



# THE FEDERATED STATES OF MICRONESIA

## ARRANGEMENT FOR REGIONAL FISHERIES ACCESS

(Amended September 2024)

### 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;

**FURTHER NOTING** the primary objective of the *Palau Arrangement for the Management of the Western Pacific Fishery as Amended – Management Scheme (Purse Seine Vessel Day Scheme)* to limit the fishing effort by purse seine vessels in the respective exclusive economic zones to the levels of total allowable effort agreed by the Parties to the Palau Arrangement;

**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;

**TAKING** into account the *Bikenibeu Declaration* endorsed on 21 October 2009 by Ministers of the Parties to the Nauru Agreement 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* agreed on 25 February 2010 by Leaders of the Parties to the Nauru Agreement to increase the economic value and derive greater benefits from tuna resources;

**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) “Applicable national law” means any provision of a law that are listed in the central holding on the PNA website.
- (b) “Arrangement Area” means the exclusive economic or fisheries zones of the Parties to this Arrangement except for waters closed to fishing.
- (c) “Chief Executive Officer (CEO) means the CEO of the Parties to Nauru Agreement Office.
- (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 Vessel Register established and maintained by the CEO;
- (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 day” means a day of fishing as defined in the *Palau Arrangement for the Management of the Western Pacific Fishery as Amended – Management Scheme (Purse Seine Vessel Day Scheme)* except operations complying with a non fishing day described in the Purse Seine Vessel Day Scheme.

- (h) “fishing vessel of the Parties” means any purse seine fishing vessel flying the flag of or based in a party to this Arrangement;
- (i) “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 Vessel Register pursuant to Article 3 is made, and the phrase “home Party of a vessel” shall be construed accordingly;
- (j) “operator” means any person who is in charge of, directs or controls a vessel, including the owner, charterer or master;
- (k) “Parties to the Nauru Agreement Office” or “PNA Office” means the office established under Article V of the Nauru Agreement as amended;
- (l) “Party” means a State Party to this Arrangement and “Parties” means all such States from time to time;
- (m) “PNA Observer Agency” means the agency approved by the Parties to the Nauru Agreement to administer and coordinate the placement of observers and to manage of the observer programme established pursuant to Article 17 of this Arrangement;
- (n) “RALTC” means the Regional Access License Terms and Conditions;
- (o) “regional access licence” means a regional access licence issued to fishing vessels of the Parties pursuant to this Arrangement;
- (p) “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, transshipping, processing or transporting fish or fish products taken from the Arrangement Area up to the time such fish or fish products are first landed;
- (q) “transshipment” 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; and
- (r) “Vessel Day Scheme” means the vessel day scheme (VDS) described in the Palau Arrangement for the Management of the Western Pacific Fishery as Amended – Management Scheme (Purse Seine Vessel Day Scheme);
- (s) “Vessel Register” means the PNA Vessel Register established and maintained by the CEO.

**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, 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 Fishery as amended from time to time; 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**  
**REGISTRATION OF ELIGIBLE FISHING VESSELS**

1. Eligible fishing vessels shall be registered on the Vessel Register in accordance with the PNA vessel register Rules of Procedure 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) Vessel Register 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 Vessel Register. Applications for registration shall be made in the form set out in Annex I.
- 3. Upon receipt of a duly completed application the CEO shall forthwith enter the vessel concerned on the Vessel Register. The CEO shall immediately notify the Parties, and the operator of the vessel, of the entry of a vessel onto the Vessel Register and shall circulate the details of the vessel to all Parties.
- 4. It shall be a condition of entry onto the Vessel Register 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, by email to the CEO, or in any mode as advised by the CEO from time to time, within fourteen days following the date of completion of the off-loading operation.

- 5. The CEO shall notify the Parties at three-monthly intervals of the name, call sign, the Vessel Register number and home Party.

#### **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 CEO to delete the vessel from the Vessel Register. The CEO shall comply with any such request by the home Party and shall immediately notify the Parties of the deletion of the vessel from the Vessel Register 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 8, the CEO shall, engage an independent auditor to review and assess, in respect of each registered vessel, or, as appropriate, the fishing enterprise under which such registered vessel operates. The independent auditor shall, 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 CEO in a timely manner.

2. In compiling a report to the Parties pursuant to paragraph 1 of this Article the independent auditor shall request the following:
  - (a) details of equity holdings;
  - (b) number of nationals trained;
  - (c) number and proportion of nationals employed and the total payroll to national employees;
  - (d) details of onshore investments;
  - (e) details of local purchases made; and
  - (f) any further information as may be necessary.
3. The Annual Meeting of the Parties shall consider the report of the independent auditor 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 Vessel Register 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 auditor, the home Party of the vessel, or the operator, to provide such further information as may be necessary.
5. Where, following the review and evaluation under paragraph 3 of this Article, and taking into account the findings obtained 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 CEO to delete the vessel from the Vessel Register.

## **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 Vessel Register.
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 CEO, 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. Fishing vessels licensed under this Arrangement shall comply with the applicable national laws of each party, as conditions of fishing access in the fishery waters of a party.

4. The CEO shall establish and maintain the central holding of all applicable national laws. Parties are responsible to update their applicable national laws from time to time.
5. Any laws or regulations, a Party concerned shall be responsible to update its applicable national laws in the central holding and to notify the CEO. The CEO shall notify the Parties and Operators accordingly. New Laws and regulations shall come into force 60 days after the notifications to Parties and Operators, or as specified in that laws or regulations, whichever is later.
6. 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 the RALTC, as agreed from time to time by the Parties. The CEO shall attach the RALTC to the License.
7. Any new or amended RALTC, as agreed by the Parties, shall be notified to Operators licensed under this Arrangement, not less than 180 days in advance of the start of the licensing period in which it is to apply. The RALTC attached to the licence shall remain in effect for the duration of the licensing period without modification or amendment.
8. A regional access licence may be denied by the CEO on the grounds set out in Annex IV.
9. Where a fishing vessel of the Parties is deleted from the Vessel Register 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 Vessel Register or upon the date of expiry of the licence, whichever is the sooner. In the case of deletion from the Vessel Register for any other reason, the regional access licence shall be cancelled immediately upon the deletion from the register.
10. 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.
11. The CEO shall maintain a record of all regional access licences issued pursuant to this Arrangement, including the date of issue and expiry of such licences.
12. The CEO shall notify the Parties each month of the name, call sign, Register 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.

**PART III**  
**ADMINISTRATRATION**

**ARTICLE 7**  
**ADMINISTRATOR**

1. The CEO shall be the Administrator of this Arrangement.
2. The CEO shall be responsible to the Parties for:

- (a) performing the functions required of the CEO by this Arrangement;
  - (b) receiving information, documents and payments in accordance with the terms of this Arrangement;
  - (c) convening meetings of the Parties; and
  - (d) performing any other function in order to satisfy any requirement of this Arrangement.
3. The CEO'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 CEO's functions prescribed under this Arrangement, the CEO 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 Vessel Register 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;
  - (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 Pacific Islands 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 CEO 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 CEO in consultation with the Parties.



3. Member countries of the Pacific Islands 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.

## **ARTICLE 9**

### **PROVISION OF INFORMATION**

1. The CEO 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 CEO 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 CEO is authorized by a Party to release data relating to fishing activities in waters under that Party's jurisdiction; or
  - (d) the CEO 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 CEO, 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 CEO 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 CEO shall distribute any amount received pursuant to this Arrangement less administrative costs in accordance with the formula and the manner agreed by the Parties from time to time. Any amount distributed shall include fees for fishing days attributable for a distribution period

and the fee for a fishing day shall be determined by the Parties from time to time.

3. The CEO shall provide details of any amount distributed to the Annual Meeting or a Special Meeting of the Parties convened in accordance with Article 8.

#### **ARTICLE 11 AUDITING OF ACCOUNTS**

1. The CEO shall appoint an independent auditor 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 CEO shall permit each Party to inspect any raw data, books and accounts which relate to the CEO'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 RALTC;
  - (e) was used for fishing in waters closed to fishing pursuant to RALTC;

- (f) 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;
- (g) was involved in an incident in which evidence which otherwise could have been used in proceedings concerning the vessel has been intentionally destroyed; or
- (h) 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 CEO 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 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**

1. 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 a Party licensed under this Arrangement and fishing in the exclusive economic zone of another Party shall carry an observer from a national observer programme other than the observer programme of the home Party of the vessel, under the conditions set out in Part 7 of RALTC. If such an observer is not available, the fishing vessel shall have on board one observer from a sub-regional observer programme.
  - (b) Observers shall be trained and certified in accordance with the Pacific Islands regional fisheries observer standards. Each of the Parties shall be entitled to have its nationals included in the programme.
  - (c) The programme shall have complete 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 CEO and the home Party of the vessel.

- (e) The CEO 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 PNA Observer Agency shall, on behalf of the CEO, 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 Pacific Islands 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.

**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 the RALTC, which affect that Party.

**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 depository for this Arrangement shall be the Pacific Islands 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 I



**APPLICATION FOR REGISTRATION OF ELIGIBLE FISHING VESSELS  
FEDERATED STATES OF MICRONESIA ARRANGEMENT FOR REGIONAL FISHERIES ACCESS**

PNA Office  
PO BOX 3992  
Majuro Islands 96960  
Marshall Islands

Phone (692) 625 7626  
Fax (692) 625 7628  
Email

INSTRUCTIONS: Underline Surname

Address means complete mailing address

<b>Part A: To be completed by vessel owner, charterer or authorised agent</b>	
<b>Vessel</b>	
Name of Vessel _____	
Radio Call Sign _____	Vessel Register Number _____
<i>If the vessel is not currently on the Vessel Register an application for registration must accompany this form</i>	
<b>Vessel Owner</b>	
Name _____	Tel No. _____
Address _____	Fax No. _____
Email _____	
<b>Vessel Operator</b> If different from Vessel Owner	
Name _____	Tel No. _____
Address _____	Fax No. _____
Email _____	
<b>Part B: Official Use Only] To be completed by licensing official(s) of the Home Party</b>	
<b>Home Party</b>	
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 Investment	Government OR Onshore	Total Points





**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 by the enterprise in purse seine related activities, 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.
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.

**SCHEDULE**

**POINTS EVALUATION SYSTEM**

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

Points	Equity <sup>1</sup>	Vessel flag	Nationals employed	Local Offloading	Local Fuel Purchase	Either Govt. Revenue <sup>2</sup> or 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

**ANNEX IV**  
**REGIONAL ACCESS LICENSING PROCEDURE**

1. An application for a regional access licence shall be submitted to the CEO by facsimile, or email in the following format:
  - (a) name of vessel;
  - (b) call sign;
  - (c) Vessel Register number ;as: NAME / CALL SIGN / / Vessel Register #
2. A regional access licence shall be valid for the duration of the applicable VDS Management Year.
3. Upon receiving the application for a regional access licence as above the CEO 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 email: at the latest before the lapse of four working days, exclusive of the day on which such application was received by the CEO;
  - (b) upon denial of an application, notify the applicant by facsimile or email 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 received by the CEO.
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 is not, at the time of making the application, on the Vessel Register; 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

**SCHEDULE 1**

**REGIONAL ACCESS LICENCE FORM**



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**FEDERATED STATES OF MICRONESIA  
ARRANGEMENT FOR REGIONAL FISHERIES ACCESS**

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**Regional Access Licence**

The vessel described in this licence is hereby authorized to engage in fishing in the Arrangement Area for the period of the validity of this licence, in accordance with the terms and conditions referred to in the RALTC of the Federated States of Micronesia Arrangement for Regional Fisheries Access.

REGIONAL ACCESS LICENCE NUMBER:

VESSEL NAME:

VESSEL REGISTRATION NUMBER:

COUNTRY OF REGISTRATION (FLAG):

COUNTRY OF REGISTRATION NUMBER:

NAME OF VESSEL MASTER:

HOME PARTY:

This licence is valid from \_\_\_\_\_ to 31 December \_\_\_\_\_  
Signature of Issuing Officer \_\_\_\_\_ Date \_\_\_\_\_