

THE FEDERATED STATES OF MICRONESIA ARRANGEMENT FOR REGIONAL FISHERIES ACCESS¹

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;

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;

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;

¹ As adopted by FSMA13 on 9 May 2008, Koror, Palau

- (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;
- (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;
- (j) “Party” means a State Party to this Arrangement and “Parties” means all such States from time to time;
- (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, transhipping, 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) “transhipment” 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.

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,² 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 Purse Seine Fishery; 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

² Para.14(i) of the Record of the 4th Special Meeting of Parties held on 8 Oct 07, Rarotonga, Cook Is

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) regional registration number;
- (e) name and address of owner or owners;
- (f) name and address of operator (where different from the owner); and
- (g) 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 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, registration number, home Party and Regional Register 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 6, the Administrator shall, engage an independent auditor to review and assess,³ in respect of each registered vessel, or, as appropriate, the fishing enterprise under which such registered vessel operates. The independent auditor shall⁴, 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 auditor⁵ shall request the following information:

- (a) details of equity holdings;
- (b) vessel flag;⁶
- (c) number and proportion of nationals employed⁷;
- (d) details of local offloading⁸;
- (e) details of local fuel⁹ purchases made; and
- (f) either government revenue or level of onshore investment¹⁰.

3. The Annual Meeting of the Parties shall consider the report of the independent auditor¹¹ 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 auditor¹², the home Party of the vessel, or the operator, to provide such further information as may be necessary.

³ Para.29(v) of Agreed Record of annual meeting of Parties held on 2-3 June 2005 in Majuro, RMI.

⁴ Consequential to admin decision above.

⁵ Consequential to admin decision in Art.5.1.

⁶ Para.4 of 2004 agreed amendment (20 May 2004, Tarawa)

⁷ Para.4 of 2004 agreed amendment (20 May 2004, Tarawa)

⁸ Para.4 of 2004 agreed amendment (20 May 2004, Tarawa)

⁹ Para.4 of 2004 agreed amendment (20 May 2004, Tarawa)

¹⁰ Para.4 of 2004 agreed amendment (20 May 2004, Tarawa)

¹¹ Consequential to admin decision in Art.5.1.

¹² Consequential to admin decision in Art.5.1.

5. Where, following the review and evaluation under paragraph 3 of this Article, and taking into account the findings obtained¹³ 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.

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, registration 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.

¹³ Consequential to admin decision in Art.5.1.

PART III
ADMINISTRATION

ARTICLE 7
ADMINISTRATOR

1. The Administrator of this Arrangement shall be the Director of the South Pacific Forum Fisheries Agency.

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;
- (d) coordinating the observer programme under this Arrangement; and
- (e) 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 for regional access licences;
- (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 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 South Pacific 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. Pending agreement on such rules of procedure, the rules of procedure applicable to meetings of the Forum Fisheries Committee shall apply.

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 in the manner described in Annex VI.

ARTICLE 11
AUDITING OF ACCOUNTS

1. The Administrator shall arrange for the auditor of the South Pacific Forum Fisheries Agency 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 the Parties licensed under this Arrangement shall, upon request by the Administrator, accept one observer of a Party other than 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 the home Party.
- (b) Observers shall be trained and certified in accordance with the procedures to be agreed under the programme. Each of the Parties shall be entitled to have its nationals included in the programme.
- (c) The programme shall have as its objective a significant level of 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 Parties shall facilitate the placing of observers, including the provision of visas, if required.
 - (f) The Administrator shall ensure that a reasonable period of notice of the placement of an observer is given, which should, wherever practicable, be at least fourteen days.
 - (g) 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 Administrator shall 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 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.¹⁴

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.

¹⁴ Para.1 of 2004 agreed amendment (20 May 2004, Tarawa).

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 depositary for this Arrangement shall be the South Pacific 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 1¹⁵

APPLICATION FOR REGISTRATION

FEDERATED STATES OF MICRONESIA ARRANGEMENT FOR REGIONAL FISHERIES ACCESS

Forum Fisheries Agency
PO BOX 629
Honiara
Solomon Islands

Phone (677) 21124
Fax (677) 27194 or 23995
Inmarsat No. 450300260
Email treaty@ffa.int

INSTRUCTIONS: Underline Surname

Address means complete mailing address

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

Vessel

Name of Vessel _____ Regional Registration No. _____

Radio Call Sign _____

Country of Registration (Flag) _____

If the vessel is not currently on the Regional Register of Foreign Fishing Vessels, on application for registration must accompany this form

Vessel Owner

Name _____ Tel No. _____

Address _____ Fax No. _____

_____ Inmarsat No./Email _____

Vessel Operator If different from Vessel Owner

Name _____ Tel No. _____

Address _____ Fax No. _____

_____ Inmarsat 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		EITHER Government Revenue OR Onshore Investment		Total Points
--------	--	-------------	--	--------------------	--	------------------	--	------------------------	--	---	--	--------------

¹⁵ Para.2 of 2004 agreed amendment (20 May 2004, Tarawa).

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 in the enterprise, 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.¹⁶

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.

¹⁶ Para.3 of 2004 agreed amendment (20 May 2004, Tarawa).

SCHEDULE¹⁷

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

Points	Equity ¹	Vessel Flag	Nationals Employed	Local Offloading	Local Fuel Purchase	Either Government Revenue ² <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.

¹⁷ Para.4 of 2004 agreed amendment (20 May 2004, Tarawa).

ANNEX IV
REGIONAL ACCESS LICENSING PROCEDURE

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

- (a) name of vessel;
 - (b) call sign;
 - (c) regional register number;
 - (d) period of RAL requested;
 - (e) desired effective date of licence
 - (f) bank reference number for fee
- as: NAME / CALL SIGN / RREG# / [3] or [12] / ddmmyy / ref#

2. Every application for a regional access licence must be accompanied by the appropriate fee and, where applicable, the observer levy as set out in Schedule 1. A regional access licence shall be valid for a period of 12 months or a period of 3 months.

3. Upon receiving the application for a regional access licence as above the Administrator shall promptly review the application and 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 telex at the latest before the lapse of four working days, exclusive of the day on which such application was made;

- (b) upon denial of an application, notify the applicant by facsimile or telex 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 made.

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 Regional Register of Foreign Fishing Vessels; 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 2.

SCHEDULE 1 FEES

1. The following fee calculation formula shall be applied in accordance with the following principles.

2. Fees shall be paid based on real data on the actual catch performance of vessels operating under this Arrangement in the preceding rolling three years and data on the average price for tuna in the corresponding rolling three years.¹⁸

3. In order to reflect their different catching capacities, a different fee structure for each size class of vessel shall apply. The size classes are:

- (a) less than 700 GRT
- (b) 700 - 1,000 GRT
- (c) greater than 1,000 GRT

4. For each size class, the formula for calculating the fee shall be:

$$\text{FEE} = \text{average regional catch for preceding rolling three years} \times \text{average tuna price for corresponding rolling three years} \times 5\%¹⁹$$

5. Subject to paragraph 8, the regional catch per vessel for each size class shall be calculated as the average best regional catches of each vessel in that size class in the preceding rolling three years or, where a 3 month regional access licence is applied for, the average best regional catches of each vessel in that size class in the preceding rolling three years divided by four.²⁰

6. The average price will be calculated by the Administrator on the basis of the average price for the preceding rolling three²¹ at the major markets. The source of market information will be reviewed at each Annual Meeting of the Parties.

7. The annual licence fee, which includes an administration levy, shall be paid in two equal installments. The first installment shall be paid on application for a regional access licence and the second installment shall be paid before the second six months of the licence is due. In addition,

¹⁸ Para.43 of Agreed Record of 2005 Annual meeting of Parties, 2-3 June 2005, Majuro, RMI.

¹⁹ FSMA13, 9 May 2008, Koror, Palau.; and Para.43 of Agreed Record of 2005 Annual meeting of Parties, 2-3 June 2005, Majuro, RMI.

²⁰ Para.43 of Record of 2005 Annual meeting of Parties, 2-3 June 2005, Majuro, RMI.

²¹ Para.43 of Record of 2005 Annual meeting of Parties, 2-3 June 2005, Majuro, RMI.

an observer levy of US\$5,000 per vessel per year shall be payable upon first application for a regional access licence in any twelve month period.²²

SCHEDULE 2
REGIONAL ACCESS LICENCE FORM

THE FEDERATED STATES OF MICRONESIA ARRANGEMENT FOR REGIONAL FISHERIES ACCESS

Regional Access Licence

The vessel described in this licence is hereby authorised to engage in fishing in the Arrangement Area for the period of validity of in 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 :

INTERNATIONAL RADIO CALL SIGN :

COUNTRY OF REGISTRATION (FLAG) :

COUNTRY OF REGISTRATION NUMBER :

NAME OF VESSEL MASTER :

HOME PARTY :

PERIOD OF VALIDITY

This licence is valid from _____ to _____
(inclusive).

Signature of Issuing Officer: _____ Date: _____

²² Para.5 of 2004 agreed amendment (20 May 2004, Tarawa). Note the discrepancy between the para. numbers in the agreed amendments and this Schedule 1 of Annex IV; and Para.5 of 2004 agreed amendment (20 May 2004, Tarawa). Note the discrepancy between the para. numbers in the agreed amendments and this Schedule 1 of Annex IV.

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, 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 in good standing on the Regional Register of Foreign Fishing Vessels 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 telex or facsimile, 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 telex 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 by the Administrator; 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. It is understood that a region-wide vessel tracking system applicable to all vessels licensed to fish in the Arrangement Area may be established. Fishing vessels of the Parties with a licence to fish under this Arrangement shall participate in such a system and shall install and operate a transponder of a type and in such a manner as may be agreed by the Parties. It is understood that data derived through the system shall be treated as confidential business information and that the terms and conditions for access to that information shall be a matter of discussions between the Parties.

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.

SCHEDULE 1 **APPLICABLE NATIONAL LAWS**

Federated States of Micronesia

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

Kiribati

Fisheries Ordinance, 1979
Fisheries (Amendment) Act, 1984
Marine Zones (Declaration) Act, 1983
Fisheries (Amendment) Act, 1992

Marshall Islands

Title 33, Marine Resources Act, as amended by P.L. 1989-56, P.L. 1991-43 and P.L. 1992-25 of the Marshall Islands Revised Code

Nauru

Interpretation Act, 1971
Interpretation Act (Amendment) Act No.1, 1975
Interpretation Act (Amendment) Act No.2, 1975
Marine Resources Act, 1978

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

Fisheries Act (Cap 45)

Fisheries (Foreign Fishing Vessel) Regulations, 1982

Marine Zones (Declaration) Act, 1983

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 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 by Nauru Interpretation Act, 1971, Section 2.

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 Internal waters, territorial sea, archipelagic waters and within 5 nautical miles of any anchored fish aggregating device for which notification of its location shall be given by geographical coordinates..

Tuvalu Territorial sea and waters within two nautical miles of all named banks, i.e. Macau, Kosciusko, Rose, Bayonnaise and Hera, in the Tuvalu EEZ, as depicted on the chart entitled "Tuvalu Fishery Limits" prepared by the United Kingdom Hydrographic Department, Taunton, January 11, 1981.

SCHEDULE 3 LIMITED AREAS

SCHEDULE 4 DESIGNATED PORTS FOR TRANSHIPMENT

Federated States of Micronesia

Pohnpei
Chuuk (Weno)
Yap (Tomil Harbour)
Kosrae (Okat Harbour)

Kiribati

Tarawa
Kiritimati

Marshall Islands

Majuro

Papua New Guinea

Lae
Kavieng
Lorengau (Manus Island)
Madang (Sek Harbour)
Misima
Port Moresby
Rabaul
Wewak

Solomon Islands

Honiara
Noro
Tulagi

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
- 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# / ddmmy / hhmm / CALL SIGN / LAT / LON / SJ nnn YF nnn OTH nnn /
INTENDED ACTION / PORT NAME / ddmmy / 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# / ddmmy / 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

ANNEX VI
DISTRIBUTION OF PAYMENTS

1. In this Annex:

- (a) “the distribution period” shall be 1 January to 31 December;
- (b) “licence fees” means the total licence fees attributable to each distribution period, calculated in accordance with this paragraph, including accrued interest thereon and any licence fees carried forward from the previous distribution period, after the deduction of administrative costs in accordance with paragraph 4. Where a regional access licence expires after the end of the distribution period during which it was issued, the fees received in respect of that regional access licence shall be pro-rated by time between that distribution period and the next;
- (c) “regional catch” for a Party means the aggregate of the catch reported in each distribution period as having been taken in the exclusive economic or fisheries zone of that Party under regional access licences pursuant to this Arrangement. Provided that any catch taken in the waters of a Party by fishing vessels of that Party under regional access licences shall not be taken into account when calculating the regional catch for that Party;
- (d) “regional price per tonne” means the aggregate licence fees divided by the aggregate of the regional catch for all Parties.

2. The Administrator shall, as soon as practicable after all catch information for each annual distribution period is available, distribute all licence fees to the Parties in accordance with paragraph 5. Such payments shall be made not later than four months after the end of the distribution period unless the Parties agree otherwise. The Administrator shall provide details of each distribution of licence fees to the Annual Meeting of the Parties convened in accordance with Article 6.

3. The Administrator shall deduct from the total licence fees received such amount in administrative costs as may be approved by the Parties in accordance with Article 6.

4. The Administrator shall apply the observer levy for the purpose of implementing the observer programme in accordance with the administrative procedures agreed by the Parties from time to time.

5. The distribution to each Party shall be the sum of the regional catch for that Party multiplied by the regional price per tonne.