annex.

Article 7

Species Coverage

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

Article 8
Joint Committee

A Joint Committee shall be set up to monitor the application of this Agreement and it shall perform the following functions:

- monitoring the performance, interpretation and application of the Agreement;
- providing the necessary liaison for matters of mutual interest relating to fisheries, including statistical analysis of data on catches;
- acting as a forum for the amicable settlement of any disputes regarding the interpretation or application of this Agreement;
- reassessing, where necessary, the level of fishing opportunities, based on scientific advice, and the level of ship-owners fees;
- deciding, as necessary, to revise the technical provisions of this Agreement and its Annex;
- any other function which the Parties may decide by mutual consent.

The Joint Committee shall exercise its functions in accordance with the objectives of this Agreement.

The Joint Committee shall meet at least once a year, alternately in the Union and in Seychelles, and shall be chaired by the Party hosting the meeting. It shall hold a special meeting at the request of either of the Parties.

The Joint Committee may take decisions based on exchange of letters, in case of urgency.

Article 9

Adjustment of fishing opportunities

As provided for in Article 8 of this Agreement, the Joint Committee may reassess the fishing opportunities referred to in the Annex, insofar as the recommendations and resolutions of IOTC

support that such an adjustment contributes towards the sustainable management of tuna and tuna-like species in the Indian Ocean.

Article 10

Suspension of the implementation of the Agreement

Implementation of this Agreement may be suspended at the initiative of one of the Parties, in the event of:

a) exceptional circumstances, other than natural phenomena, prevent fishing activities in fishing areas within Union waters;

b) where a serious and unresolved dispute arises between the Parties over the interpretation and implementation of this Agreement and its Annex which cannot be settled;

c) non-compliance with the provisions laid out by this Agreement and its Annex;

d) significant changes in the policy guidelines of either one of the Parties affecting the relevant provisions of this Agreement;

e) a breach of essential and fundamental principles of human rights as laid out by Article 9 of the Cotonou Agreement or its successor agreement.

Suspension of the application of the Agreement shall be notified by any Party to the other Party in writing and shall take effect three months after receipt of such notification. The receipt of this notification shall open consultations between the Parties in the Joint Committee with a view to finding an amicable solution to the dispute within a reasonable period.

Once such settlement is reached, the application of the Agreement shall resume.

Article 11

Termination

This Agreement may be terminated by either of the Parties in the event of:

– situations, other than natural phenomena, which arise that are beyond the reasonable control of the Parties and are such as to prevent fishing in Union waters;

– a depletion or degradation of the stocks concerned on the basis of best available independent and reliable scientific advice endorsed by both parties;

– a significant reduction in the level of exploitation of the fishing opportunities granted to Seychelles vessels;

– a serious violation of the commitments made by the Parties with regard to combating illegal, unreported and unregulated fishing;

– any other circumstances which amount to violation of the Agreement by one of the Parties.

Termination of the Agreement shall be notified in writing by any Party to the other Party and shall take effect six months after receipt of notification, unless the Parties decide by mutual consent to extend this period. The Parties shall through the Joint Committee enter into consultations after such

notification of termination with a view to finding an amicable settlement to their dispute within a reasonable period.

Article 12

Applicable law

1. The activities of Seychelles fishing vessels in Union waters are subject to the laws and regulations of the Union, in particular the Regulation (EU) No 2403/2017 on the sustainable management of external fishing fleet, and relevant French legislation, unless otherwise provided under this Agreement and the Annex thereof, in accordance with the principles of international law.

2. The Union shall notify forthwith Seychelles of any changes in its Common Fisheries Policy and related legislations.

Article 13

Confidentiality

1. The Parties undertake to ensure that all nominative data relating to fishing activities in Union waters under this Agreement, including data collected by observers, are processed in accordance with confidentiality and data protection principles under the applicable law of the respective Parties.

   The Parties shall ensure that only aggregated data related to fishing activities in Union waters shall be made available to the public.

2. The data and information referred to in paragraph 1 shall be used by the competent authorities exclusively for the purpose of implementing the Agreement and for the purpose of fisheries management, monitoring, control and surveillance.

3. With regard to personal data processed by the Union, it shall be processed in an appropriate manner to ensure their protection, including against unauthorised or unlawful processing, and not be kept beyond the time necessary for the purpose for which they were exchanged. Appropriate safeguards and legal remedies may be established by the Joint Committee in accordance with the relevant Union legislation on the protection of personal data.

Article 14

Electronic exchanges of data

1. Seychelles and the Union shall undertake to implement the necessary systems for the electronic exchange of all information and documents related to the implementation of the Agreement and the Annex. The electronic form of a document at any point shall be considered equivalent to the original version.

2. Either Party shall immediately notify the other of any disruption of a computer system impeding such exchanges. In these circumstances, the information and documents related to the implementation of the Agreement and the Annex shall be automatically replaced by their paper version in the manner defined in the Annex.

Article 15

Mid-term Review

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

Article 16

Obligations on Expiry or Termination

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

Article 17

Period of application

This Agreement shall apply from the date of its provisional application until 31 December 2028, unless notice of termination is given in accordance with Article 11.

Article 18

Provisional Application

This Agreement shall apply provisionally as from the date of its signature by the Parties. However, the provisional application will not take effect before 1 January 2023.

Article 19

Repeal

The Agreement between the European Union and the Republic of the Seychelles on access for fishing vessels flying the flag of the Seychelles to waters and marine biological resources of Mayotte, under the jurisdiction of the European Union, which was subject of the Council Decision (2014/331/EU) of 14 April 2014, is hereby repealed.

Article 20

Entry into force

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

Article 21

Languages

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

ANNEX

Conditions for the exercise of fishing activities by Seychelles vessels in the waters of Mayotte

Chapter I

General provisions

General obligations

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

Fishing zone

a) The Union shall provide Seychelles with the geographic coordinates of the fishing zone in which Seychelles vessels may operate before the provisional application of the Agreement.

b) Seychelles vessels shall be prohibited from using any purse-seine on tuna and tuna-like schools of fish inside the areas within 24 nautical miles of the coasts of the island of Mayotte, measured from the baselines from which territorial waters are measured. The fishing zone shall also take into account of the existence of a Marine Protected Area (MPA) covering the whole Exclusive Economic Zone (EEZ) of Mayotte, whose purpose is to contribute to the marine biodiversity of Mayotte and support the development of the local fishery sector, in line with the legislation regarding the creation of the MPA (*Décret 2010-71 du 18 janvier 2010 portant création du parc naturel marin de Mayotte*) and subsequent management measures.

c) Any modification to the fishing zone shall be communicated to the Seychelles authorities, before its entry into force.

Labour Conditions

The employment of fishers shall be governed by the International Labour Organisation (ILO) Declaration on Fundamental Principles and Rights at Work of 1998, (amended in 2022), and by relevant ILO conventions, including the freedom of association and the effective recognition of the right to collective bargaining, the elimination of discrimination in respect of employment and occupation, elimination of forced and child labour, safe and healthy working environment, and decent working and living conditions on-board fishing vessels.

Chapter II

Fishing opportunities

The fishing opportunities granted under Article 5 of this Agreement shall be for 8 tuna purse-seiners. Support vessels shall be authorised subject to the conditions set out in this Annex and in accordance with the relevant Indian Ocean Tuna Commission (IOTC) resolutions.

Seychelles vessels shall only engage in fishing activities in Union waters if they are in possession of a fishing authorisation issued in accordance with Article 6 of the Agreement and with the conditions established in this Annex.

Chapter III

Fishing authorisations

Section 1

Application and issue of fishing authorisations

A fishing authorisation is valid for one calendar year from 1 January to 31 December. However, for the initial authorisation period, the starting date shall be defined by the date of the provisional application of this Agreement.

Conditions for obtaining a fishing authorisation

For a Seychelles vessel to be eligible for a fishing authorisation under this Agreement, it shall:

– be authorised by Seychelles to carry out fishing activities under the Agreement;

– be on the list of authorised fishing vessels of the IOTC;

– not be included in an IUU list of any Regional Fisheries Management Organisation;

– have complied with its obligations deriving from its previous activities in the EEZ of Mayotte and paid the applicable advance fee as foreseen in this Annex.

Application for a fishing authorisation

All Seychelles vessels applying for a fishing authorisation shall be represented by an agent resident in Mayotte or, in the absence of an agent resident in Mayotte, the agent shall be resident in Seychelles. The name and address of that agent shall be stated in the application.

The Seychelles authorities shall submit to the authorities of the Union a fishing authorisation application for each Seychelles vessel requesting to fish under this Agreement at least 45 days before the expected starting of the fishing activities.

Each application shall be accompanied by the following information:

– proof of payment of the advance fee for the period of validity of the fishing authorisation;

– 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 identification number visible on the hull; any other documents or certificates required under the specific rules applicable to the type of vessel concerned pursuant to this Agreement.

All payments related to authorisations and catches shall be paid into a bank account in the Union, the details of which shall be provided by the Union before the provisional application of the Agreement. The associated costs linked to bank transfers shall be borne by vessel owners or his agent.

Fees shall include all national and local charges except for port taxes and service charges. They shall include all non-operational costs.

Issuing of the fishing authorisation

Fishing authorisations for Seychelles vessels shall be issued to the vessel owners or its agent within 30 days after all the required documents referred to in point 3 have been received by the Union. The authorities of the Union shall adopt a Decision with the list of authorised vessels and shall send a copy of the fishing authorisations to the Seychelles authorities.

An authorised Seychelles vessel shall keep on board the fishing authorisation or a copy of the above mentioned Decision.

Transfer of the fishing authorisation

A fishing authorisation shall be issued for a specific Seychelles vessel and shall not be transferable except in the event of *force majeure*.

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

The new fishing authorisation shall take effect on the day that it is issued by the Union authorities. The Seychelles authorities shall be notified of the change and receive a copy of the new authorisation.

Section 2
Support vessels

The Union shall authorise Seychelles vessels which are in possession of a fishing authorisation to be assisted by support vessels. The support vessels shall fly the flag of Seychelles, and shall not be equipped for catching fish or be used for transhipments.

The reporting requirements regarding support vessels shall respect relevant IOTC obligations and other relevant national legislative provisions.

Support vessels flying the flag of Seychelles shall be subject to the same authorisation procedures governing the obtaining and the transmission of fishing authorisation applications as described in Section 1 above, to the extent applicable to them.

Section 3
Fishing authorisation conditions – fees and advance payments

The fees to be paid by ship-owners shall be calculated on the basis of EUR 135 per tonne of fish caught.

The annual advance payment to be paid by the ship-owners of Seychelles vessels at the time of application for a fishing authorisation to be issued by the Union shall be as follows:

Tuna Purse Seine Vessels

EUR 13 500, per vessel, which corresponds to 100 tonnes of tuna and tuna like species caught within Mayotte fishing zone;

Support Vessels

EUR 5 000, per vessel.

Annual statement of fees

Catch data in the Mayotte fishing zone shall be provided by Seychelles to the EU in accordance with the provisions of Chapter IV section 1. On the basis of this information, the Union authorities shall draw up a statement of fees due in respect of a previous calendar year.

The statement of fees shall be sent to the Seychelles authorities before 30 April of the following year on the basis of catch declarations submitted by the Seychelles authorities. The Seychelles authorities shall transmit the corresponding statement of fees to the vessel owner for their subsequent payments, corresponding to catches above 100 tonnes per vessel. Where the final statement is less than the advance payment referred to in paragraph 2, the balance shall not be recoverable by the vessel owners.

Where discrepancies exist between data sets presented by the Union and the Seychelles, the Seychelles shall have 60 days to contest the data received and to submit an alternative statement of the catches to the Union authorities, accompanied by supporting documents such as logbook data, inspections reports and scientific data.

The Union may report any inconsistencies between data in the electronic fishing logbook provided by ERS, vessels logbooks and observer data or other information. In that case, the Seychelles authorities shall conduct investigations and update data as necessary.

The Parties shall settle any disagreement within one month with the objective to establish the final statement of fees.

Payments by ship-owners shall be made accordingly within 30 days after both Parties have agreed on the final statement of fees, and a proof of payment shall be sent to the Union authorities by the Seychelles authorities.

CHAPTER IV

Monitoring

Section 1

Catch reporting

All Seychelles vessels authorised to fish in Union waters under the Agreement shall communicate their catches daily to the competent authority of the Union in the following manner, if the Electronic Reporting System (ERS) has not been implemented by both Parties:

Seychelles vessels authorised to fish in Union waters shall, on a daily basis complete a statement of catch form complying with IOTC resolutions for every set of each fishing trip they undertake in Union waters. While in Union waters, Seychelles vessels shall report every three days to the competent authorities of the Union and of the Seychelles, by electronic means, the information required in the format provided for in Appendix 4. Any amendment to this form shall be endorsed by the Joint Committee.

In the absence of catches, the statement of catch form shall still be filled in. The form shall be filled in legibly and signed by the master of the vessel or his representative and the accuracy of the data recorded and transmitted in the statement of catch form is the responsibility of the master.

In the event of failure to comply with the provisions relating to the reporting of catches, the Union may suspend the fishing authorisation of the Seychelles vessel concerned until the missing catch

report is obtained and penalise the ship-owner in accordance with the relevant provisions under the national legislation in force. If the offence is repeated, the Union may refuse to renew the fishing authorisation. The Union shall inform the Seychelles authorities immediately of any sanction applied in this context.

Seychelles shall provide the Union authorities, before the end of each quarter, with aggregated data for the previous quarters of the current year, indicating the quantities of catch per vessel, per month, and per species. Those data shall be considered provisional.

Once the ERS is fully operational, the Seychelles authorities shall provide the required data using a template in the xml-format, following the guidelines provided in Appendix 3. Until the implementation of the ERS, the appropriate format as provided in Appendix 4, shall be used.

Section 2
Electronic Reporting System (ERS)

Seychelles vessels shall use ERS for the declaration of catches, once this system is operational by both Parties, as follows:

the master of a Seychelles vessel carrying out fishing activities under the Agreement shall keep an electronic fishing logbook integrated into ERS;

a Seychelles vessel not equipped with ERS shall not be authorised to enter Mayotte fishing zone in order to engage in fishing activities.

The master is responsible for the accuracy of the data recorded in the electronic fishing logbook. The electronic fishing logbook shall comply with the relevant IOTC resolutions.

The master shall, on a daily basis, record the estimated live weight of each species caught and kept on board, or discarded into the sea, for each fishing operation.

If the Seychelles vessel is present in the Mayotte fishing zone but does not carry out any fishing, the position of the vessel at noon shall be recorded.

The master shall ensure that the electronic fishing logbook data is transmitted automatically and on a daily basis to the Fisheries Monitoring Centre (FMC) of Seychelles. The transmissions shall include at least the following:

– the vessel identification numbers and the name of the fishing vessel;

– the FAO 3-alpha code of each species;

– the relevant geographical area (latitude and longitude) in which the catches were taken;

– the date and the time of the catches;

– the date and time of departure from and arrival at the port;

– the type of gear, and where applicable the technical specifications and dimensions;

– the estimated quantities of fish, including the quantities of each species kept on board, in kilograms live weight or, where appropriate, the number of individual fish;

– the estimated quantities of fish, including the quantities of each species discarded, in kilograms live weight or, where appropriate, the number of individual fish.

Seychelles authorities shall ensure that the data are received and recorded in a computer database enabling the data to be stored securely for at least 36 months.

The Seychelles, Union and relevant Member State authorities shall ensure that they have the necessary IT equipment and software to automatically exchange ERS data. ERS data shall be exchanged using the electronic means of communication operated by the European Commission for exchanging fisheries data in a standardised form. Changes to standards shall be implemented within six months.

The Member State FMC having the responsibility for the monitoring activities provided for under this Agreement is the French FMC.

The Seychelles FMC shall ensure that fishing logbooks are automatically made available by ERS to the French FMC on a daily basis for the period during which the vessel is present in the fishing zone, even in the event of a zero catch.

The Seychelles FMC shall automatically and without delay forward time critical ERS messages (COE, COX, PNO) received from Seychelles vessels to the French FMC.

Daily fishing activity reports (FAR) of Seychelles vessels shall be made available automatically and without delay to the Seychelles FMC.

The transmission of ERS data shall use electronic means of communication managed by Union authorities, identified as DEH (data exchange highway).

The Union and the Seychelles shall each designate one ERS correspondent who shall act as the contact point. They shall communicate to each other the contact details of their respective ERS correspondent.

The arrangements for reporting catches by ERS and the procedures in the event of malfunction are set out in Appendix 3.

The Union authorities shall handle data on the fishing activities of individual Seychelles vessels in a confidential and secure manner.

In case of technical problems or malfunction of the ERS, declarations of catches shall be made pursuant to Section 1 above.

Section 3

Catch communication: entering and leaving Union waters

The duration of a trip by a Seychelles vessel shall be defined as follows:

– either the period elapsing between entering and leaving Union waters;

– or the period elapsing between entering Union waters and calling into the port of Mayotte.

Seychelles vessels shall notify the Union authorities at least six hours in advance of their intention to enter or leave Union waters.

While notifying entry or exit, Seychelles vessels shall also communicate their position (latitude and longitude), at the time of communication and the tonnage and species of catches kept on board. These communications shall be made in the format set out in Appendix 4, by e-mail or alternatively through ERS, to the contact details provided by the competent Union authorities.

It shall be an offence for a Seychelles vessel found to be fishing without prior notification to the competent Union authorities. Such Seychelles vessel shall be liable to sanctions referred to in Chapter VIII.

Section 4

Transhipment

Transhipment at sea is prohibited, and any person infringing this provision shall be liable to the enforcement measures provided for by Union legislation. Transhipments may only be carried out in the port of Mayotte.

In the case of a transhipment in the port of Mayotte, the Seychelles ship-owner or its agent shall notify the following information to the competent French authorities and, at the same time, to the port authority of Mayotte, at least 48 hours in advance:

– the transhipment port or area where the operation will occur;

– the name and the International Radio Call Sign (IRCS) of the donor vessel;

– where applicable, the name and the IRCS of the receiving vessel or reefer;

– where applicable, the storage facilities;

– the date and time of transhipment;

– where possible, the next point of destination;

– the quantity in Kg, by species to be transhipped;

– the product form presentation.

Transhipment shall be considered as an exit from Union waters as defined in Section 3.1. Seychelles vessels shall submit their catch declarations to the Union competent authorities and with a copy to the port authority of Mayotte, no later than 24 hours after completion of the transhipment, or in any event, before the donor vessel leaves port, whichever occurs first.

Section 5
Vessel Monitoring System (VMS)

The Seychelles vessels authorised under this Agreement shall be equipped with a satellite-based vessel tracking device and/or vessel monitoring device in accordance with the laws of the Union and make use of the VMS in accordance with the relevant provisions of Appendix 5. Before the provisional application of the Agreement, the Parties may agree to transmit the VMS data via FLUX in UN/CEFACT format.

It is prohibited to move, disconnect, destroy, damage, interfere with or render inoperative the continuous tracking device using satellite-based communications and/or monitoring device placed on board the Seychelles vessels for the purposes of data transmission or to intentionally alter, divert or falsify data transmitted or recorded by such a system.

Seychelles vessels shall communicate their position automatically and continuously, at least every hour, to the Seychelles FMC, in accordance with Appendix 5.

Secure communication of position messages from Seychelles

Seychelles FMC shall automatically send the position messages of the Seychelles vessels concerned to the French FMC via a direct HTTPS connection. The French FMC and Seychelles FMC shall exchange their contact email addresses and inform each other immediately of any change to these addresses.

The French FMC shall inform Seychelles FMC of any interruption in the reception of consecutive position messages from a Seychelles vessel holding a fishing authorisation, if the vessel concerned has not notified its exit from the Mayotte fishing zone.

Malfunction of the communication system

The French FMC shall ensure the compatibility of its electronic equipment with Seychelles FMC and inform the Seychelles FMC immediately of any malfunction concerning the sending and receiving of position messages with a view to finding a technical solution as soon as possible.

If the non-receipt of the VMS data by the French FMC is as a result of the failure of the electronic systems, under the supervision of the Seychelles, France or the European Commission, the Party concerned shall take prompt action to resolve the problem rapidly. The other Parties shall be notified once the problem has been resolved. The data not received by France shall be provided to it as soon as the problem is resolved. Until the problem is resolved, the FMC of the Seychelles shall communicate to the French FMC every 24 hours, by e-mail, position messages received for the periods of presence of its vessels in the Union waters. The Joint Committee shall deal with any dispute that may arise.

Communication failures between the Seychelles FMC and the French FMC should not affect the normal operation of the vessels' fishing activities. In particular, a vessel shall not be considered in infraction when such failure is identified.

The master of a Seychelles vessel shall be liable if his vessel's Vessel Tracking Device (VTD) 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 under the relevant legislation of the Union, France and Seychelles.

Revision of the frequency of position messages

On the basis of documentary evidence pointing to an infringement, the French FMC may ask the Seychelles FMC, with a copy to the Union and Seychelles authorities, to reduce the interval for sending position messages from a Seychelles vessel to every 30 minutes for a set period of investigation. The French FMC shall send this documentary evidence to the Seychelles FMC and to the Union and Seychelles authorities. The Seychelles FMC shall immediately send position messages to the French FMC at the new frequency.

At the end of the set investigation period, the French FMC shall inform the Seychelles FMC and the Union and Seychelles authorities, of any follow-up action required.

Chapter V

Observers

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

Designated vessels and observers

The Seychelles vessels authorised to fish in Mayotte fishing zone shall, at the request of the Union authorities, embark one observer, in the context of a national or regional observer programme under the terms set out below. The embarkation of additional observers shall also be considered subject to a case by case agreement.

The Union authorities shall draw up a list of Seychelles 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 Seychelles authorities as soon as it has been drawn up, and each time it is updated.

The Union authorities shall communicate to the agent or ship-owner of the Seychelles vessel concerned, the name of the designated observer not later than 15 days before the observer's planned embarkation date.

Embarkation conditions

The time spent on board by observers shall be fixed by the competent Union or Member State authorities and, as general rule, shall not exceed the time required to carry out their duties. In the context of a regional observer programme, the observer may remain on board for a mutually agreed extended period.

The Union authorities shall inform the Seychelles vessel ship-owners or their agents thereof when notifying the name of the designated observer.

The conditions for observers' embarkation shall be agreed between the ship-owners and the competent Union or Member State authorities after the notification of the designated observers.

Within two weeks, and upon giving ten days' notice, the ship-owners of the Seychelles vessels concerned shall make known at which port, and on what dates they intend to take observers on board.

Where observers are taken on board in a foreign port, their travel costs shall be borne by the ship-owner. Should a Seychelles vessel with an observer designated by the Union on board leave Union waters, all measures shall be taken to ensure the observer safely returns to the EU as soon as possible at the expense of the ship-owner, unless the observer is continuing with the Seychelles vessel in the context of his observer duties through another Agreement or observer programme.

If the observer is not present at the time and place agreed and during the six hours following the time agreed, the Seychelles ship-owner shall be relieved of the obligation to take the observer on board.

Seychelles ship-owners shall bear the cost of providing board and accommodation for observers in the same conditions as for the officers on board the vessel.

Observers shall be treated as officers.

The salary and applicable taxes of the observers shall be borne by the competent French authorities.

Observer's duties

The observer shall observe and record the fishing activities of the vessels for scientific purposes, in particular:

– the species, quantity, size and condition of fish taken, including targeted species and by-catches, and of incidental catches of marine mammals, turtles and sea birds;

– the method by which, the areas in which, and the depth at which, fish are taken;

– the position of Seychelles vessels engaged in fishing operations and the fishing gear used;

– the catch data for Mayotte fishing zone recorded in the logbook, including the percentage of by-catches and an estimation of discards;

– where relevant, processing, transhipment, storage, or disposal of any fish.

The observer shall maintain a regular communication channel with the Union or Member State authorities, making use of the communication means available on board the Seychelles vessel.

In addition, the observer may carry out other duties such as:

– perform biological sampling in the context of a scientific programme;

– monitor the impact of the fishing activities on the resource and on the environment;

– collect information when encountering marine mammals (photographs, position of the vessel, census of the number of individuals, behaviour, etc.).

The masters of Seychelles vessels shall ensure the physical safety and welfare of observers while on board.

The observers shall be offered every facility needed to carry out their duties. The masters 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.

Observer's obligations

While on board, observers shall:

– take all appropriate steps to ensure that the conditions of their boarding and presence on the Seychelles vessel neither interrupt nor hamper fishing operations;

– take necessary care with regards to the material and equipment on board;

– ensure the confidentiality of all data and documents regarding the Seychelles vessel and its activities and any information collected.

At the end of the embarkation and before leaving the Seychelles vessel, the observer shall draw up an activity report to be transmitted to the Union authorities with a copy to the competent Seychelles authorities, within 15 days. The report shall be signed by the observer. A copy of the report shall be handed to the master when the observer leaves the Seychelles vessel.

Chapter VI

Conservation technical measures

Conservation technical measures applicable to the Seychelles vessels holding a fishing authorisation for the Mayotte fishing zone, are outlined in the technical sheet contained in Appendix 2.

Seychelles vessels shall comply with all the resolutions adopted by IOTC and the provisions under the relevant Union and French legislation unless otherwise provided by the Agreement and in accordance with the principles of international law.

Seychelles vessels shall conduct all authorised fishing activities in a manner which shall not disrupt artisanal or local-based fisheries.

In application with IOTC resolutions, the Parties agree to cooperate for the reduction of incidental catches of protected species, in particular all marine turtles and marine mammals, and of seabirds and reef fish. To this end, Seychelles 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.

To reduce the entanglement of sharks, marine turtles or any other non-targeted species, Seychelles 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, Seychelles vessels shall use natural or biodegradable materials for FADs and retrieve them in the Mayotte waters when they become non-operational FADs.

For the purpose of environmental management, ship-owners shall contribute a fee of EUR 2,25 per GT towards measures contributing to the protection of biodiversity, and the observation and preservation of marine ecosystems in Mayotte waters. Regular reporting on the utilisation of this contribution shall be done to the Joint Committee.

Chapter VII

Control and inspection

Controls and inspections shall be carried out in accordance with the relevant Union legislation, in particular Council Regulation 1224/2009 establishing a Community control system for ensuring compliance with the rules of the Common Fisheries Policy.

Inspection at sea and in port

Inspections in Mayotte waters or in the port of Mayotte on Seychelles vessels holding a fishing authorisation shall be carried out by inspectors from the Union or its Member States who are clearly identified as being authorised to carry out fishing inspections.

Masters of Seychelles vessels engaged in fishing activities in Union waters shall cooperate with any authorised and duly identified officers carrying out inspection and control of fishing activities.

In order to facilitate safe inspection procedures, without prejudice to the provisions of EU legislation, boarding should be conducted in such a way that allows the inspection platform and the inspectors to be identified as being authorised to carry out such tasks.

The authorised inspection officers shall only stay on board the Seychelles 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.

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.

The Union or the French authorities may, on the request of the Seychelles or a body designated by it, allow Seychelles inspectors to take part in the inspection of the activities of Seychelles vessels as observers or to carry out joint inspections, including during transhipments. 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 Union, French, and Seychelles legislations.

Once an inspection has been completed and the inspection report signed by the inspector, the report shall be made available for signature, comments and remarks, if any, by the master. This signature shall not prejudice the rights of the Parties in the context of alleged infringement procedures. If the master refuses to sign the document, he shall specify the reasons for doing so in writing, and the inspector shall write 'Refused to sign' on it. The authorised inspection officer shall give a copy of the inspection report to the master of the Seychelles vessel before leaving the vessel.

The Union or French authorities shall inform the Seychelles 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 Seychelles authorities within a maximum of seven days after the authorised inspection officer's return to port.

Where the provisions set out in this Chapter are not complied with, the Union authorities reserve the right to suspend the fishing authorisation of the offending Seychelles vessel until formalities have been completed and to apply the penalty laid down in Union and French legislation. The Seychelles authorities shall be informed thereof.

Participatory monitoring in the fight against IUU fishing

In order to strengthen the fight against IUU fishing, masters of Seychelles vessels shall report the presence of any vessels in Mayotte waters 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 Union authorities.

The Union or French authorities shall forward to the Seychelles authorities any sighting reports it has on Seychelles vessels engaged in activities which may constitute IUU fishing in Mayotte waters.

Chapter VIII

Enforcement

Sanctions

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

The Seychelles authorities shall be immediately and fully informed of any sanctions and of all relevant facts related thereto.

Where a sanction takes the form of suspension or revocation of a fishing authorisation, during the remaining period of the validity of a fishing authorisation which has been suspended or revoked, Seychelles may request another fishing authorisation which would have otherwise have been applicable, for a Seychelles vessel from another ship-owner.

Arrest and detention of fishing vessels

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

Information exchange procedure in the event of arrest or detention

Whilst respecting the deadlines and procedures of legal proceedings as provided for by the Union and French legislations relating to arrest or detention, a consultation meeting shall be held, upon receipt of the above information, between the Union and Seychelles authorities.

At the meeting, the Parties shall exchange any relevant documentation or information helping to clarify the circumstances of the established facts. The ship-owner or its agent shall be informed of the outcome of the meeting and of any measures resulting from the arrest or detention.

Settlement of arrest or detention

An attempt shall be made to resolve the presumed infringement amicably. This procedure shall be completed no later than three working days after the arrest or detention, in conformity with Union and French legislations.

In the event of an amicable settlement, the settlement shall be determined in accordance with the procedures provided for in Union and French legislations. If such an amicable settlement is not possible, the legal proceeding shall take its course.

The Seychelles vessel shall be released and its master discharged once the obligations arising under the amicable settlement have been fulfilled or the legal proceedings have been completed.

The Seychelles authorities shall be kept informed of any proceedings initiated and penalties imposed.

Appendices

1. List of information required when applying for a fishing authorisation

2. Technical sheet for Seychelles vessels conducting fishing activities in Mayotte waters

3. Implementation of the electronic system for the recording and reporting of fishing activities (ERS)

4. Communication Format Reports

5. Vessel Monitoring System (VMS)

Appendix 1

List of information required when applying for a fishing authorisation

I - APPLICANT

Name of Applicant:

Name of the owner:

Address of the owner:

Name of the Producer Organisation (PO)

Name and address of the ship-owners agent:

Tel No of the ship-owners agent:

E-mail of the ship owner's agent:

Master's Name:

Master's Nationality:

Master's E-mail:

II - VESSEL IDENTIFICATION DETAILS

1. Vessel's Name:
2. Flag State:

   Port of registration:

   IRCS:

   MMSI:

   IMO No.:

   IOTC No.:
3. Date of current flag Registration (DD/MM/YYYY):

   Previous Flag (if applicable):
4. Place of construction:

   Date of construction (DD/MM/YYYY):
5. Radio Call Frequency (HF, VHF)

   Vessel Satellite Phone No.:

III - VESSEL TECHNICAL DETAILS

1. **LOA (mts):** .....

   GT: ……..……..……
2. Hull material Steel ☐ Wood ☐ Polyester ☐ Other ☐
3. Engine Type

   Engine Power (in kW):

   Engine Manufacturer:
4. Max. Crew Members:
5. Conservation method on board: Ice ☐ Refrigeration ☐ Mixed ☐ Frozen☐
6. Processing capacity per day (24h) in Tonnes:

   Number of Fish Holds:

   Fish Holds Total capacity (m3):
7. Type of Vessel: ☐ Purse seiner ☐ Support Vessel (*)
8. VMS Manufacturer:

   VMS Model:

   VMS Serial No.:

   VMS Software Version:

VMS Satellite Operator (MCSP):

IV - FISHING ACTIVITY

1. Fishing gear authorised:
2. Target species: _____
3. Fishing authorisation period requested from/to (DD/MM/YYYY):

Date:

Name/Signature of the applicant:

(*) The list of fishing vessels supported by this support vessel should be attached to this application. The list should contain the name and IOTC number.

Appendix 2

Technical sheet for Seychelles vessels conducting fishing activities in Mayotte waters

Fishing zone:
Beyond 24 nautical miles from the baseline
Authorised categories:

Tuna purse seine vessels: 8 Support vessels: in accordance to IOTC requirements	
Fees and tonnage:	
Price per tonne	EUR 135
Annual advance fee	EUR 13 500, corresponding to 100 tonnes
Fee per additional tonne caught	EUR 135
Support vessel authorisation fee	EUR 5 000 per vessel per year
Environmental management and observation of marine ecosystems contribution	EUR 2,25 per GT per year

Appendix 3

Implementation of the electronic system for the recording and reporting of fishing activities (ERS)

General provisions

All Seychelles vessels must be equipped with an electronic system, hereinafter referred to as "ERS system", capable of recording and transmitting data relating to the fishing activity of the vessel, hereinafter referred to as "ERS data", where the vessel operates in the fishing zone as referred to in Chapter I, point 2 of the Annex.

A Seychelles vessel that is not equipped with an ERS system, or if the ERS system installed on board is not functional, shall not be allowed to enter in the fishing zone of the Union to conduct fishing activities.

The ERS data shall be transmitted in accordance with the present guidelines to the Seychelles FMC, which shall ensure the automatic transmission to the French FMC.

ERS communications

The Union and Seychelles authorities shall designate an ERS correspondent who will act as the point of contact for matters concerning the implementation of these provisions. The Union and Seychelles authorities shall notify each other of the contact details of their ERS correspondents and, where appropriate, update that information without delay.

ERS data shall be transmitted by the Seychelles vessels to Seychelles, which shall make them automatically available to the Union.

Data shall be in UN/CEFACT format and shall be transmitted via Fisheries Language for Universal Exchange (FLUX).

Nevertheless, the Parties may agree on a transition period, during which the data are transmitted via the Data Exchange Highway (DEH) in EU-ERS (v 3.1) format.

Seychelles FMC shall transmit instant messages from the Seychelles vessel (COE, COX, PNO) automatically and without delay to the French FMC.

Other types of messages shall also be automatically transmitted once a day from the effective date of the use of the UN/CEFACT format or, until then, made available without delay to the French FMC upon requests and also to the Seychelles FMC.

As from the effective implementation of the new format, the latter delivery mode shall only concern specific requests for historical data.

The French FMC shall confirm that it has received the instant ERS data sent to it, by means of a return message acknowledging receipt and confirming the validity of the message received. No acknowledgement of receipt shall be provided for data that the Union receives in response to its request. The Union shall handle all ERS data confidentially.

Failure of the electronic transmission system

The Seychelles and French FMCs shall inform each other without delay of any event likely to affect the transmission of the ERS data of one or more Seychelles vessels and shall inform the EU authorities accordingly.

If the French FMC does not receive the data to be transmitted by a Seychelles vessel while in Mayotte waters, it shall notify this to Seychelles FMC without delay. Seychelles FMC shall promptly investigate the reasons for the non-receipt of ERS data and inform the French FMC of the outcome of those investigations.

Where a failure occurs in the transmission between the Seychelles vessel and Seychelles FMC, Seychelles FMC shall notify this without delay to the master or the operator of the Seychelles vessel. On receipt of this notification, the master of the Seychelles vessel shall transmit the missing data to the competent authorities of Seychelles by any appropriate means of telecommunication every day, not later than 23.59 hours.

In the event of a failure of the electronic transmission system installed on board the Seychelles vessel, the master or the operator of the vessel shall ensure that the ERS is repaired or replaced within 10 days of the failure being detected. Once that deadline has passed, the Seychelles vessel shall no longer be authorised to fish in Mayotte fishing zone and shall leave or call at the Mayotte port within 24 hours. The Seychelles vessel shall not be authorised to return to the Mayotte fishing zone until Seychelles FMC has established that the ERS system is functioning correctly again.

(a) If the non-receipt of ERS data by French authorities is caused by the failure of the electronic systems under the supervision of either the French or Seychelles authorities, the Party in question shall take prompt action to resolve the problem rapidly. The other Party shall be notified once the problem has been resolved.

(b) Every 24 hours, Seychelles FMC shall send to the French FMC all the ERS data received by the former since the last transmission, using any electronic means of communication available. The same procedure may be applied at the request of French FMC in the event of maintenance operations lasting more than 24 hours and affecting the systems under the supervision of the Seychelles authorities. In such an event the Seychelles vessels shall not be considered to be in breach of their obligation to transmit their ERS data. Seychelles FMC shall ensure that the missing data are entered into the electronic database it keeps, referred to in Chapter IV, Section 2 (6).

Alternative means of communication

The email addresses of the French FMC (cnsp-france@developpement-durable.gouv.fr and appd.dpma@agriculture.gouv.fr) shall be used in the event of a failure in the ERS/VMS communications and for:

notifications of entry/exit and on-board catches on entry and exit;

notifications of transhipment and catches transhipped and remaining on board;

temporarily, substitute ERS and VMS communications in the event of failures.

Appendix 4

Communication Format Reports

Entry Report (COE)[1]

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

Exit Report (COX)[2]

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

Prior Notification (PNO)[3]

1 Sent 6 Hours before entering the Union Fishing Zone.

2 Sent 6 Hours before exiting the Union Fishing Zone.

Content	Transmission
Destination	FRA
Action code	PNO
Vessel Name	
IRCS	
Port code	
Date and Time (UTC) of intended arrival	DD/MM/YYYY – HH:MM
Quantity (Mt) of fish on board per specie:	
Yellowfin (YFT)	(Mt)
Bigeye Tuna (BET)	(Mt)
Skipjack (SKJ)	(Mt)
Others (Specify)	(Mt)

Daily Fishing Activity Report (FAR) once inside Union Fishing Zone[4]

Content	Transmission
Destination	FRA
Action code	FAR
Vessel Name	
IRCS	
Date and Time (UTC) of report	DD/MM/YYYY – HH:MM
Quantity (Mt) of fish on board per specie:	
Yellowfin (YFT)	(Mt)
Bigeye Tuna (BET)	(Mt)
Skipjack (SKJ)	(Mt)
Others (Specify)	(Mt)
Number of sets made since last report	

All reports shall be transmitted to the competent authority through the following e-mail addresses: **cnsp-france@developpement-durable.gouv.fr**

appd.dpma@agriculture.gouv.fr

3 Sent prior to arrival in port.

4 Every 3 days after entering the Union Fishing Zone.

Appendix 5

Vessel Monitoring System (VMS)

Vessel position messages

The first position of the Seychelles vessel recorded after entry into the Mayotte fishing zone shall be identified by the code 'ENT'. All subsequent positions shall be identified by the code 'POS', with the exception of the first position recorded after departure from the Mayotte fishing zone, which shall be identified by the code 'EXI'.

Seychelles FMC shall ensure the automatic processing and, if necessary, the electronic transmission of the position messages of the Seychelles vessels. The position messages of the Seychelles vessels shall be recorded in a secure manner and kept for a period of three years by Seychelles FMC.

Transmission by the Seychelles fishing vessel in the event of breakdown of the Vessel Tracking Device (VTD)

The master of the Seychelles vessel shall ensure at all times that the VTD of his vessel is fully operational and that the position messages are correctly transmitted to Seychelles FMC.

In the event of breakdown, the VTD of the Seychelles vessel shall be repaired or replaced within 30 days. If the VTD has not been repaired or replaced within 30 days, the Seychelles vessel shall no longer be authorised to fish in Mayotte fishing zone.

Seychelles vessels fishing in Mayotte fishing zone with a defective VTD shall communicate their position messages by electronic means to Seychelles FMC at least every four hours, providing all the mandatory information, including hourly positions.

Sending of VMS messages to the Union

The code 'ER' followed by a double slash (//) indicates the end of the message.

Data	Code	Mandatory/ optional	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)**

Contracting party internal reference number	**IR**	**M**	**Vessel detail – Unique contracting party number Alpha-3 code (ISO-3166) followed by number**
External registration	**XR**	**M**	**Vessel detail – Number on side of vessel (ISO 8859.1)**
Latitude	**LT**	**M**	**Vessel position detail – Position in degrees and decimal degrees N/S DD.ddd (WGS84)**
Longitude	**LG**	**M**	**Vessel position detail – Position in degrees and decimal degrees E/W DD.ddd (WGS84)**
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 record of UTC position (HHMM)**
End of record	**ER**	**M**	**System detail indicating end of record**

In NAF format, each data transmission shall be structured as follows:

The characters used shall comply with ISO 8859.1. A double slash (//) and the characters 'SR' shall indicate the start of a message.

Each data element shall be identified by its code and separated from the other data elements by a double slash (//).

A single slash (/) shall separate the field code and the data.

ANNEX II
PROCEDURE FOR THE APPROVAL OF AMENDMENTS TO THE AGREEMENT TO BE ADOPTED BY THE JOINT COMMITTEE

Where the Joint Committee is asked to adopt amendments to the Agreement in accordance with Articles 8 and 9 of the Agreement between the European Union and the Republic of Seychelles on access for Seychelles fishing vessels to the waters of Mayotte, the Commission shall be authorised to approve the proposed amendments on behalf of the Union, under the following conditions:

1. The Commission shall ensure that the approval on behalf of the Union:

(a) is in accordance with the objectives of the common fisheries policy;

(b) is consistent with the relevant rules adopted by regional fisheries management organisations and takes account of joint management by coastal States;

(c) takes account of the latest statistical, biological and other relevant information sent to the Commission.

2. Before the Commission approves the proposed amendments on behalf of the Union, the Commission shall submit them to the Council in sufficient time before the relevant Joint Committee meeting.

3. The Council shall assess whether the proposed amendments comply with the criteria laid down in point 1 of this Annex.

4. Unless a number of Member States equivalent to a blocking minority of the Council in accordance with Article 16(4) of the Treaty on European Union object to the proposed amendments, the Commission shall approve them on behalf of the Union. If there is such a blocking minority, the Commission shall reject the proposed amendments on behalf of the Union.

5. If, in the course of subsequent meetings of the Joint Committee, it is impossible to reach an agreement, including on the spot, the matter shall be referred back to the Council, in accordance with the procedure set out in points 2 to 4, in order for the Union position to take account of new factors.

6. The Commission is invited to take, in due time, any steps necessary to follow up on the decision of the Joint Committee, including, where appropriate, publishing the relevant decision in the Official Journal of the European Union and submitting any proposal necessary for the implementation of that decision.

As regards other matters which do not concern amendments to the Agreement in accordance with Articles 8 and 9, the position to be adopted by the Union in the Joint Committee shall be determined in accordance with the Treaties and established working practices.