

**NAURU AGREEMENT CONCERNING COOPERATION IN THE MANAGEMENT OF FISHERIES OF COMMON STOCKS (as amended April 2010)**

The Federated States of Micronesia, the Republic of Kiribati, the Republic of the Marshall Islands, the Republic of Nauru, the Republic of Palau, the Independent State of Papua New Guinea, Solomon Islands and Tuvalu:

**TAKING** into account the work of the Third United Nations Conference on the Law of the Sea;

**NOTING** that in accordance with the relevant principles of international law each of the Parties has established an exclusive economic zone or fisheries zone (hereinafter respectively called the “Fisheries Zones”) which may extend 200 nautical miles from the baselines from which their respective territorial seas are measured and within which they respectively and separately exercise sovereign rights for the purpose of exploring exploiting conserving and managing all living marine resources;

**HAVING REGARD** to the objectives of the Pacific Forum Fisheries Agency Convention and in particular the promotion of regional co-operation and co-ordination of fisheries policies and the need for the urgent implementation of these objectives through regional or sub-regional arrangements;

**CONSCIOUS** of the exploitation of the common stocks of fish, both within the Fisheries Zones and in the waters adjacent thereto, by the distant water fishing nations;

**MINDFUL** of their dependence, as developing island states, upon the rational development and optimum utilisation of the living resources occurring within the Fisheries Zones and in particular, the common stocks of the fish therein;

**RECOGNISING** that only by co-operation in the management of the Fisheries Zones may their peoples be assured of receiving the maximum benefits from such resources; and

**DESIROUS** of establishing, without prejudice to the sovereign rights of each Party, arrangements by which this may be achieved;

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

**FURTHER TAKING** into account the Koror Declaration signed on February 25, 2010 by PNA Leaders to increase the economic value and derive greater benefits from tuna resources and to reaffirm the establishment of the PNA Office;

## **HAVE AGREED AS FOLLOWS:**

### **ARTICLE I**

The Parties shall seek, without any derogation of their respective sovereign rights, to co-ordinate and harmonise the management of fisheries with regard to common stocks within the Fisheries Zones, for the benefit of their peoples.

### **ARTICLE II**

The Parties shall seek to establish a co-ordinated approach to the fishing of the common stocks in the Fisheries Zones by fishing vessels and in particular:

(a) shall establish principles for the granting of priority to applications by fishing vessels of the Parties to fish within the Fisheries Zones over other foreign fishing vessels:

(b) shall establish, as a minimum, uniform terms and conditions under which the Parties may licence fishing vessels to fish within the Fisheries Zones regarding:

(i) the requirement that each fishing vessel apply for and possess a licence or permit;

(ii) the placement of observers on fishing vessels;

(iii) the requirement that a standardised form of log book be maintained on a day-to-day basis which shall be produced at the direction of the competent authorities;

(iv) the timely reporting to the competent authorities of the required information concerning the entry, exit and other movement and activities of fishing vessels within the Fisheries Zones; and

(v) standardised identification of fishing vessels;

(c) seek to establish other uniform terms and conditions under which the Parties may licence fishing vessels to fish within the Fisheries Zones, including:

(i) the payment of an access fee, which shall be calculated in accordance with principles established by the Parties;

(ii) the requirement to supply to the competent authorities complete catch and effort data for each voyage;

(iii) the requirement to supply to the competent authorities such additional information as the Parties may determine to be necessary;

(iv) the requirement that the flag States or organisations having authority over a fishing vessel take such measures as are necessary to ensure compliance by such vessels with the relevant fisheries laws of the Parties; and

(v) such other terms and conditions as the Parties may from time to time consider necessary.

### **ARTICLE III**

The Parties shall seek to standardise their respective licensing procedures and in particular:

(a) seek to establish and adopt uniform measures and procedures relating to the licensing of fishing vessels, including application formats, licensing formats and other relevant documents; and

(b) explore the possibility of establishing, without prejudice to the sovereign rights of the Parties, a centralised licensing system of fishing vessels.

### **ARTICLE IV**

The Parties shall seek the assistance of the Pacific Forum Fisheries Agency in establishing procedures and administrative arrangements for the exchange and analysis of:

(a) statistical data concerning catch and effort by fishing vessels in the Fisheries Zones relating to the common stocks of fish: and

(b) information relating to vessel specifications and fleet composition.

### **ARTICLE V**

1. There is hereby established the Parties to Nauru Agreement Office (PNA Office) which shall function in accordance with this Agreement.

2. The PNA Office shall have legal personality and such legal capacity as may be necessary to perform its functions including the capacity to contract, to sue, to incorporate legal entities, and to acquire and dispose of movable and immovable property.

3. The privileges and immunities which the PNA Office and its officers shall enjoy in the territory of a Party shall be determined by agreement between the PNA Office and the Party concerned.

4. Subject to the direction and approval of the Parties the functions of the PNA Office shall be to support the Parties to, *inter alia*:

a. develop and coordinate commercial programmes and activities for which a Party may enter as it so decides;

b. coordinate implementation of the provision of this Agreement and other agreements concerning the Parties;

- c. develop strategic fisheries conservation and management initiatives for the Parties;
  - d. formulate initiatives to maximise the sustained direct and indirect economic benefits to the Parties;
  - e. administer PNA management initiatives; and
  - f. undertake such other functions as the Parties may decide.
5. The PNA Office shall consist of a Director and such other Staff as may be approved by the Parties.
6. The Parties shall appoint a Director and other Officers on such terms and conditions as it may determine. The Director with the approval of the Parties may appoint supporting Officers. The appointment of the Director and supporting Officers shall be in accordance with Regulations adopted by the Parties.
7. The seat of the PNA Office Headquarters shall be at Majuro, Republic of the Marshall Islands.
8. An annual meeting of the Parties shall be convened each year in order to promote the implementation of this Agreement and to deal with other matters as may be determined by the Parties. The Parties shall, on request of three or more Parties, hold such other meetings as may be necessary. The Director shall inform the other Parties of such a request.
9. The decision of the Parties shall be by consensus. If consensus is not possible each Party shall have one vote, and the decision shall be taken by a vote of 5 members.
10. The Parties shall adopt rules of procedure and financial regulations and such other internal administrative regulations as it considers necessary.
11. The Parties may seek the assistance of the Pacific Islands Forum Fisheries Agency secretariat in the provision of additional services that may be required.
12. Members of the Pacific Islands Forum Fisheries Agency, representatives of the Secretariat of the Pacific Community, other inter-governmental organisations, and non- governmental organisations may subject to the concurrence of the Parties be invited to attend meetings of the Parties as observers.

## **ARTICLE VI**

The Parties shall, where appropriate, cooperate and coordinate the monitoring and surveillance of fishing activities by:

- (a) arranging for the rapid exchange of information collected through national surveillance activities;
- (b) exploring the feasibility of joint surveillance; and
- (c) developing other appropriate measures.

## **ARTICLE VII**

The Parties shall seek to develop cooperative and coordinated procedures to facilitate the enforcement of their fisheries laws and shall in particular examine the various means by which a regime of reciprocal enforcement may be established.

## **ARTICLE VIII**

Nothing contained in this Agreement shall be construed as a derogation of the rights and obligations undertaken by any of the Parties under the South Pacific Forum Fisheries Agency Convention or any other international agreement in effect on the date on which this Agreement enters into force.

## **ARTICLE IX**

The Parties shall conclude arrangements where necessary to facilitate the implementation of the terms and to attain the objectives of this Agreement. The Parties concluding such arrangements shall lodge copies with the depositary of this Agreement.

## **ARTICLE X**

1. This Agreement shall be open for signature by the States named in the preamble hereto and shall be subject to ratification.
2. This Agreement shall enter into force thirty days following receipt by the depositary of the fifth instrument of ratification. Thereafter it shall enter into force for any signing or acceding State thirty days after receipt by the depositary of an instrument of ratification or accession.
3. This Agreement shall be deposited with the Government of the Solomon Islands which shall be responsible for its registration with the United Nations.
4. Following entry into force, this Agreement shall be open for accession by other States with the concurrence of the Parties to this Agreement.
5. Reservations to this Agreement shall not be permitted.

## **ARTICLE XI**

1. This Agreement is a binding international agreement concluded among States and is governed by international law.
2. Any Party may withdraw from this Agreement by giving written notice to the depositary. Withdrawal shall take effect one year after receipt of such notice.
3. Any amendments to this Agreement proposed by a Party shall only be adopted by unanimous decisions of the Parties.

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

**DONE** at Nauru this 11th day of February 1982