

PARTIES TO THE NAURU AGREEMENT

Palau Arrangement for the Management of the Western Pacific Purse Seine Fishery

Extracted from WCPFC CMM 2008-01, Attachment C

First adopted PS VDS text 13 October 2005

PALAU ARRANGEMENT

Management Scheme (Vessel Day Scheme)

as amended by VDS Working Group Meeting — Honiara, 7 & 13 October 2005

Document note

This standalone file reproduces Attachment C of WCPFC Conservation and Management Measure 2008-01 (Fifth Regular Session, Busan, 8–12 December 2008): the Palau Arrangement Vessel Day Scheme (VDS) text as annexed to that CMM.

Source pages: CMM 2008-01, pages 16–37 (cover title page through Schedule 7). Page 38 of the source CMM is Attachment D (high-seas pockets map) and is not included here.

The scheme text itself records the amendment adopted at the VDS Working Group Meeting, Honiara, 7 and 13 October 2005 — the first adopted purse-seine VDS text.

Parties: FSM, Kiribati, Marshall Islands, Nauru, Palau, Papua New Guinea, Solomon Islands and Tuvalu (Nauru Agreement Parties).

**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)

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

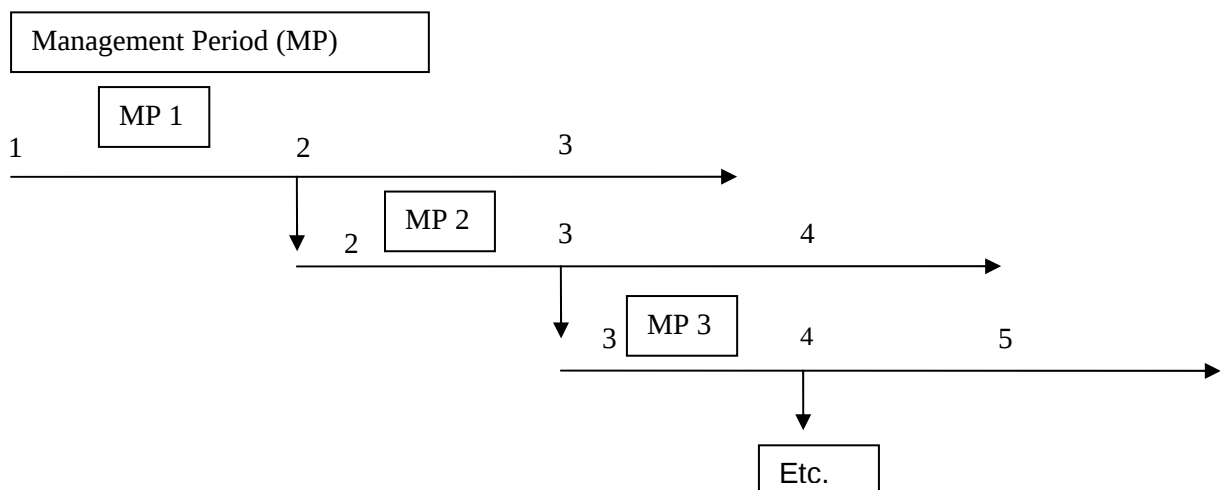
2.1 This Management Scheme is made pursuant to the Palau Arrangement for the management of purse seine fishing effort of the Western and Central Pacific. The objective of this Management Scheme is to enhance the management of purse seine fishing vessel effort in the waters of the Parties by encouraging 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>			
Management Period: (#)			
First Management Period: (date commencing)			
Total Allowable Effort (TAE) for each year (as agreed by the Parties) of First Management Period:			
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

<i>REPORT TO ADMINISTRATOR ON VESSELS IN ZONE NOT ENGAGED IN FISHING ACTIVITIES</i>

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 PACIFIC
PURSE SEINE FISHERY – MANAGAMENT SCHEME (VESSEL DAY SCHEME)**

SCHEDULE 4

APPLICATION FOR REGISTRATION

 Vessel Days Scheme Register APPLICATION FOR REGISTRATION		VID Number - FFA use only 																	
Vessel _____ Name of vessel Flag of vessel <table style="width: 100%;"><tr><td style="width: 50%;">International Radio Call Sign</td><td style="width: 50%;">Flag State Registration Number</td></tr><tr><td> </td><td> </td></tr></table> FFA Vessel Monitoring System Details _____ FFA VMS type-approved ALC installed? No ☐ Yes ☐ Inmarsat number Vessel Specifications _____ Vessel Length (please complete all lengths for which information is available) <table style="width: 100%;"><tr><td style="width: 50%;">Length Overall </td><td style="width: 50%;">Registered Length </td></tr></table> <table style="width: 100%;"><tr><td style="width: 50%;">Length between perpendiculars </td><td style="width: 50%;">Length specified as: ☐ metres ☐ feet</td></tr></table>	International Radio Call Sign	Flag State Registration Number			Length Overall 	Registered Length 	Length between perpendiculars 	Length specified as: ☐ metres ☐ feet	Applicant details _____ Name Mailing address <table style="width: 100%;"><tr><td style="width: 50%;">Phone number</td><td style="width: 50%;">Fax number</td></tr><tr><td> </td><td> </td></tr></table> E-mail address Tick the box that applies to you <table style="width: 100%;"><tr><td>☐ Owner</td><td>☐ Charterer</td><td>☐ Authorised agent</td></tr></table> Application period <table style="width: 100%;"><tr><td style="width: 50%;">from Month / Year </td><td style="width: 10%; text-align: center;">to</td><td style="width: 40%;">to Month / Year </td></tr></table>	Phone number	Fax number			☐ Owner	☐ Charterer	☐ Authorised agent	from Month / Year	to	to Month / Year
International Radio Call Sign	Flag State Registration Number																		
Length Overall 	Registered Length 																		
Length between perpendiculars 	Length specified as: ☐ metres ☐ feet																		
Phone number	Fax number																		
☐ Owner	☐ Charterer	☐ Authorised agent																	
from Month / Year	to	to Month / Year																	
Applicant declaration _____																			
I hereby apply for good standing of the (name of vessel) on the Vessel Days Register maintained by the Forum Fisheries Agency. I declare that, to the best of my knowledge, there are no outstanding matters pending in relation to this vessel or its use. I declare that the information provided in this Application for Registration, signed by me, is true and complete. Signature Date Day / Month / Year																			

Please send your completed form to:
Forum Fisheries Agency
1 FFA Road, Kola'a Ridge Phone: (+677) 21124
P.O. Box 629 Fax: (+677) 23995
Honiara E-mail: mcs@ffa.int
Solomon Islands

Privacy and your information
Information provided to the Forum Fisheries Agency on this form is confidential. Further information about VDS Registration, including instructions regarding remittance of VDS Registration fees, will be provided in a separate notice.

***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)**

Fee Description	Amount
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

<i>INFORMATION FOR INCLUSION IN A TRANSMISSION FAILURE REPORT</i>
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**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)

<i>Category</i>	<i>Agreed, June 2005</i>	<i>Reported May 2006</i>	<i>Agreed May 2006</i>	<i>Variance</i>
1. Multilateral Access				
<i>U.S. Treaty</i>	40	13	40	-27
2. Bilateral Foreign Access				
<i>Japan</i>	35	34	35	-1
<i>Taiwan</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
<i>Sub-total (1+2)</i>	153	119	153	-34
3. Domestic / Locally-based				
<i>All parties</i>	52	52	52	0
Total ((1+2) + 3)	205	171	205	-34

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

Special Arrangements⁵

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

⁵ This category will remain in force as long as the number of US vessels is below its maximum allocation of 40 vessels.