



PALAU ARRANGEMENT FOR THE MANAGEMENT OF THE WESTERN PACIFIC FISHERY AS AMENDED

(Amended 11th September 2010)

PALAU ARRANGEMENT FOR THE MANAGEMENT OF THE WESTERN PACIFIC FISHERY

THE PARTIES

TAKING into account the United Nations Convention on the Law of the Sea, 1982, in particular Articles 56(1)(a) and 61;

ACKNOWLEDGING that in accordance with the relevant principles of international law each of the Parties has established an exclusive economic zone or fisheries zone (hereinafter called the “the exclusive economic zones”) 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;

RECOGNISING the responsibilities of coastal states and fishing states to cooperate with each other in the conservation and management of the living marine resources of the high seas and taking into account the special interest of coastal states in highly migratory species while outside their exclusive economic zones;

RECOGNISING that in order to ensure sustained conservation of living marine resources both within and beyond the exclusive economic zone, fisheries management regimes must effectively maintain the ecological relationship between dependent and associated populations, prevent any decrease in the size of harvested populations below those necessary to ensure their stable recruitment, and avoid adverse impacts upon the marine environment and further recognising that in order to ensure conservation and promote optimum utilisation of the living resources fishing must be carried out only on the basis of ecologically sound practices, effectively monitored and enforced;

REAFFIRMING the obligation of fishing nations to provide full and verifiable data on their fishing operations;

MINDFUL of the dependence of countries of the Pacific upon the rational development and utilization of the living marine resources and the continued abundance of these resources;

ACCEPTING the right of all members of the Pacific Islands Forum Fisheries Agency to become Parties to this Arrangement;

HAVE AGREED AS FOLLOWS:

ARTICLE 1 DEFINITIONS AND INTERPRETATIONS

- 1.1 In this Arrangement -
 - (a) “Director” means the Director of Parties to the Nauru Agreement Office;
 - (b) “domestic vessel” means any fishing vessel -

- (i) wholly owned by the Government of a Party or by any public corporation or body established by or under any law of a Party, all of the shares in which are beneficially owned by the Government of the Party;
 - (ii) wholly owned and controlled by one or more natural persons who are citizens or permanent residents of the Party in which the vessel is based under the relevant laws relating to nationality and citizenship of that Party; or
 - (iii) wholly owned and controlled by any company, society or other association of persons incorporated or established under the laws of the Party in which the vessel is based.
- (c) “fishing vessel” means any boat, ship or other craft which is used for, equipped to be used for or of a type normally used for fishing or related activities;
 - (d) “Fisheries Management Area” (hereinafter referred to as “the Area”) means the exclusive economic zones or fisheries zones of the Parties hereto including adjacent high seas areas in the Western Pacific within which fishing vessels operate.
 - (e) “foreign fishing vessel” means any fishing vessel other than a domestic vessel or a locally- based foreign fishing vessel.
 - (f) “locally-based foreign fishing vessel” means a foreign fishing vessel which is based in a Party, lands all of its catch in that Party and/or operates under a joint venture arrangement in the territory of that Party which is approved by the Government of that Party or under arrangements whereby the operator of the vessel is participating in shore based developments or is otherwise making a substantial contribution to the development of the domestic tuna industry of the licensing Party.
 - (g) “Nauru Agreement” means the Nauru Agreement Concerning Cooperation in the Management of Fisheries of Common Interest 1982 as amended;
 - (h) “Parties to Nauru Agreement Office” or “PNA Office” means the office established under Article V of the Nauru Agreement as amended;
 - (i) “Party” means a State party to this Arrangement, and “Parties” means all such States from time to time;
 - (j) “Party to the Nauru Agreement” or “PNA” means a Party to the Nauru Agreement Concerning Cooperation in the Management of Fisheries of Common Interest, 1982as amended;
 - (k) “member of the Forum Fisheries Agency” means a Party to the South Pacific Forum Fisheries Agency Convention, 1979;
 - (l) “Vessel Register” means the Vessel Register maintained by the South Pacific Islands Forum Fisheries Agency.

ARTICLE 2
SCOPE OF THE ARRANGEMENT

2.1 The understandings found in this document will apply to all species of tuna and tuna-like species (including billfish and other incidental by-catch (hereinafter referred to as “tuna”)), taken by fishing vessels, wherever they may occur in the Area.

ARTICLE 3
MANAGEMENT MEETINGS

3.1 The Parties to this Arrangement will have a management meeting at least once a year for the purpose of reviewing the current status of tuna stocks and to establish necessary measures for their management and conservation. The Parties may hold other management meetings as may be necessary.

3.2 The functions of the Management Meeting are -

- (a) to consider all available information including scientific data relating to catch and operations of fishing vessels within the Area and economic and socio-economic information relating to the impact of the fishery on Parties;
- (b) to consider management measures, which may include, but are not limited to -
 - (i) the regulation of fishing effort by fishing vessels which have good standing on the Vessel Register;
 - (ii) the implementation and operation of Management Schemes, and the review and amendment of those Management Schemes as appropriate;
 - (iii) the establishment of closed areas and closed seasons; and
 - (iv) any other management measure deemed necessary from time to time.
- (c) the establishment and implementation of a system of observation and inspection consistent with regionally agreed initiatives;
- (d) the more effective implementation of the First, Second, Third and other Implementing Arrangements entered into pursuant to the Nauru Agreement Concerning Cooperation in the Management of Fisheries of Common Interest, 1982 as amended;
- (e) the development of surveillance and enforcement procedures consistent with regionally agreed initiatives;
- (f) the referral of matters for consideration by Special Working Groups as may be considered necessary from time to time;
- (g) the adoption of a budget for the management of tuna resources; and
- (h) the determination of the level of contributions by Parties.

3.3 The Management Meeting shall, when performing its functions under Article 3.2(b), take into account the strong dependence of Pacific coastal states on fisheries resources and the special importance to them of the conservation and optimum utilization of highly-migratory species of tuna in the region.

3.4 All secretariat services and arrangements for meetings will be performed by the PNA Office.

3.5 Each Party will ensure that its nationals and fishing vessels comply with any management measures adopted by the Management Meeting.

ARTICLE 4
DECISIONS OF THE MANAGEMENT MEETING

The decisions of the Management Meeting will be arrived at by consensus and will be binding on the Parties.

*ARTICLE 5
SPECIAL WORKING GROUPS*

5.1 The Management Meeting may designate Special Working Groups to examine issues arising out of the implementation of this Arrangement.

5.2 Each Party will have the right to appoint a representative to any Special Working Group.

5.3 Where expertise is not available within the Area, the Management Meeting may invite external expertise to participate in the meetings of the Groups. The costs of external experts' participation may be met by Parties to this Arrangement.

5.4 The recommendations of any Special Working Groups will be submitted in writing to the Management Meeting. The recommendations shall not be binding on Parties or the Management Meeting.

*ARTICLE 6
INFORMAL CONSULTATIONS WITH OTHER STATES AND INTERNATIONAL ORGANISATIONS*

6.1 The Parties recognise the need to cooperate with other states or international organisations having an interest in the tuna resources within the Area.

6.2 The Parties agree that such cooperation will take place through informal consultations between the Parties and other states or international organisations.

*ARTICLE 7
SECRETARIAT*

7.1 The Director will assist the Parties in the implementation and coordination of the provisions of this Arrangement.

7.2 The Director will coordinate the licensing, management mechanism and other mechanism under this Arrangement. This will include -

- (a) evaluating the level of compliance by, inter alia, assessing returned catch reports on the SPC/FFA Regional Tuna Fisheries Database; and
- (b) evaluating reports received from Parties relating to compliance by fishing vessels with Parties national laws and reporting requirements.

7.3 The Parties agree to comply with the rules and procedures relating to the operation of the Vessel Register as agreed upon from time to time by the Forum Fisheries Committee.

7.4 In addition, the Parties will notify the Director of the name, call sign, local licence or registration number and regional register number, if any, of all fishing vessels licensed to fish in their exclusive economic zones, regardless of whether such vessels are considered for the purposes of national legislation as foreign, domestic, domestic-based, locally-based foreign fishing vessels or otherwise, at two monthly intervals. Deadlines shall be set at the first day of each month.

7.5 The Director will notify the Parties of the name, call sign and registration number of all fishing vessels licensed to fish in the exclusive economic zones of all the Parties each month.

ARTICLE 8
CONSULTATIONS AND DISPUTE SETTLEMENT

8.1 At the request of any Party, consultations will be held with any other Party within sixty (60) days of the date of receipt of the request. All other Parties will be notified of such requests for consultations and any Party will be permitted to participate in such consultations.

8.2 Any dispute arising out of the interpretation or implementation of this Arrangement between two or more Parties will be settled through peaceful negotiations.

ARTICLE 9
ENTRY INTO FORCE

9.1 This Arrangement will be open for signature by the Parties to the Nauru Agreement and is subject to ratification.

9.2 This Arrangement will enter into force 14 days following receipt by the depositary of instruments of ratification by five signatories including the Federated States of Micronesia, Republic of Kiribati and the Independent State of Papua New Guinea. Thereafter it shall enter into force for any signing or acceding State 30 days after receipt by the depositary of the instrument of ratification or accession.

9.3 The depositary for this Arrangement shall be the South Pacific Forum Fisheries Agency.

9.4 Following entry into force this Arrangement shall be open for accession by other members of the Pacific Islands Forum Fisheries Agency not Parties to the Nauru Agreement.

9.5 Reservations to this Arrangement shall not be permitted.

9.6 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.

9.7 Any amendments to this Arrangement proposed by a Party shall be adopted by consensus.

9.8 An amendment shall be incorporated in this Arrangement 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 a Special Meeting of the Parties, thirty days following the date upon which the Party or Parties have notified the depositary of their acceptance of the proposed amendment.