MEMORANDUM OF UNDERSTANDING

BETWEEN

MINISTERIAL CONFERENCE ON FISHERIES COOPERATION AMONG AFRICAN STATES BORDERING THE ATLANTIC OCEAN (ATLAFCO) AND

LONG DISTANCE REGIONAL ADVISORY COUNCIL (LDRAC)

Whereas the Ministerial Conference on Fisheries Cooperation among African States Bordering the Atlantic Ocean (ATLAFCO) is an inter-governmental organization created in 1989 and composed of 22 States; from Morocco to Namibia, and the Convention establishing ATLAFCO, "The Atlantic Regional Convention for Fisheries Cooperation," was adopted in 1991, with the main objectives to promote and strengthen the regional cooperation on fisheries development; and to coordinate and to harmonize efforts and capacities of stakeholders for the conservation and sustainable use of fisheries resources;

Whereas the "Long Distance Regional Advisory Council" (LDRAC) has been created in 2004 on the basis of the EU Council Decision 585/2004, and it has become operational in 2007 following the adoption of the EU Commission Decision 2007/206/CE, with the aim to advise the European Commission on issues regarding the management and conservation of fisheries resources to contribute to the implementation of the principles of the Common Fisheries Policy outside Community waters and to improving the external relations of the EU in fisheries matters;

ATLAFCO and LDRAC are referred hereinafter as the Parties;

Whereas the Parties have common goals and objectives with regard to the preservation and sustainable use of fish resources and the conservation of marine biodiversity in Waters under the jurisdiction of Member States of ATLAFCO, hereinafter referred to as "west African waters", wish to collaborate to achieve these common goals and objectives within their respective mandates and governing rules and regulations,

Whereas the parties intend to establish a broader cooperation aimed at harmonizing their activities and promoting synergies through the following Memorandum of Understanding (hereafter referred to as "MoU"),

ATLAFCO AND LDRAC HAVE AGREED TO COOPERATE UNDER THIS MoU AS FOLLOWS:

Clause 1 Purpose

The purpose of this MoU is to provide a framework of cooperation and understanding and to facilitate collaboration between the Parties to further their shared goals and objectives in relation to the conservation of marine biodiversity and the sustainable use of marine resources in the areas of competence with regard to their respective mandates and the rules and regulations of the Member States.

Clause 2 Areas and Scope of cooperation

The Parties have agreed on the following areas of cooperation for this MoU:

a. Protection and preservation of the marine environment

b. Sustainable use of marine resources

c. Harmonization of policies

d. Surveillance, monitoring and control of fishing operations
e. Reinforcement of professional and technical training
f. Development of fisheries research
g. Fisheries data collection, processing and use
h. Combatting IUU fishing
i. Transparency as regards the conditions of access to fish resources and fishing activities.

2. The details about the activities to be developed within the remit of areas of cooperation set above, include, but are not limited to:

a. Promoting and strengthening means that ensure the collection of information relating to fisheries that is on relevance for the development of a more comprehensive framework, bearing in mind the need to reinforce links between stakeholders and scientific advice leading to conservation and management measures in West African Waters;

b. Developing a joint forum, including via the Internet and other available electronic means and tools, that builds upon existing synergies thus leading to the targeting of common tasks linked to joint priorities;

c. Enhancing the incidence of each Party in the activities of the other, including in view of a more direct involvement in relation to ATLAFCO's Member States priorities and actions;

d. Collaborating in the elaboration of policy making through a bilateral communication system that improves the flow of relevant information. Specific activities will be identified and carries out on the basis of a protocol pursuant to Clause 4.7

3. The areas of cooperation are relevant within the context of the mandates of the Parties. As appropriate, they will be revised to be in line with those decisions of the governing bodies of the Parties.

4. The ATLAFCO and the LDRAC shall work together, to the extent possible, within the remit of their respective mandates, for the implementation of the activities undertaken in accordance with this MoU taking into account that ATLAFCO is composed of representatives of the Ministers in charge of fisheries in the Member States and that the LDRAC is composed of representatives from the fisheries sector and other interest groups affected by the Common Fisheries Policy.

Clause 3 Organizational arrangements pertaining to cooperation

1. The Parties shall hold bilateral consultations on matters of common interest, in accordance with an agenda agreed in advance by them, aiming also at the development/review of their joint activities. Relevant international organizations and relevant initiatives/projects may be invited by both Parties to join such consultations that will take place at least once per year, through face-to-face meetings or remote conferences. The following two items should be examined, as appropriate, in occasion of consultations:

a. technical and operational issues related to furthering the objectives of the MoU;

b. Review progress in the work by the Parties in implementing the MoU.

2. Further bilateral meetings at desk-to-desk and at expert level will be encouraged and convened on an ad hoc basis, as deemed necessary by the Parties to address priority matters regarding the implementation of activities in specific areas, countries and regions.

3. Where the Parties convene a meeting at which policy matters related to this MoU will be discussed, the Parties will, as appropriate, invite each other.
4. ATLAFCO and the LDRAC will inform relevant governing bodies on the process made in implementing this MoU by including this issue in the agenda of each Ordinary Meeting/Annual Session of their respective governing bodies.

5. The Parties will encourage, and where possible promote, exchange of information and joint activities between both Secretariats.

6. Nothing under this MoU imposes financial obligation upon either Party. If the Parties mutually agree to allocate specific funds to facilitate an activity undertaken pursuant to this MoU, such an agreement will be reflected in writing and signed by both Parties. In particular, for the implementation of joint activities within the framework of this MoU that might involve payment of funds, a specific protocol will be entered into, as appropriate, taking into account those relevant administrative and financial rules and procedures applicable to the Parties.

7. Both the COMHAFAT and the LDRAC will identify, as appropriate, focal points within their organizations to coordinate cooperation under this MoU. In addition, both Parties shall identify an overall focal point responsible for the implementation and the monitoring of the activities under this MoU.

Clause 4 Knowledge management

1. The Parties will undertake, within their global knowledge network and to the extent possible, to facilitate mutual access to relevant information and body of work, as well as dissemination between them.

2. The Parties will consider the possibility of joint missions and the hosting of joint training activities and information sessions.

Clause 5 Status of personnel

For the purpose of implementation of this MoU, no agents, sub-contractors or employees of one of the Parties shall be considered in any way as agents or staff of the other Party. Each of the Parties shall not be liable for the acts of omissions of the other Party or its personnel/persons performing on behalf of it.

Clause 6 Confidentiality

Neither of the Parties nor its personnel shall communicate to any other person or entity external to the members and stakeholders of ATLAFCO or LDRAC, any confidential information made known to it by the other Party in the course of the implementation of this MoU nor shall it use this information to private or company advantage. This provision shall survive the expiration of termination of this MoU.

Clause 7 Dispute settlement

Any dispute between the Parties, concerning the interpretation and the execution of this MoU, or any document or arrangement relating thereto, shall be settled by negotiation between the Parties. Any differences that may not be so settled shall be brought to the attention of the Executive Heads of the two Parties for final resolution.

Clause 8 Official emblems and logos

Neither Party shall use the name, emblem or logos of the other Party, its subsidiaries, affiliates, and/or authorized agents, or any abbreviation thereof, in publications and documents produced by the Parties, without the express prior written approval of the other Party in each case.

Clause 9 Intellectual property rights

Intellectual property rights relating to any project under or activity pursuant to this MoU will be managed in accordance with the rules and policies of each Party. In any case, the Parties shall consult with each other regarding the joint management of these rights so as to ensure their respect.
Clause 10 Notification and amendments

1. Each Party shall notify the other in writing, within 3 months of any proposed or actual changes that it deems necessary for this MoU.

2. Upon receipt of such notification, the Parties shall consult each other with a view of reaching an agreement on any actual or proposed change(s) suggested in accordance with Clause 11.1

3. This MoU may be amended only by mutual agreement of the Parties reflected in writing.

Clause 11 Entry into force

This MoU shall enter into force provisionally at the date of its signature by both Parties and definitely after approval by the Governing bodies of both ATLAFCO and LDRAC

Clause 12 Termination

1. This MoU may be terminated by either Party by giving 6 months prior written notice to the other Party.

2. Upon termination of this MoU, the rights and obligations of the parties defined under any specific arrangement established in accordance with Clause 4.7 and Clause 9 of this MoU shall remain effective, unless agreed otherwise.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties affix their signatures below.

For ATLAFCO

Nayon Moses Bilijo
President

Abdelouahed Benabbou
Executive Secretary

For the LDRAC

Antonio Schiappa Cabral
President

Carlos Aldereguía
Executive Secretary
Memorandum of Understanding

This Memorandum of Understanding (hereinafter referred to as the "MoU") is made between the Seychelles Fishing Authority (hereinafter referred to as the "SFA"), P. O. Box 449, Fishing Post, Victoria, Seychelles, represented by the Chief Executive Officer Mr. Finley Racombo

and OPAGAC on behalf of ALBACORA S.A./ INTERATUN, Ltd / ISABELLA FISHING, Ltd. And COMPAÑÍAS EUROPEAS DE TÚNIDOS S.A. (hereinafter referred to as the "THE FLEET") address Ayala 54, 28001 Madrid, (Spain) and represented by Mr. Julio Morón.

Article 1 - PURPOSE AND INTENT

This MoU covers the observations made by SFA observers under the international rules on-board tuna purse-seiners of the FLEET (as specified in annex 1), that are licensed to operate in the Seychelles EEZ. It defines data collection, repatriation and processing procedures, its usage and sharing, as well as payment.

Article 2 - OBJECTIVES

2.1 Scientific data collection on tuna purse-seiners fishing operations, emphasizing on bycatch and discards, targeting a minimum of 5% of fishing operations as per stipulated by the Indian Ocean Tuna Commission (IOTC resolution) 11/04 on the establishment of a regional observer scheme.

2.2 Data collection on Fishing Aggregation Devices (FAD): deployment, retrieval, type, numbers as well as type of activities undertaken on FAD.

Article 3 - DEFINITIONS

3.1 Under the terms of this MoU, data consists of an elemental coded description of an event or information (fishing geographical location, species identification, fishing method, biometric measurements...etc.), logged in paper and/or in computer.

3.2 Raw data correspond to the immediate input of observations conducted by the observers on-board. These data may have explicit elements of private nature (fishing events geographical position for example), being therefore strictly confidential and are not to be disclosed without the express agreement of both Parties and vessel owners.

3.3 Aggregated data is the result of the combination of data and processing of raw data. These data is obtained through a statistical process and provide general information on groups that have common characteristics. Contrary to raw data, aggregated data can be made available to third parties after it has undergone statistical process.

Article 4 – GENERAL TERMS & CONDITIONS

4.1 A Vessel Operator receiving one or more Observers will take appropriate measures within its competence to ensure to the extent possible that any Observers designated by SFA will be taken on board such vessel to observe collect scientific information on the said vessel that are of research interest to the Vessel Owner and the SFA as set out in annex 2.

4.2 For the implementation of the Programme, vessels Captains shall accept deployment of observers on their vessels.

4.3 Vessel Operators will also be required to ensure seaworthiness and safety of the vessel platform consistent with Seychelles Maritime Safety Administration guidelines on safety for vessels.
4.4 For all vessels proof of seaworthiness in the form of the vessels valid safety certificate and a copy of the vessels P&I insurance policy will be submitted to the SFA Observer Logistic Coordinator,

4.5 A copy of the Observer Report shall be transmitted to the Vessel Operator within 30 days following observer disembarkation, for each trip covered.

**Article 5 – CONDITIONS FOR OBSERVER DEPLOYMENT**

5.1 The anticipated duration of a single observer deployment on board a Purse Seine Vessel is expected to be not longer than 2 fishing trips of 30 days each one approximately and shall not, without prior agreement between the Observer Logistic Coordinator and the Vessel Operators exceed these limits.

5.2 The Vessel Operator shall take such steps as are necessary, including the instruction of its Vessel(s) and/or Fishing or Support Vessel(s) to assist in the efficient and safe disembarkation of the observer, in accordance with agreed procedures for placing or recovering observers from vessels, annex 5.

5.3 Foreign vessels operating under licence must return the observer to port upon completion of a fishing trip or options for repatriation from another ports must be specified and the costs thereof be negotiated prior to the observer embarkation.

5.4 In the event of the observer on-board becoming seriously sick or injured, then the vessel owner will be requested to repatriate the observer by any means as soon as practically possible for the best professional treatment and/or to the observers home base.

5.4 Where possible, observer embarkation/disembarkation directly onto the Purse Seine Vessels shall take place in any port by the quayside in order to ensure the safest means of transferring observers to/from vessels. However, when this is not feasible, three (3) options exist for observer transfer (annex 5):

- Option 1: Transfer from/to a launch in and around a port area.
- Option 2: Transfer at-sea from the Vessel to a vessel that has recently left port; and
- Option 3: Transfer at-sea from the Vessel onto a vessel returning to port

The Vessel Operator shall take such steps to ensure that these operations are performed under the conditions set out in annex 5.

5.5 As soon as possible and prior to the vessel leaving port or getting underway, (if the observer embarks via a launch or transfer vessel), the Observers shall be required to conduct a pre-sea inspection and familiarisation tour of the vessel as described in Annex 6.

5.6 Should there be any major deficiency recorded in the safety standards onboard and the vessel does not comply with any single item of the “minimum compulsory safety requirements” listed below, the Observer will not be permitted to embark on the vessel. The details of this shall be reported to the Observer Logistic Coordinator immediately by the most direct means of communication available. In this situation a full report will be submitted to the Observer Logistic Coordinator and the Vessel Operator.

5.7 The following selection of items covered by Pre-Sea Inspection (Annex 6) are the “minimum requirements” for an observer to be permitted to sign onto the designated vessel.
Safety Certificate (Safety Management Certificate)

The vessel must have onboard a current and valid Safety Certificate that does not expire for a period of at least four months from the date of embarkation of the observer. The total crew compliment on board the vessel INCLUDING THE OBSERVER must not exceed the maximum specified number of crew listed in the safety certificate.

Life Rafts

The Life rafts must have the capacity to accommodate the full crew compliment; including the observer. (In other words the total life raft capacity must be equal to or exceed 100% of the vessels compliment)

Life Rafts must be within their serviceable date, which must cover the expected maximum duration of observer deployment.

All Life Rafts must be fitted with a serviceable Hydrostatic Release mechanism.

Life Jackets

There must be a total number of life jackets onboard, readily available at the emergency muster stations to accommodate each of the compliment onboard the vessel.

All Life Jackets must comply with IMO – SOLAS LSA standards.

GMDSS Requirements

The vessel must be GMDSS compliant in accordance to its tonnage and its area of operation.

Any component of the GMDSS requirement that is out of date or unserviceable will render the vessel as NOT being GMDSS compliant. These items shall include inter alia EPIRP’s, SART’s and distress flares and rockets.

5.8 This procedure will apply to all vessels onto which an observer is embarked; including any vessels used to transfer observers. It is noted however, that a pre-sea inspection may not be possible in the case of observers embarking on a transfer vessels at sea. For this reason, the Observer Logistic Coordinator requires all Vessels embarking an observer for the first time to do so in port. Should circumstances require subsequent observer changeovers may take place without the Vessel returning to port, following the procedures described in Annex 6. The only exception to this would be in an emergency situation, in which case the Observer Logistic Coordinator will endeavour to obtain copies of the relevant safety documents from the transfer vessel operators in advance of the transfer taking place.

5.9 The Observer Logistic Coordinator must ensure that observer of each vessel of the Fleet will be replaced once period of embarkation is filled up. Observer onboard, who is signing off, have to inform to Observer Logistic Coordinator in enough time about vessel port entry in order to prepare new observer to sign on.

Article 6 – REPONSIBILITIES

6.1 - Under this MoU, SFA’s responsibilities shall be the following:
i. Training and coordination of Seychelles observers (safety, species identification, collect and input of data etc.);

ii. Allocation of sampling equipment needed for the execution of observer work on board tuna purse-seiners as per stipulated in annex 2;

iii. Deployment of observers from Port Victoria, Mahé, Seychelles and other regional ports;

iv. Cross-checking of data sets and of other documentation (data forms and final report);

v. Internet transfer of observer report to be done the latest 30 days after the return of the observer

vi. Internet transfer of data sets and other documentation to be done the latest 45 days after the return of the observer

vii. Postal transfer of filled data forms, of observer mission report and of a CD room with filled database, digital version of observer report, photos and films taken by the observer, scan of the original data forms.

6.2 Under this MOU, the Vessel Operator’s Responsibilities shall be the following:

I. In order to initiate observer deployment, the Vessel Operator shall submit the following information to the Observer Logistic Coordinator:

   a. Name of Vessel
   b. Flag State and Registration Number;
   c. Call Sign
   d. Port of departure
   e. Port of observer embarkation;
   f. Method of deployment onto the vessel, (Ports side, Harbor Launch Vessel Transfer);
   g. Date of departure of Vessel / Transfer Vessel;
   h. Planned Fishing area
   i. Fishing Method and gear
   j. Target species
   k. Port of arrival / observer disembarkation
   l. Date of arrival / observer disembarkation
   m. Other port visits expected (location and date) (Where applicable for vessels that may fish outside the countries EEZ)
   n. The name and contact details of the agents/operators responsible for managing operations
   o. Confirmation that the Vessel has Protection and Indemnity (P&I) or equivalent insurance.1
   p. Copy of the vessels current Safety Certificate Relevant copies of the vessels fishing licenses.

II. The Observer Logistic Coordinator will make travel arrangements for the observer in accordance with the information forwarded by the notice, supplied by the Vessel Operator. Every effort shall be made by the Vessel Operator to provide accurate information regarding ports of embarkation and disembarkation at the earliest opportunity to enable the Observer Logistic Coordinator to make travel arrangements for the observer in a timely and efficient manner. Wherever possible, the Observer Logistic Coordinator will confirm this information directly with the Vessel Operator prior to making travel bookings for the observer.

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1Since the observer is designated as part of the ship’s crew he/she is included in the ship’s insurance provisions for officers as provided by the vessel’s P&I certificate. The Observer Coordinator will arrange additional, independent and adequate travel insurance provision for observers deployed under the SFA Observer Program.
III. The observer is contracted for the trip, should the plans of the vessels subsequently deviate from those originally provided to Observer Logistic Coordinator in paragraph 14, (e.g. change of dates and ports of embarkation and/or disembarkation / or the vessel fails to comply to the minimum safety requirements. The Observer Logistic Coordinator will liaise with the vessel operator whether to keep the observer on stand-by or cancel the deployment. The vessel operators will be liable for any cost incurred from changes in the program that where these were not communicated to the OLC in advance and before the deployment process commenced.

IV. The mobilisation of the observer from their home base to the point of embarkation will only commence when the MoU is signed by the Vessel Owner/Operator and has been received by the Observer Logistic Coordinator. It is the responsibility of the Vessel Operator to send the signed copy of the MoU directly to the Observer Logistic Coordinator.

V. For all Vessels (including transfer vessels) receiving an Observer for the first time, the observer must be embarked in port at the quayside. The Vessel Operator shall make arrangements for the vessel to be in port at the pre-arranged time and place for embarkation of the observer. If it is not possible for the vessel to be berthed, the only acceptable means of boarding will be via a registered launch for port berthing operations, (paragraph 9 Option 1). In these situations the agents for the vessel shall be required to accompany the Observer onboard to assist the observer and remain onboard until the Pre-Sea safety inspection has been completed.

VI. Vessel Operators shall ensure that their captains and crew make the following arrangements for the observer whilst onboard the Vessel:

VII. The Observer signs on “ships articles” and is designated part of vessels crew for the duration of the trip, (this is to be facilitated by the vessel’s agent)

VIII. Observers shall be allowed access to the fishing gear and equipment and the vessel catch records, to perform their functions. as stipulated in Annex 2.

IX. Upon request, Observers shall also be allowed access to the following equipment, if present on the vessels to which they are assigned, in order to facilitate the carrying out of their reporting requirements:

i. Satellite navigation equipment;

ii. Electronic means of communication;

X. Observers shall be provided accommodations, including lodging, food and sanitary facilities, equal to those of the officers on board the Vessel;

XI. Observers shall be provided with adequate space on the bridge or pilot house for clerical work, as well as space on deck adequate for carrying out their duties as Observers (see Annex 3);

XII. The Vessel Operator shall ensure, where possible that captains, crew and vessel owners cooperate and assist Observers in the performance of their duties if requested.

6.3 Under this MoU, the observers responsibilities shall be the following:

I. Observers shall comply with the Standards of Conduct and Behaviour of Observers (Annex 4), specifically:

II. Observers shall treat as confidential all information with respect to the fishing operations and accept this requirement in writing as a condition of appointment as an Observer;

III. Observers shall comply with requirements established in the laws and regulations of the flag State which exercises jurisdiction over the vessel to which the Observer is assigned; and

IV. Observers shall respect the hierarchy and general rules of behavior which apply to all vessel personnel.

Article 7 - FINANCIAL CONTRIBUTION

7.1 In compensation for the services provided, SFA shall received a unit price of 65 €uro (inclusive of all applicable taxes) for a full man day of observation as per defined below.
7.2 A full man day of observation is defined as a day of presence of the observer on board of a fishing vessel starting from a port, arriving to a port or while fishing. All interruption during the fishing trip (port call without unloading for crew changing, collection of supplies, or mechanical break) is included in the days of presence of the observer on board.

7.3 The number of full man day of observation shall be calculated at the end of each trip and cumulated over a period of 3 months. An invoice shall be submitted to the fishing fleet on a quarterly basis and shall be paid within 30 days of the date of receipt of the invoice. Payment shall be made at the end of each quarter by bank transfer to the bank account stipulated by SFA.

Article 8 - CONFIDENTIALLY/INTELLECTUAL PROPERTY RIGHTS

8.1 Property

Knowledge, technologies, methods and know-how, photos, movies and data of any kind collected by observers during the days of observation paid by the program are jointly owned in equal share by the “SFA” and “THE FLEET” and the information shall not be divulge to a third party without the consent of both parties.

8.2 Publication and communication

Publications and communications resulting from the collaboration defined by this MoU shall be previously agreed between the two Parties and shall mention the contribution made by each party.

Copy of any publication made by one party shall be transmitted to the other party. The data and images of individual vessels should not be made public or disclosed to a third party without prior consent of the owners of the vessels concerned.

Article 9 – ENTRY INTO EFFECT, DURATION AND TERMINATION

9.1 The arrangements described by this MoU are applicable upon its signature.

9.2 This MoU represents the entire understanding between the parties in respect of the Programme and supersedes any prior written or oral representations, warranties or agreements.

9.3 The present MoU is valid for a period of one (1) year (extendable) after the date of signature. Option for the extension of this MoU shall be with the consent of both Parties.

9.4 Either Party may discontinue its participation in activities under this MoU at any time, and should notify the other Party in writing. The termination shall take effect one (1) month following receipt by the addressee of the notice to terminate.

9.5 Any dispute arising out of this MoU should be settled amicably between the two parties.

For the Seychelles Fishing Authority

Signed: ____________________________
Chief Executive Officer

Date: 26/1/2015

For the Vessel Owner/Operator

Signed: ____________________________
Managing Director OPAGAC

Date: ____________________________

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To be signed in triplicates
Annex I:

Tuna purse-seiners, of the OPAGAC (Albacora S.A., Interatun, Ltd. Isabella Fishing, Ltd. And Compañía Europe de Túñidos) fleet covered under this MoU

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Annex 2:

**OBSERVERS RESEARCH AND SAMPLING REQUIREMENTS**

In terms of the Seychelles National Observer Programme; Fisheries Observers will be responsible for the following research and sampling requirements:

1) To observe, record, and collect at sea high quality scientific data.
2) To collect *in situ* unbiased data on:
   - Nature of the fishing operations and areas fished
   - Catch composition of fish brought onboard.
   - Verification of vessel logbooks.
   - Size composition, sex ratio and reproductive status of target species.
   - By-catch mortality and discard component.
   - General trip details describing the target species.
   - Vessel specifications, fishing and electronic equipment.
   - Additional data on oceanography, weather
   - Information on interactions with other vulnerable marine species.
   - Collect specific scientific samples such as: stomach contents, otoliths, genetic samples, etc. as requested.
Annex 3

STANDARDS OF CONDUCT & BEHAVIOR OF OBSERVER LOGISTIC COORDINATOR

Definitions

Conflict of interest - Participation in activities or relationships with other persons, resulting in the impairment or possible impairment of a person's objectivity in performing the contract work.

Direct financial interest - Any source of income to, or capital investment or other interest held by, an individual, partnership, or corporation or an individual's spouse, immediate family member or parent that could be influenced by performance or non-performance of duties under the contract.

Conduct

1. The Observer Logistic Coordinator shall not hold any direct financial interest in the observed fishery (other than the provision of observer service) including, but not limited to, vessels or shore side facilities involved in the catching or processing of the products of the fishery, companies selling supplies or services to those vessels or shore side facilities, or companies purchasing raw or processed products from these vessels or shore side facilities. The interests of a spouse or minor child of a Director or an employee of the Observer Logistic Coordinator are considered those of the Observer Logistic Coordinator.

2. The Observer Logistic Coordinator shall assign observers without regard to any preference expressed by representatives of vessels based on, but not limited to, observer race, gender, age, religion, or sexual orientation.

3. The Observer Logistic Coordinator shall not solicit or accept, directly or indirectly, any gratuity, gift, favour, entertainment, loan or anything of monetary value from anyone who conducts activities that are regulated by SFA, or who has interests that may be substantially affected by the performance or non-performance of the official duties of the Observer Logistic Coordinator and/or its employees.

4. The Observer Logistic Coordinator shall not deploy observers in a manner or under such circumstances that are inconsistent with the agreed guidelines on safety.
Annex 4

STANDARDS OF CONDUCT & BEHAVIOR OF OBSERVERS

Definitions

Conflict of interest - Participation in activities or relationships with other persons, resulting in the impairment or possible impairment of a person's objectivity in performing the contract work.

Direct financial interest - Any source of income to, or capital investment or other interest held by, an individual, partnership, or corporation or an individual's spouse, immediate family member or parent that could be influenced by performance or non-performance of duties under the contract.

Conduct

1. An individual is only considered a certified Observer when trained and employed by the SFA

2. Observers may not participate in any activity which would:
   a. Cause a reasonable person to question the impartiality or objectivity with which the Observer Program is administered;
   b. Significantly impair the observer’s ability to perform his/her duties.
   c. Adversely affect the efficient accomplishment of the Program's mission

3. Observers may not have direct financial interest in the observed fishery, other than the provision of observer services including, but not limited to, vessels or shore-side facilities involved in the catching or processing of the products of the fishery, companies selling supplies or services to those vessels or shore-side facilities, or companies purchasing raw or processed products from these vessels or shore-side facilities. The interests of a spouse or minor child are considered those of the observer.

4. Observers may not solicit or accept, directly or indirectly, any gratuity, gift, favour, entertainment, loan or anything of monetary value from anyone who conducts activities that are regulated by SFA, or who has interests that may be substantially affected by the performance or non-performance of the observers' official duties.

5. Observers may not serve as observers on any vessel or at any shore-side facility owned or operated by a person who previously employed the observer in any capacity.

6. Observers may not solicit or accept employment as a crew member or an employee of the vessel or shore-side processor in any fishery while employed as an observer.

7. A person may not serve as an observer in a fishery during the 3 consecutive months following the last day of his/her employment as a paid crew member or employee in that fishery.

8. Observers may not engage in an activity that may give rise to the appearance of a conflict of interest that may cause another individual to question the observer's impartiality, fairness or judgment.
9. Observers must avoid any behaviour that could adversely affect the confidence of the public in the integrity of the Observer Programme including, but not limited to the following:
   b) Observers must diligently perform their duties.
   c) Observers must accurately record their sampling data, write complete reports. If the observer chooses to report any suspected violations of regulations relevant to conservation of marine resources or their environment that they observe, it must be done honestly.
   d) Observers must preserve the confidentiality of the collected data and observations made on board the Vessels.
   e) Observers must refrain from engaging in any illegal actions or any activities that would reflect negatively on their image, on other observers, or the Observer Program, as a whole. This includes, but is not limited to:
      i. Engaging in drinking of alcoholic beverages while on duty
      ii. Engaging in the use or distribution of illegal substances
      iii. Becoming physically or emotionally involved with vessel personnel

**Behaviour on board**

10. Scientific Fisheries Observers are not employed in an enforcement role. Their function is to collect fisheries and biological data for scientific research purpose.

11. Observers are not in the employ of vessel operators and are not directly involved with vessel operations.

12. While onboard, observers must follow the protocols below:
   a. Observers shall treat all information relating to the fishing operations of the vessel as confidential;
   b. Observers shall comply with requirements established in the laws and regulations of the flag State;
   c. Observers shall respect the hierarchy and general rules of behaviour, which apply to all vessel personnel.

13. In particular the observer protocol requires that:
   o The Observer is under the authority of the Captain regarding vessel operation and safety at sea;
   o The Observer has no authority to advise or direct any of the vessels operational activities, nor has he/she any authority over the vessels personnel;
   o The Observer has access to all operational areas of the vessel necessary to complete their work including the bridge, navigation and communication equipment.
   o The Observer should try to secure cooperation with the officers to ensure that their activities do not hinder normal fishing and operations.
Annex 5

CONDITIONS FOR OBSERVER DEPLOYMENT & RECOVERY AND VESSEL TRANSFER OPERATIONS

In the event that Observer embarkation/disembarkation directly onto Vessels is not possible in port by the quayside, three (3) options exist for observer transfer. In each case, transfers shall be made during daylight hours and sea conditions must be evaluated and judged to pose no undue risk to the observer before any at sea transfer can take place.

Option 1: Transfer from/to a launch in and around a port area.

Option 2: Transfer at-sea from a vessel left port onto the designated vessel.

Option 3: Transfer at-sea from the observed vessel onto a vessel returning to port.

All of these options involve transfers between the Observed vessel and another vessel at-sea and for Options 3 does not permit a Pre-sea Boarding Inspection (see Annex 5) to be performed. This procedure is not without risk and the Observer Logistic Coordinator shall agree to its implementation only under the following terms and Conditions:

The Observer Logistic Coordinator will apply the following protocol when taking decisions regarding observer deployments:

1. Low risk options will have priority

   Embarkation and Disembarkation

   In port or within port limits
   
   • Directly onto the vessel tied up alongside
   • Onto a launch to transfer to the vessel at anchor via local port services

2. Medium risk options will be considered, but only if the vessels involved have been identified and approved by the Observer Logistic Coordinator to undertake such transfers. These transfer vessels will require port inspection and must have a clean safety record issued by the flag state safety authority and must submit safety certification and inspection documentation.

3. High risk options

   In the event of the observer being ill or injured the above condition may be overlooked.

High risk options will take the following procedures into account.
Transfers must be conducted using the following operational guidelines which reflect best practice health and safety standards for transferring individuals at sea:

- Only Observers that have been trained and instructed in vessel safety requirements to be deployed;
- All vessels designated by Vessels Operators must be identified and cross referenced with the list of vessels previously inspected or verified by the Observer Logistic Coordinator;
- Prior to transfer onto a transfer vessel, valid safety certification must be submitted to or verified by the Observer Logistic Coordinator;
- The Observer Logistic Coordinator will approve transfer on the basis of safety certification;
- For an out-going Observer using a transfer vessel for deployment onto a designated Vessel for SWIOFP research observations:
  
  i. Where appropriate a Safety Inspection (equivalent to the Pre-sea Boarding Inspection; see Annex 5) will be performed on all vessels;
  
  ii. Observers will notify the Observer Logistic Coordinator of the results of the Inspection. If satisfactory the transfer can proceed and report “safe transfer” to the Observer Logistic Coordinator. If the Inspection results are not satisfactory, the Observer Logistic Coordinator will notify the Vessel Operator.
  
  iii. 1 hour prior to transferring the Observer to the Vessel, Observers will report details of the timing and location of the transfer to the Observer Logistic Coordinator.
  
  iv. Once the transfer has been completed the Observer will conduct an Inspection on the vessel and report the results to the Observer Logistic Coordinator;

- For returning Observers being transferred from a Vessel onto a transfer vessel:
  
  i. Only in exceptional circumstances will observers be transferred to vessels with the intention to deploy gear prior to returning to port;
  
  ii. 1 hour prior to the transfer, Observers will report details of the timing and location of the transfer to the Observer Logistic Coordinator.
  
  iii. Once the transfer has been completed the Observer will conduct an Inspection on the vessel and report the results to the Observer Logistic Coordinator;
  
  iv. Observers will notify the Observer Logistic Coordinator of the results of the Inspection. If satisfactory the transfer can proceed and report “safe transfer” to the Observer Logistic Coordinator. If the Inspection results are not satisfactory, the Observer Logistic Coordinator will notify the Vessel Operator.

- The Observer will notify the Observer Logistic Coordinator of any change in conditions;
- The Observer will notify the Observer Logistic Coordinator once within port limits;
- The Observer will notify the Observer Logistic Coordinator when vessel is alongside and disembarkation is successful and customs and immigration requirements have been completed.

Any indication of poor sea conditions or inadequate protocols and equipment supplied by the vessels will result in the transfer being aborted. The Observer Logistic Coordinator will not compromise on observer safety and if conditions are not suitable, the observer will remain on the originating vessel until suitable transfer arrangements can be made.

Observer transfer reporting Form

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Transfer Vessel Details

- Name: ________________________________
- IOTC Record Number, (if applicable): ________________________________
- Flag: ________________________________
- Registration Number: ________________________________
- Radio Call sign: ________________________________
- Agent/Owner/Charterers details: ________________________________
- Vessel's Communication
  - Telephone: ________________________________
  - Fax: ________________________________
  - Telex: ________________________________
- Valid Protection & Indemnity certification [YES ☐ NO ☐]

Operational Details

- Current date: ______/____/____
- Current Location: Latitude: ______________ Longitude: ______________
- Transfer date: ______/____/____
- Transfer position: Latitude: ______________ Longitude: ______________
- Port of arrival / departure: ________________________________
- Estimate time of arrival / departure: ________________________________
Annex 6
Pre-Sea Boarding Inspection

Fill in fields where possible and comments where necessary.

<table>
<thead>
<tr>
<th>Observer / Observer Logistical Coordinator</th>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vessel Agent</td>
<td>Signature</td>
</tr>
</tbody>
</table>

**Vessel Details:**
- **Vessel Name**
- **Captain Name**
- **Call Sign**
- **Flag**
- **Size GRT**
- **LOA**
- **Number of Crew**

<table>
<thead>
<tr>
<th>Vessel contact Number</th>
<th>Telephone</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Fax</td>
</tr>
<tr>
<td></td>
<td>Inmarsat (A/C/M) &amp; No.</td>
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</table>

<table>
<thead>
<tr>
<th>Vessel Agents</th>
<th>Name</th>
</tr>
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<tbody>
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<td></td>
<td>Telephone</td>
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<td></td>
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</tr>
<tr>
<td></td>
<td>Mobile</td>
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<tr>
<td></td>
<td>Email</td>
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**Safety Equipment:**

<table>
<thead>
<tr>
<th>Valid Safety Certificate (Y/N)</th>
<th>Issuing Authority</th>
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</table>

**Life Boats**

<table>
<thead>
<tr>
<th>Type</th>
<th>Number</th>
<th>Capacity</th>
<th>Launch method</th>
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<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Gravity Davit or Free Fall</td>
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</table>

**Life Rafts**

<table>
<thead>
<tr>
<th>Type</th>
<th>Number</th>
<th>Capacity</th>
<th>Hydrostatic release</th>
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<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Yes / No</td>
</tr>
</tbody>
</table>

**Life Jackets**

<table>
<thead>
<tr>
<th>Inflatable/Packed</th>
<th>Number</th>
<th>Location</th>
<th>SOLAS Approved</th>
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</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Cabin /Muster Station/ Both</td>
<td>Yes / No</td>
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</table>

**Immersion Suits**

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<thead>
<tr>
<th>Number</th>
<th>Location</th>
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<tbody>
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<td>Cabin /Muster Station/ Both</td>
<td>Yes / No</td>
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**Life Buoys**

<table>
<thead>
<tr>
<th>Number</th>
<th>Free Release</th>
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<tr>
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<td>Yes / No</td>
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</table>

**Flares:**

<table>
<thead>
<tr>
<th>Location</th>
<th>If checked No. / Exp Date</th>
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</table>

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<table>
<thead>
<tr>
<th>First Aid Materials Location</th>
<th>Certified Medical Officer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fire Extinguishers</td>
<td></td>
</tr>
<tr>
<td>Positioned in main corridor’s (Y/N)</td>
<td>Charge seals intact (Y/N)</td>
</tr>
<tr>
<td>Positioned on bridge (Y/N)</td>
<td>Charge seals intact (Y/N)</td>
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**GMDSS Requirements:**

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<thead>
<tr>
<th>Radio Equipment</th>
<th>HF Operational yes or no</th>
<th>MF Operational yes or no</th>
<th>VHF Operational yes or no</th>
<th>INMARSAT Operational yes or no</th>
<th>NAVTEX Operational yes or no</th>
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**EPIRB’s**

<table>
<thead>
<tr>
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<th>Location</th>
<th>Release manual / float free</th>
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<tbody>
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<table>
<thead>
<tr>
<th>SART’s</th>
<th>Number</th>
<th>Location</th>
<th>Release manual / float free</th>
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</thead>
<tbody>
<tr>
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**Accommodation:**

<table>
<thead>
<tr>
<th>Single Cabin or Sharing</th>
<th>Comment</th>
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</table>

**Vessel Emergency Evacuation and Muster Stations Lists – Displayed (Y/N)**

**General Comments:**

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