

**PALAU ARRANGEMENT FOR THE
MANAGEMENT OF THE WESTERN PACIFIC
FISHERY AS AMENDED -
MANAGEMENT SCHEME
(PURSE SEINE VESSEL DAY SCHEME)
(AMENDED JUNE 2021)**

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

(as amended by the Parties to the Palau Arrangement,)

To support collaboration between Parties to enable them to maximize their net economic returns from the sustainable use of tuna resources by purse seine vessels.

Article 1

Definitions

1.1 In this Management Scheme:

- (i) *ALC* means Automatic Location Communicator or MTU (Mobile Transceiver Unit).
- (ii) *Adjusted PAE*, in relation to a Party, means that Party's PAE as adjusted pursuant to Article 7 or 10.
- (iii) *FIMS* means the PNA Fisheries Information Management System.
- (iv) *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), except operations complying with a non fishing day in Schedule 2;
 - (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.
- (v) *Fishing day* means any calendar day, or part of a calendar day, during which a purse seine vessel is in the EEZ of a Party outside of a port, but does not include a calendar day, or part of a calendar day, referred to in Article 6;
- (vi) *FSM Arrangement* means the Federated States of Micronesia Arrangement for Regional Fisheries Access adopted in 1995;
- (vii) *iFIMS*, means the Industry Fisheries Information Management System Web portal;
- (viii) *Home Party* is as defined in the FSM Arrangement to mean, in respect of a fishing vessel, the Party which has issued a licence, permit or authorization to the vessel, authorizing the vessel to fish in the EEZ of that Party and through which the application for entry on the Register of Eligible Fishing Vessels is made;
- (ix) *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.

- (x) *Management Year* means a period of one calendar year (1 January to 31 December).
- (xi) *NFD(s)* means Non Fishing Day(s) defined in Schedule 2.
- (xii) *Palau Arrangement* means the Palau Arrangement for the Management of the Western Pacific Purse Seine Fishery adopted in 1995 as amended.
- (xiii) *Party Allowable Effort (PAE)*, in relation to a Party, means the total number of fishing days for a Management Year allocated to that Party pursuant to Article 12, and presented to the Parties each year in accordance with the table at Schedule 1.
- (xiv) *Total Allowable Effort (TAE)* means the maximum number of fishing days by all licensed purse seine vessels in the EEZs of the Parties to the Palau Arrangement and Participants to the VDS, in any Management Year.
- (xv) *VDS Register* means the register established and maintained pursuant to Article 8.
- (xvi) *VDS Register Registration Period* means the registration period from 1 January to 31 December.
- (xvii) *Vessel Day Scheme Management Area* means the EEZs 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. The objective of this Management Scheme is to support collaboration between Parties to enable them to maximize their net economic returns from the sustainable use of tuna resources by purse seine vessels

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

Establishment of a VDS Committee

2.3 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 Parties to the Nauru Agreement 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

2.4 The annual meeting of the Parties to the Palau Arrangement will consider matters relating to the administration of this Management Scheme. 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 Management 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. 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, this Management Scheme, or its objectives.
- 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 this Management Scheme or other arrangements, treaties or agreements.

Article 3

Application to purse seine vessels operating under the FSM Arrangement.

3.1 This Management Scheme shall apply to purse seine vessels operating under a valid licence issued under the FSM Arrangement.

3.2 When an FSM Arrangement vessel operates outside its home Party's EEZ, a separate allocation of fishing days from its PAE shall be made by the Home Party to the Administrator, using the form set out in Schedule 3 (a). Payment must be made to the Administrator for those allocated fishing days in advance.

3.3 Once the number of fishing days allocated to an FSM Arrangement vessel by its home Party is reached, the vessel must immediately cease fishing outside its home Party's EEZ,

unless alternative arrangements for the vessel to operate in the EEZ of other Parties under the PAEs of those Parties has been notified to the Administrator.

Article 4

Obligation to limit fishing days

4.1 Each Party shall take all necessary measures to ensure that the total number of fishing days:

- i) by purse seine vessels in its EEZ, excluding vessels operating under the PAE of their home Parties in accordance with Article 3.2; and
- ii) by its FSM Arrangement vessels operating in the EEZs of other Parties in accordance with Article 3.2

does not exceed that Party's PAE or Adjusted PAE in any Management Year.

4.2 Unused Days in a Management Year cannot be transferred to future Management Years.

Article 5

Calculation of fishing days

5. 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 any of the Parties, that fishing day shall be allocated to the Parties according to the actual times spent in their waters;

(ii) Where a purse seine vessel reports being in the fisheries zone of a Party for the whole period (00:00-24:00) of a calendar day:

a) that (whole) calendar day shall be counted as a fishing day if any fishing activity is undertaken during that calendar day;

b) that (whole) calendar day shall not be counted as a fishing day and shall not be deducted from the fishing days attributed to a Party if the vessel complies with the requirements of a non-fishing day in Schedule 2.

(iii) Where a purse seine vessel reports being in the fisheries zone of a Party for less than the whole period (00:00-24:00) of a calendar day:

a) that part of a calendar day shall be counted as a part fishing day if any fishing activity has been undertaken in the zone during that period;

b) that part of a calendar day shall not be counted as a fishing day and shall not be deducted from the fishing days attributed to a Party if the vessel complies with the requirements of a non-fishing day in Schedule 2.

(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.

(viii) There shall be no deduction of fishing days in respect of any period spent by a purse seine vessel within the archipelagic waters of a Party.

(ix) There shall be no deduction from the days attributed to a Party of any fishing day or part of a fishing day for any time spent by an unlicensed purse seine vessel in the fisheries zone of a Party.

Article 6

Application of Non-Fishing Days

6.1 Applications for non-fishing days (NFDs) defined in Schedule 2 shall be submitted by the vessel operator by the 15th of the next month; any applications after this time shall be rejected.

6.2 Vessel operators are required to use iFIMS to lodge NFDs; applications for NFDs will not be processed unless the vessel operators have lodged relevant eLogsheets data into FIMS pursuant to Article 9.2.

6.3 Unless a Party has advised the Administrator otherwise, NFD applications received within the 15th of a month will be processed by the end of the next month.

6.4 For Parties concerned, all outstanding unprocessed NFDs for each month shall be finalized and rejected at the start of the second month following.

6.5 All outstanding unprocessed NFDs for the previous year shall be finalized and rejected at the end of February, and the accounting of days shall close at the end of March, every year.

Article 7

PAE Adjustments: transfers between Parties and Pooling

7.1 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.

7.2 A Party that proposes to transfer PAE pursuant to an agreement under Article 7.1 must provide a transfer notification, signed by both the transferring and the receiving Party, 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. The transfer will be approved by the Administrator provided it meets the requirements of the Vessel Day Scheme.

7.3 If the Administrator is satisfied that the Parties have complied with the requirements of Articles 7.1 and 7.2, the Administrator shall adjust the PAE of the relevant Parties in accordance with the transfer notification.

7.4 The Parties may agree on arrangements for pooling days that include the transfer of all or part of their PAEs for pooling. Where such arrangements have been agreed to, the Parties shall adopt appropriate procedures for transfer and adjustments of PAEs to give effect to such arrangement.

Article 8

Register of Purse Seine Vessels

8.1 The Administrator shall establish and maintain a Register of Purse Seine Vessels (VDS Register) under this Management Scheme.

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 licence 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. The vessel has completed and submitted its annual application for the FFA Vessel Register;
- ii. The vessel is in good standing on the FFA Vessel Register;
- iii. The vessel has completed and agreed to comply with the requirements on the VDS registration application form;
- iv. The VDS Register registration fee, as agreed by the Parties from time to time, has been paid; and
- v. The Administrator is satisfied that the vessel will be able to comply with the requirements of this Management Scheme.

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 Parties shall notify the Administrator of any licence issued to a vessel under the VDS Register, including the duration of the license, days allocated to each vessel or fleet and restrictions imposed thereunder.

8.6 Subject to Article 8.7, the registration of a purse seine vessel on the VDS Register shall remain in effect until the end of the VDS Register registration period.

8.7 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.

8.8 The Administrator shall not delete a purse seine vessel from the VDS Register pursuant to Article 8.7 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.

8.9 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 reporting normally and automatically at all times 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 hour.

9.2 Logsheet Catch and Effort eReports shall be lodged directly from the vessels to PNA FIMS. Industry offices shall only have 'read only' copy/access to this data.

9.3 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 9.4, 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.

9.4 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 4, to the Administrator and to any Party in whose EEZ the vessel is

undertaking fishing activities. The first transmission failure report shall account for the period from the time of notification by the Administrator to the time of submission of the report. Subsequent transmission failure reports shall be submitted at intervals of 4 hours.

9.5 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.

9.6 The Parties shall use the FIMS for the monitoring of vessels operating under the purse seine VDS.

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 EEZ, every purse seine for which it is the home Party under the FSM Arrangement 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 reaches 80% of its PAE or Adjusted PAE at any time during a Management Year, the Administrator shall, within 7 days, notify the Party. 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 7.

10.3 If 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 Chief Executive Officer of the Parties to the Nauru Agreement Office.

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 (iv);
- (iv) convening meetings of the Parties pursuant to this Article;
- (v) performing any function that the Parties direct the Administrator to perform; and
- (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 EEZs of the Parties to the Palau Arrangement in any Management Year.

Calculation of the TAE

12.2 The TAE will be set and confirmed by the Parties at their previous year's 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 Management Scheme; and
- iv) any submission on this issue from any party, individual or organisation.

Allocation of the TAE among the Parties

12.3 The TAE shall be allocated amongst the Parties as their Party Allowable Effort (PAE) in the manner agreed to by the Parties, set out in Schedule 5, using the PAE Calculation Method agreed to by Parties.

12.4 The agreed calculation method is confidential to PNA Members only and Schedule 5 shall be maintained on a secure PNA website accessible only by the Parties and the Administrator.

Updating of PAE

12.5 Each PAE shall be updated and confirmed by Parties at their previous year's annual meeting or at such other time agreed to by the Parties, 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 this Management 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.

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

SCHEDULE 1

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

**PALAU ARRANGEMENT FOR THE MANAGEMENT OF THE WESTERN PACIFIC
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SCHEDULE 2

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

Party Submitting Report: _____

Zone: _____

Name of vessel: _____

Vessel's International call sign: _____

Vessel IMO Number: _____

Vessel's VDS Register Registration No (Required): _____

FFA Vessel Register No. (vid): _____

Date, time and position (lat/lon) of entry into Party's EEZ: _____

Date, time and position (lat/lon) of exit from Party's EEZ: _____

Date, time and position (lat/lon) of start of non-fishing activity: _____

Date, time and position (lat/lon) of recommencement of fishing activity: _____

Specify reason for vessel's presence in the Party's EEZ:

- Licensed fishing**
- Unlicensed Transit**

Note:

For purposes of calculation of a fishing day, a day shall be treated as a fishing day when a vessel undertakes any fishing activity during that day or part of the 24 hour period of that day.

For unlicensed vessels, any day or part of a day in a zone shall be counted as a non-fishing day.

For licensed vessels, any day or part of a day in a zone shall be counted as a non-fishing day pursuant to Articles 5 & 6 when there has been no fishing activity in the zone of the Party on that day for any of the reasons set out below:

Specify reason for not undertaking fishing activity during the period given above:

- Bad weather:** Only qualifies as a non-fishing day if the vessel is unable to make a set or any other fishing activity during the 24 hour period. In addition, the Captain needs to notify the licensing country.

Specify reason for bad weather

- Strong winds (scale)
 Rough seas
 Related to current

- Full catch & sailing for port:** Only qualifies as a non-fishing day if notification is sent to the licensing country. If the vessel doesn't have a full catch but is returning straight to port, the Captain needs to inform the appropriate Party beforehand specifying:

- The vessel's position
- The port destination.

The vessel sailing for port shall ensure the following:

- All fishing gears are stowed¹;
- The vessel proceeds directly from its position to its port destination; and
- The vessel maintains a straight course and steady speed.

If any fishing activity is undertaken on the vessel's return to port, or any of the above requirements are not adhered to, then all the days on the return travel will be treated as fishing days.

- Deploying or retrieving FADs:** Only qualifies as a non-fishing day if no fishing activity takes place during the 24 hour period, subject to verification against the report of the observer.
- Breakdown:** Only qualifies as a non-fishing day if the vessel is broken down with no fishing activity during the 24 hour period, and the breakdown prevents the vessel from fishing.
- Repairing net:** Only qualifies as a non-fishing day if the vessel is only repairing net(s) with no fishing activity during the 24 hour period.
- Net cleaning (trial) set:** Only qualifies as a non-fishing day if no fishing activity takes place during the 24 hour period, the net is set in a straight line and without the purse wire attached, subject to verification against the report of the observer.

- Emergency:** Only qualifies as a non-fishing day if no fishing activity occurs within the 24 hour period, subject to verification against the report of the observer, and the emergency involves:
- The health and safety of the crew;

- The safety of the vessel.

Search and Rescue: Only qualifies as a non-fishing day subject to verification against the observer report and by the licensing country concerned. If the Search and Rescue results in the vessel returning to port, the Captain needs to inform the appropriate Party beforehand specifying:

- The vessel's position;
- The port destination.

The vessel sailing for port shall ensure the following:

- All fishing gears are stowed;
- The vessel proceeds directly from its position to its port destination;
- The vessel maintains a straight course and steady speed.

If any fishing activity is undertaken on the vessel's return to port, or any of the above requirements are not adhered to, then all the days on the return travel will be treated as fishing days.

Bunkering: Only qualifies as a non-fishing day if no fishing activity takes place during the 24 hour period, subject to verification against the report of the observer.

Licensed Transit: Only qualifies as a non-fishing day if pre-advised notification is sent to the coastal State(s) that the vessel will be transiting through, specifying the following information:

- The transit destination,
- Entry point and exit point.

Transiting vessels shall ensure the following:

- All fishing gears are stowed¹;
- The vessel proceeds directly from the entry point to the exit point; and
- The vessel maintains a straight course and steady speed.

If any fishing activity is undertaken during any period of the pre-advised transit, or any of the above requirements are not adhered to, all the transit days will be counted as fishing days.

¹ Stowed: The fishing gear of the vessel must be stowed in a manner as not to be readily available for fishing. In particular, the boom must 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, must be tied down; and launches must be secured.

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

SCHEDULE 3 (a)

**PAE TRANSFER NOTIFICATION:
HOME PARTY FSM ARRANGEMENT TRANSFER**

[Name of Party from which PAE to be transferred from] notifies the Administrator to effect a transfer of fishing days of its PAE for Management Year to [name of Party individual vessel or company under FSM Arrangement to receive transfer].

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

.....

[Authorised Officer]

Name:

Designation:

Telephone:

Facsimile:

Email:

**PALAU ARRANGEMENT FOR THE MANAGEMENT OF THE WESTERN PACIFIC
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SCHEDULE 3 (b)

**PAE TRANSFER NOTIFICATION
PARTY-PARTY TRANSFER**

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

Amount of PAE to be transferred

(in fishing days):

Date:.....

	Party Transferring	Party Receiving
Signature
Name of Authorised		
Designation		
Office and Address		
Fax and Telephone Numbers		
Email Contact(s)		

***PALAU ARRANGEMENT FOR THE MANAGEMENT OF THE WESTERN PACIFIC
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SCHEDULE 4

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

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

Date (dd/mm/yyyy):

Vessel Name:

FFA Vessel Register No: (vid):

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

Call Sign:

ALC Make and model:

ALC Serial Number:

Date, time, position (lat/lon) and zone of last manual transmission :

Date, time, position (lat/lon) and zone of manual transmissions (at four-hour intervals):

Operator/Captain Name:

Observer's Name (if applicable):

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

SCHEDULE 5

METHOD FOR CALCULATING PARTY ALLOWABLE EFFORTS

Schedule 5 is a confidential Schedule pursuant to Article 12.3 and 12.4.