

**SUSTAINABLE FISHERIES PARTNERSHIP AGREEMENT BETWEEN THE EUROPEAN UNION AND  
THE REPUBLIC OF SEYCHELLES**

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

and

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

both hereinafter referred to as the "Parties",

CONSIDERING the close cooperation between the Union and Seychelles, particularly in the context of the Partnership Agreement between the members of the African, Caribbean and Pacific Group of States of the one part, and the European Community and its Member States, of the other part, as last amended <sup>(1)</sup> ("the Cotonou Agreement"), and their mutual desire to intensify that relationship,

HAVING REGARD TO the United Nations Convention on the Law of the Sea of 10 December 1982 (UNCLOS) and the Agreement for the Implementation of the Provisions of the United Nations Convention on the Law of the Sea of 10 December 1982 relating to 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 Agreement on Port State Measures to Prevent, Deter and Eliminate Illegal, Unreported and Unregulated (IUU) Fishing, and DETERMINED to take the necessary measures to implement them,

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

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

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

INTENDING, to those ends, to maintain a dialogue on the sectoral fisheries policy of Seychelles and to identify the appropriate means of ensuring that that policy is effectively implemented and that economic operators and civil society are involved in the process,

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

DESIROUS of applying the principle of non-discrimination for all foreign fishing vessels operating in the Seychelles fishing zone which have the same characteristics and target the same species as those covered by this Agreement and its implementing Protocol,

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

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<sup>(1)</sup> OJ ECL 317, 15.12.2000, p. 3.

HEREBY AGREE AS FOLLOWS:

#### *Article 1*

##### **Scope**

This Agreement establishes the principles, rules and procedures governing:

- economic, financial, technical and scientific cooperation in the fisheries sector with a view to promoting sustainable fishing in the Seychelles fishing zone to guarantee the conservation and sustainable exploitation of fisheries resources, and developing the Seychelles fisheries sector,
- the conditions governing access by Union fishing vessels to the Seychelles fishing zone,
- cooperation on the management, control and surveillance measures in the Seychelles fishing zone 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 IUU fishing is prevented,
- partnerships between operators aimed at developing economic activities in the fisheries sector and related activities, in the common interest.

#### *Article 2*

##### **Definitions**

For the purposes of this Agreement:

- (a) "Seychelles authorities", means the Ministry responsible for Fisheries;
- (b) "Union authorities" means the European Commission;
- (c) "Agreement" means the Agreement, its implementing Protocol and the Annex and Appendices thereto;
- (d) "Joint Committee" means a committee made up of representatives of the Union and Seychelles whose functions are described in Article 12 of this Agreement;
- (e) "the Seychelles fishing zone" means the part of the waters under the sovereignty or jurisdiction of Seychelles, in accordance with the Maritime Zones Act and other applicable laws of Seychelles, where Seychelles authorises Union vessels to engage in fishing activities;
- (f) "sustainable fisheries" means fishing in accordance with the objectives and principles enshrined in the Code of Conduct for Responsible Fisheries adopted at the FAO Conference of 1995;
- (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) "Union vessel" means a fishing vessel flying the flag of a Member State of the Union and registered in the Union;
- (i) "fishing vessel" means any vessel equipped for commercial exploitation of marine living resources;
- (j) "support vessel" means any Union vessel providing assistance to fishing vessels which is not equipped for catching fish and is not used for transshipment operations;
- (k) "joint enterprise" means a commercial company set up in Seychelles by vessel owners or national enterprises from the Parties in order to engage in fishing or related activities;
- (l) "landing" has the same meaning as in the IOTC context;
- (m) "transshipment" has the same meaning as in the IOTC context.

### Article 3

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

1. The Parties hereby undertake to promote sustainable fishing in the Seychelles fishing zone based on the principle of non-discrimination between the different fleets fishing in that fishing zone, without prejudice to the agreements concluded between developing countries within that geographical region, including reciprocal fisheries agreements.
2. Seychelles authorities undertake not to grant more favourable conditions than those accorded under this Agreement to other foreign fleets operating in the Seychelles fishing zone which have the same characteristics and target the same species as those covered by this Agreement and its implementing Protocol. The conditions concerned cover the conservation and sustainable exploitation, development and management of resources, financial arrangements, fees and rights relating to the issuing of fishing authorisations and relevant technical measures. The Seychelles authorities undertake to grant an appropriate share of the surplus of marine living resources for the Union fleet when relevant.
3. In the interest of transparency, Seychelles undertakes to make public and exchange information relating to any agreement authorising foreign vessels in the Seychelles fishing zone and the resulting fishing effort, in particular the number of fishing authorisations issued and the catches reported.
4. The Parties agree that Union vessels shall fish only the surplus of the allowable catch as provided for 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.
5. The Parties shall comply with conservation and management measures adopted by relevant regional fisheries management organisations (RFMOs) and in particular the IOTC, duly taking into account regional scientific assessments.
6. The Parties undertake to implement this Agreement in accordance with Article 9 of the Cotonou Agreement concerning essential elements regarding human rights, democratic principles and the rule of law, and fundamental elements regarding good governance.
7. The Parties shall cooperate with a view to contribute to the implementation of the sectoral fisheries policy of Seychelles through dedicated support provided in accordance with Article 8 of this Agreement and the relevant provisions of its implementing Protocol and shall to that end maintain a policy dialogue on the necessary measures.
8. The Parties shall also cooperate on carrying out *ex-ante*, ongoing and *ex-post* evaluations, both jointly and unilaterally, of measures, programmes and actions implemented on the basis of this Agreement.
9. The Parties hereby undertake to ensure that this Agreement is implemented in accordance with the principles of transparency and good economic and social governance.
10. In particular, the employment of Seychelles seamen on-board Union vessels shall be governed by the International Labour Organisation (ILO) Declaration on Fundamental Principles and Rights at Work, which shall apply to the relevant contracts and general terms of employment, and by relevant ILO Conventions and the laws of Seychelles. This concerns in particular the freedom of association and the effective recognition of the right to collective bargaining, and the elimination of discrimination in respect of employment and occupation and living and working conditions on-board the Union fishing vessels.
11. The Parties shall consult one another prior to adopting any decision that may affect the activities of Union vessels under this Agreement.

### Article 4

#### **Data and scientific cooperation**

1. The Parties shall encourage scientific cooperation to regularly assess the status of fish stocks in Seychelles fishing zone in collaboration with regional and sub-regional scientific bodies.

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

#### *Article 5*

##### **Exclusivity clause**

1. Seychelles shall grant fishing opportunities to Union vessels to engage in fishing activities in its fishing zone in accordance with this Agreement and its implementing Protocol.
2. Union vessels may engage in fishing activities in the Seychelles fishing zone covered by this Agreement only if they hold a fishing authorisation (defined as "licence" as per the Seychelles legislation) issued under this Agreement. All fishing activities not covered by this Agreement are prohibited.
3. The Seychelles authorities shall issue fishing authorisations to Union vessels exclusively under this Agreement.

#### *Article 6*

##### **Fishing authorisation**

1. The procedure for obtaining a fishing authorisation for a Union vessel, the vessel reference catch, the fees applicable and the method of payment to be used by ship-owners shall be as set out in the implementing Protocol to this Agreement.
2. The Parties shall ensure the proper implementation of those conditions and arrangements through appropriate administrative cooperation between their competent authorities.

#### *Article 7*

##### **Applicable law**

1. The fishing activities governed by this Agreement shall be subject to the laws and regulations in force in Seychelles, unless otherwise provided for in this Agreement or its implementing Protocol, in accordance with the principles of international law. The Seychelles authorities shall notify the Union authorities of any relevant amendments to its laws and regulations.
2. Without prejudice to the responsibilities of the flag State of Union vessels, Seychelles shall assume responsibility for the effective application of the fisheries monitoring, control and surveillance provisions provided for in the implementing Protocol to this Agreement. Union vessels shall cooperate with the Seychelles authorities responsible for carrying out such monitoring, control and surveillance.
3. The Union hereby undertakes that all possible and necessary steps are taken to ensure that its vessels comply with this Agreement and the laws of Seychelles governing the fishing activities in the Seychelles fishing zone.
4. The Union authorities shall notify without delay the Seychelles authorities of any changes to Union legislation with a potential impact on the activities of Union vessels under this Agreement.

*Article 8***Financial contribution**

1. The Union shall pay Seychelles a financial contribution in accordance with the terms and conditions laid down in the implementing Protocol to this Agreement. That contribution shall consist of two related elements, namely:
  - (a) access to the Seychelles fishing zone and fisheries resources, without prejudice to the access costs borne by the ship-owners; and
  - (b) Union's financial support for reinforcing responsible fishing policy and the sustainable exploitation of fisheries resources in Seychelles' waters.
2. The component of the financial contribution for the sectoral support referred to in point (b) of paragraph 1 shall be independent of the payments regarding access costs and shall be determined and managed in the light of the objectives identified by mutual consent between the Parties in accordance with the implementing Protocol to this Agreement, to be achieved in the context of the sectoral fisheries policy of Seychelles and the annual and multi-annual programme for its implementation.
3. The financial contribution granted by the Union shall be paid each year in accordance with the implementing Protocol to this Agreement and subject to this Agreement:
  - (a) the amount of the contribution referred to in point (a) of paragraph 1 may be revised by the Joint Committee in respect of:
    - (i) exceptional circumstances, other than natural phenomena, preventing fishing activities in the Seychelles fishing zone;
    - (ii) a reduction in the fishing opportunities granted to Union vessels, made by mutual agreement between the Parties for the purposes of managing the stocks concerned, where this is considered necessary for the conservation and sustainable exploitation of resources on the basis of the best available scientific advice;
    - (iii) an increase in the fishing opportunities granted to Union vessels, made by mutual agreement between the Parties where the best available scientific advice concurs that the state of resources so permits;
  - (b) the amount of the contribution referred to in point (b) of paragraph 1 may be revised as a result of a reassessment of the terms of the financial contribution for implementing the sectoral fisheries policy of Seychelles, where this is warranted by the specific results of the annual and multiannual programming observed by both Parties;
  - (c) the contribution referred to in paragraph 1 may be suspended as a result of the application of Article 16 or 17 of this Agreement.

*Article 9***Regional cooperation**

The Parties hereby endeavour to consult each other regularly within the framework of the IOTC and other relevant regional organisations of which they are members, in order to discuss and, where possible, coordinate respective decisions, including the possibility to submit joint proposals to those organisations.

*Article 10***Promoting cooperation**

1. The Parties shall encourage economic, commercial, scientific and technical cooperation in the fisheries sector and related sectors. They shall consult one another with a view to coordinating the different measures that might be taken to that end.
2. The Parties shall encourage the exchange of information on fishing techniques and gear, preservation methods and the industrial processing of fisheries products.
3. The Parties shall endeavour to create conditions favourable to the promotion of relations between enterprises from the Parties in the technical, economic and commercial spheres, by encouraging the establishment of an environment favourable to the development of business and investments.

4. The Parties shall cooperate with a view to promoting the landing of catches from Union vessels operating in the Seychelles fishing zone. Union vessels shall endeavour to procure in Seychelles all supplies and services required for their operations.

5. The Parties shall encourage, in particular, the setting-up of joint enterprises in their mutual interest. The creation of joint enterprises in Seychelles and the transfer of Union vessels to joint enterprises shall systematically comply with Seychelles legislation and Union legislation.

6. The Parties shall encourage both human and institutional capacity building in the fisheries sector, in order to improve skills development and enhance training capacities so as to contribute to sustainable fishing activities in Seychelles and the development of the Blue Economy.

#### *Article 11*

### **Cooperation in the area of monitoring, control and surveillance and in the fight against IUU fishing**

1. The Parties undertake to cooperate in the fight against IUU fishing activities with a view to the implementation of responsible and sustainable fishing.

2. Based on consultation within the Joint Committee, the Parties may agree to cooperate and carry out risk-based joint inspection programmes on Union vessels, so as to strengthen the application of the fisheries monitoring, control and surveillance provisions of the implementing Protocol to this Agreement and related corrective measures.

#### *Article 12*

### **Joint Committee**

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

2. The Joint Committee shall perform the following functions and, where appropriate, take decisions, with a view to:

- (a) monitoring the performance, interpreting and applying this Agreement and its implementing Protocol, including the definition of the annual and multi-annual programming referred to in Article 8(2) of this Agreement and the evaluation of its implementation;
- (b) providing the necessary liaison for matters of mutual interest relating to fisheries, including statistical analysis of data on catches;
- (c) acting as a forum for the amicable settlement of disputes regarding the interpretation or application of this Agreement;
- (d) performing any other function which the Parties may decide by mutual consent.

3. In addition, the Joint Committee may adopt modifications to the implementing Protocol to this Agreement in particular regarding:

- (a) the review of fishing opportunities where necessary and, consequently, of the relevant financial contributions;
- (b) the sectoral support procedures;
- (c) the conditions and modalities under which the Union vessels carry out their fishing activities.

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

5. The Joint Committee 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 an extraordinary meeting at the request of either of the Parties.

6. The Joint Committee may take decisions through exchange of letters, in urgent cases.

*Article 13***Geographical area to which this Agreement applies**

This Agreement shall apply, on the one hand, to the territories in which the Treaty on the Functioning of the European Union applies, under the conditions laid down in that Treaty and, on the other, to the territory of Seychelles.

*Article 14***Duration**

This Agreement shall apply for six years from the date of the commencement of its provisional application. It shall be tacitly renewable for additional periods of six years, unless notice of termination is given in accordance with Article 17.

*Article 15***Provisional application**

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

*Article 16***Suspension**

1. The application of this Agreement may be suspended at the initiative of either of the Parties in the event of:
  - (a) situations, other than natural phenomena, which arise that are beyond the reasonable control of the Parties and are such as to prevent fishing in the Seychelles fishing zone;
  - (b) a serious and unresolved dispute occurs between the Parties over the interpretation or implementation of this Agreement;
  - (c) one of the Parties ascertains a breach of essential and fundamental principles of human rights as laid out by Article 9 of the Cotonou Agreement and in accordance with the procedure set out in Article 8 and 96 thereof.
2. Suspension of the application of this Agreement shall be notified by either of the Parties to the other Party in writing and shall take effect three months after receipt of such notification. The receipt of that notification shall open consultations between the Parties within the Joint Committee with a view to finding an amicable solution to the dispute within a reasonable period.
3. Once such settlement is reached, the application of this Agreement shall resume and the amount of the financial contribution referred to in Article 8 shall, unless otherwise agreed, be reduced proportionately and *pro rata temporis* according to the period during which the application of this Agreement was suspended.

*Article 17***Termination**

1. This Agreement may be terminated by either of the Parties in the event of:
  - (a) situations, other than natural phenomena, which arise that are beyond the reasonable control of the Parties and are such as to prevent fishing in the Seychelles fishing zone;
  - (b) a depletion or degradation of the stocks concerned on the basis of best available independent and reliable scientific advice endorsed by both Parties;
  - (c) a significant reduction in the level of exploitation of the fishing opportunities granted to the Union vessels;
  - (d) a serious violation of the commitments made by the Parties with regard to combating IUU fishing;
  - (e) any other circumstances which amounts to violation of this Agreement by one of the Parties.

2. Termination of this Agreement shall be notified in writing by either of the Parties to the other Party and shall take effect six months after receipt of that notification, unless the Parties decide by mutual consent to extend that 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.

3. In the event of termination of this Agreement, payment of the amount of the financial contribution referred to in Article 8 for the year in which the termination takes effect shall be reduced proportionately and *pro rata temporis*.

#### Article 18

##### **Repeal**

The Fisheries Partnership Agreement between the European Community and the Republic of Seychelles <sup>(?)</sup>, which entered into force in November 2007, is hereby repealed.

#### Article 19

##### **Entry into force**

This Agreement shall enter into force when the Parties have notified each other of the completion of the necessary procedures for that purpose.

#### Article 20

##### **Authentic text**

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

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<sup>(?)</sup> OJ EU L 290, 20.10.2006, p. 2.



Съставено в Брюксел на двадесет и четвърти февруари две хиляди и двадесета година.

Hecho en Bruselas, el veinticuatro de febrero de dos mil veinte.

V Bruselu dne dvacátého čtvrtého února dva tisíce dvacet.

Udfærdiget i Bruxelles den fireogtyvende februar to tusind og tyve.

Geschehen zu Brüssel am vierundzwanzigsten Februar zweitausendzwanzig.

Kahe tuhande kahekümnenda aasta veebruarikuu kahekümne neljandal päeval Brüsselis.

Έγινε στις Βρυξέλλες, στις είκοσι τέσσερις Φεβρουαρίου δύο χιλιάδες είκοσι.

Done at Brussels on the twenty-fourth day of February in the year two thousand and twenty.

Fait à Bruxelles, le vingt-quatre février deux mille vingt.

Sastavljeno u Bruxellesu dvadeset četvrtog veljače godine dvije tisuće dvadesete.

Fatto a Bruxelles, addì ventiquattro febbraio duemilaventi.

Briselē, divi tūkstoši divdesmitā gada divdesmit ceturtajā februārī.

Priimta du tūkstančiai dvidešimtų metų vasario dvidešimt ketvirtą dieną Briuselyje.

Kelt Brüsszelben, a kétezer-husznadik év február havának huszonnegyedik napján.

Magħmul fi Brussell, fl-erbgha u għoxrin jum ta' Frar fis-sena elfejn u għoxrin.

Gedaan te Brussel, vierentwintig februari tweeduizend twintig.

Sporządzono w Brukseli dnia dwudziestego czwartego lutego roku dwa tysiące dwudziestego.

Feito em Bruxelas, em vinte e quatro de fevereiro de dois mil e vinte.

Întocmit la Bruxelles la douăzeci și patru februarie două mii douăzeci.

V Bruseli dvadsiateho štvrtého februára dvetisícdvadsať.

V Bruslju, dne štiriindvajsetega februarja leta dva tisoč dvajset.

Tehty Brysselissä kahdentenakymmenentenäneljäntenä päivänä helmikuuta vuonna kaksituhattakaksikymmentä.

Som skedde i Bryssel den tjugofjärde februari år tjugohundratjugo.

За Европейския съюз  
Por la Unión Europea  
Za Evropskou unii  
For Den Europæiske Union  
Für die Europäische Union  
Euroopa Liidu nimel  
Για την Ευρωπαϊκή Ένωση  
For the European Union  
Pour l'Union européenne  
Za Europsku uniju  
Per l'Unione europea  
Eiropas Savienības vārdā –  
Europos Sąjungos vardu  
Az Európai Unió részéről  
Għall-Unjoni Ewropea  
Voor de Europese Unie  
W imieniu Unii Europejskiej  
Pela União Europeia  
Pentru Uniunea Europeană  
Za Európsku úniu  
Za Evropsko unijo  
Euroopan unionin puolesta  
För Europeiska unionen



За Република Сейшели  
Por la República de Seychelles  
Za Seychelskou republiku  
For Republikken Seychellerne  
Für die Republik Seychellen  
Seišelli Vabariigi nimel  
Για τη Δημοκρατία των Σεϋχελλών  
For the Republic of Seychelles  
Pour la République des Seychelles  
Za Republiku Sejšele  
Per la Repubblica delle Seychelles  
Seišelu Republikas vārdā –  
Seišelių Respublikos vardu  
A Seychelle Köztársaság részéről  
Għar-Repubblika tas-Seychelles  
Voor de Republiek der Seychellen  
W imieniu Republiki Seszeli  
Pela República das Seicheles  
Pentru Republica Seychelles  
Za Seychelskú republiku  
Za Republiko Sejšeli  
Seychellien tasavallan puolesta  
För Republiken Seychellerna

