



**FIFTH REGULAR SESSION**

8-12 December 2008

Busan, Korea

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**ATTACHMENTS TO DRAFT CMM-2008-01**

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**WCPFC5-2008/IP14 (Rev.1)**

**12 December 2008**

**A THIRD ARRANGEMENT IMPLEMENTING THE NAURU AGREEMENT  
SETTING FORTH ADDITIONAL TERMS AND CONDITIONS OF ACCESS TO  
THE FISHERIES ZONES OF THE PARTIES**

Pursuant to Articles I, 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, Solomon Islands and Tuvalu,

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, and Article I of A Second Arrangement Implementing The Nauru Agreement Setting Forth Additional Terms and Conditions of Access to the Fisheries Zones of the Parties, the Parties shall establish the following minimum terms and conditions in all of their subsequent foreign fishing agreements and their licensing requirements for 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. *Catch Retention*

All bigeye, skipjack and yellowfin tuna taken by a purse seine vessel shall be retained on board and then landed or transhipped, except for:

- (a) fish clearly and demonstrably unfit for human consumption; and
- (b) the final set of a trip when there may be insufficient wellspace to accommodate all fish caught in that set.

The Parties shall adopt appropriate procedures for the implementation of this measure, including reporting.

2. *FAD Closure*

There shall be no deployment or servicing of Fish Aggregating Devices and associated electronic equipment, or fishing by purse seine vessels on floating objects, between 0001 hours GMT on 1 July and 2359 hours GMT on 30 September each year, except that:

- (a) a Party may exclude all or part of its Fisheries Zone from the closure if it determines that it has suffered a disproportionate burden from application of the closure and advises the depositary accordingly; and
- (b) a Party may apply appropriate arrangements set out in a Management Plan to meet the requirements of domestic vessels that are highly dependent on fishing on floating objects within the Fisheries Zone.

### 3. *Closure of High Seas Areas*

A vessel shall not fish in the areas listed below during the period of validity of a licence issued by a Party:

- (a) the area of high seas bounded by the national waters of the Federated States of Micronesia, Indonesia, Palau and Papua New Guinea; and
- (b) the area of high seas bounded by the national waters of the Federated States of Micronesia, Fiji, Kiribati, Marshall Islands, Nauru, Papua New Guinea, Solomon Islands and Tuvalu.

### 4. *Monitoring*

- (a) In order to monitor compliance with the catch retention and FAD closure requirements, all foreign purse seine vessels shall carry at all times an observer from either the national observer programme of a Party or an existing sub-regional observer programme; and
- (b) The owner, charterer, operator, master or any other person responsible for the operation of a licensed vessel shall ensure that the Automatic Location Communicator<sup>1</sup> of the vessel is switched on and is operating properly at all times during the period of validity of a licence issued by a Party.

## **ARTICLE II** ***Review and Implementation***

### *Review*

1. The Parties shall review the implementation of these measures at the annual meeting of the Parties, and decide on the future application of these measures, taking into account:

- (a) the effectiveness of the measures in reducing fishing mortality, especially on juvenile bigeye and yellowfin tuna; and
- (b) the extent to which compatible measures are being applied on the high seas and in the waters of other Members of the Western and Central Pacific Fisheries Commission.

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<sup>1</sup> Automatic Location Communicator is also known as Mobile Transmitting Unit.

*Implementation*

2. These measures shall be implemented in accordance with a programme adopted by the Parties.

**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 the signing of the Arrangement by at least five of the Parties to the Nauru Agreement. Thereafter, it shall take effect for any signing Party 30 days after its signature of the Arrangement.
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 Depository. Withdrawal shall take effect one year after receipt of such notice.
2. Any amendment to this Arrangement proposed by a 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, Palau this 16th day of May 2008

Federated States of Micronesia \_\_\_\_\_  
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Republic of Kiribati \_\_\_\_\_  
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Republic of the Marshall Islands \_\_\_\_\_  
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Republic of Nauru

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Republic of Palau

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Papua New Guinea

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Solomon Islands

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Tuvalu

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## ESTIMATES OF PURSE SEINE EFFORT (DAYS FISHED) IN EXCLUSIVE ECONOMIC ZONES.

EEZ	2001	2002	2003	2004	Av. 2001- 2004	CMM 2005- 01	2005	2006	2007 (prov.)
COOK ISLANDS	46	232	8	6	73	73	4	8	2
FIJI	9	5	9	27	13	27	36	7	7
INDONESIA <sup>1</sup>	4,270	4,316	4,978	6,522	5,022	6,522	6,580	6,808	6,498
NIUE	0	0	1	0	0	0	0	0	0
PHILIPPINES <sup>1</sup>	3,620	3,861	5,367	5,603	4,613	5,603	5,255	5,290	5,787
SAMOA	7	12	3	4	7	7	3	1	4
TOKELAU	99	401	27	67	149	149	127	34	37
TONGA	2	0	0	1	1	1	1	0	0
USA	388	595	279	346	402	402	185	237	110
VANUATU	2	2	0	23	7	23	1	1	0
PNA EEZs <sup>2</sup>	23,902	26,304	28,438	29,144	26,947	29,144	32,028	31,600	29,881
<b>TOTAL</b>	<b>32,345</b>	<b>35,728</b>	<b>39,110</b>	<b>41,743</b>	<b>37,232</b>	<b>41,950</b>	<b>44,220</b>	<b>43,986</b>	<b>42,326</b>

1. Estimates for Indonesian and Philippines EEZs have been estimated as described in Attachment A of WCPFC-2008-13. These estimates may include effort in archipelagic waters.
2. Effort in PNA EEZs does not include effort in the archipelagic waters of Papua New Guinea or Solomon Islands.

TABLE 2. ESTIMATES OF PURSE SEINE EFFORT (DAYS FISHED) IN THE HIGH SEAS, BY VESSEL FLAG (INCLUDING RELEVANT CHARTER ARRANGEMENTS).

Flag	2001	2002	2003	2004	Av. 2001- 2004	CMM 2006- 10	2005	2006	2007 (prov.)
CHINA	95	126	149	428	200	428	494	230	367
CHINESE TAIPEI	1,969	1,865	1,487	1,913	1,809	1,913	1,262	1,238	1,493
EUROPEAN COMMUNITY <sup>1</sup>	38	63	86	103	73	103	52	135	245
FSM	241	228	175	383	257	383	222	63	169
INDONESIA	500	500	500	500	500	500	500	500	500
JAPAN	1,793	1,589	2,093	2,321	1,949	2,321	1,832	1,535	1,317
KIRIBATI	40	52	40	35	42	42	46	53	22
MARSHALL ISLANDS	173	208	435	398	304	398	400	154	194
NEW ZEALAND	23	323	342	210	225	225	98	291	180
PAPUA NEW GUINEA	382	570	580	1,005	634	1,005	1,240	405	700
PHILIPPINES <sup>2</sup>	13	55	435	452	239	452	306	153	17
REPUBLIC OF KOREA <sup>3</sup>	1,307	1,226	1,152	1,234	1,230	1,234	1,071	741	1,397
SOLOMON ISLANDS	32	37	0	0	17	17	16	15	11
USA <sup>3</sup>	968	1,333	863	987	1,038	1,038	771	534	782
VANUATU	66	163	181	571	245	571	376	392	361
<b>TOTAL</b>	<b>7,640</b>	<b>8,338</b>	<b>8,518</b>	<b>10,540</b>	<b>8,759</b>	<b>10,629</b>	<b>8,686</b>	<b>6,439</b>	<b>7,755</b>

1. VMS-based estimates for the European Community were provided by email subsequent to SC4, and 1 degree square aggregate fishing data were provided in December 2008. The aggregate catch and effort data were used as the basis for EC estimates in this table to provide consistency with the other flag estimates also based on operational or 1 degree square aggregate fishing data.
2. Estimates for Philippines are based on high-seas estimates for PNG-based or licenced vessels as described in Attachment A of WCPFC-2008-13. Philippines have provided an estimate of high-seas effort for 2004 only of 7,140 days but no supporting data have been provided.
3. Republic of Korea and USA have provided independent estimates that vary slightly from the figures shown here. These estimates will be reconciled between the WCPFC Scientific Services Provider and the national fisheries authorities of those CCMs. Table entries may be adjusted following the reconciliation process.

**PALAU ARRANGEMENT FOR THE  
MANAGEMENT OF THE WESTERN PACIFIC  
PURSE SEINE FISHERY -  
MANAGEMENT SCHEME  
(VESSEL DAY SCHEME)**



***PALAU ARRANGEMENT FOR THE MANAGEMENT OF THE  
WESTERN PACIFIC PURSE SEINE FISHERY -  
MANAGEMENT SCHEME (VESSEL DAY SCHEME)***

*(as amended by VDS Working Group Meeting-Honiara, 7 & 13 October 2005)*

Enhancing the management of purse seine fishing vessel effort in the waters of the Parties by:

- i) promoting optimal utilization and conservation of tuna resources;
- ii) maximizing economic returns, employment generation and export earnings from sustainable harvesting of tuna resources;
- iii) supporting the development of domestic locally based purse seine fishing industries;
- iv) promoting effective and efficient administration, management and compliance; and
- v) encouraging collaboration between all parties.

## Article 1

### Definitions

#### 1.1 In this Management Scheme:

- (i) *ALC* means Automatic Location Communicator.
- (ii) *Adjusted PAE*, in relation to a Party, means that Party's PAE as adjusted pursuant to Article 6, 7 or 10.
- (iii) *Fishing activities* includes the following:
  - (a) searching for, catching, taking or harvesting fish;
  - (b) attempting to search for, catch, take or harvest fish;
  - (c) engaging in any other activity which can reasonably be expected to result in the locating, catching, taking or harvesting of fish for any purpose;
  - (d) placing, searching for or recovering fish aggregating devices or associated electronic equipment such as radio beacons, or any other equipment used in the control, support or assistance of fishing operations of any description;
  - (e) any operations at sea directly in support of, or in preparation for, any activity described in paragraphs (a) to (d);
  - (f) use of any vessel in connection with any activity described in paragraphs (a) to (e), except for emergencies involving the health and safety of the crew or the safety of a vessel.
- (iv) *Fishing day* means any calendar day, or part of a calendar day, during which a purse seine vessel is in the waters of a Party outside of a port, but does not include a calendar day, or part of a calendar day, referred to in Article 5.1(iii).
- (v) *Length overall*, in relation to a vessel, means the distance in metres (with an accuracy of two decimal places) in a straight line between the foremost point of the bow and the aftermost point of the stern, provided that the bow shall be taken to include the watertight hull structure, forecastle, stem and forward bulwark, and the stern shall be taken to include the watertight hull structure, transom, poop, skiff ramp and bulwark.
- (vi) *Management Period* means a period of three Management Years.
- (vii) *Management Year* means a period of one calendar year commencing on the date of commencement of the vessel day scheme.
- (viii) *Palau Arrangement* means the Palau Arrangement for the Management of the Western Pacific Purse Seine Fishery.
- (ix) *Party Allowable Effort (PAE)*, in relation to a Party, means the total number of fishing days for a Management Year allocated to that Party calculated

pursuant to the formula at Article 12, and presented to the Parties each year in accordance with the table at Schedule 1.

- (x) *Total Allowable Effort (TAE)* means the maximum number of fishing days by all licensed purse seine vessels in the waters of the Parties to the Palau Arrangement in any Management Year.
- (xi) *VDS Register* means the register established and maintained pursuant to Article 8.
- (xii) *Vessel Day Scheme Management Area* means the waters of the Pacific Ocean bounded as follows:
  - (a) In the north by the 20° parallel of north latitude;
  - (b) In the south by the 20° parallel of south latitude; and
  - (c) In the east by a line due north along the 130° meridian of west longitude to its intersection with the 4° parallel of south latitude; thence due west along the 4° parallel of south latitude to its intersection with the 150° meridian of west longitude; thence due north along the 150° meridian of west longitude.

## *Article 2*

### *Objectives and description*

2.1 This Management Scheme is made pursuant to the Palau Arrangement for the management of purse seine fishing effort of the Western and Central Pacific. The objective of this Management Scheme is to enhance the management of purse seine fishing vessel effort in the waters of the Parties by encouraging collaboration between all parties, and:

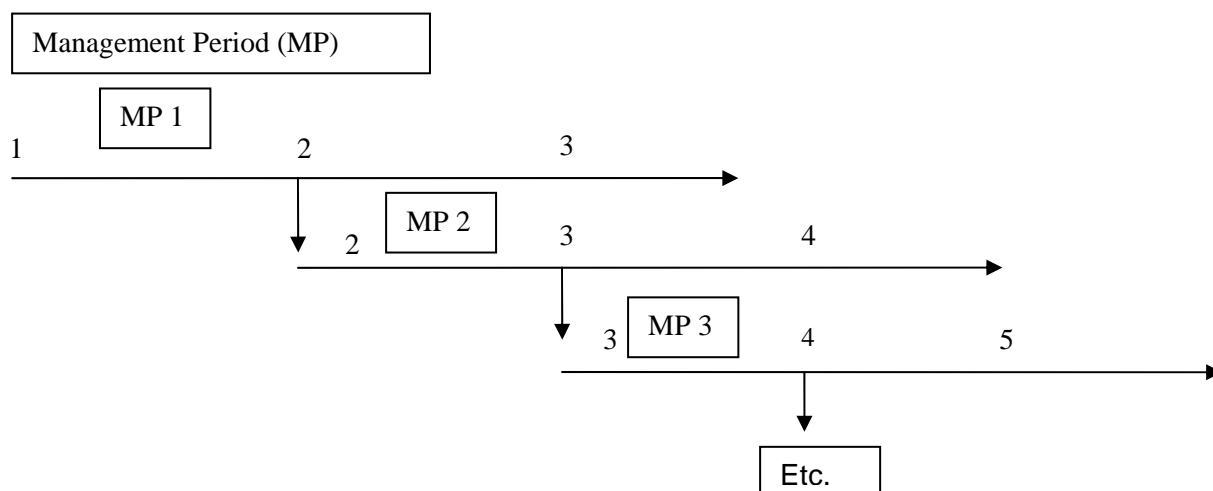
- i) promoting optimal utilization and conservation of tuna resources;
- ii) maximizing economic returns, employment generation and export earnings from sustainable harvesting of tuna resources;
- iii) supporting the development of domestic locally based purse seine fishing industries;
- iv) promoting effective and efficient administration, management and compliance.

2.2 Through this Management Scheme the Parties shall seek to limit the level of fishing by purse seine vessels in the waters of the Parties to the levels of total allowable effort agreed by the Parties to the Palau Arrangement.

2.3 The Management Scheme will have a Management Period of three Management Years. At the end of each Management Year a new three year Management Period will commence. Management Years and Management Periods will be numbered sequentially. At the beginning of the scheme a Total Allowable Effort will be set by the Parties for each of the first three years. Prior to the end of the first year of the Management Scheme the Parties will meet to set the TAE for the fourth Management Year, as illustrated in Figure 1. Prior to the end of the second Management Year, and prior to the end of each subsequent

Management Year, the Parties will meet to set the TAE for the fifth Management Year, and thereafter for each new Management Year. In the event that a TAE is not set for a new Management Year, the TAE for the previous Management Year will apply.

Figure 1 - Rolling 3 year Management Period



2.4 At the end of each Management Year any unused PAE from the corresponding Management Period may be carried forward to the new Management Period. In this respect the Parties to the Palau Arrangement may agree rules about the maximum number or maximum proportion of days that may be carried forward.

### Establishment of a VDS Committee

2.5 Oversight of the Management Scheme will be the responsibility of a Vessel Days Scheme Committee (VDSC) comprising a nominee of each of the Parties to the Palau Arrangement. The VDSC will be a sub-committee of the Palau Arrangement Parties and be subject to their absolute control. The VDSC will meet as required and be subject to the following general procedures:

- i) The VDSC will appoint a Chair and vice Chair for a period of no more than 3 years. At the end of the Chair's term the vice Chair will assume the Chair's role. Initial and ongoing appointments will be made in a manner that provides for the terms of the Chair and vice Chair to be staggered to provide continuity of experience.
- ii) The VDSC may consider, discuss and make recommendation to any meeting of the Parties to the Palau Arrangement on any matter related to the administration of the VDS, and make decisions on matters delegated to them by the Parties to the Palau Arrangement.

#### *Meeting procedures*

- iii) The committee can adopt meeting procedures as it sees fit from time to time bearing in mind that in establishing the VDSC it is the intention of the Parties to the Palau Arrangement that it operate in a manner that is as informal as is practical in order to conduct its business efficiently. In the event of any dispute over meeting procedures and in the absence of any otherwise agreed meeting procedures the meeting procedures that apply to the meetings of the Forum Fisheries Committee will apply. The Administrator will maintain a record of meeting procedures as agreed to from time to time.

#### *Observers*

- iv) Observer status will only be granted to government officials representing members of the Forum Fisheries Agency. Any member wishing to attend as an observer will provide advice to the Chair of their intention to attend any meeting. As meetings of the VDSC will be informal and may be called at short notice, there may be no general notice of intended meetings to observers.

#### *Guests*

- v) Any other person may be invited by the VDSC to attend certain sessions of the VDSC as a guest, on an agenda item by agenda item basis.

#### *Confidentiality*

- vi) Other than for the purposes of official reporting within government observers and guests shall be bound to keep any matter discussed by the VDSC confidential other than where agreed on a case by case basis by the Chair.

#### *Meeting agenda and record*

- vii) An agenda shall be prepared for each meeting. A record of each meeting shall be kept by the Administrator and cleared by the VDSC before it concludes any meeting. The record shall be brief and only record the broad points of discussion by the VDSC, along with any viewpoint expressly requested by any VDSC member to be formally recorded and the precise outcome of any discussions whether they be in the form of a recommendation to a meeting of the Parties to the Palau Arrangement, or a decision.

### **Annual meeting of Parties to the Palau Arrangement**

2.6 The annual meeting of the Parties to the Palau Arrangement will consider matters relating to the administration of the VDS. In particular, but without limiting the matters the meeting can consider, it will be a function of the annual meeting to:

- i) Consider any matter referred to it for decision by the VDSC.

- ii) Receive a briefing from the Administrator on catch and effort levels and any observed or potential increase in average effective fishing effort for each fishing day since the introduction of the vessel day scheme (effort creep):
  - a. In respect of any observed effort creep the Parties shall take the necessary management action to ensure such effort creep is not detrimental to the fishery.
  - b. Options for management action by the Parties shall include controls on vessel length, vessel capacity, well size, the use of fish aggregating devices or any other necessary measure.
- iii) Receive a briefing from the Administrator on any transfer of fishing days between Parties and between Management Periods.
  - a. In respect of any transfer of fishing days between Management Periods the Parties may agree on any future restrictions that may apply to the proportion of fishing days that may be borrowed from or carried forward to future years.
  - b. In respect of any deliberation on this matter the Parties will take into account the need to ensure that such transfers are not detrimental to the fishery or the fishery management scheme.
- iv) Set the TAE in accordance with the provisions of this Management Scheme.
- v) Consider the need to establish procedures to consult with distant water fishing nations, fishing parties, fishing organizations, and other relevant organizations and provide direction to the Administrator in that respect.
- vi) Determine controls on high seas fishing to be applied to fishing parties operating under the Vessel Days scheme or other arrangements, treaties or agreements.

### *Article 3*

#### *Non-application to certain purse seine vessels*

3.1 For clarification this Management Scheme does have effect with respect to fishing activities by a purse seine vessel operating under a valid license issued under the Federated States of Micronesia Arrangement for Regional Fisheries Access (FSMA) while it is in the national waters of the licensing home Party.

3.2 This Management Scheme shall not apply to or affect:

- (i) fishing activities by a purse seine vessel while it is in the national waters of a Party, other than as described in clause 3.1, under a valid license issued under the Federated States of Micronesia Arrangement for Regional Fisheries Access (FSMA); or
- (ii) fishing activities by a purse seine vessel while it is operating under a valid license issued under the Treaty on Fisheries Between the Governments of Certain Pacific Island States and the Government of the United States of America (UST);

3.3 Clause 3.2 does not apply to the deliberations of the Parties to the Palau Arrangement when calculating the TAE when it will be necessary to consider the catches of FSMA and UST fleets and make adjustments to the TAE in accordance with the TAE setting process.

3.4 Clause 3.2 does not apply where agreed to by the Parties to the FSMA or the UST.

#### *Article 4*

##### *Obligation to limit fishing days*

4.1 Each Party shall take all necessary measures to ensure that the number of fishing days by purse seine vessels in its waters does not exceed that Party's PAE or Adjusted PAE in any Management Year other than in accordance with Article 3.

#### *Article 5*

##### *Calculation of fishing days*

5.1 The following provisions shall govern the calculation of a Party's use of its PAE or Adjusted PAE during a Management Year, and shall be applied by the Administrator:

- (i) If a purse seine vessel reports during any fishing day from positions in the waters of two or more Parties, that fishing day shall be apportioned between those Parties according to the distribution of reported positions of that vessel;
- (ii) If a purse seine vessel reports during any fishing day from positions in the high seas or in the waters of non-Parties, and in the waters of one or more Parties, that fishing day shall be apportioned according to the distribution of reported positions;
- (iii) If a Party has advised the Administrator, using the form in Schedule 2, that a purse seine vessel will be in its waters but will not be undertaking fishing activities, the days or parts of days spent by the vessel in that Party's waters will not be counted as fishing days provided the vessel does not undertake fishing activities during the period identified in the form. For that purpose, a vessel shall be deemed to be undertaking fishing activities during any time that its fishing gear is not completely stowed.
- (iv) every fishing day by a purse seine vessel with a length overall of less than 50 metres shall equate to a deduction of one half of a fishing day;
- (v) every fishing day by a purse seine vessel with a length overall of between 50 metres and 80 metres shall equate to a deduction of one fishing day;
- (vi) every fishing day by a purse seine vessel with a length overall in excess of 80 metres shall equate to a deduction of one and one half fishing days.
- (vii) there shall be no deduction of fishing days in respect of any period spent by a purse seine vessel within a port of a Party.

## Article 6

### *PAE Adjustments: transfers between Parties*

6.1 Any two Parties may agree to a transfer between themselves of all or part of their PAE for a Management Year, provided that

- (i) A Party may not agree to transfer to other Parties more than 100% of its PAE;
- (ii) A Party may not agree to transfer any part of its PAE which that Party has already used at the time the request is made.

6.2 A Party that proposes to receive a transfer of PAE pursuant to an agreement under Article 6.1 must provide a transfer notification to the Administrator, using the form set out in Schedule 3 (a) and according to any transfer administration procedures that have been agreed by the Parties on the recommendation of the Administrator, no later than 31 January of the Management Year following the Management Year that the proposed transfer relates to. The transfer will be approved by the Administrator providing it meets the requirements of the Vessel Day Scheme.

6.3 If the Administrator is satisfied that the Parties have complied with the requirements of Articles 6.1 and 6.2, the Administrator shall adjust the PAE of the relevant Parties in accordance with the transfer notification.

## Article 7

### *PAE Adjustments: transfers between Management Years and Management Periods*

7.1 A Party may instruct the Administrator to adjust its PAE for any Management Year in a Management Period by transferring to that Management Year up to 100% of its PAE from another Management Year of the same Management Period.

7.2 A Party may instruct the Administrator to adjust its PAE for the first Management Year in a Management Period by transferring to that Management Year up to 30% of its PAE from the final Management Year of the preceding Management Period.

7.3 An instruction under Article 7.1 or 7.2 is valid only to the extent that it relates to a Party's PAE which the Party has not already used at the time the request is made.

7.4 The Party instructing the Administrator to adjust its PAE under this Article must provide a transfer notification to the Administrator, using the form set out in Schedule 3 (b) and according to any transfer administration procedures that have been agreed by the Parties on the recommendation of the Administrator, no later than 31 January of the Management Year following the Management Year that the proposed transfer relates to.

7.5 If the Administrator is satisfied that the Party has complied with the requirements of this Article, the Administrator shall adjust that Party's PAE in accordance with the transfer notification.



## Article 8

### *Register of Purse Seine Vessels*

8.1 The Administrator shall establish and maintain a Register of Purse Seine Vessels under the Palau Arrangement Purse Seine Fishery Vessel Day Scheme (the VDS Register).

8.2 A purse seine vessel must be registered on the VDS Register in order to undertake fishing activities pursuant to this Management Scheme. Each Party shall ensure that every license of a purse seine vessel includes a condition that no fishing activity may be undertaken pursuant to the licence during any period when the vessel is not registered on the VDS Register.

8.3 A purse seine vessel may only be registered on the VDS Register if:

- (i) An application for the vessel to be registered on the VDS Register is made to the Administrator using the form set out in Schedule 4; and
- (ii) The application form is accompanied by payment of the Registration Fee set out in Schedule 5; and
- (iii) The Administrator is satisfied that the vessel will be able to comply with the requirements of this Management Scheme; and
- (iv) The vessel is in good standing on the FFA Vessel Register

8.4 The Administrator must register a purse seine vessel on the VDS Register if the requirements of Article 8.3 have been satisfied in relation to that vessel. Upon a purse seine vessel becoming registered on the VDS Register, the Administrator must notify the vessel owner and the relevant Party of that fact, and of the commencement date of the registration.

8.5 Subject to Article 8.6, the registration of a purse seine vessel on the VDS Register shall remain in effect until the end of the Management Period. A purse seine vessel that is registered on the VDS Register at the end of a Management Period shall be entitled to have its registration continued for the following Management Period, provided that the vessel fulfils the registration requirements, set out in Article 8.3, no later than 30 days prior to the commencement of that following Management Period.

8.6 The Administrator must delete a vessel from the VDS Register if:

- (i) The vessel owner requests the Administrator to delete the vessel from the VDS Register; or,
- (ii) A Party requests that a vessel be deleted from the VDS Register; or
- (iii) The Administrator is satisfied that the vessel has failed to comply with the requirements of this Management Scheme.

8.7 The Administrator shall not delete a purse seine vessel from the VDS Register pursuant to Article 8.6 unless the Administrator first consults with the Parties about the proposed deletion, and no Party objects to the proposed deletion of the vessel from the VDS Register. If the Administrator deletes a vessel from the VDS Register, the Administrator must notify the vessel owner and any relevant Party of the fact and date of the deletion. A

purse seine vessel that has had its registration on the VDS Register deleted must satisfy the requirements of Article 8.3 in order to be registered again on the VDS Register.

8.8 The Administrator shall provide monthly notifications to all Parties of changes to the VDS Register, including details of new vessel registrations and deletions of vessel registrations. The Administrator shall also maintain the VDS Register on a secure internet website that is accessible only by the Parties and the Administrator.

## *Article 9*

### *Monitoring*

9.1 A purse seine vessel must have an ALC operating at all times of a Management Period during which it is registered on the VDS Register and within the Vessel Day Scheme Management Area, and must ensure that the ALC provides location transmissions at intervals of at least every 4 hours.

9.2 If the Administrator does not receive either an ALC transmission from a purse seine vessel to which Article 9.1 applies, or a transmission failure report from a purse seine vessel pursuant to Article 9.3, the Administrator shall notify the vessel of the transmission failure no later than 12 hours after the ALC transmission was due, and require the vessel to submit transmission failure reports to the Administrator pursuant to Article 9.3.

9.3 If a purse seine vessel becomes unable to transmit by ALC for any reason, the operator of the vessel shall, as soon as practicable, submit a transmission failure report, in the form set out in Schedule 6, to the Administrator and to any Party in whose waters the vessel is undertaking fishing activities. The first transmission failure report shall account for the period from the time of the ALC transmission failure to the time of submission of the report. Subsequent transmission failure reports shall be submitted at intervals of 4 hours.

9.4 If at any time a purse seine vessel is unable to comply with the requirements of this Article, the master of that vessel must immediately stow the vessel's fishing gear and take the vessel directly to the nearest port, or such other port as the Administrator directs, and immediately report to the Administrator of its actions under this Article.

## *Article 10*

### *Compliance*

10.1 Each Party shall take all necessary measures to ensure that every purse seine vessel that is licensed to fish in its waters, and every purse seine vessel that is entitled to fly its flag, comply with the requirements of this Management Scheme.

10.2 If a Party exceeds its PAE or Adjusted PAE at any time during a Management Year, the Administrator shall, within 7 days, notify the Party of that fact. That Party shall report to the Administrator within 21 days on its measures to ensure adherence to its PAE or Adjusted PAE, including any arrangements for transfer of PAE pursuant to Article 6 or Article 7.

10.3 If the level of purse seine fishing in the waters of a Party exceeds its PAE for a Management Year, that Party's PAE for the following Management Year shall be adjusted by deducting:

- (i) If the excess is less than 100 days – the amount of the excess;
- (ii) If the excess is 100 days or more – 120% of the excess.

10.4 The Administrator shall promptly provide a report to all Parties with details of any PAE adjustment pursuant to this Article, and a statement of that Party's Adjusted PAE for any Management Year affected by the adjustment.

#### *Article 11*

##### *Administrator*

11.1 The Administrator of this Management Scheme shall be the Director- General of the Forum Fisheries Agency.

11.2 The Administrator shall have the following functions:

- (i) performing any function that this Management Scheme requires the Administrator to perform;
- (ii) receiving information and documents from the Parties;
- (iii) receiving Registration Application Fees pursuant to Article 8.3(ii);
- (iv) convening meetings of the Parties pursuant to this Article;
- (v) performing any function that the Parties direct the Administrator to perform;
- (vi) performing any function that is necessary for the effective administration of this Management Scheme.

11.3 The Administrator shall perform their functions consistently with any direction given by the Parties. The Administrator shall consult with the Parties as required and take all necessary steps to ensure that reports and information required to be provided by Parties are provided on time.

11.4 The Administrator shall apply fees collected pursuant to this Management Scheme as directed by the Parties. The Administrator shall prepare an annual budget for this Management Scheme, for consideration and approval by the Parties at the annual Management Meeting under the Palau Arrangement.

11.5 The Administrator shall convene a special meeting of the Parties to consider the operation of this Management Scheme if the Administrator receives a written request for such a meeting, and where that request is supported by a minimum of three (3) additional Parties.

## Article 12

### *Calculation of TAE and PAE*

12.1 The TAE is the maximum number of fishing days undertaken by all licensed purse seine vessels in all waters of the Parties to the Palau Arrangement in any Management Year.

#### **Calculation of the TAE**

12.2 The TAE will be set by the Parties at their annual meeting or at such other time agreed to by the Parties having regard to:

- i) the best available scientific, economic, management and other relevant advice and information;
- ii) the provisions of the Convention on the Conservation and Management of Highly Migratory Fish Stocks in the Western and Central Pacific Ocean;
- iii) the objectives of the Vessel Day Scheme; and,
- iv) any submission on this issue from any party, individual or organisation.

#### **Allocation of the TAE among the Parties**

12.3 Prior to the allocation of the TAE amongst the Parties the TAE shall be adjusted by making a deduction from the TAE in accordance with clause 12.7.

12.4 The adjusted TAE shall be allocated amongst the Parties as their Party Allowable Effort (PAE).

12.5 The PAE for each Party shall be expressed as a percentage. The formula for calculating the PAE of each Party shall be that 50 percent of the PAE is based on the distribution of the assessed relative biomass of skipjack and yellowfin within the waters of the Parties - for this purpose the average shall be taken over a ten (10) year period using the most recent available data; and 50 percent on the average of the annual distribution of the number of vessel days fished in the waters of the Parties - for this purpose the average shall be taken over a seven (7) year period using the most recent available data.

12.6 The Parties may have regard to the special circumstances of any member and agree to a temporary increase in the PAE on an annual basis. Such temporary increases shall not automatically be granted in the following year.

#### **Allocation of TAE for the FSMA and the US Treaty Fleets**

12.7 Prior to the allocation of the TAE amongst the Parties, an amount of fishing days will be allocated to each of two pools of fishing days. One pool will be maintained for the Federated States of Micronesia Arrangement for Regional Fisheries Access (FSMA) and one pool for the Treaty on Fisheries between the Governments of Certain Pacific Islands States and the Government of the United States of America (US Treaty). These pools of fishing days will be calculated on the basis of the average number of days fished by these fleets over a seven (7) year period using the most recent available data.

## **Updating of PAE**

12.8 Each PAE shall be updated every year using the formula described in clause 12.5 using the most recent data.

### *Article 13*

#### *Amendment to the Vessel Days Scheme*

13.1 This vessel day scheme may be amended in any respect by the agreement of the Parties to the Palau Arrangement.

### *Article 14*

#### *Fees for administration of the Vessel Day Scheme and charges for vessel days*

14.1 The Parties to the Palau Arrangement may, at any meeting, agree upon or vary any fees to be charged by vessels registered to operate under the Vessel Day Scheme and the scheme for administration of any such fees.

14.2 The Parties to the Palau Arrangement may, at any meeting, agree upon a scheme for standardising fees for the sale of vessel days.

### *Article 15*

#### *Transitional Provisions*

15.1 At the commencement of the Management Scheme the Parties agree that the Management Scheme be applied on a provisional basis for an agreed period which shall be known as the transitional period, for the purposes of providing time for negotiations with fishing parties, and to monitor and to trial the implementation. The Parties may extend the transitional period for a further duration if the Parties consider it necessary.

15.2 The first Management Period would commence at the end of the agreed transitional period.

15.3 The Parties agree to maintain Schedule 7 of the Management Scheme during the transitional period.

15.4 During the transitional period of the Management Scheme, decisions pertaining to the implementation of the Management Scheme may only be made by Parties who have agreed to apply the scheme.

**PALAU ARRANGEMENT FOR THE MANAGEMENT OF THE WESTERN PURSE  
SEINE FISHERY - MANAGEMENT SCHEME (VESSEL DAY SCHEME)**

**SCHEDULE 1**

<i>MANAGEMENT SCHEME DETAILS</i>			
<b>Management Period:</b> (#)			
<b>First Management Period:</b> ( <i>date commencing</i> )			
<b>Total Allowable Effort (TAE) for each year</b> ( <i>as agreed by the Parties</i> ) <b>of First Management Period:</b>			
Party	Annual Percentage Party Allowable Effort (PAE) for # Management Period		
	Year #	Year #	Year #
Federated States of Micronesia			
Kiribati			
Marshall Islands			
Nauru			
Papua New Guinea			
Palau			
Solomon Islands			
Tuvalu			

(The formula for calculating the PAE of each party shall be that 50 percent of the PAE is based on the distribution of the assessed relative biomass of skipjack and yellowfin within the waters of the Parties - for this purpose the average shall be taken over a ten (10) period using the most recent available data; and 50 percent on the average of the annual distribution of the number of vessel days fished in the waters of the Parties - for this purpose, the average shall be taken over a seven (7) year period using the most recent available data).

**PALAU ARRANGEMENT FOR THE MANAGEMENT OF THE WESTERN PURSE  
SEINE FISHERY - MANAGEMENT SCHEME (VESSEL DAY SCHEME)**

**SCHEDULE 2**

**REPORT TO ADMINISTRATOR ON VESSELS IN ZONE NOT ENGAGED  
IN FISHING ACTIVITIES**

Party Submitting Report: \_\_\_\_\_

Zone: \_\_\_\_\_

Name of vessel: \_\_\_\_\_

Vessel's International call sign: \_\_\_\_\_

Vessel's VDS Register Registration No (if applicable): \_\_\_\_\_

FFA Vessel Register No. (if applicable): \_\_\_\_\_

Date and time of entry into Party's waters: \_\_\_\_\_

Date and time of proposed exit from Party's waters: \_\_\_\_\_

Date and time of cessation of fishing activity: \_\_\_\_\_

Date and time of recommencement of fishing activity: \_\_\_\_\_

State reason for vessel's presence in the Party's waters:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PALAU ARRANGEMENT FOR THE MANAGEMENT OF THE WESTERN PURSE  
SEINE FISHERY - MANAGEMENT SCHEME (VESSEL DAY SCHEME)**

**SCHEDULE 3 (a)**

**PART A**

**PAE TRANSFER NOTIFICATION:  
PARTY-PARTY TRANSFER**

[Name of Party from which PAE to be transferred] notifies the Administrator to effect a transfer of ..... fishing days of its PAE for Management Year 20.. to [name of Party to receive transfer].

Amount of PAE to be transferred  
(in fishing days): .....

.....  
[Authorised Officer]

Name: .....

Telephone: .....

Facsimile: .....

Email: .....



**PALAU ARRANGEMENT FOR THE MANAGEMENT OF THE WESTERN PURSE  
SEINE FISHERY - MANAGEMENT SCHEME (VESSEL DAY SCHEME)**

**SCHEDULE 3 (b)**

**PART B**

**PAE TRANSFER NOTIFICATION:  
TRANSFER BETWEEN MANAGEMENT YEARS**

[Name of Party requesting transfer] notifies the Administrator to effect a transfer of fishing days of its PAE for Management Year 20.. as follows:

**Management Year to which  
fishing days to be transferred:** .....

**Amount of fishing days to be  
transferred (tick relevant box):**

- Total fishing days available for transfer
- ..... fishing days

.....  
[Authorised Officer]

Name: .....

Telephone: .....

Facsimile: .....

Email: .....



**PALAU ARRANGEMENT FOR THE MANAGEMENT OF THE WESTERN PURSE  
SEINE FISHERY - MANAGEMENT SCHEME (VESSEL DAY SCHEME)**

**SCHEDULE 5**

**SCHEDULE OF FEES PAYABLE PURSUANT TO THE MANAGEMENT SCHEME  
(all fees are stated in United States Dollar)**

<b>Fee Description</b>	<b>Amount</b>
Registration Fee	\$2,400:00*

\* The Registration Fee is for the 3 year Management Period and may be paid in equal annual instalments of \$800, provided that each instalment must be paid in advance of the commencement date of the Management Year. Late payments will attract a 10% penalty charge. There will be no pro-rata reduction of fees for late payments or payments received part way through a fishing year.

**PALAU ARRANGEMENT FOR THE MANAGEMENT OF THE WESTERN PURSE  
SEINE FISHERY - MANAGEMENT SCHEME (VESSEL DAY SCHEME)**

**SCHEDULE 6**

**INFORMATION FOR INCLUSION IN A TRANSMISSION FAILURE REPORT**

**THE FOLLOWING INFORMATION MUST BE INCLUDED IN ANY  
TRANSMISSION FAILURE REPORT:**

Date (dd/mm/yyyy):

Vessel Name:

Call Sign:

ALC Make and model:

ALC Serial Number:

Position of last ALC transmission (at four -hour intervals):

Position of last manual transmission:

Operator/Captain Name:

Observer's Name (if applicable):

**Purse Seine Licence Numbers**

(Revised May 2006)

<b>Category</b>	<b>Agreed, June 2005</b>	<b>Reported May 2006</b>	<b>Agreed May 2006</b>	<b>Variance</b>
<b>1. Multilateral Access</b>				
<i>U.S. Treaty</i>	40	13	40	-27
<b>2. Bilateral Foreign Access</b>				
<i>Japan</i>	35	34	35	-1
<i>Chinese Taipei</i>	33	33	33	0
<i>South Korea</i>	27	27	27	0
<i>Philippines</i>	10	6	10	-4
<i>China</i>	4	4	4	0
<i>European Union</i>	4	2	4	-2
<b>Sub-total (1+2)</b>	153	119	153	-34
<b>3. Domestic / Locally-based</b>				
<i>All parties</i>	52	52	52	0
<b>Total ((1+2) + 3)</b>	<b>205</b>	<b>171</b>	<b>205</b>	<b>-34</b>

\*Note: Fleets that fail to fully utilise their allocation will be liable to forfeit their unused allocation.

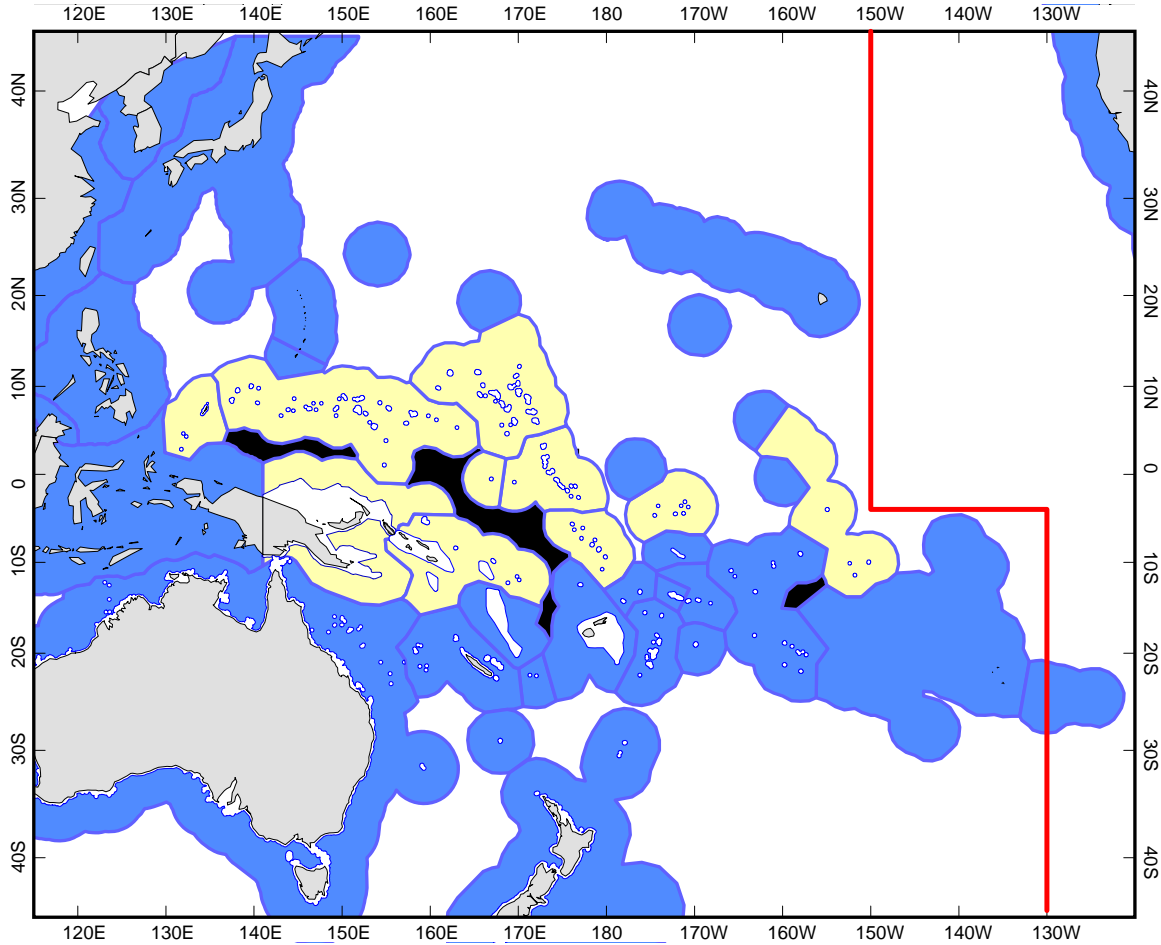
**Special Arrangements<sup>2</sup>**

<b>Category</b>	<b>Agreed, June 2005</b>	<b>Reported May 2006</b>	<b>Agreed May 2006</b>	<b>Variance</b>
<b>1. EU vessels part-time in Kiribati waters only</b>	2	0	2	-2
<b>2. Domestic/Locally Based</b>	15	13	15	-2
<b>3. China</b>	4	5	5	0
<b>4. South Korea</b>	1	0	1	-1
<b>5. Philippines</b>	1	0	1	-1
<b>6. Taiwan</b>	1	0	1	-
<b>Totals</b>	<b>24</b>	<b>18</b>	<b>25</b>	<b>-7</b>

<sup>2</sup> This category will remain in force as long as the number of US vessels is below its maximum allocation of 40 vessels.

**Appendix D**

**The WCPFC Convention Area. The PNA Exclusive Economic Zones (EEZs) are shown in yellow (light), Archipelagic Waters and Territorial Seas for Pacific Island Countries and Territories, Australia and New Zealand are shown in white within the EEZs. Coordinates for Archipelagic Waters and Territorial Seas for other CCMs were not available and are not shown. The high-seas pockets wholly enclosed by EEZs between 20°N and 20°S are shown in black.**



### **GUIDELINES FOR PREPARATION OF FAD<sup>3</sup> MANAGEMENT PLANS**

To support obligations in respect of FADs in CMM-2008-01, the FAD Management Plan (FAD-MP) for a CCM purse seine fleet to be submitted to the Commission could include, for example:

- An objective
- Scope:
  - Description of its application with respect to:
    - Vessel-types and support and tender vessels,
    - FAD types [anchored (AFAD) AND drifting (DFAD)],
    - maximum FAD numbers permitted to be deployed [per purse seine or ring net vessel per FAD type],
    - reporting procedures for AFAD and DFAD deployment,
    - catch reporting from FAD sets (consistent with the Commission's Standards for the Provision of Operational Catch and Effort Data),
    - minimum distance between AFADs,
    - incidental by-catch reduction and utilization policy,
    - consideration of interaction with other gear types,
    - statement or policy on "FAD ownership".
  - Institutional arrangements for management of the FAD Management Plans
    - Institutional responsibilities,
    - application processes for FAD deployment approval,
    - Obligations of vessel owners and masters in respect of FAD deployment and use,
    - FAD replacement policy,
    - reporting obligations,
    - observer acceptance obligations,
    - relationship to Catch Retention Plans,
    - conflict resolution policy in respect of FADs.
  - FAD construction specifications and requirements
    - FAD design characteristics (a description),
    - FAD markings and identifiers,
    - Lighting requirements,
    - radar reflectors,
    - visible distance,
    - radio buoys [requirement for serial numbers],
    - satellite transceivers [requirement for serial numbers].
  - Applicable areas
    - Details of any closed areas or periods e.g. territorial waters, shipping lanes, proximity to artisanal fisheries, etc.

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<sup>3</sup> Fish aggregating devices (FAD) are drifting or anchored floating or submerged objects deployed by vessels for the purpose of aggregating target tuna species for purse seine or ring-net fishing operations.

- Applicable period for the FAD-MP
- Means for monitoring and reviewing implementation of the FAD-MP.
- Means for reporting to the Commission



## BASELINE LONGLINE BIGEYE TUNA CATCHES, BY FLAG

CCM	2001	2002	2003	2004	Av. 2001-04 or 2004*	2005	2006	2007 (prov.)
AMERICAN SAMOA	75	196	242	227	185	134	181	198
AUSTRALIA	1,307	1,002	1,024	892	1,056	791	563	777
BELIZE	1,322	812	782	297	803	425	254	158
CHINA	2,227	2,312	8,965	9,314	9,314	6,399	9,790	7,821
CHINESE TAIPEI	12,435	16,645	13,345	20,992	15,854	15,498	14,295	14,760
COOK ISLANDS	1	56	204	394	164	220	166	189
EUROPEAN COMMUNITY	0	0	0	42	11	17	62	0
FIJI	662	853	889	1,254	915	423	771	639
FRANCE (FRENCH POLYNESIA)	745	649	439	502	584	606	498	481
FRANCE (NEW CALEDONIA)	128	189	142	90	137	76	35	53
FSM	651	759	656	542	652	182	172	1,394
INDONESIA	659	711	625	8,413	2,602	7,707	10,317	10,197
JAPAN	27,466	29,574	26,110	29,248	28,100	23,020	26,876	<u>26,876</u>
KIRIBATI	0	0	0	0	0	0	0	0
MARSHALL ISLANDS	0	0	0	1	0	0	0	3
NAURU	6	3	10	0	5	0	0	0
NEW ZEALAND	481	201	204	177	266	175	177	213
NIUE	0	0	0	0	0	10	0	0
PALAU	21	1	1	7	8	0	0	0
PAPUA NEW GUINEA	240	318	390	392	335	211	134	144
PHILIPPINES	264	310	394	403	343	729	804	927
REPUBLIC OF KOREA	22,172	28,533	17,151	17,941	21,449	15,622	12,489	10,054
SAMOA	185	137	110	104	134	64	128	101
SOLOMON ISLANDS	187	393	967	357	476	<u>357</u>	<u>357</u>	<u>357</u>
TONGA	191	215	94	40	135	125	117	129
USA	2,418	4,396	3,618	4,181	4,181	4,462	4,381	5,416
VANUATU	17	396	841	1,862	779	1,558	2,145	1,574
Total	73,860	88,661	77,203	97,672	88,486	78,811	84,712	82,461

\*2004 only applies to China and USA

## Notes:

1. Source: Annual catch estimates, WCPFC Tuna Fishery Yearbook 2006.
2. Underlined catch estimates have been carried over from previous years.
3. Indonesia has recently revised the proportion of catch taken by gear type for their domestic fisheries which has resulted in a much larger allocation to their longline (at the expense of catches in the “unclassified” fisheries) since 2004 than has been reported in previous years.
4. Catches and effort of vessels operating under charters and similar arrangements have been attributed to host island states or territories in accordance with paragraph 5 of CMM 2005-01 using the best information available to SPC-OFP.