



REGIONAL ACCESS LICENSE TERMS AND CONDITIONS (RALTCs) (September 2024)

License conditions for vessels fishing pursuant to the Federated State of Micronesia Arrangement. These licence conditions are in addition to the applicable national laws of each Party. Where the applicable national law of a Party sets higher standards, those shall take precedence when the vessel is operating in that Party's zone.

Definition

1. In this license condition:
 - (a) "Bunkering activities" means the transfer to or receiving fuel and oil from a vessel.
 - (b) "Closed Area" means any area within the jurisdiction of the Parties that is closed to vessels pursuant to that Party's applicable national laws, and is listed as a Closed Area in the central holding on the PNA website;
 - (c) "Designated area" means a port or area authorized by the Parties for the purposes of transshipment and described in Attachment 1.
 - (d) "Provisioning activities" means the transfer to or receiving from a vessel any supplies not limited to, food, cargoes, crew and spare part required by the vessel.
 - (e) "Parties" means the Parties to the Nauru Agreement and including Tokelau.
 - (f) "The Arrangement" means the Federated States of Micronesia Arrangement for Regional fisheries Access done in Honiara on the 30 November 1994, as amended from time to time.
 - (g) "Vessel" means the vessel in respect of which a regional access licence pursuant to Article 6 of this Arrangement is issued.
2. Unless otherwise provided, any terms defined in the Arrangement and used in this licence and its associated conditions shall have the same meaning as in Article 1 of the Arrangement.

Compliance with Applicable National Laws.

3. The operator of the vessel shall comply with each of the applicable national laws of the Parties as amended from time to time and shall be responsible for the compliance by its vessel and its crew with each of the applicable national laws, and the vessel shall be operated in accordance with those laws. The applicable national laws for each Party are available on the PNA website and the operator shall be responsible to familiarise itself of those laws.

License

4. The license or a duly certified copy of the licence shall be carried on board at all times and produced at the request of an authorised enforcement officer of any of the Parties. Prior to receipt of the license, the correct citation of the license number shall satisfy this requirement.

PNA Vessel Register

5. The operator shall ensure that the vessel is registered on the PNA Vessel Register. The operator shall comply with all the requirements for registration and the rules relating to the PNA Vessel Register, as amended from time to time and as notified by the CEO.

Vessel Monitoring System

6. The operator of a Vessel shall install a mobile transceiver unit approved by the Parties and maintain such unit at all times during the period of validity of the licence. The operator shall:
 - (a) not interfere with, tamper with, alter, damage or disable the mobile transceiver unit; move or remove the unit from the agreed installed position without the prior permission of the home Party; or impede the operation of the unit.
 - (b) ensure that the mobile transceiver unit is switched on and reporting normally and automatically.
 - (c) ensure that upon notification from the home Party that a mobile transceiver unit has failed to transmit, communicate reports containing the vessel's name, call sign, position (expressed in Latitude and Longitude to minutes of arc), and date and time of the report, to the Party in whose waters the vessel is fishing and the CEO, at intervals of 4 hours or such shorter period determined by the Parties, commencing from the time of notification of the failure of the unit. Such reports must continue until such time the unit is confirmed operational by the home Party.
 - (d) If it is not possible to make reports, or if the home Party directs, the operator of the vessel must immediately stow the fishing gear and take the vessel directly to a port.

Prohibition

7. 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.
8. 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.
9. No fish on board the vessel shall be transhipped at sea.

Transhipment

10. The Operator shall:
 - (a) not tranship at sea under any circumstances, except at a designated area, at the time and in the manner, as authorized by the Party in whose zone the transhipment is to take place;
 - (b) provide 72 hours' notice to the CEO and the Parties of an intent to tranship any or all of the fish on board and shall provide the name of the vessel, its international radio call sign, its

position, the catch on board by species, and the time and place where such transshipment is requested to occur;

(c) submit full reports on the transshipment in the prescribed unloading and transshipment form provided by the CEO, from time to time.

11. The Operator 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 transshipment 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. Catch shall only be transhipped to a carrier vessel which, at the time the transshipment takes place, is duly registered on the PNA Vessel Register and is duly licensed in accordance with national laws and regulations.

Reporting

13. Information relating to the position of and catch on board the vessel shall be provided by facsimile or email, in the format described in Part 1 of Schedule 5, to the CEO, 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 Attachment 1, and as advised from time to time, 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.

Maintenance of Catch and Effort Logs in Zones and on the High Seas

15. The operator shall:

- (a) duly complete in the English language, daily reports in the form advised by the CEO, from time to time, of:
 - (i) catch;
 - (ii) by-catch by species; and
 - (iii) fishing effort, including data on FAD activity;

relating to fishing in the Licensing Area and on the high seas and shall certify that such information is true, complete and accurate;

- (b) ensure that accurate records are maintained and submitted to the CEO all catch discarded at sea and all by-catch transhipped or unloaded offshore.

16. The reports in sub-paragraphs (a)-(b) shall be provided in the format required by the CEO from time to time, including via email or other electronic means.

Enforcement

- 17. The Operator 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.
- 18. 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.
- 19. 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.
- 20. 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.
21. 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, or email confirmation thereof or the correct citation of the regional access licence number shall satisfy this requirement.

Observers

22. 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 to the PNA Observer Agency, with full repatriation costs to be covered by the vessel operator; 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.

23. The operator shall provide the observer, while on board the vessel, at no expense to the Parties or the CEO, with insurance cover and with food, accommodation and medical facilities equivalent to those provided to officers of the vessel.
24. 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.
25. The operator shall carry at all times during fishing trips an authorised observer from the PNA Observer Agency in accordance with the established principles and policies.
26. The following costs of the observer shall be met by the operator:
 - (a) full travel costs from the licensing member to and from the vessel as applicable;
 - (b) salary or allowance, as applicable;
 - (c) full insurance coverage for the observer to and from, and on, the vessel, which shall include the components set out in paragraph 34(ii-iii);
 - (d) a two-way communication satellite device and a waterproof personal lifesaving beacon, and the operating costs of such devices, as required and specified by the observer service provider; and
 - (e) all other costs associated with observers performing their duties as an observer.
27. The operator shall provide:
 - (a) a copy of the insurance coverage policy for an observer; and
 - (b) the associated certificate of currency for that policy,to the CEO, and the CEO shall also forward this to the Parties.

Observer Safety

28. The operator shall be responsible for the health and safety of the Observer while he or she is on board the vessel throughout the duration of the trip.
29. The operator shall immediately rectify any conditions that may cause serious health and safety issues to the observer, not limited to availability of basic safety equipment and general sanitation, on board the vessel.
30. The operator shall immediately cease fishing, report to the observer service provider and facilitate the replacement and transfer of the observer under the following circumstances:
 - (a) where the observer is incapacitated from performing his or her duties due to sickness or injuries that require immediate medical attention;
 - (b) where the health, including mental health or safety of the observer is at risk;

- (c) where the observer has been assaulted, harassed or intimidated; or
 - (d) where the operator has been directed to do so by the observer service provider or the licensing authority for reasons of the safety and wellbeing of the observer.
31. Where the observer is missing or presumed fallen overboard, or as applicable where the observer has passed away, the operator shall:
- (a) immediately cease all fishing activities, activate search and rescue protocols then conduct a search immediately for at least 72 hours or as otherwise directed by authorities;
 - (b) report the incident immediately to the observer service provider including the vessel's position where the incident happened;
 - (c) alert other vessels in the vicinity by using all available means of communication;
 - (d) whether or not the search is successful, return the vessel for further investigation to the nearest port as designated by the observer service provider; and
 - (e) provide a full report to the observer service provider and appropriate authorities on the incident and fully cooperate with the investigation, while remaining in port until further notice.
32. The operator shall be responsible for the following, as required and specified by the observer service provider:
- (a) the cost of all safety equipment to be used by the observer;
 - (b) in the event of injury or illness of the observer, full repatriation and medical costs, as applicable, where the observer is returned to port for medical reasons;
 - (c) in the event of injury or death of the observer, to pay for the autopsy, funeral expenses, and adequate costs for medical, repatriation, loss of earnings, and other related expenses as applicable;
 - (d) in the event of death of the observer, to ensure that the body is well preserved for the purposes of an autopsy and investigation.
33. The operator shall assist the observer service provider to replace or disembark the observer at the nearest port where any member of the immediate family, namely spouse, child or parent, is seriously ill or has died.

High Seas Pockets closure

34. The Operator shall not undertake any fishing or related activities in the following high seas area:
- (a) the high seas areas bounded by the exclusive economic zones of the Federated States of Micronesia, Indonesia, Palau and Papua New Guinea; and
 - (b) the high seas areas bounded by the exclusive economic zones of the Federated States of Micronesia, Fiji, Kiribati, Marshall Islands, Nauru, Papua New Guinea, Solomon Islands and Tuvalu

FADs closure

35. The deployment or servicing of a fish aggregating device and/or any associated electronic equipment within the Arrangement Area is prohibited during the prohibition period starting from 0001 hours GM on 1 July and ending at 2359 hours GMT on 15 August each year.

FAD Buoy Registration and Tracking

36. The Operator shall ensure:

- (a) to register FAD Buoys in accordance with the procedures as advised by the CEO from time to time.
- (b) not to deploy, or caused to be deployed, or fish on FAD Buoy, in the waters of the Parties or in the high seas of the Western and Central Pacific Fisheries Commission (WCPFC) Convention Area east of 130 degrees East and between 20 degrees North and 20 degrees South, unless the FAD Buoy is registered in accordance with the procedures as advised by the CEO in sub-paragraph (a);
- (c) that a deployed FAD Buoy is activated and is reporting normally at all times consistently and automatically in near real time, at least once in every 12 hours when in the waters of the WCPFC Convention Area east of 130 degrees east and between 20 degrees North and 20 degrees South, in a format as advised by the CEO from time to time, except that a FAD Buoy has drifted onto a reef or beach and is stationary may be deactivated after one month.
- (d) that each transmission of data from the FAD Buoy deployed shall include the following information:
 - (i) FAD Buoy Unique Identification Number (Manufacturer's ID number);
 - (ii) Position fixes latitude and longitude
 - (iii) Date and time expressed in Universal Time Constant (UTC) of the fixing of the position.
- (e) to report, in a format as advised by the CEO from time to time, within 24 hours when:
 - (i) A FAD Buoy has been switched off following retrieval from the water;
 - (ii) A FAD Buoy has been deactivated; or
 - (iii) A Communication with a FAD Buoy has been lost for any other reasons

Bunkering and Provisioning in the High seas

37. The Operator shall not conduct any bunkering or provisioning activities in the High Seas of the Western and Central Pacific Fisheries Commission Convention Area east of 130 degrees East.
38. The prohibition in paragraph 39 shall not apply to Kiribati flag purse seine vessels conducting bunkering and provisioning activities with another Kiribati flag vessel in the areas of high seas between the groups of islands of the Kiribati EEZ south of a latitude of 5 degree 30 minutes North.

Catch Retention

39. The operator shall ensure that all bigeye, skipjack and yellowfin taken by that vessel is retained on

board to be landed or transhipped at port, except:

- (a) where in the final set, there is insufficient well space to accommodate all fish caught in that set, noting that excess fish taken in the last set may be transferred to and retained on board another purse seine vessel provided this is not prohibited under the national law of the licensing member;
- (b) when the fish are unfit for human consumption for reasons other than size; and
- (c) when serious malfunction of equipment occurs.

40. Any discard of tuna shall be reported in the form as advised by the CEO from time to time.

Setting Prohibition on whale shark

41. The Operator shall not set on a tuna school associated with a whale shark. In the event a whale shark is unintentionally encircled, the operator shall take immediate steps to ensure its safe release and the incident is reported to the form as advised by the CEO from time to time.

Protection of the ecosystem

42. The operator shall ensure that there is:

- (a) no disposing of non-biodegradable waste at sea, including plastics; and,
- (b) no dumping or abandoning fishing gear, and must report any fishing gear lost at sea in a form as advised by the CEO from time to time¹.

Closed Area

43. 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.

Traditional and Locally-based activities

44. 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.

Information

45. 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 CEO immediately.

Search and Rescue

46. 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

Attachment 1

Designated Area

¹ This shall not apply to fishing gear that is released into the water with the intention of later retrieval such as FADs.

Federated States of Micronesia

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

Kiribati

Tarawa
Butaritari
Kiritimati

Marshall Islands

Majuro

Nauru

Aiwo Boat harbour
Anibare Community Boat harbour

Papua New Guinea

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

Solomon Islands

Honiara
Noro
Tulagi

Tuvalu

Funafuti

Attachment 2

FORMAT FOR REPORTS TO CEO 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# / ddmmyy / hhmm / CALL SIGN / LAT / LON / SJ nnn YF nnn OTH nnn / INTENDED ACTION / PORT NAME / ddmmyy / 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# / ddmmyy / 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