



PALAU ARRANGEMENT FOR THE MANAGEMENT OF THE WESTERN PACIFIC PURSE SEINE FISHERY

Including Annex 1 as revised by the Thirteenth Annual Meeting of the Parties to the
Nauru Agreement, 27 - 29 April 1994

**PALAU ARRANGEMENT FOR THE MANAGEMENT OF THE WESTERN PACIFIC
PURSE SEINE FISHERY**

THE PARTIES

TAKING into account the United Nations Convention on the Law of the Sea, 1982, in particular Articles 56(1)(a) and 61;

ACKNOWLEDGING that in accordance with the relevant principles of international law each of the Parties has established an exclusive economic zone or fisheries zone (hereinafter called the "the exclusive economic zones") 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;

RECOGNISING the responsibilities of coastal states and fishing states to cooperate with each other in the conservation and management of the living marine resources of the high seas and taking into account the special interest of coastal states in highly migratory species while outside their exclusive economic zones;

RECOGNISING that in order to ensure sustained conservation of living marine resources both within and beyond the exclusive economic zone, fisheries management regimes must effectively maintain the ecological relationship between dependent and associated populations, prevent any decrease in the size of harvested populations below those necessary to ensure their stable recruitment, and avoid adverse impacts upon the marine environment and further recognising that in order to ensure conservation and promote optimum utilisation of the living resources fishing must be carried out only on the basis of ecologically sound practices, effectively monitored and enforced;

REAFFIRMING the obligation of fishing nations to provide full and verifiable data on their fishing operations;

MINDFUL of the dependence of countries of the South Pacific upon the rational development and utilization of the living marine resources and the continued abundance of these resources;

ACCEPTING the right of all members of the South Pacific Forum Fisheries Agency to become Parties to this Arrangement;

HAVE AGREED AS FOLLOWS:

**ARTICLE 1
DEFINITIONS AND INTERPRETATIONS**

1.1 In this Arrangement -

- (a) "Purse Seine Fisheries Management Area" (hereinafter referred to as "the Area") means the exclusive economic zones or fisheries zones of the Parties hereto including adjacent high seas areas in the Western Pacific within which purse seine vessels operate.

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- (b) "Party" means a State party to this Arrangement, and "Parties" means all such States from time to time;
- (c) "Party to the Nauru Agreement" means a Party to the Nauru Agreement Concerning Cooperation in the Management of Fisheries of Common Interest, 1982; and
- (d) "member of the Forum Fisheries Agency" means a Party to the South Pacific Forum Fisheries Agency Convention, 1979.
- (e) "Regional Register" means the Regional Register of Foreign Fishing Vessels maintained by the South Pacific Forum Fisheries Agency.
- (f) "domestic vessel" means any fishing vessel -
 - (i) wholly owned by the Government of a Party or by any public corporation or body established by or under any law of a Party, all of the shares in which are beneficially owned by the Government of the Party;
 - (ii) wholly owned and controlled by one or more natural persons who are citizens or permanent residents of the Party in which the vessel is based under the relevant laws relating to nationality and citizenship of that Party; or
 - (iii) wholly owned and controlled by any company, society or other association of persons incorporated or established under the laws of the Party in which the vessel is based.
- (g) "locally-based foreign fishing vessel" means a foreign fishing vessel which is based in a Party, lands all of its catch in that Party and/or operates under a joint venture arrangement in the territory of that Party which is approved by the Government of that Party or under arrangements whereby the operator of the vessel is participating in shore based developments or is otherwise making a substantial contribution to the development of the domestic tuna industry of the licensing Party.
- (h) "foreign fishing vessel" means any fishing vessel other than a domestic vessel or a locally-based foreign fishing vessel.

ARTICLE 2
SCOPE OF THE ARRANGEMENT

2.1 The understandings found in this document will apply to all species of tuna and tuna-like species (including billfish and other incidental by-catch (hereinafter referred to as "tuna")), taken by purse seine vessels, wherever they may occur in the Area.

ARTICLE 3
MANAGEMENT MEETINGS

3.1 The Parties to this Arrangement will meet once a year for the purpose of reviewing the current status of tuna stocks and to establish necessary measures for their management and conservation.

3.2 The functions of the Management Meeting are -

- (a) to consider all available information including scientific data relating to catch and operations of purse seine fishing vessels within the Area and economic and socio-economic information relating to the impact of the fishery on Parties;
- (b) to consider management measures, which may include, but are not limited to -

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- (i) the regulation of fishing effort by purse seine vessels which have good standing on the Regional Register, including the number of vessels by size class, operation type, carrying capacity, fishing power and technological capability or other grouping subject to the criteria set out in Article 5.1;
 - (ii) the allocation of licences as indicated in Annex 1 hereto for fishing access to the exclusive economic zones of Parties including licence denial for those foreign fishing vessels unwilling to cooperate in these management and conservation measures by failing to provide high seas catch and effort data;
 - (iii) the establishment of closed areas and closed seasons; and
 - (iv) any other management measure deemed necessary from time to time.
- (c) the establishment and implementation of a system of observation and inspection consistent with regionally agreed initiatives;
 - (d) the more effective implementation of the First and Second Implementing Arrangements entered into pursuant to the Nauru Agreement Concerning Cooperation in the Management of Fisheries of Common Interest, 1982. The said Implementing Arrangements are annexed to this Arrangement as Annex 2;
 - (e) the development of surveillance and enforcement procedures consistent with regionally agreed initiatives;
 - (f) the referral of matters for consideration by Special Working Groups as may be considered necessary from time to time;
 - (g) the adoption of a budget for the management of tuna resources; and
 - (h) the determination of the level of contributions by Parties.

3.3 Any allocation of licences under sub-paragraph 3.2(b)(ii) above will take into account the strong dependence of South Pacific coastal states on fisheries resources and the special importance to them of the conservation and optimum utilization of highly migratory species of tuna in the region.

3.4 All secretariat services and arrangements for meetings will be performed by the Forum Fisheries Agency.

3.5 Each Party will ensure that its nationals and fishing vessels comply with any management measures adopted by the Management Meeting.

ARTICLE 4

DECISIONS OF THE MANAGEMENT MEETING

The decisions of the Management Meeting will be arrived at by consensus and will be binding on the Parties.

ARTICLE 5

ALLOCATION OF LICENCES

5.1 Provided vessels have good standing on the Regional Register, Parties to this Arrangement undertake to allocate licences in the following order of priority -

- (a) domestic vessels;
- (b) domestic vessels of another party to this arrangement or vessels jointly operated by or on behalf of the government of the party in which the vessel is based and one or more

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other Parties;

- (c) locally-based foreign fishing vessels;
- (d) foreign fishing vessels with established access arrangements over previous years and with good records of compliance with national laws and regulations, the minimum terms and conditions and reporting requirements of parties; and
- (e) new foreign fishing entrants to the fishery.

ARTICLE 6

LICENCE ALLOCATION CRITERIA

6.1 The Parties agree that the number of licences that may be issued to purse seine vessels of individual fleets will not exceed the limits set out in Annex 1 hereto.

6.2 Additional licences may be issued as set out in Annex 1 hereto. A premium of at least 20% will be applied to the fees payable for such additional licences.

6.3 The agreed limits on the number of licences that may be issued will be reviewed by the Management Meeting. The Parties agree that any alteration to the above maximum allocations, including the allocation of additional licences, must be approved by all the Parties. It is further understood that the Parties will aim to reduce the number of additional licences available.

6.4 In allocating licences to individual foreign purse seine vessels the Parties will apply the following criteria. Licences will be issued -

- (a) firstly on the basis of the vessel's record of compliance with the national laws and regulations and reporting requirements of Parties; and
- (b) secondly in chronological order of applications submitted to Parties.

6.5 Vessels with poor records of reporting and compliance with national laws and regulations of Parties will receive the lowest priority in the allocation of available licences.

ARTICLE 7

SPECIAL WORKING GROUPS

7.1 The Management Meeting may designate Special Working Groups to examine issues arising out of the implementation of this Arrangement.

7.2 Each Party will have the right to appoint a representative to any Special Working Group.

7.3 Where expertise is not available within the Area, the Management Meeting may invite external expertise to participate in the meetings of the Groups. The costs of external experts' participation may be met by Parties to this Arrangement.

7.4 The recommendations of any Special Working Groups will be submitted in writing to the Management Meeting. The recommendations shall not be binding on Parties or the Management Meeting.

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ARTICLE 8
**INFORMAL CONSULTATIONS WITH OTHER STATES AND INTERNATIONAL
ORGANISATIONS**

8.1 The Parties recognise the need to cooperate with other states or international organisations having an interest in the tuna resources within the Area.

8.2 The Parties agree that such cooperation will take place through informal consultations between the Parties and other states or international organisations.

ARTICLE 9
SECRETARIAT

9.1 The Director of the Forum Fisheries Agency will assist the Parties in the implementation and coordination of the provisions of this Arrangement.

9.2 The Director will coordinate the licensing mechanism under this Arrangement. This will include -

- (a) evaluating the level of compliance by assessing returned catch reports on the South Pacific Commission/FFA Regional Tuna Fisheries Database; and
- (b) evaluating reports received from Parties relating to compliance by purse seine vessels with Parties national laws and reporting requirements.

9.3 The Parties agree to comply with the rules and procedures relating to the operation of the Regional Register as agreed upon from time to time by the Forum Fisheries Committee.

9.4 In addition, the Parties will notify the Director of the name, call sign, local licence or registration number and regional register number, if any, of all purse seine vessels licensed to fish in their exclusive economic zones, regardless of whether such vessels are considered for the purposes of national legislation as foreign, domestic, domestic-based, locally-based foreign fishing vessels or otherwise, at two monthly intervals. Deadlines shall be set at the first day of the month for January, March, May, July, September and November.

9.5 The Director will notify the Parties of the name, call sign and registration number of all purse seine vessels licensed to fish in the exclusive economic zones of all the Parties each month and the number of licences available for allocation at any given time will be determined by reference to the list distributed by the Director.

ARTICLE 10
CONSULTATIONS AND DISPUTE SETTLEMENT

10.1 At the request of any Party, consultations will be held with any other Party within sixty (60) days of the date of receipt of the request. All other Parties will be notified of such requests for consultations and any Party will be permitted to participate in such consultations.

10.2 Any dispute arising out of the interpretation or implementation of this Arrangement between two or more Parties will be settled through peaceful negotiations.

ARTICLE 11
ENTRY INTO FORCE

11.1 This Arrangement will be open for signature by the Parties to the Nauru Agreement and is subject to ratification.

11.2 This Arrangement will enter into force 14 days following receipt by the depositary of instruments of ratification by five signatories including the Federated States of Micronesia, Republic of Kiribati and the Independent State of Papua New Guinea. Thereafter it shall enter into force for any signing or acceding State 30 days after receipt by the depositary of the instrument of ratification or accession.

11.3 The depositary for this Arrangement shall be the South Pacific Forum Fisheries Agency.

11.4 Following entry into force this Arrangement shall be open for accession by other members of the Forum Fisheries Agency not Parties to the Nauru Agreement.

11.5 Reservations to this Arrangement shall not be permitted.

11.6 Any Party may withdraw from this Arrangement by giving written notice to the depositary. Withdrawal shall take effect one year after receipt of such notice.

11.7 Any amendments to this Arrangement proposed by a Party shall be adopted by consensus.

IN WITNESS WHEREOF the undersigned, duly authorised by their respective Governments, have signed this Arrangement.

DONE at Suva this 2nd day of October 1992