



**RESOLUTION OF THE PNA MINISTERS TO AMEND
THE FIRST AND SECOND ARRANGEMENT IMPLEMENTING
THE NAURU AGREEMENT SETTING FORTH TERMS AND
ADDITIONAL TERMS AND CONDITIONS OF ACCESS TO THE
FISHERIES ZONES OF THE PARTIES**

The Federated States of Micronesia, the Republic of Kiribati, the Republic of the Marshall Islands, the Republic of Nauru, the Republic of Palau, the Independent State of Papua New Guinea, Solomon Islands and Tuvalu (hereafter “Parties”),

RECALLING the adoption of the *Nauru Agreement Concerning Cooperation in the Management of Fisheries of Common Interest* on 11th day of February 1982 (hereafter “Nauru Agreement”);

RECALLING the implementation of the Nauru Agreement through the First, Second and Third Arrangement implementing the Nauru Agreement Setting Forth Terms and Additional Terms and Conditions of Access to the fisheries Zones of the Parties;

RECALLING the consensus decision of the PNA Officials taken at its Thirty Ninth Virtual Annual Meeting held from 4 to 5 June 2020 to amend the first and Second Implementing Arrangements in regards to implementing the Electronic Requirements Measures;

COMMITTING to develop responsible and effective conservation and management measures to ensure the long term sustainability of tuna resources, and to develop innovative approaches to combat the Illegal, Unregulated and Unreported Fishing, and to maximize the economic opportunities from the sustainable utilization of tuna resources;

DESIRING to give legal effect to the decision adopted in the PNA Official Thirty Ninth Virtual Annual meeting held from 4 to 5 June 2020 to implement the Electronic Reporting Measures;

HAVE HEREBY AGREED UNANIMOUSLY:

1. To endorse and adopt the amendments to the First and the Second Implementing Arrangements, as agreed in the PNA Official Thirty Ninth Virtual Annual Meeting held from 4 to 5 June 2020, as contained in Annex I and II and incorporated in the First and Second Implementing Arrangements (as amended), in Annex III and IV;

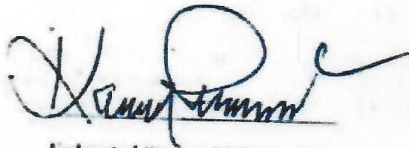
17-11 November 2020

PSAM/2020

2. That such amendment shall be implemented by the Parties by 1 January 2022
1. That Parties may choose to have a transitional period of the application of such requirements to their smaller locally based vessels until December 31, 2022

IN WITNESS WHEREOF the undersigned, being duly authorized by their respective Governments have endorsed this decision

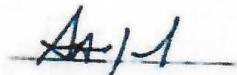
DONE this _____ day of November 2020



Federated States of Micronesia



Republic of Kiribati



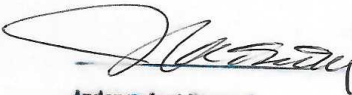
Republic of the Marshall Islands



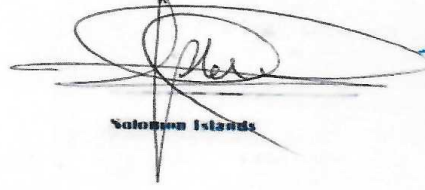
Republic of Nauru



Republic of Palau



Independent State of
Papua New Guinea



Solomon Islands



Tuvalu

ANNEX I

**AGREED AMENDMENTS TO THE FIRST ARRANGEMENT
IMPLEMENTING THE NAURU AGREEMENT SETTING FORTH
MINIMUM TERMS AND CONDITIONS OF ACCESS TO THE FISHERIES
ZONES OF THE PARTIES**

*Amendments Agreed at the Thirty Ninth Virtual Annual Meeting of the Parties to
the Nauru Agreement, June 4-5 2020*

1. Amendment to paragraph 3 of Article II

Inserting new sub-paragraphs (d) and (e):

“(d) enter the required catch and effort data electronically after completion of a fishing set; and

(e) transmit the required catch and effort data, including data on each completed set, at the end of each day”.

ANNEX II

AGREED AMENDMENTS TO THE SECOND ARRANGEMENT IMPLEMENTING THE NAURU AGREEMENT SETTING FORTH MINIMUM TERMS AND CONDITIONS OF ACCESS TO THE FISHERIES ZONES OF THE PARTIES

*Amendments Agreed at the Thirty Ninth Virtual Annual Meeting of the Parties to
the Nauru Agreement, June 4-5 2020*

1. Amendment to paragraph 2 of Article I

Inserting new sub-paragraphs (d) and (e):

“(d) enter the required catch and effort data electronically after completion of a fishing set; and

(e) transmit the required catch and effort data, including data on each completed set, at the end of each day”.

ANNEX III

**AN ARRANGEMENT IMPLEMENTING THE NAURU
AGREEMENT SETTING FORTH MINIMUM TERMS AND
CONDITIONS OF ACCESS TO THE FISHERIES ZONES OF THE
PARTIES
(As Amended November 2020)**

Pursuant to Article II, III, VII and IX of the Nauru Agreement Concerning Cooperation in the Management of Fisheries of Common Interest, hereinafter referred to as the "Nauru Agreement", wherein the Parties thereto agreed to conclude arrangements to facilitate the implementation of the Nauru Agreement, the Federated States of Micronesia, the Republic of Kiribati, the Republic of the Marshall Islands, the Republic of Nauru, the Republic of Palau, Papua New Guinea and Solomon Islands

HAVE AGREED AS FOLLOWS:**ARTICLE I**

**SOUTH PACIFIC FORUM FISHERIES AGENCY
REGIONAL REGISTER OF FISHING VESSELS**

The Parties shall participate in, and comply with, the Procedures for the Establishment and Operation of the South Pacific Forum Fisheries Agency Regional Register of Fishing Vessels, adopted by the South Pacific Forum Fisheries Committee at Apia, Western Samoa on 5 May 1983.

ARTICLE II

LICENSING TERMS AND CONDITIONS

The Parties shall establish the following minimum terms and conditions and utilize the following common formats in all of their subsequent foreign fishing agreements and their licensing requirements concerning foreign vessels fishing the common stocks of fish within the Fisheries Zones:

1. Licensing Procedures

- (a) each foreign fishing vessel subject to this Arrangement shall be individually licensed;
- (b) applications for fishing licences shall be made by telex, cable, or letter to a Party or its designated representative;
- (c) payment, or the guarantee of payment, of licence fees shall be required prior to the issue of a licence;
- (d) upon receipt, the licence document shall be carried on the licensed vessel and produced on demand. Production of a current valid licence number, issued in accordance with the provisions herein, shall be sufficient evidence that a vessel is licensed, pending receipt of the licence document;
- (e) there shall be no refund of fees paid for the issue of a fishing licence;
- (f) there shall be no transfer of licences;

2. Authorised Personnel

The owner, charterer, operator, master or any other person responsible for the operation of a licensed vessel shall:

- (a) allow authorised personnel to board the licensed vessel at any location as determined by the licensing Party in consultation with the person responsible for the operation of the vessel, including at ports where voyages commence or at ports within the Fisheries Zones or at sea, and to remain on board;
- (b) permit authorised personnel to gather information relevant to the Fisheries Zones of any of the Parties;
- (c) provide maintenance for authorised personnel, including food, accommodation and medical care of a standard at least equivalent to that provided for officers of the licensed vessel;
- (d) allow authorised personnel access to facilities and equipment including satellite navigators, radios, other navigation aids and charts in order to carry out their duties on board the licensed vessel;
- (e) provide reasonable facilities for authorised personnel and assist them to carry out their duties.
- (f) allow authorised personnel access to catch on board for the purpose of collecting management related and biological information and sample;
- (g) disembark authorised personnel at an agreed location;
- (h) allow representatives of the Parties to be present at the unloading of the catch for the purpose of collecting management related and biological information and samples.

3. Catch Reporting and Maintenance of Log Book

The owner, charterer, operator, master or any other person responsible for the operation of a licensed vessel shall ensure the maintenance of catch data and log books in the following respects:

- (a) keep daily catch and effort records on board the vessel within the Fisheries Zones on common catch data forms, the formats of which are set out in Appendix I;
- (b) keep the relevant common catch data form current at all times and produce it on demand to any authorised personnel;
- (c) make the data required on the regional catch data form available to the licensing Party or its representative within 45 days after the completion of each voyage.
- (d) enter the required catch and effort data electronically after completion of a fishing set; and
- € transmit the required catch and effort data, including data on each completed set, at the end of each day.

4. Timely Report of Catch. Entry and Exit

The owner, charterer, operator, master or any other person responsible for the operation of a licensed vessel, except vessels under 20 gross registered tons, shall report accordingly to instructions provided by the licensing Party, in the following respects:

- (a) notice of entry of the vessel to the Fisheries Zone of the Party shall be given. Communication in this respect shall be made in the format set

- out in Appendix II (1);
- (b) the position of the vessel shall be reported while within the Fisheries Zone of the Party on a weekly basis together with the total catch of the vessel for the last seven days in the format as set out in Appendix II (2);
 - (c) at the time of exit from the Fisheries Zone of the Party, the vessel's position, the total amount of fish on board and the total catch for the days elapsed since either the entry report or the previous weekly report, as the case may be, shall be reported in the format as set out in Appendix II (3);
 - (d) where an agreement authorises fishing in the zones of more than one party, the requires of paragraphs (a) and (c) may be satisfied by reporting entry and exit into and from the combined zones of the Parties concerned.

5. Identification of Licensed Vessels

The owner, charterer, operator, master or any other person responsible for the operation of a licensed vessel shall ensure that the licensed vessel displays standard identification marks in the following respects:

- (a) the radio call sign of the vessel be displayed in a prominent position on the vessel where it can be readily identified from the air or sea;
- (b) in cases where the vessel does not possess a radio call sign, the vessel registration number be displayed in the manner described above;
- (c) the letters and numbers described above be at least one metre high, clear and distinct and coloured black on white, white on black or similar contrasting colours;
- (d) the vessel's name be painted clearly in English in large letters on the bow and stern of the vessel.

ARTICLE III

LEGISLATIVE EFFECT

1. Each Party agrees to ensure compliance with the minimum terms and conditions of access set out in Article II of this Arrangement, if necessary by the enactment of legislation.
2. Each Party shall communicate to the Government of Solomon Islands, as the depositary of the Nauru Agreement, the text of any legislation it has enacted in order to give effect to this Arrangement.

ARTICLE IV

SIGNATURE AND EFFECT

1. This Arrangement shall be open for signature by the Parties to the Nauru Agreement.
2. This Arrangement shall take effect for each signatory immediately upon signature.
3. This Arrangement shall be deposited with the Government of Solomon Islands.

4. Reservations of this Arrangement shall not be permitted.

ARTICLE V

WITHDRAWAL OR AMENDMENT

1. Any Party may withdraw from this Arrangement by giving written notice to the depositary. Withdrawal shall take effect one year after receipt of such notice.
2. Any amendments to this Arrangement proposed by a Party shall be adopted only by unanimous decision of the Parties to this Arrangement.

ARTICLE VI

THE NAURU AGREEMENT

This Arrangement is subordinated to and governed by the Nauru Agreement.

IN WITNESS WHEREOF the undersigned, being duly authorised by their respective Governments have signed this Arrangement

FEDERATED STATES OF MICRONESIA

REPUBLIC OF PALAU

REPUBLIC OF KIRIBATI

INDEPENDENT STATE OF PAPUA NEW GUINEA

REPUBLIC OF THE MARSHALL ISLANDS

SOLOMON ISLANDS

REPUBLIC OF NAURU

TUVALU

ANNEX IV

**A SECOND ARRANGEMENT IMPLEMENTING THE NAURU AGREEMENT
SETTING FORTH ADDITIONAL TERMS AND CONDITIONS OF ACCESS TO
THE FISHERIES ZONES OF THE PARTIES
(As Amended November 2020)**

Pursuant to Articles II, III, and IX of the Nauru Agreement Concerning Cooperation in the Management of Fisheries of Common Interest, hereafter referred to as the "Nauru Agreement", wherein the Parties thereto agreed to conclude arrangements to facilitate the implementation of the Nauru Agreement, the Federated States of Micronesia, the Republic of Kiribati, the Republic of the Marshall Islands, the Republic of Nauru, the Republic of Palau, Papua New Guinea and Solomon Islands.

HAVE AGREED AS FOLLOWS:

**ARTICLE I
Licensing Terms and Conditions**

In addition to those terms and conditions provided in Article II of An Arrangement Implementing the Nauru Agreement Setting Forth Minimum Terms and Conditions of Access to the Fisheries Zones of the Parties, the Parties shall establish the following minimum terms and conditions and utilize the prescribed common formats in all of their subsequent foreign fishing agreements and their licensing requirements concerning foreign vessels fishing the common stocks of fish within the Fisheries Zones and shall not issue licences unless the minimum terms and conditions are accepted and observed:

1. Transshipment at Sea Prohibited

The owner, charterer, operator, master or any other person responsible for the operation of a licensed vessel (hereafter referred to as "the operator") shall not transship fish at sea whether such transshipment is done within a fisheries zone of a licensing Party or on the high seas and shall tranship only through ports designated by the licensing Party;

2. High Seas Catch Reporting and Maintenance of Log Books

Where a vessel is licensed to fish in one or more Fisheries Zones and is also used for fishing in the high seas during a fishing trip, the operator shall:

- (a) keep daily catch and effort records on board the vessel within the high seas on prescribed forms;
- (b) keep the relevant catch data form current at all times and produce it on demand to any authorized personnel; and
- (c) in accordance with the Minutes of an Agreement made in Palau on 19 September 1990, send by registered airmail to each licensing Party or its representative the following reports covering catch and effort in each Zone and the high seas for the whole trip:
 - (i) a preliminary report within 14 days of the completion of a trip; and
 - (ii) a final report within 45 days of the completion of the trip.

- (d) enter the required catch and effort data electronically after completion of a set; and
- (e) transmit the required catch and effort data, including data on each completed set, before the end of each day.

3. Observers

Upon request by a licensing Party, observers shall be placed on board licensed vessels and the operator and/or fishermen's association and/or flag state government shall pay the costs of such observers including:

- (a) full travel costs from the licensing country to the vessel and return;
- (b) salary; and
- (c) full insurance coverage.

ARTICLE II

Electronic Position and Data Transfer Technology

The operator and/or fishermen's association and/or flag state government shall ensure that an appropriate electronic positioning monitoring and data transfer device is installed and maintained in good working order on the vessel upon the request of the licensing Party.

ARTICLE III

Signature and Effect

- 1. This Arrangement shall be open for signature by the Parties to the Nauru Agreement.
- 2. This Arrangement shall take effect 30 days following receipt by the depositary of the fifty instrument of approval. Thereafter, it shall take effect for any signing party 30 days after receipt by the depositary of the instrument of approval.
- 3. This Arrangement shall be deposited with the Government of the Solomon Islands.
- 4. Reservations to this Arrangement shall not be permitted.

ARTICLE IV

Amendment and Withdrawal

- 1. Any Party may withdraw from this Arrangement by giving written notice to the depositary. Withdrawal shall take effect one year after receipt of such notice.
- 2. Any amendment to this Arrangement proposed by the Party shall be adopted only by unanimous decision of the Parties to this Arrangement.

ARTICLE V
The Nauru Agreement

This Arrangement is subordinate to and governed by the Nauru Agreement.

IN WITNESS WHEREOF the undersigned, being duly authorised by their respective Governments have signed this Agreement.

DONE at Koror this 19th day of September 1990

Federated States of Micronesia

Republic of Kiribati

Republic of the Marshall Islands

Republic of Nauru

Republic of Palau

Papua New Guinea

Solomon Islands