

## **THE FEDERATED STATES OF MICRONESIA ARRANGEMENT FOR REGIONAL FISHERIES ACCESS**

### **PREAMBLE**

The Parties to this Arrangement,

**RECALLING** that, in accordance with international law, each of the Parties has established an exclusive economic or fisheries zone which extends up to two hundred nautical miles from the baseline from which their respective territorial seas are measured and within which they respectively and separately exercise sovereign rights for the purposes of exploring, exploiting, conserving and managing all living marine resources;

**HAVING REGARD** to the objectives of the South Pacific Forum Fisheries Agency Convention 1979 and the Nauru Agreement Concerning Cooperation in the Management of Fisheries of Common Interest 1982 and in particular the promotion of regional cooperation and coordination of fisheries policies and the need for implementation of these objectives through regional and sub-regional arrangements;

**NOTING** the decision of the thirteenth annual meeting of the Parties to the Nauru Agreement held at Honiara on 29 April 1994 to effectively manage and control the purse seine fishery in the Central and Western Pacific region by a scheduled reduction in the number of foreign purse seine fishing vessels to be allowed access to fish;

**FURTHER NOTING** the primary objective of the *Palau Arrangement for the Management of the Western Pacific Fishery as Amended – Management Scheme (Purse Seine Vessel Day Scheme)* to limit the fishing effort by purse seine vessels in the respective exclusive economic zones to the levels of total allowable effort agreed by the Parties to the Palau Arrangement;

**CONSCIOUS** of the need for greater participation by their nationals in fisheries for highly migratory fish stocks in the Central and Western Pacific region and the need to develop and promote their own national fisheries industries;

**TAKING** into account the *Bikenibeu Declaration* endorsed on 21 October 2009 by Ministers of the Parties to the Nauru Agreement on Securing Greater Value from their Common Fisheries Wealth and their decision to establish the Parties to the Nauru Agreement Office (PNA Office);

**FURTHER TAKING** into account the *Koror Declaration* agreed on 25 February 2010 by Leaders of the Parties to the Nauru Agreement to increase the economic value and derive greater benefits from tuna resources;

**COMMITTED** to cooperating to secure for their nationals and for the region as a whole the maximum sustainable economic benefits from the tuna resources of the Central and Western Pacific region;

**DESIRING** to establish terms and conditions under which fishing vessels which provide long-term, sustainable and quantifiable economic benefits to the Parties may be granted preferential access to the exclusive economic and fisheries zones of the Parties;

**HAVE AGREED** as follows:

**PART I**  
**DEFINITIONS AND OBJECTIVES**

**ARTICLE 1**  
**DEFINITIONS**

In this Arrangement:

- (a) “Administrator” means the Administrator prescribed under Article 7;
- (b) “applicable national law” means any provision of a law, however described, of a Party which governs the fishing activities of fishing vessels, being a law identified in Schedule 1 of Annex V;
- (c) “Arrangement Area” means the exclusive economic or fisheries zones of the Parties to this Arrangement except for waters closed to fishing in accordance with Schedule 2 of Annex V;
- (d) “eligibility criteria” means the criteria set out in Annex III;
- (e) “eligible fishing vessel” means a fishing vessel of the Parties which has been duly entered on the Register of Eligible Fishing Vessels maintained by the Administrator pursuant to Article 3 of this Arrangement;
- (f) “fishing” means:
  - (i) searching for, catching, taking or harvesting fish;
  - (ii) attempting to search for, catch, take or harvest fish;
  - (iii) engaging in any other activity which can reasonably be expected to result in the locating, catching, taking or harvesting of fish;
  - (iv) placing, searching for or recovering fish aggregating devices or associated electronic equipment such as radio beacons;
  - (v) any operations at sea directly in support of, or in preparation for, any activity described in this paragraph;
  - (vi) use of any other vehicle, air or sea-borne, for any of the activities described in this paragraph except for emergencies involving the health and safety of any person on board a vessel or the safety of a vessel; or
  - (vii) any related activity
- (fbis) “fishing day” means a day of fishing as defined in the *Palau Arrangement for the Management of the Western Pacific Fishery as Amended – Management Scheme (Purse Seine Vessel Day Scheme)* except operations complying with a non fishing day described in the Purse Seine Vessel Day Scheme.
- (g) “fishing vessel of the Parties” means any purse seine fishing vessel flying the flag of or based in a Party to this Arrangement;

- (h) “home Party” in respect of a fishing vessel, means the Party which has issued a licence, permit or authorization to the vessel, authorizing the vessel to fish in the exclusive economic or fisheries zone of that Party and through which the application for entry on the Register of Eligible Fishing Vessels pursuant to Article 3 is made, and the phrase “home Party of a vessel” shall be construed accordingly;
- (i) “operator” means any person who is in charge of, directs or controls a vessel, including the owner, charterer or master;
- (*ibis*) “Parties to the Nauru Agreement Office” or “PNA Office” means the office established under Article V of the Nauru Agreement as amended;
- (j) “Party” means a State Party to this Arrangement and “Parties” means all such States from time to time;
- (*jbis*) “PNA Observer Agency” means the agency approved by the Parties to the Nauru Agreement to administer and coordinate the placement of observers and to manage of the observer programme established pursuant to Article 17 of this Arrangement;
- (k) “regional access licence” means a regional access licence issued to fishing vessels of the Parties pursuant to this Arrangement;
- (l) “related activities” in relation to fishing means:
  - (i) refuelling or supplying fishing boats, selling or supplying fishing equipment or performing other activities in support of fishing;
  - (ii) on-shore storing, buying or processing of fish or fish products from the time they are first landed; or
  - (iii) storing, buying, transshipping, processing or transporting fish or fish products taken from the Arrangement Area up to the time such fish or fish products are first landed;
- (m) “transshipment” means the transfer of any or all of the fish on board a vessel onto another vessel, either directly or by off-loading the fish from the vessel onto the shore and thence immediately onto another vessel, for the purposes of transporting that fish elsewhere; and
- (n) “Vessel Day Scheme” means the vessel day scheme (VDS) described in the *Palau Arrangement for the Management of the Western Pacific Fishery as Amended – Management Scheme (Purse Seine Vessel Day Scheme)*.

## ARTICLE 2 OBJECTIVES OF THIS ARRANGEMENT

The objectives of this Arrangement shall be:

- (a) to cooperate to secure, for the mutual benefit of the Parties, the maximum sustainable economic benefits from the exploitation of the tuna resources of the Central and Western Pacific;

- (b) to promote greater participation by nationals of the Parties in fisheries and assist in the development of national fisheries industries of the Parties;
- (c) to establish a licensing regime under which fishing vessels of the Parties may gain access to the waters within the Arrangement Area on terms and conditions no less favourable than those granted by the Parties to foreign fishing vessels under bilateral and multilateral access arrangements;
- (d) to establish and enforce agreed criteria to ensure that only those fishing operations which are capable of providing genuine and quantifiable economic benefits to the Parties, in the form of domestic or locally based vessels or on-shore development, including processing, are eligible for licences pursuant to this Arrangement;
- (e) to allow access to the exclusive economic and fisheries zones of the Parties by purse seine fishing vessels on terms and conditions which are consistent with the provisions of the Palau Arrangement for the Management of the Western Pacific Fishery as amended from time to time; and
- (f) to further the objectives of the *Nauru Agreement Concerning Cooperation in the Management of Fisheries of Common Interest, 1982*.

## PART II REGISTRATION AND LICENSING

### ARTICLE 3 REGISTER OF ELIGIBLE FISHING VESSELS

1. The Administrator shall, for the purposes of this Arrangement, maintain a Register of Eligible Fishing Vessels which shall contain the following information in respect of each vessel entered on the Register:

- (a) the name of the vessel;
- (b) international radio call sign;
- (c) country of registration;
- (d) FFA VID number;
- (e) VDS Register number;
- (f) name and address of owner or owners;
- (g) name and address of operator (where different from the owner); and
- (h) the name of the home Party of the vessel.

2. Where a Party to this Arrangement is satisfied that a fishing vessel of that Party satisfies the eligibility criteria, that Party may apply to enter such fishing vessel on the Register of Eligible Fishing Vessels. Applications for registration shall be made in the form set out in Annex I.

3. Upon receipt of a duly completed application the Administrator shall forthwith enter the vessel concerned on the Register of Eligible Fishing Vessels. The Administrator shall immediately notify the Parties, and the operator of the vessel, of the entry of a vessel onto the Register of Eligible Fishing Vessels and shall circulate the details of the vessel to all Parties.

4. It shall be a condition of entry onto the Register of Eligible Fishing Vessels that:

- (a) for each day that an eligible fishing vessel is:
  - (i) in the Arrangement Area; or
  - (ii) on the high seas, during the course of a fishing trip involving fishing in the Arrangement Area; and
- (b) immediately following the off-loading of any fish from an eligible fishing vessel,

an entry or entries shall be completed in ink in the English language on the catch report form as set out in Annex II. Such forms shall be posted by registered airmail or by email to the Administrator within fourteen days following the date of completion of the off-loading operation.

5. The Administrator shall notify the Parties at three-monthly intervals of the name, call sign, VDS Register number, home Party and FFA VID number of all fishing vessels of the Parties entered on the Register of Eligible Fishing Vessels.

#### ARTICLE 4 VOLUNTARY DELETION

Where for any reason the licence issued by the home Party in respect of a vessel is cancelled, withdrawn, voluntarily relinquished or not renewed, or where the home Party is satisfied that the vessel concerned has not satisfied or no longer satisfies the eligibility criteria, that Party shall forthwith request the Administrator to delete the vessel from the Register of Eligible Fishing Vessels. The Administrator shall comply with any such request by the home Party and shall immediately notify the Parties of the deletion of the vessel from the Register of Eligible Fishing Vessels and the reason for the deletion.

#### ARTICLE 5 REVIEW AND EVALUATION

1. At least two months prior to the Annual Meeting of the Parties under Article 8, the Administrator shall, engage an independent auditor to review and assess, in respect of each registered vessel, or, as appropriate, the fishing enterprise under which such registered vessel operates. The independent auditor shall, request, through the home Party of the vessel concerned, the information specified in paragraph 2 of this Article and shall compile a report on the operations of each vessel with respect to the eligibility criteria for consideration at the Annual Meeting of the Parties. The home Party of the vessel shall take such measures as may be necessary to ensure that the information specified in paragraph 2 of this Article is provided to the Administrator in a timely manner.

2. In compiling a report to the Parties pursuant to paragraph 1 of this Article the independent auditor shall request the following information:

- (a) details of equity holdings;
- (b) number of nationals trained;
- (c) number and proportion of nationals employed and the total payroll to national employees;
- (d) details of onshore investments;
- (e) details of local purchases made; and
- (f) any further information as may be necessary.

3. The Annual Meeting of the Parties shall consider the report of the independent auditor in respect of each vessel, including any information supplied through the home Party by the operator of the vessel or the fishing enterprise pursuant to paragraphs 1 and 2 of this Article and shall review the operations of all vessels entered on the Register of Eligible Fishing Vessels and assess the extent to which the vessel, or the fishing enterprise, as appropriate, has satisfied the eligibility criteria and fulfilled the objectives of this Arrangement.

4. The Annual Meeting of the Parties may request the independent auditor, the home Party of the vessel, or the operator, to provide such further information as may be necessary.

5. Where, following the review and evaluation under paragraph 3 of this Article, and taking into account the findings obtained under paragraph 4 of this Article, the Parties determine, at the Annual Meeting or at a Special Meeting of the Parties, that the vessel, or the fishing enterprise under which that vessel operates, has not met the eligibility criteria and has not fulfilled the objectives of this Arrangement, or where insufficient information has been made available to enable any evaluation to take place, the Parties shall direct the Administrator to delete the vessel from the Register of Eligible Fishing Vessels.

## **ARTICLE 6**

### **ACCESS TO THE ARRANGEMENT AREA**

1. Before a fishing vessel of the Parties may be issued with a regional access licence pursuant to this Arrangement, the vessel must first be duly registered on the Register of Eligible Fishing Vessels and the VDS Register.

2. Where a fishing vessel of the Parties is duly registered in accordance with the provisions of Article 3, the operator may apply, through the home Party of the vessel, to the Administrator, in accordance with the procedures set out in Annex IV, for a regional access licence authorizing the vessel to fish in the Arrangement Area.

3. It shall be a condition of any regional access licence issued pursuant to this Arrangement that the vessel in respect of which the regional access licence is issued is operated in accordance with the requirements of Annex V.

4. A regional access licence may be denied by the Administrator on the grounds set out in Annex IV.

5. Where a fishing vessel of the Parties is deleted from the Register of Eligible Fishing Vessels in accordance with the provisions of this Arrangement, any regional access licence issued in respect of that vessel shall, in the case of voluntary deletion from the register

or non-renewal of registration, be cancelled thirty days following the deletion of the vessel from the Register of Eligible Fishing Vessels or upon the date of expiry of the licence, whichever is the sooner. In the case of deletion from the Register of Eligible Fishing Vessels for any other reason, the regional access licence shall be cancelled immediately upon the deletion from the register.

6. If full payment of any amount due as a result of a final judgment or other final determination deriving from an occurrence relating to this Arrangement in waters within the jurisdiction of a Party, is not made to that Party within sixty days, the regional access licence for the vessel involved shall be suspended at the request of that Party and that vessel shall not be authorized to fish in the Arrangement Area until that amount is paid to that Party. For the purposes of this Article “final judgment” means a judgment of a court of a Party from which no appeal proceedings have been initiated within sixty days.

7. The Administrator shall maintain a record of all regional access licences issued pursuant to this Arrangement, including the date of issue and expiry of such licences.

8. The Administrator shall notify the Parties each month of the name, call sign, VDS Register number, FFA VID number, regional access licence number and expiry date of such licence of all purse seine vessels licensed to fish in the Arrangement Area under this Arrangement.

### PART III ADMINISTRATRATION

#### ARTICLE 7 ADMINISTRATOR

1. The Administrator of this Arrangement shall be the Director of the Parties to the Nauru Agreement Office.
2. The Administrator shall be responsible to the Parties for:
  - (a) performing the functions required of the Administrator by this Arrangement;
  - (b) receiving information, documents and payments in accordance with the terms of this Arrangement;
  - (c) convening meetings of the Parties; and
  - (d) performing any other function in order to satisfy any requirement of this Arrangement.
3. The Administrator’s functions prescribed in this Arrangement shall be performed consistently with any direction given by the Parties at the Annual Meeting or at a Special Meeting of the Parties.
4. In performing the Administrator’s functions prescribed under this Arrangement, the Administrator shall consult with the Parties and shall take all necessary steps to ensure that all reports and other information required by the Parties are provided in a timely manner.

**ARTICLE 8**  
**MEETINGS OF THE PARTIES**

1. The Parties agree to convene an Annual Meeting of the Parties. The Annual Meeting shall be convened immediately preceding or following the annual meeting of the Parties to the Nauru Agreement. The purposes of the Annual Meeting shall be:

- (a) to review the operations of all vessels entered on the Register of Eligible Fishing Vessels and assess the extent to which each vessel, or fishing enterprise, as appropriate, has satisfied the eligibility criteria and fulfilled the objectives of this Arrangement;
- (b) to review the eligibility criteria;
- (c) to adopt amendments to this Arrangement;
- (d) to review the level of fees;
- (e) to discuss cooperative enforcement measures;
- (f) to consider the effectiveness of the observer programme established pursuant to Article 17 and to adopt procedures for the implementation of the programme;
- (g) to consider and approve an administrative costs budget, which shall consist only of the direct costs of performing functions and providing services in accordance with this Arrangement;
- (h) to consider requests to accede to this Arrangement by member States of the Pacific Islands Forum Fisheries Agency pursuant to Article 22(2); and
- (i) to perform any other functions to satisfy any requirement of this Arrangement or as are necessary to attain the objectives of this Arrangement.

2. The Administrator shall, upon request by any Party, and with the approval of at least two other Parties, convene a Special Meeting of the Parties at the date and place determined by the Administrator in consultation with the Parties.

3. Member countries of the Pacific Islands Forum Fisheries Agency, not Party to this Arrangement, may attend, as observers, meetings of the Parties held pursuant to this Arrangement.

4. The Parties shall adopt and amend, as necessary, rules of procedure for the Annual Meeting and Special Meetings of the Parties.

**ARTICLE 9**  
**PROVISION OF INFORMATION**

1. The Administrator shall provide all data received pursuant to this Arrangement to the Parties in a timely manner in accordance with this Arrangement, and in particular shall:

- (a) provide all data relating to fishing activities in waters under the jurisdiction of any Party to that Party;



- (b) provide all data relating to the fishing activities of an eligible fishing vessel to the home Party of that vessel; and
  - (c) distribute such data, including high seas data, as may be agreed by the Parties.
2. The Administrator shall maintain the confidentiality of all data which is received pursuant to this Arrangement, unless:
  - (a) this Arrangement provides otherwise;
  - (b) the Parties agree otherwise;
  - (c) the Administrator is authorized by a Party to release data relating to fishing activities in waters under that Party's jurisdiction; or
  - (d) the Administrator is authorized by the home Party of a vessel to release data relating to the fishing operations of that vessel.
3. Each Party shall ensure that the confidentiality is maintained of any data received pursuant to this Arrangement concerning fishing activity in the exclusive economic or fisheries zone of any other Party.
4. For the purposes of this Arrangement, each Party shall provide to the Administrator, as early as practicable, a description of any area considered by its Government to be subject to its fisheries jurisdiction.

#### ARTICLE 10 DISTRIBUTION OF PAYMENTS

1. Any payment received by the Administrator pursuant to this Arrangement shall be deposited within one week of receipt in United States dollars in an insured or Government guaranteed bank account or accounts so that the deposits will earn the highest amount of interest reasonably available.
2. The Administrator shall distribute any amount received pursuant to this Arrangement less administrative costs in accordance with the formula and the manner agreed by the Parties from time to time. Any amount distributed shall include fees for fishing days attributable for a distribution period and the fee for a fishing day shall be determined by the Parties from time to time.
3. The Administrator shall provide details of any amount distributed to the Annual Meeting or a Special Meeting of the Parties convened in accordance with Article 8.

#### ARTICLE 11 AUDITING OF ACCOUNTS

1. The Administrator shall appoint an independent auditor to audit any account in which amounts deposited in accordance with Article 10 are held, prior to the distribution of any amount in accordance with this Arrangement.
2. The Administrator shall permit each Party to inspect any raw data, books and accounts which relate to the Administrator's functions pursuant to this Arrangement.

**PART IV**  
**COMPLIANCE AND ENFORCEMENT**

**ARTICLE 12**  
**COMPLIANCE POWERS**

1. Each Party shall ensure, to the fullest extent possible in accordance with its laws and regulations, that its fishing vessels shall not engage in fishing within the exclusive economic or fisheries zone of any other Party unless duly licensed under this Arrangement or under other licensing arrangements.

2. Nationals and fishing vessels of one Party which fail to comply with the provisions of this Arrangement or with the laws and regulations of any other Party relating to fisheries shall be dealt with in accordance with the relevant laws and regulations of that Party.

**ARTICLE 13**  
**COOPERATION IN ENFORCEMENT**

1. Each Party shall, at the request of any other Party, take all reasonable measures to assist in the investigation of an alleged violation of this Arrangement.

2. Where a Party has probable cause to believe that a fishing vessel of the Parties, while within the waters under the jurisdiction of that Party:

- (a) did not have a licence to fish;
- (b) was involved in an infringement of an applicable national law;
- (c) was involved in any incident in which an authorized officer or observer was allegedly assaulted with resultant bodily harm, physically threatened, forcefully resisted, refused boarding or subjected to physical intimidation or physical interference in the performance of his or her duties as authorized pursuant to this Arrangement;
- (d) transhipped or off-loaded catch otherwise than in accordance with Annex V;
- (e) was used for fishing in waters closed to fishing pursuant to Annex V;
- (f) was used for fishing in any Limited Area as described in Annex V, except as authorized in accordance with that Annex;
- (g) was used for fishing for any kinds of fish other than tunas, except that other kinds of fish may be caught as an incidental by-catch;
- (h) was involved in an incident in which evidence which otherwise could have been used in proceedings concerning the vessel has been intentionally destroyed; or
- (i) was involved in a serious violation of any other provision of this Arrangement or of a law or regulation, other than a violation described in sub-paragraphs (a) to (h) of this paragraph,

and such vessel has not submitted to the jurisdiction of the Party concerned, that Party may request the home Party of the vessel to fully investigate the alleged violation, whereupon the home Party shall investigate and report as soon as practicable and in any case within two

months to the requesting Party and the Administrator on that investigation and on any action taken or proposed to be taken by the home Party in accordance with this Article in relation to the alleged violation.

3. In the event that a report provided pursuant to paragraph 2 of this Article establishes to the satisfaction of the Parties concerned that there are reasonable grounds to believe that the vessel concerned has been involved in a violation of this Arrangement as set out in paragraph 2, the home Party of the vessel shall, at the request of the Party in whose waters the violation took place,

- (a) in the case of a fishing vessel flying the flag of the home Party:
  - (i) take all necessary measures to ensure that the vessel concerned submits to the jurisdiction of the requesting Party; or
  - (ii) take appropriate action against the vessel to the extent permitted by its national laws and regulations or otherwise to the mutual satisfaction of the Parties concerned,
- (b) in the case of any other fishing vessel:
  - (i) use its best efforts to ensure that the operator of the vessel submits to the jurisdiction of the requesting Party; or
  - (ii) to the extent possible under its national laws and regulations, or under any agreement in force between the investigating Party and the flag State of the vessel concerned, take appropriate action against the vessel or the operator of the vessel.

#### ARTICLE 14 ARREST AND SEIZURE

1. Where the authorities of one Party arrest or seize nationals or fishing vessels of another Party, the arresting Party shall promptly notify the other Party of the action taken. The arresting Party shall also notify the flag State of the vessel where the home Party of the vessel concerned is not also the flag State.

2. Nationals and fishing vessels, including members of the crew of such fishing vessels (whether or not such crew are nationals of a Party), of any Party arrested or seized pursuant to this Arrangement shall be promptly released upon the posting of reasonable bond or security as determined by the courts of the arresting Party. Penalties applied in accordance with this Arrangement for fishing violations may not include imprisonment or corporal punishment.

#### ARTICLE 15 JOINT SURVEILLANCE

The Parties shall cooperate in the enforcement of the provisions of this Arrangement and their fisheries laws and regulations in accordance with the provisions of the Niue Treaty on Cooperation in Fisheries Surveillance and Law Enforcement in the South Pacific Region and to this end shall cooperate to develop regionally agreed procedures for the conduct of fisheries surveillance and law enforcement in the Arrangement Area.

**ARTICLE 16**  
**PORT STATE ENFORCEMENT**

Whenever a fishing vessel of the Parties enters a port or offshore terminal of one of the Parties, the port State may inspect documents and catch on board such vessel and, when such inspection discloses reasonable grounds for believing that the vessel has contravened the provisions of this Arrangement, may detain the vessel for such reasonable period as is necessary for the home Party, or, if the home Party is not the flag State of the vessel, the flag State, to take control of the vessel or otherwise take responsibility for enforcement purposes.

**ARTICLE 17**  
**OBSERVER PROGRAMME**

1. The Parties shall establish an observer programme for the purposes of implementing and achieving the objectives of this Arrangement and shall establish appropriate administrative measures for the effective implementation of such a programme in accordance with the following principles:

- (a) Each fishing vessel of a Party licensed under this Arrangement and fishing in the exclusive economic zone of another Party shall carry an observer from a national observer programme other than the observer programme of the home Party of the vessel, under the conditions set out in Part 7 of Annex V. If such an observer is not available, the fishing vessel shall have on board one observer from a subregional observer programme.
- (b) Observers shall be trained and certified in accordance with the Pacific Islands regional fisheries observer standards. Each of the Parties shall be entitled to have its nationals included in the programme.
- (c) The programme shall have complete coverage by observers of the total number of trips by fishing vessels of the Parties licensed pursuant to this Arrangement and, unless otherwise agreed at the outset of the trip, observer operations will be based on the placement of observers at ports of trip origin for complete trips.
- (d) The activities of observers shall include monitoring the level of compliance with the provisions of this Arrangement and reporting of their findings to the Administrator and the home Party of the vessel.
- (e) The Administrator shall ensure that all reports received from observers placed under the provisions of this Arrangement are circulated widely, in a timely manner, to all Parties which may be affected by or have an interest in the reports.

2. The PNA Observer Agency shall, on behalf of the Administrator, coordinate the observer programme.

**PART V**  
**SETTLEMENT OF DISPUTES**

**ARTICLE 18**  
**CONSULTATIONS**

At the request of any Party, consultations on the interpretation or implementation of this Arrangement will be held with any other Party within sixty days of the date of receipt of the request. All other Parties will be notified by the requesting Party of such requests for consultations and, subject to the agreement of the Parties concerned, any Party may be permitted to participate, as an observer, in such consultations.

**ARTICLE 19**  
**DISPUTE SETTLEMENT**

1. The Parties shall settle any dispute between them concerning or arising out of the interpretation or implementation of this Arrangement by peaceful means of their own choice, including arbitration.

2. Where a dispute arises between Parties concerning or arising out of the interpretation or implementation of this Arrangement, the Parties to the dispute shall proceed expeditiously to an exchange of views regarding its settlement by negotiation or other peaceful means.

**PART VI**  
**FINAL PROVISIONS**

**ARTICLE 20**  
**SIGNATURE**

This Arrangement shall remain open for signature at the South Pacific Forum Fisheries Agency Headquarters by the Parties to the *Nauru Agreement Concerning Cooperation in the Management of Fisheries of Common Interest 1982* for twelve months from the date of its adoption.

**ARTICLE 21**  
**ENTRY INTO FORCE**

1. This Arrangement is not subject to ratification and will enter into force thirty days after signature by whichever is the last to sign of the Federated States of Micronesia, the Republic of Kiribati and the Independent State of Papua New Guinea.

2. For each State acceding to this Arrangement after its entry into force, this Arrangement shall enter into force on the thirtieth day following the date that an instrument signifying accession by that State is received by the depositary.

**ARTICLE 22**  
**ACCESSION**

1. This Arrangement shall remain open for accession by Parties to the *Nauru Agreement Concerning Cooperation in the Management of Fisheries of Common Interest 1982*.

2. Following entry into force this Arrangement shall remain open for accession by any other State, being a member State of the Pacific Islands Forum Fisheries Agency, with the concurrence of the Parties.

**ARTICLE 23**  
**RESERVATIONS**

Reservations to this Arrangement shall not be permitted.

**ARTICLE 24**  
**AMENDMENT**

1. Except as otherwise specifically provided in the Annexes to this Arrangement, any amendment to this Arrangement proposed by a Party shall be adopted only by unanimous decision of all of the Parties to this Arrangement at the Annual Meeting or at a Special Meeting of the Parties.

2. An amendment shall be incorporated in this Agreement and shall have effect immediately after the Annual Meeting that approves the amendment or in the case where one or more Parties are not present at the Annual Meeting or at the Special Meeting of the Parties, thirty days following the date upon which the Party or Parties have notified the depository of their acceptance of the proposed amendment.

3. Any Party which proposes to establish or amend a Closed Area or Limited Area for the purposes of this Arrangement shall notify the Administrator of the details of its proposal at least four calendar months prior to the Annual Meeting of the Parties. The Administrator shall promptly notify the other Parties of such proposal.

4. Any proposal made in accordance with paragraph 3 of this Article shall be tabled as a non-negotiable amendment to Annex V at the Annual Meeting of the Parties, and no Party shall propose any amendment thereto during that meeting, except with the consent of the Party proposing the amendment.

**ARTICLE 25**  
**WITHDRAWAL**

1. Any Party may withdraw from this Arrangement by giving written notice to the depository. Withdrawal shall take effect one year after receipt of such notice.

2. If this Arrangement ceases to have effect for any Party, this Arrangement shall cease to have effect for that Party from such time that all distributions are made, pursuant to Article 10 and Annex VI, which affect that Party.

**ARTICLE 26**  
**STATUS OF ANNEXES**

The Annexes form an integral part of this Arrangement and, unless expressly provided otherwise, a reference to this Arrangement includes a reference to the Annexes relating thereto.

**ARTICLE 27**  
**DEPOSITARY**

The depository for this Arrangement shall be the Pacific Islands Forum Fisheries Agency.

**IN WITNESS WHEREOF** the undersigned plenipotentiaries, being duly authorized thereto, have signed this Arrangement

**DONE AT** Honiara on the thirtieth day of November, Nineteen Hundred and Ninety Four.

FEDERATED STATES OF MICRONESIA

REPUBLIC OF KIRIBATI

REPUBLIC OF THE MARSHALL ISLANDS

REPUBLIC OF NAURU

REPUBLIC OF PALAU

INDEPENDENT STATE OF PAPUA NEW GUINEA

SOLOMON ISLANDS

TUVALU

**ANNEX I**



**REGISTER OF ELIGIBLE FISHING VESSELS  
APPLICATION FOR REGISTRATION**

**FEDERATED STATES OF MICRONESIA ARRANGEMENT  
FOR REGIONAL FISHERIES ACCESS**

**PNA Office**

**Phone (692) 625 7626**

**PO BOX 3992**

**Fax (692) 625 7628**

**Majuro Islands 96960**

**Email**

**Marshall Islands**

**INSTRUCTIONS:** Underline Surname

Address means complete mailing address

**Part A: *To be completed by vessel owner, charterer or authorised agent***

**Vessel**

Name of Vessel \_\_\_\_\_ FFA VID No. \_\_\_\_\_  
Radio Call Sign \_\_\_\_\_ VDS Register Number \_\_\_\_\_

*If the vessel is not currently on the VDS Register an application for registration must accompany this form*

**Vessel Owner**

Name \_\_\_\_\_ Tel No. \_\_\_\_\_  
Address \_\_\_\_\_ Fax No. \_\_\_\_\_  
\_\_\_\_\_ Email \_\_\_\_\_  
\_\_\_\_\_

**Vessel Operator** If different from Vessel Owner

Name \_\_\_\_\_ Tel No. \_\_\_\_\_  
Address \_\_\_\_\_ Fax No. \_\_\_\_\_  
\_\_\_\_\_ Email \_\_\_\_\_

**Part B: [Official Use Only] *To be completed by licensing official(s) of the Home Party***

**Home Party**

Name of authorised officer \_\_\_\_\_ Authority \_\_\_\_\_  
Signature \_\_\_\_\_ (dd/mm/yy) \_\_\_\_\_

Points Evaluation (show points given by home Party for each attribute)

Equity	Vessel Flag	Nationals Employed	Local Offloading	Purchase of Local Fuel	<u>EITHER</u> Government Revenue <u>OR</u> Onshore Investment	Total Points





## SPC / FFA REGIONAL PURSE-SEINE LOGSHEET INSTRUCTIONS

Logsheets must be completed for each trip. The start of a trip is defined to occur when a vessel leaves port to transit to a fishing area or to transit to another port to complete unloading. The end of a trip is defined to occur when a vessel enters port to unload part or all of the catch.

## Block One: Vessel Identification and Trip Information

Country of Registration and Registration Number in Country of Registration: Print the name of the country in which the vessel is registered (e.g. "Japan") and the registration number issued by the country in which the vessel is registered (e.g. "ME1-808").

FFA Vessel Register Number: Print the number issued by the Forum Fisheries Agency for inclusion of the vessel on the FFA Vessel Register (e.g. "12345"). WCPFC Identification Number: Print the number issued by the Flag State.

Fishing Permit or License Number(s): If the vessel fished under one or more bilateral access agreements, then print the fishing permit number issued by each of the coastal states in whose waters the vessel fished during the trip. If the vessel fished under a multilateral treaty, then print the fishing permit number issued to the vessel under the multilateral treaty. If the vessel is registered in the coastal state, then print the fishing license number issued by the coastal state.

Name of Agency in Port of Unloading: Print the name of the agency or agencies which represented the vessel in the port or ports in which the vessel unloaded the catch recorded on the logsheet. Place of Unloading: Specify the name of the port where the catch was unloaded, or the GPS position where unloading occurs at sea.

Number of FADs Investigated: Print the number of individual FADs that were investigated during the trip, regardless of which vessel may have deployed the FAD. Count each FAD once, regardless of the number of times an individual FAD was investigated.

Year and Trip Number This Year: Print the year in which the vessel departed from port at the start of the trip and the number of trips the vessel has taken this year, including this trip. (See the definitions of the start and end of a trip above.)

Amount of Fish Onboard at Start of Trip: If any fish caught during a previous trip have not been unloaded before the departure of the current trip, then print the amount of fish onboard the vessel at the start of the current trip.

Amount of Fish Onboard After Unloading: If any fish remained onboard after the unloading of the catch from the current trip and before the departure of the next trip, then print the amount of fish onboard the vessel at the start of the next trip.

## Block Two: Catches and Discards

Complete at least one line of Block Two for each set made, either fishing set or net cleaning set, even if the fishing set was unsuccessful. If no fishing sets were made during the day, then provide the Month, Day, Activity Code, and the 01:00 UTC Position. All columns must be completed for each fishing set, including the discards columns. If necessary, use more than one line to record the retained catch of other species, well numbers, and discards.

Activity Code: Use Activity Code 1 ('Fishing set') when a set on a school of fish was made. Use Activity Code 2 ('Searching') for days on which no fishing sets were made and the main activity was searching for schools of fish. Use Activity Code 3 ('Transit') for days on which no fishing sets were made and the main activity was transiting. Use Activity Code 4 ('No fishing - breakdown') for days on which no fishing sets were made and the main activity was being inactive due to breakdown. Use Activity Code 5 ('No fishing - bad weather') for days on which no fishing sets were made and the main activity was being inactive due to bad weather. Use Activity Code 6 ('In port - please specify') for days on which no fishing sets were made and the main activity was being in port (e.g. to disembark an injured crew member). Use Activity Code 7 ('Net cleaning set') for any sets that were not made on a school of fish. If no code exists, please describe the activity on the form. Use Activity Code 10 ('Deploying or retrieving raft, FAD or payao') for days on which no fishing sets were made and the main activity was deploying or retrieving rafts, FADs or payaos.

01:00 UTC or Sea Position: If a set was made, print the position of the set. If no sets were made during the day, print the position at 01:00 UTC. The position should be recorded to the nearest thousandth of a minute of latitude and longitude (e.g. "08-22.334 N" and "165-45.556 E").

School Assoc Code: Schools of tuna are often associated with a floating object or an animal. If the school was not associated with anything, then use School Association Code 1 ('Unassociated'). If the school was associated with an object that is not on the list of School Association Codes, then use School Association Code 8 ('Other') and please describe the object.

Sea Start Time: Print the UTC time at which the skiff was put in the water.

Retained Catch: Skipjack, Yellowfin, Bigeye, and Other: Print the amounts caught in the set, rounded to the nearest metric tonne. If a species other than skipjack, yellowfin and bigeye was caught and not discarded, print the name of the species in the column under *Other Species Name*, and the amount caught under *Other Species Weight*. If a species of special interest (such as a marine turtle, marine mammal or sea bird) is caught, then record the capture *Other Species Name*. When more than one 'other' species occurs in a set, use additional lines on the logsheet.

Well Numbers: Print the number of the wells in which the catch from the set was stored initially and note any transfers amongst wells with arrows, for example: "S4> P3,P2,P5" and "S4,S5> P3".

Discards: If tuna were discarded, then print the name of the species, the amount discarded, and the Discard Code. If any other species was discarded, print the name of the species, and the total number of fish discarded or the total weight of fish discarded.

Vessels Sighted: If other fishing vessels are sighted, write the name of the vessel, and other identifiers, such as the vessel type, on one line of the logsheet.

## Block Three: Unloadings

Unloadings to Cannery, Cold Storage, Carrier or Other Vessel: When fish are unloaded at the end of a trip, record the date on which unloading began, the date on which unloading ended, the name of the cannery or vessel to which the fish were unloaded, the port in which the fish were unloaded, the international radio call sign of the vessel to which the fish were unloaded, and the amount of each species unloaded. If unloading to a vessel, also record the destination of the fish beside the name of vessel. Use one line for each cannery or vessel to which the fish were unloaded. If unloadings of skipjack and yellowfin were not recorded separately, then record the total amount unloaded under *Mixed*. If fish are unloaded to another type of destination, then print the destination under "Cannery".

***ANNEX III***

**ELIGIBILITY CRITERIA**

1. In this Annex:
  - (a) “equity” means the percentage of the total capital invested by the Government or nationals of a Party in the enterprise and the vessel. In cases where the vessel is owned by the enterprise, the measure is simply the percentage of equity in the enterprise;
  - (b) “the enterprise” means the operation the subject of the application for a regional access licence, and includes the operator of a vessel, a corporation, a joint venture operation and any other form of corporate entity;
  - (c) “local purchases” means the annual value in U.S. dollars of the purse seine related purchases made by the enterprise in the territory of Parties, apportioned across the number of eligible fishing vessels operated by the enterprise;
  - (d) “onshore investment” means the value in U.S. dollars of purse seine industry related investments by the enterprise in the territory of Parties, apportioned across the number of eligible fishing vessels operated by the enterprise;
  - (e) “nationals employed” means the average number of nationals of Parties employed annually by the enterprise in purse seine related activities, apportioned across the number of eligible fishing vessels operated by the enterprise.
2. Eligible fishing vessels will be evaluated against the objectives of the Arrangement as specified in Article 2, and against the following criteria: the amount of equity (being the percentage of total capital invested by the Government or nationals of a Party in the enterprise and, except where the vessel is owned by the enterprise, in the vessel; the flag of the vessel; the level of nationals of the Parties employed in the enterprise; the level of local offloading of catch; the value of local purchases of fuel; either of the level of government revenue (including bilateral licence fees, corporate tax and export tax paid by the enterprise) or the level of on-shore investment.
3. In addition to the evaluation under paragraph 2 of this Annex, the points evaluation system, shown in the Schedule, will be used to assess whether the operations of the vessel meet the objectives of this Arrangement. A vessel must score a minimum of 25 points in order to meet the eligibility criteria.

SCHEDULE

**POINTS EVALUATION SYSTEM**

(A points score of 25 points shall be required to qualify a vessel to be licensed under the Arrangement)

Points	Equity <sup>1</sup>	Vessel Flag	Nationals Employed	Local Offloading	Local Fuel Purchase	Either Government Revenue <sup>2</sup> <u>OR</u> Level of Onshore Investment	
						Govt. Revenue	Onshore Investment
10	100%		> 20			≥400,000	> \$1.5 million
8	75 - 99%	Party	15 – 19	75-100%	75-100%	300,000< 400,000	> \$750,000 – \$1.5 million
5	50 - 74		10 – 14	50-74%	50 - 74%	200,000< 300,000	>\$200,000 – \$750,000
3	25 - 49%		5 – 9	25-49%	25 - 49%	100,000< 200,000	\$100,000 – \$200,000

1. “Equity” means the percentage of the total capital invested by the Government or nationals of a Party in the enterprise and the vessel. In cases where the vessel is owned by the enterprise, the measure is simply the percentage of equity in the enterprise.

2 “Government revenue” includes revenue from bilateral license fees, corporate tax and export tax paid by the enterprise.

**ANNEX IV**

**REGIONAL ACCESS LICENSING PROCEDURE**

1. An application for a regional access licence shall be submitted to the Administrator by facsimile, or email in the following format:

- (a) name of vessel;
- (b) call sign;
- (c) FFA VID number;
- (d) VDS Register number ;

as: NAME / CALL SIGN / FFA VID # / VDS Register #

2. A regional access licence shall be valid for the duration of the applicable VDS Management Year.

3. Upon receiving the application for a regional access licence as above the Administrator shall:

- (a) upon approval of the application:
  - (i) promptly issue a regional access licence to the applicant, inform the applicant of the date of issue and the licence number and dispatch the regional access licence to the applicant; and
  - (ii) promptly notify all Parties of the name and call sign of the vessel, date of issue of the regional access licence and the licence number, by facsimile or email:

at the latest before the lapse of four working days, exclusive of the day on which such application was received by the Administrator;

- (b) upon denial of an application, notify the applicant by facsimile or email of the denial and the reason for the denial at the latest before the lapse of four working days, exclusive of the day on which such application was received by the Administrator.

4. A regional access licence shall be denied:

- (a) where the application is not in accordance with the requirements of this Annex;
- (b) where the fishing vessel in respect of which application for a regional access licence has been made is not an eligible fishing vessel;
- (c) where the fishing vessel in respect of which application for a regional access licence has been made does not, at the time of making the application, have good standing on the FFA Vessel Register and the VDS Register; or
- (d) where there has been a failure to satisfy a final judgment or other final determination for a breach of this Arrangement by the operator of the vessel in respect of which application

for a regional access licence has been made, until such time as the final judgment or other final determination is satisfied, and provided that a subsequent change in ownership of a vessel shall not affect the application of this provision.

5. Where an application for a regional access licence has been denied on one or more of the grounds set out in paragraph 4 of this Annex the applicant shall be entitled to re-submit the application after taking any necessary corrective action.

6. A regional access licence issued under this Article shall be issued to the applicant in the form set out in Schedule 1.

SCHEDULE 1

REGIONAL ACCESS LICENCE FORM



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**FEDERATED STATES OF MICRONESIA  
ARRANGEMENT FOR REGIONAL FISHERIES ACCESS**

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**Regional Access Licence**

The vessel described in this licence is hereby authorized to engage in fishing in the Arrangement Area for the period of the validity of this licence, in accordance with the terms and conditions referred to in Annex V of the Federated States of Micronesia Arrangement for Regional Fisheries Access.

REGIONAL ACCESS LICENCE NUMBER:

VESSEL NAME:

PNA VDS REGISTRATION NUMBER:

FFA VID NUMBER:

INTERNATIONAL RADIO CALL SIGN:

COUNTRY OF REGISTRATION (FLAG):

COUNTRY OF REGISTRATION NUMBER:

NAME OF VESSEL MASTER:

HOME PARTY:

This licence is valid from \_\_\_\_\_ to 31 December \_\_\_\_\_

Signature of Issuing Officer \_\_\_\_\_ Date \_\_\_\_\_

## **ANNEX V**

### **PART 1 INTRODUCTORY**

1. In this Annex:
  - (a) “Closed Area” means an area described in Schedule 2;
  - (b) “designated area” means a port or area authorized by the Parties for the purposes of transshipment and described in Schedule 4;
  - (c) “Limited Area” means an area described in Schedule 3;
  - (d) “the vessel” means the vessel in respect of which a regional access licence pursuant to Article 6 of this Arrangement is issued.

2. Schedule 1 may be amended from time to time by the inclusion by any Party of any applicable national law and, for the purposes of this Arrangement, except as provided in this paragraph, the amendment shall take effect from the date that the amended Schedule has been notified to each of the remaining Parties. Any Party proposing an amendment shall use its best endeavours to provide advance notice to the Parties of the amendment.

3. Nothing in this Annex and its Schedules, nor acts or activities taking place thereunder, shall constitute recognition of the claims or the positions of any of the Parties concerning the legal status and extent of waters and zones claimed by any Party. In the claimed waters and zones, the freedoms of navigation and overflight and other uses of the sea related to such freedoms are to be exercised in accordance with international law.

### **PART 2 COMPLIANCE WITH APPLICABLE NATIONAL LAWS**

4. The operator of the vessel shall comply with each of the applicable national laws as amended from time to time, and shall be responsible for the compliance by the vessel and its crew with each of the applicable national laws, and the vessel shall be operated in accordance with those laws.

### **PART 3 PROHIBITIONS**

5. The vessel shall not be used for fishing for any kinds of fish other than tunas, except that other kinds of fish may be caught as an incidental by-catch, nor for any method of fishing other than the purse seine method.

6. Except as may be permitted by the home Party in the waters of the home Party or as may be otherwise permitted by this Arrangement, the vessel shall not be used for fishing in any Closed Area.



7. The vessel shall not be used for fishing in any Limited Area except in accordance with the requirements set out in Schedule 3, which are applicable to that Limited Area.

8. No fish on board the vessel shall be transhipped at sea.

#### *PART 4* **TRANSHIPMENT**

9. Within the Arrangement Area, transhipment shall be permitted only at a designated area at the time and in the manner authorized by the Party in whose zone the transhipment is to take place.

10. Schedule 4 may be amended from time to time by the inclusion by any Party of any designated area and, for the purposes of this Arrangement, the amendment shall take effect from the date that the amended Schedule has been notified to each of the remaining Parties.

11. The master and each member of the crew of the vessel from which any fish taken in the Arrangement Area is transhipped shall:

- (a) allow and assist any person identified as an officer of the Party in whose zone the transhipment is to take place to:
  - (i) have full access to the vessel and any place where such fish is being transhipped and the use of facilities and equipment which the officer may determine is necessary to carry out his or her duties;
  - (ii) have full access to the bridge, fish on board and areas which may be used to hold, process, weigh and store fish;
  - (iii) collect samples;
  - (iv) have full access to the vessel's records including its log and documentation for the purpose of inspection and copying; and
  - (v) gather any other information required to fully monitor the activity without interfering unduly with the lawful operation of the vessel;
- (b) not assault, obstruct, resist, delay, refuse boarding to, intimidate or interfere with any such officer in the performance of his or her duties.

12. Notwithstanding any additional terms and conditions that may be agreed between the operator of the vessel and the Party in whose zone the transhipment is to take place, catch shall only be transhipped to a carrier vessel which, at the time the transhipment takes place, is duly registered and in good standing on the FFA Vessel Register and is duly licensed in accordance with national laws and regulations.

*PART 5*  
**REPORTING**

13. Information relating to the position of and catch on board the vessel shall be provided by facsimile or email, in the format described in Part 1 of Schedule 5, to the Administrator, at the following times:

- (a) at least 24 hours prior to the estimated time of entry into or departure from port; and
- (b) each Wednesday.

14. Information relating to the position of and catch on board the vessel shall be provided to the relevant Party, in the format described in Part 1 of Schedule 5, as follows:

- (a) at the time of entry into and of departure from waters which are, for any purpose, subject to the jurisdiction of a Party;
- (b) each Wednesday while within the waters of that Party;
- (c) at least 24 hours prior to the estimated time of entry into or departure from port;
- (d) upon entry into and departure from a Closed Area; and
- (e) as otherwise set out in Part 2 of Schedule 5.

*PART 6*  
**ENFORCEMENT**

15. The master and each member of the crew of the vessel shall immediately comply with every instruction and direction given by an authorized and identified officer of the Party within whose jurisdiction the vessel is present, including to stop, to move to a specified location, and to facilitate safe boarding and inspection of the vessel, its licence, gear, equipment, records, facilities, fish and fish products. Such boarding and inspection shall be conducted as much as possible in a manner so as not to interfere unduly with the lawful operation of the vessel. The operator and each member of the crew shall facilitate and assist in any action by an authorized officer of the Party within whose jurisdiction the vessel is present and shall not assault, obstruct, resist, delay, refuse boarding to, intimidate or interfere with an authorized officer in the performance of his or her duties.

16. The operator shall ensure that a recent and up-to-date copy of the International Code of Signals (INTERCO) is on board and accessible at all times.

17. The international distress frequency, 2.182 MHz, and 156.8 MHz (Channel 16, VHF) shall be monitored continuously from the vessel for the purpose of facilitating communication with the search and rescue, fisheries management, surveillance and enforcement authorities of the Parties.

18. The operator shall comply with the 1989 FAO Standard Specifications for the Marking and Identification of Fishing Vessels. In particular the international radio call sign of the vessel shall be painted in white on a black background, or in black on a white background in the following manner:

- (a) on the vessel's hull or superstructure, with each letter and number being at least one metre high and having a stroke width of 16.7 centimetres, with the background extending to provide a border around the mark of not less than 16.7 centimetres;
- (b) on the vessel's deck, on the body of any helicopter and on the hull of any skiff, with each letter and number being at least 30 centimetres high, and having a stroke width of 5 centimetres wide with the background extending to provide a border around the mark of not less than 5 centimetres; and
- (c) on any other equipment being carried by and intended to be separated from the vessel during normal fishing operations, with each letter and number being at least 10 centimetres high and having a stroke width of 1.7 centimetres, with the background extending to provide a border around the mark of not less than 1.7 centimetres,

and at all times while the vessel is within the Arrangement Area or a Closed Area, all parts of these markings shall be clear, distinct and uncovered.

19. The regional access licence shall be carried on board the vessel at all times and produced at the request of an authorized enforcement official of any of the Parties. Prior to receipt of the regional access licence, a duly certified copy, facsimile or email confirmation thereof or the correct citation of the regional access licence number shall satisfy this requirement.

## *PART 7* **OBSERVERS**

20. The operator and each member of the crew of the vessel shall allow and assist any person duly identified as an observer to:

- (a) board the vessel for scientific, compliance, monitoring and other functions;
- (b) have full access to and the use of facilities and equipment on board the vessel which the observer may determine is necessary to carry out his or her duties, including full access to the bridge, fish on board and areas which may be used to hold, process, weigh and store fish;
- (c) collect samples;
- (d) have full access to the vessel's records, including its logs and documentation for the purpose of inspection and copying;
- (e) have reasonable access to navigation equipment, charts, and radios;
- (f) gather any other information relating to fisheries in the Arrangement Area without interfering unduly with the lawful operation of the vessel;
- (g) disembark at the point and time notified to the PNA Observer Agency, with full repatriation costs to be covered by the vessel operator; and
- (h) carry out all duties safely and no operator or crew member of the vessel shall assault, obstruct, resist, delay, refuse boarding to, intimidate or interfere with an observer in the performance of his or her duties.

21. The operator shall provide the observer, while on board the vessel, at no expense to the Parties or the Administrator, with full insurance cover and with food, accommodation and medical facilities equivalent to those provided to officers of the vessel.

22. The operator of the vessel from which any fish taken in the Arrangement Area is off-loaded shall allow, or arrange for, and assist any person authorized for this purpose by the Parties to have full access to any place where such fish is off-loaded, to collect samples and to gather any other information relating to fisheries in the Arrangement Area.

## *PART 8* **MISCELLANEOUS REQUIREMENTS**

23. At all times while the vessel is in a Closed Area, the fishing gear of the vessel shall be stowed in such a manner as not to be readily available for fishing. In particular, the boom shall be lowered as far as possible so that the vessel cannot be used for fishing but so that the skiff is accessible for use in emergency situations; the helicopter, if any, shall be tied down; and launches shall be secured.

24. The vessel shall be operated in such a way that the activities of traditional and locally-based artisanal fishermen and fishing vessels are not disrupted or in any other way adversely affected.

25. Any information required to be recorded, or to be notified, communicated or reported pursuant to a requirement of this Arrangement shall be true, complete and correct. Any change in circumstances which has the effect of rendering any such information false, incomplete or misleading shall be notified to the Administrator immediately.

26. The operator of a vessel shall install a mobile transceiver unit approved by the Parties and maintain such unit at all times during the period of validity of the licence. The operator shall:

(a) not interfere with, tamper with, alter, damage or disable the mobile transceiver unit; move or remove the unit from the agreed installed position without the prior permission of the home Party; or impede the operation of the unit.

(b) ensure that the mobile transceiver unit is switched on and reporting normally and automatically.

(c) ensure that upon notification from the home Party that a mobile transceiver unit has failed to transmit, communicate reports containing the vessel's name, call sign, position (expressed in Latitude and Longitude to minutes of arc), and date and time of the report, to the Party in whose waters the vessel is fishing and the Administrator, at intervals of 4 hours or such shorter period determined by the Parties, commencing from the time of notification of the failure of the unit. Such reports must continue until such time the unit is confirmed operational by the home Party.

(d) If it is not possible to make reports, or if the home Party directs, the master of the vessel must immediately stow the fishing gear and take the vessel directly to a port.

27. At any time when the vessel is within the waters of a Party the operator shall, upon request by the relevant authorities of that Party, take reasonable steps to assist those authorities in search and rescue operations at sea.

*ANNEX V*

*SCHEDULE 1*  
**APPLICABLE NATIONAL LAWS**

Federated States of Micronesia

Titles 18, 19 and 24 of the Code of the Federated States of Micronesia as amended and regulations promulgated thereunder.

Kiribati

Fisheries Act 2010

Marine Zones (Declaration) Act 2011

Marshall Islands

Title 51 of the Marshall Islands Revised Code

Title 33 of the Marshall Islands Revised Code

Fishing License (Third Implementing Arrangement) Regulations of 2009

Nauru

Sea Boundaries Act 1997

Nauru Fisheries and Marine Resources Act 1997 (as in force from 26 November 2004)

Nauru Fisheries Act 1997

Nauru Fisheries Regulations 1998

Fisheries (PNA Third Implementing Arrangement) Regulations 2009

Fishing Licence (FAD Closure) Regulations 2009

Fisheries (Amendment) Regulations 2010

Fisheries (PNA Third Implementing Arrangement) Regulations 2010

Fisheries (PNA Third Implementing Arrangement) (Amendment) Regulations 2010

Interpretation Act 2011

Interpretation (Consequential Amendment) Act 2011

Palau

Palau National Code, Title 27

Papua New Guinea

Fisheries Act, 1994

Fisheries Regulations, 1994

Fisheries (Torres Strait Protected Zone) Act, 1984

National Seas Act (Cap 361)

Whaling Act (Cap 225)

Solomon Islands

Delimitation of Marine Waters Act, 1978

Fisheries Act, 1972

Fisheries Limits Act, 1977

Fisheries Regulations, 1972

Fisheries (Foreign Fishing Vessels) Regulations, 1981

Tuvalu

Marine Resources Act (2006)

Maritime Zones Act (2012)

Merchant Shipping Act (1988)

*ANNEX V*

*SCHEDULE 2*  
**CLOSED AREAS**

**Federated States of Micronesia** Twelve nautical mile territorial sea and within one nautical mile of the edge of all named banks and reefs as depicted on the following charts:

DMAHTC No.81019 (2nd. edn., Mar. 1945; revised 7/17/72, corrected through NM 3/78 of June 21, 1978)

DMAHTC No.81023 (3rd. edn., Aug. 7, 1976)

DMAHTC No.81002 (4th. edn., Jan. 26, 1980; corrected through NM 4/80)

Within a two nautical mile radius of any fish aggregating device of the government, a citizen or any other body established under the laws of the Federated States of Micronesia.

**Kiribati** Gilbert Group: within archipelagic waters as established in accordance with the Marine Zones Declaration Act 1983, within 3 nautical miles of any anchored fish aggregating device for which notification of its location shall be given by geographical coordinates.

Phoenix Group: within 12 nautical miles drawn from the baselines from which the territorial sea is measured; within 2 nautical miles of any anchored fish aggregating device for which notification of its location shall be given by geographical coordinates.

Line Group: within 12 nautical miles drawn from the baselines from which the territorial sea is measured; within 2 nautical miles of any anchored fish aggregating device for which notification of its location shall be given by geographical coordinates.

**Marshall Islands** 50 mile radius from the baseline of Majuro and Kwajalein Atolls; 12 nautical mile territorial sea and area within two nautical miles of any anchored fish aggregating device for which notification of its location shall be given by geographical coordinates.

**Nauru** The territorial waters as defined in Section 65 of the Nauru Interpretation Act, 2011 and articulated in Section 4(1) of the Sea Boundaries Act 1997.

**Palau** Within 12 nautical miles of all island baselines in the Palau Islands; the area -

- (a) commencing at the north-easternmost intersection of the outer limit of the 12 nautical mile territorial sea of Palau by the arc of a circle having a radius of 50 nautical miles and its centre at Latitude 07°16'34" North, Longitude 134°28'25" East, being at about the centre of the reef entrance to Malakal Pass;
- (b) running thence generally south-easterly, southerly, south-westerly, westerly, north-westerly, northerly and north-easterly along that arc to its intersection by the outer limit of the 12 nautical mile territorial sea; and
- (c) thence generally northerly, north-easterly, easterly, south-easterly and southerly along that outer limit to the point of commencement.

**NOTE:** Where for the purpose of this paragraph it is necessary to determine the position on the surface of the Earth of a point, line or area it shall be determined by reference to the World Geodetic System 1984, that is to say, by reference to a spheroid having its centre at the centre of the Earth and a major (equatorial) radius of 6,378,137 metres and a flattening of 1/298.2572.

**Papua New Guinea** In addition to its territorial sea and internal waters, within the area bounded by the following parallels and meridians: from latitude 0°30' South to latitude 3°30' South, and from longitude 149° East to longitude 153° East.

**Solomon Islands** Archipelagic waters, internal waters and thirty (30) nautical miles of the Main Group Archipelago (i.e waters A as in Solomon Islands Delimitation Act) and the territorial sea, internal waters and the archipelagic waters of other Archipelagos (i.e waters B, Waters C, Waters D and Waters E).

**Tuvalu** Territorial Sea, Archipelagic Waters and within 15 nautical miles from the centre of all underwater seamounts located in the fishery waters. Where two or more seamounts are in close proximity, the distance of 15 nautical miles shall be measured from the centre of the nearest seamount.



*ANNEX V*

*SCHEDULE 3*  
**LIMITED AREAS**

*ANNEX V*

*SCHEDULE 4*

**DESIGNATED PORTS FOR TRANSHIPMENT**

Federated States of Micronesia

Pohnpei

Chuuk (Weno)

Yap (Tomil Harbour)

Kosrae (Okat Harbour)

Kiribati

Tarawa

Butaritari

Kiritimati

Marshall Islands

Majuro

Nauru

Aiwo Boat harbour

Anibare Community Boat harbour

Papua New Guinea

Lae

Kavieng

Lorengau (Manus Island)

Madang (Sek Harbour)

Misima

Port Moresby

Rabaul

Wewak

Solomon Islands

Honiara

Noro

Tulagi

Tuvalu

Funafuti

*ANNEX V*

**SCHEDULE 5  
REPORTING DETAILS**

*PART 1*

**FORMAT FOR REPORTS TO ADMINISTRATOR AND NATIONAL AUTHORITIES**

**Zone Entry and Exit Reports**

- a) report type (ZENT for entry and ZDEP for Exit)
- b) RA licence number
- c) date and time (GMT)
- d) international call sign
- e) position (to one minute of arc)
- f) total catch on board by weight by species
- g) intended action

as: ZENT (or ZDEP) / RA LIC# / ddmmyy / hhmm / CALL SIGN / LAT / LON / SJ nnn YF nnn OTH nnn / INTENDED ACTION

**Weekly Reports**

- a) report type (WEEK)
- b) RA licence number
- c) date and time (GMT)
- d) international call sign
- e) noon position (to one minute of arc)
- f) catch taken in zone by weight by species
- g) number of fishing days
- h) intended action

as: WEEK / RA LIC# / ddmmyy / hhmm / CALL SIGN / LAT / LON / SJ nnn YF nnn OTH nnn / FISH DAYS / INTENDED ACTION

**Port Entry Reports**

- a) report type (PENT)
- b) RA licence number
- c) date and time (GMT)
- d) international call sign
- e) position (to one minute of arc)
- f) total catch on board by weight by species
- g) intended action
- h) port name
- i) estimated date and time of entry into port (GMT)

as: IPENT / RA LIC# / ddmmyy / hhmm / CALL SIGN / LAT / LON / SJ nnn YF nnn OTH nnn / INTENDED ACTION / PORT NAME / ddmmyy / hhmm

**Port Departure Reports**

- a) report type (PDEP)
- b) RA licence number
- c) date and time (GMT)
- d) international call sign

FSMA Text as Amended by SFSMA5 - 26 June 2013

- e) position (to one minute of arc)
- f) total catch on board by weight by species
- g) intended action
- h) port name
- i) estimated time of departure from port (GMT)
- j) catch unloaded by weight by species

as: PDEP / RA LIC# / ddmmyy / hhmm / CALL SIGN / LAT / LON / SJ nnn YF nnn OTH nnn / INTENDED ACTION / PORT NAME / ddmmyy / hhmm / SJ nnn YF nnn OTH nnn

**Closed Area Entry and Exit Reports**

- a) report type (CENT for entry and CDEP for Exit)
- b) RA licence number
- c) date and time (GMT)
- d) international call sign
- e) position (to one minute of arc)
- f) total catch on board by weight by species
- g) intended action

as: CENT (or CDEP) / RA LIC# / ddmmyy / hhmm / CALL SIGN / LAT / LON / SJ nnn YF nnn OTH nnn / INTENDED ACTION

*PART 2*

**ADDITIONAL NATIONAL REPORTING REQUIREMENTS**

Kiribati

**Refuelling Notice**

At least 24 hours before refuelling from a licensed tanker:

- a) report type (FUEL)
- b) registration or Licence number
- c) call sign or signal letters
- d) date of reporting (GMT)
- e) position of reporting (to one minute of arc)
- f) amount of fuel on board (kilolitres)
- g) estimated date of bunkering
- h) estimated position of bunkering
- i) name of tanker

eg: FUEL / 89TKSPS001TN / JJAP2 / 06.02.90 / 0130S;17010E / 08.02.90 / 0131S;17030E / CHEMSION

**Bunkering Activity Report**

Immediately after refuelling from a licensed tanker.

- a) report type (BUNK)
- b) registration or licence number
- c) call sign or signal letters
- d) starting date and time of bunkering (GMT)
- e) starting position of bunkering
- f) amount of fuel received in kilolitres
- g) ending position of bunkering
- h) name of tanker

eg: BUNK / 89TKS-S001TN / JJAP2 / 08.02.90:1200Z / 0131S;17030E / 160 / 08.02.90:1800Z / 0131S;17035E / CRANE PHOENIX