
MULTILATERAL

TREATY ON FISHERIES

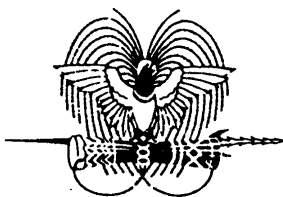
**TREATY ON FISHERIES
BETWEEN THE GOVERNMENTS OF CERTAIN
PACIFIC ISLANDS STATES AND THE GOVERNMENT
OF THE UNITED STATES OF AMERICA**

**TREATY ON FISHERIES BETWEEN THE
GOVERNMENTS OF CERTAIN PACIFIC
ISLANDS STATES AND THE GOVERNMENT OF
THE UNITED STATES OF AMERICA**

**Incorporating the internal Agreement Between the
Pacific Island Parties, the agreement between the
Government of the USA and the South Pacific
Forum Fisheries Agency and the Agreed Statement
on the Observer Programme**

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This revised edition of the Multilateral Treaty on Fisheries
incorporates all amendments agreed between the United States and
the Pacific Island parties up to June 1993



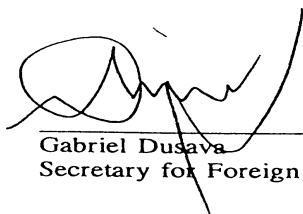
CERTIFICATE

I certify that this is a full and true text of amendments to the Treaty on Fisheries Between the Governments of Certain Pacific Island States and the Government of the United States of America. ("The Treaty") and its subsidiary agreements namely: –

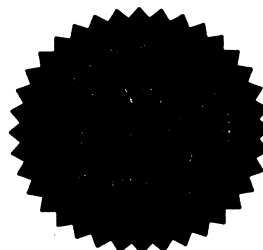
- * Agreement among Pacific Island States concerning The Implementation and Administration of the Treaty on Fisheries Between the Governments of Certain Pacific Island States and the Government of the United States of America ("The Internal Agreement");
- * The Agreement between the Government of the United States and the South Pacific Forum Fisheries Agency, and
- * Agreed Statement on Observer Programme

which amendments were the subject of negotiations among Parties and have been approved and ratified by their respect Governments and which have entered into force on 15 June 1993

IN TESTIMONY WHEREOF, I, Gabriel Dusava , Secretary of the Department of Foreign Affairs and Trade of Papua New Guinea, in the Papua New Guinea Governments capacity as depositary to the Treaty, have caused the seal of this Department to be affixed hereto and have subscribed my name this 9th day of June , 1994



 Gabriel Dusava
 Secretary for Foreign Affairs and Trade



**TREATY ON FISHERIES BETWEEN
THE GOVERNMENTS OF CERTAIN PACIFIC ISLAND
STATES AND THE GOVERNMENT OF THE
UNITED STATES OF AMERICA.**

The Governments of the Pacific Island States party to this Treaty and the Government of the United States of America.

ACKNOWLEDGING that in accordance with international law, coastal States have sovereign rights for the purposes of exploring and exploiting, conserving and managing the fisheries resources of their exclusive economic zones or fisheries zones;

RECOGNIZING the strong dependence of the Pacific Island parties on fisheries resources and the importance of the continued abundance of those resources;

BEARING IN MIND that some species of fish are found within and beyond the jurisdiction of any of the parties and range throughout a broad region; and

DESIRING to maximize benefits flowing from the development of the fisheries resources within the exclusive economic zones or fisheries zones of the Pacific Island parties;

HAVE AGREED AS FOLLOWS:

**ARTICLE 1
DEFINITIONS AND INTERPRETATION**

1.1 In this Treaty:

- (a) "Administrator" means that person or organization designated by the Pacific Island parties to act as such on their behalf pursuant to this Treaty and notified to the Government of the United States;
- (b) "final judgment" means a judgment from which no appeal proceedings have been initiated within sixty days;
- (c) "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; or

- (vi) aircraft use, relating to the activities described in this paragraph except for flights in emergencies involving the health or safety of crew members or the safety of a vessel;
- (d) "fishing vessel of the United States" or "vessel" means any boat, ship or other craft which is used for, equipped to be used for, or of a type normally used for commercial fishing, which is documented under the laws of the United States;
- (e) "Licensing Area" means all waters in the Treaty Area except for:
 - (i) waters subject to the jurisdiction of the United States in accordance with international law; and
 - (ii) waters closed to fishing by fishing vessels of the United States in accordance with Annex I;
- (f) "operator": means any person who is in charge of, directs or controls a vessel, including the owner, charterer and master;
- (g) "Pacific Island party" means a Pacific Island State party to this Treaty and "Pacific Island parties" means all such States from time to time;
- (h) "Pacific Island State" means a party to the South Pacific Forum Fisheries Agency Convention, 1979;
- (i) "party" mean a State party to this Treaty, and "parties" means all such States, from time to time;
- (j) "this Treaty" means this Treaty, its Annexes and Schedules; and
- (k) "Treaty Area" means all waters north of 60 degrees South latitude and east of 90 degrees East longitude, subject to the fisheries jurisdiction of Pacific Island parties, and all other waters within rhumb lines connecting the following geographic co-ordinates, designated for the purposes of this Treaty, except for waters subject to the jurisdiction in accordance with international law of a State which is not a party to this Treaty.

2°35'30"S	141°00'00"E
1°01'35"N	140°48'35"E
1°01'35"N	129°30'00"E
10°00'00"N	129°30'00"E
14°00'00"N	140°00'00"E
14°00'00"N	142°00'00"E
12°30'00"N	142°00'00"E
12°30'00"N	158°00'00"E
15°00'00"N	158°00'00"E
15°00'00"N	165°00'00"E

18°00'00"N	165°00'00"E
18°00'00"N	174°00'00"E
12°00'00"N	174°00'00"E
12°00'00"N	176°00'00"E
5°00'00"N	176°00'00"E
1°00'00"N	180°00'00"
1°00'00"N	164°00'00"W
8°00'00"N	164°00'00"W
8°00'00"N	158°00'00"W
0°00'00"	150°00'00"W
6°00'00"S	150°00'00"W
6°00'00"S	146°00'00"W
12°00'00"S	146°00'00"W
26°00'00"S	157°00'00"W
26°00'00"S	174°00'00"W
40°00'00"S	174°00'00"W
40°00'00"S	171°00'00"W
46°00'00"S	171°00'00"W
55°00'00"S	180°00'00"
59°00'00"S	160°00'00"E
59°00'00"S	152°00'00"E

and north along the 152 degrees of East longitude until intersecting the Australian 200 nautical mile limit.

1.2 Nothing in this Treaty shall be deemed to affect the applicability of any provision of a Pacific Island party's law which is not identified or otherwise described in this Treaty.

ARTICLE 2

BROADER COOPERATION

2.1 The Government of the United States shall, as appropriate, cooperate with the Pacific Island parties through the provision of technical and economic support to assist the Pacific Island parties to achieve the objective of maximizing benefits from the development of their fisheries resources.

2.2 The Government of the United States shall, as appropriate, promote the maximization of the benefits generated for the Pacific Island parties from the

operations of fishing vessels of the United States licensed pursuant to this Treaty, including:

- (a) the use of canning, transshipment, slipping and repair facilities located in the Pacific Island parties;
- (b) the purchase of equipment and supplies, including fuel supplies, from suppliers located in the Pacific Island parties; and
- (c) the employment of nationals of the Pacific Island parties on board licensed fishing vessels of the United States.

ARTICLE 3

ACCESS TO THE TREATY AREA

3.1 Fishing vessels of the United States shall be permitted to engage in fishing in the Licensing Area in accordance with the terms and conditions referred to in Annex I and licences issued in accordance with the procedures set out in Annex II.

3.2 It shall be a condition of any licence issued pursuant to this Treaty that the vessel in respect of which the licence is issued is operated in accordance with the requirements of Annex I. No fishing vessel of the United States shall be used for fishing in the Licensing Area without a licence issued in accordance with Annex II or in waters closed to fishing pursuant to Annex I, except in accordance with paragraph 3 of this Article, or unless the vessel is used for fishing albacore tuna by the trolling method in high seas areas of the Treaty Area.

3.3 A Pacific Island party may permit fishing vessels of the United States to engage in fishing in waters under the jurisdiction of that party which are:

- (a) within the Treaty Area but outside the Licensing Area;
- (b) except for purse seine vessels, within the Licensing Area but otherwise than in accordance with the terms and conditions referred to in Annex I,

in accordance with such terms and conditions as may be agreed from time to time with the owners of the said vessels or their representatives. In such a case, if the Pacific Island party gives notice to the Government of the United States of such arrangements, and if the Government of the United States concurs, the procedures of Articles 4 and 5.6 shall be applicable to such arrangements.

ARTICLE 4

FLAG STATE RESPONSIBILITY

4.1 The Government of the United States shall enforce the provisions of this Treaty and licences issued thereunder. The Government of the United States shall take the necessary steps to ensure that nationals and fishing vessels of the United States refrain from fishing in the Licensing Area and in waters closed to fishing pursuant to Annex I, except as authorized in accordance with Article 3.

4.2 The Government of the United States shall, at the request of the Government of a Pacific Island party, take all reasonable measures to assist that party in the investigation of an alleged breach of this Treaty by a fishing vessel of the United States and promptly communicate all the requested information to that party.

4.3 The Government of the United States shall ensure that:

- (a) each fishing vessel of the United States licensed pursuant to this Treaty is fully insured against all risks and liabilities;
- (b) all measures are taken to facilitate:
 - (i) any claim arising out of the activities of a fishing vessel of the United States, including a claim for the total market value of any fish taken from the Licensing Area without authorization pursuant to this Treaty, and the prompt settlement of that claim;
 - (ii) the service of legal process by or on behalf of a national or the Government of a Pacific Island party in any action arising out of the activities of a fishing vessel of the United States;
 - (iii) the prompt and full adjudication in the United States of any claim made pursuant to this Treaty;
 - (iv) the prompt and full satisfaction of any final judgment or other final determination made pursuant to this Treaty; and
 - (v) the provision of a reasonable level of financial assurances, if, after consultation with the Government of the United States, all Pacific Island parties agree that the collection of any civil or criminal judgment or judgments or determination or determinations made pursuant to this Treaty has become a serious enforcement problem;
- (c) an amount equivalent to the total value of any forfeiture, fine, penalty or other amount collected by the Government of the United States incurred as a result of any actions, judicial or otherwise, taken pursuant to this Article is paid to the Administrator as soon as possible following the date that the amount is collected.

4.4 The Government of the United States shall, at the request of the Government of a Pacific Island party, fully investigate any alleged infringement of this Treaty involving a vessel of the United States, and report as soon as practicable and in any case within two months to that Government on that investigation and on any action taken or proposed to be taken by the Government of the United States in relation to the alleged infringement.

4.5 In the event that a report provided pursuant to paragraph 4 of this Article shows that a fishing vessel of the United States:

- (a) while fishing in the Licensing Area did not have a licence to fish in the Licensing Area, except in accordance with paragraph 2 of article 3; or

- (b) 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 Treaty; or

that there was probable cause to believe that a fishing vessel of the United States:

- (c) was used for fishing in waters closed to fishing pursuant to Annex I, except as authorized in accordance with paragraph 3 of Article 3;
- (d) was used for fishing in any Limited Area as described in Annex I, except as authorized in accordance with that Annex;
- (e) was used for fishing by any method other than the purse seine method, except in accordance with paragraph 2 of Article 3;
- (f) was used for directed fishing for Southern Bluefin Tuna or 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) used an aircraft for fishing which was not identified on a form provided pursuant to Schedule 1 of Annex II in relation to that vessel; or
- (h) was involved in an incident in which evidence which otherwise could have been used in proceedings concerning the vessel has been intentionally destroyed;

and that such vessel has not submitted to the jurisdiction of the Pacific Island party concerned, the Government of the United States shall, at the request of that party, take all necessary measures to ensure that the vessel concerned leaves the Licensing Area and waters closed to fishing pursuant to Annex I immediately and does not return except for the purpose of submitting to the jurisdiction of the party, or after action has been taken by the Government of the United States to the satisfaction of that party.

4.6 In the event that a report provided pursuant to paragraph 4 of this Article shows that a fishing vessel of the United States has been involved in a probable infringement of this Treaty, including an infringement of an applicable national law as identified in Schedule 1 of Annex I, other than an infringement of the kind described in paragraph 5 of this Article, and that the vessel has not submitted to the jurisdiction of the Pacific Island party concerned, the Government of the United States shall, at the request of that party, take all necessary measures to ensure that the vessel concerned:

- (a) Submits to the jurisdiction of that party; or
- (b) is penalized by the Government of the United States at such level as may be provided for like violations in United States law relating to foreign fishing vessels licensed to fish in the exclusive economic zone of the United States but not to exceed the sum of US\$250,000.

4.7 Financial assurances provided pursuant to this Treaty may be drawn against by any Pacific Island party to satisfy any civil or criminal judgment or other determination in favour of a national or the Government of a Pacific Island party.

4.8 Prior to instituting any legal proceedings pursuant to this Article concerning an alleged infringement of this Treaty in waters within the jurisdiction, for any purpose, as recognized by international law, of a Pacific Island party, the Government of the United States shall notify the Government of that Pacific Island party that such proceedings shall be instituted. Such notice shall include a statement of the facts believed to show an infringement of this Treaty and the nature of the proposed proceedings, including the proposed charges and the proposed penalties to be sought. The Government of the United States shall not institute such proceedings if the Government of that Pacific Island party objects within 30 days of the effective date of such notice.

4.9 The Government of the United States shall ensure that an agent is appointed and maintained in accordance with the requirements of subparagraphs (a) and (b) of this paragraph, with authority to receive and respond to any legal process issued by a Pacific Island party in respect of an operator of any fishing vessel of the United States (identified in the form set out in Schedule 1 of Annex II) and shall notify the Administrator of the name and address of such agent, who:

- (a) shall be located in Port Moresby for the purpose of receiving and responding to any legal process issued in accordance with this Article; and
- (b) shall, within 21 days of notification that legal process has been issued in accordance with this Article, travel to any Pacific Island party, at no expense to that party, for the purpose of receiving and responding to that process.

ARTICLE 5

COMPLIANCE POWERS

5.1 It is recognized that the respective Pacific Island parties may enforce the provisions of this Treaty and licences issued thereunder, including arrangements made pursuant to Article 3.3 and licences issued thereunder, in waters under their respective jurisdiction,

5.2 The Government of the Pacific Island parties shall promptly notify the Government of the United States of any arrest of a fishing vessel of the United States or any of its crew and of any charges filed or proceedings instituted following the arrest, in accordance with this Article.

5.3 Fishing vessels of the United States and their crews arrested for breach of this Treaty shall be promptly released upon the posting of a reasonable bond or other security. Penalties applied in accordance with this Treaty for fishing violations shall not be unreasonable in relation to the offence and shall not include imprisonment or corporal punishment.

5.4 The Government of the United States shall not apply sanctions of any kind including deductions, however effected, from any amounts which might otherwise have been paid to any Pacific Island party, and restrictions on trade with any Pacific Island party, as a result of any enforcement measure taken by a Pacific Island party in accordance with this Article.

5.5 The Governments of the parties shall adopt and inform the other parties of such provisions in their national laws as may be necessary to give effect to this Treaty.

5.6 Where legal proceedings have been instituted by the Government of the United States pursuant to Article 4, no Pacific Island party shall proceed with any legal action in respect of the same alleged infringement as long as such proceedings are maintained. Where penalties are levied or proceedings are otherwise concluded by the Government of the United States pursuant to Article 4, the Pacific Island party which has received notice of such final determination shall withdraw any legal charges or proceedings in respect of the same alleged infringement.

5.7 During any period in which a party is investigating any infringement of this Treaty involving a fishing vessel of the United States, being an infringement which is alleged to have taken place in waters within the jurisdiction, for any purpose, as recognized by international law, of a Pacific Island party, and if that Pacific Island party so notifies the other parties, any licence issued in respect of that vessel shall, for the purposes of Article 3, be deemed not to authorise fishing in the waters of that Pacific Island party.

5.8 If full payment of any amount due as a result of a final judgment or other final determination deriving from an occurrence in waters within the jurisdiction, for any purpose, of a Pacific Island party, is not made to that party within sixty (60) days, the 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 Licensing Area until that amount is paid to that party.

ARTICLE 6

CONSULTATIONS AND DISPUTE SETTLEMENT

6.1 At the request of any party, consultations shall be held with any other party within sixty (60) days of the date of receipt of the request. All other parties shall be notified of the request for consultations and any party shall be permitted to participate in such consultations

6.2 Any dispute between the Government of the United States and the Government of one or more Pacific Island parties in relation to or arising out of this Treaty may be submitted by any such party to an arbitral tribunal for settlement by arbitration no earlier than one hundred and twenty (120) days following a request for consultations under Article 6.1. Unless the parties to the dispute agree otherwise, the Arbitration Rules of the United Nations Commission on International Trade Law as at present in force shall be used.

6.3 The Government or Governments of the Pacific Island party or parties to the dispute shall appoint one arbitrator and the Government of the United States shall appoint one arbitrator. The third arbitrator, who shall act as presiding arbitrator of the tribunal, shall be appointed by agreement of the parties to the dispute. In the event of a failure to appoint any arbitrator within the time period provided in the Rules, the arbitrator shall be appointed by the Secretary General of the Permanent Court of Arbitration at The Hague.

6.4 Unless the parties to the dispute agree otherwise, the place of arbitration shall be Port Moresby. The tribunal may hold meetings at such other place or places within the territory of a Pacific Island party or elsewhere within the Pacific Islands region as it may determine. An award or other decision shall be final and binding on the parties to the arbitration, and, unless the parties agree otherwise, shall be made public. The parties shall promptly carry out any award or other decision of the tribunal.

6.5 The fees and expenses of the tribunal shall be paid half by the Government or Government of the Pacific Island party or parties to the arbitration and half by the Government of the United States, unless the parties to the arbitration agree otherwise.

ARTICLE 7 REVIEW OF THE TREATY

7. The parties shall meet once each year for the purpose of reviewing the operation of this Treaty.

ARTICLE 8 AMENDMENT OF THE TREATY

8. The following procedures shall apply to the adoption and entry into force of any amendment to this Treaty.

- (a) Any party may propose amendments to this Treaty.
- (b) A proposed amendment shall be notified to the depositary not less than forty five (45) days before the meetings at which the proposed amendment will be considered.
- (c) The depositary shall promptly notify all parties of such proposal.
- (d) The parties shall consider proposed amendments to this Treaty at the annual meeting described in Article 7, or at any other time that may be agreed by all parties.
- (e) Any amendment to this Treaty shall be adopted by the approval of all the parties, and shall enter into force upon receipt by the depositary of instruments of ratification, acceptance or approval by the parties.
- (f) The depositary shall promptly notify all parties of the entry into force of the amendment.

ARTICLE 9

AMENDMENT OF ANNEXES

9. The following procedures may apply to the adoption and entry into force of any amendment to an Annex of this Treaty, at the request of the party proposing the amendment, in lieu of the procedure set out in Article 8, unless otherwise provided in the Annex.

- (a) Any party may propose amendment to an Annex of this Treaty at any time by notifying such proposal to the depositary, which shall promptly notify all parties of the proposed amendment.
- (b) A party approving a proposed amendment to an Annex shall notify its acceptance to the depositary, which shall promptly notify all the parties of each acceptance. Upon receipt by the depositary of notices of acceptance from all parties, such amendment shall be incorporated in the appropriate Annex and shall have effect from that date, or from such other date as may be specified in such amendment. The depositary shall promptly notify all parties of the adoption of the amendment and its effective date.

ARTICLE 10

NOTIFICATION

10.1 The Administrator and each party shall notify the depositary of their current addresses for the receipt of notices given pursuant to this Treaty, and the depositary shall notify the Administrator and each of the parties of such addresses or any changes thereof. Unless otherwise specified in this Treaty, any notice given in accordance with this Treaty shall be in writing and may be served by hand or sent by telex or, where either method cannot readily be effected, by registered airmail to the address of the party or the Administrator as currently listed with the depositary.

10.2 Delivery by hand shall be effective when made. Delivery shall be deemed to be effective on the business day following the day when the "answer back" appears on the sender's telex machine. Delivery by registered airmail shall be deemed to be effective twenty-one (21) days after posting.

ARTICLE 11

DEPOSITARY

11. The depositary for the Treaty shall be the Government of Papua New Guinea.

ARTICLE 12

FINAL CLAUSES

12.1 This Treaty shall be open for signature by the Governments of all the Pacific Island States and the Government of the United States of America.

12.2 This Treaty is subject to ratification by the States referred to in paragraph 1 of this Article. The instruments of ratification shall be deposited with the depositary.

12.3 This Treaty shall remain open for accession by States referred to in paragraph 1 of this Article. The instruments of accession shall be deposited with the depositary.

12.4 This Treaty shall enter into force upon receipt by the depositary of instruments of ratification by the Government of the United States and by the Governments of ten Pacific Island States which shall include the Federated States of Micronesia, the Republic of Kiribati and Papua New Guinea.

12.5 This Treaty shall enter into force for any State ratifying or acceding after the entry into force of this Treaty on the thirtieth day after the date on which its instrument of ratification or accession is received by the depositary.

12.6 This Treaty shall cease to have effect at the expiry of one year following the receipt by the depositary of an instrument signifying withdrawal or denunciation by the United States, any of the Pacific Island States named in Article 12.4, or such number of Pacific Islands States as would leave fewer than ten such States as parties.

12.7 This Treaty shall cease to have effect for a party at the expiry of the sixth month following the receipt by the depositary of an instrument signifying withdrawal or denunciation by that party, except that where this Treaty would cease to have effect under the last preceding paragraph as the result of the receipt of the said instrument, it shall cease to have effect for that party in the manner provided in the last preceding paragraph.

12.8 Any licence in force pursuant to this Treaty shall not cease to have effect as a result of this Treaty ceasing to have effect either generally or for any party, and Article 1,3, 4 and 5 shall be regarded as continuing in force between the United States and the Pacific Island State party in respect of such licence until such licence expires in accordance with its terms.

12.9 No reservations may be made to this Treaty.

12.10 Paragraph 9 of this Article does not preclude a State, when signing, ratifying or acceding to this Treaty, from making declarations or statements, provided that such declarations or statements do not purport to exclude or modify the legal effect of the provisions of this Treaty in their application to that State.

DONE at Port Moresby on the second day of April 1987

ANNEX I

PART 1

INTRODUCTORY

1. In this Annex:
 - (a) "applicable national law" means any provision of a law, however described, of a Pacific Island party which governs the fishing activities of foreign fishing vessels, being a law identified in Schedule 1, and which is not inconsistent with the requirements of this Treaty and shall be taken to exclude any provision which imposes a requirement which is also imposed by this Treaty;
 - (b) "Closed Area" means an area of a Pacific Island party as described in Schedule 2;
 - (c) "fishing trip" means any period commencing with the departure of the vessel from port for the purpose of beginning a fishing trip to such time as any or all of the fish on board the vessel are unloaded from the vessel, either ashore or onto another vessel except for the transfer of catch by a licensed group seiner to its licensed carrier vessel;
 - (d) "Limited Area" means an area described in Schedule 3;
 - (e) "the vessel" means the vessel in respect of which a licence is issued; and
 - (f) "transhipment" means the unloading of any or all of the fish on board a licensed vessel either ashore or onto another vessel.

2. Schedule 1 may be amended from time to time by the inclusion by any Pacific Island party of any applicable national law and, for the purposes of this Treaty, except as provided in this paragraph, the amendment shall take effect from the date that the amended Schedule has been notified to the Government of the United States. For the purposes of any obligation on the United States pursuant to paragraphs 4 and 5 of Article 4, the amendment shall take effect 60 days from the date that the amended Schedule has been notified to the Government of the United States. The Government of the Pacific Island party shall use its best endeavours to provide advance notice to the Government of the United States of the amendment.

3. Nothing in this Annex and its Schedules, nor acts or activities taking place thereunder, shall constitute recognition of the claims or the positions of any of the parties concerning the legal status and extent of waters and zones claimed by any party. In the claimed waters and zones, the freedoms of navigation and overflight and other uses of the sea related to such freedoms are to be exercised in accordance with international law.

PART 2

COMPLIANCE WITH APPLICABLE NATIONAL LAWS

4. The operator of the vessel shall comply with each of the applicable national laws, and shall be responsible for the compliance by the vessel and its crew with each of the applicable national laws, and the vessel shall be operated in accordance with those laws.

PART 3

PROHIBITIONS

5. The vessel shall not be used for directed fishing for Southern Bluefin Tuna, or for fishing for any kinds of fish other than tunas, except that other kinds of fish may be caught as an incidental by-catch.

6. The vessel shall not be used for fishing by any method, except the purse-seine method.

7. The vessel shall not be used for fishing in any Closed Area.

8. Except for circumstances involving force majeure and other emergencies involving the health or safety of crew members or the safety of the vessel, no aircraft may be used in association with the fishing activities of the vessel unless it is identified in item 6 or 7 of Schedule 1 of Annex II.

9. The vessel shall not be used for fishing in any Limited Area except in accordance with the requirements set out in Schedule 3, which are applicable to that Limited Area.

10. No fish on board the vessel shall be unloaded from the vessel at sea, except in a designated area in accordance with such terms and conditions as may be agreed between the operator of the vessel and the Pacific Island party in whose zone the transhipment is to take place. Provided that, notwithstanding any such additional terms and conditions, transhipment shall only take place in accordance with the conditions set out in Schedule 4 hereof and catch shall only be transhipped to a carrier vessel duly licensed in accordance with national laws.

PART 4

TRANSHIPMENT

11. The operator of a vessel shall:

- (a) provide 48 hours notice to the Administrator and the Pacific Island party of an intent to tranship any or all of the fish on board and shall provide the name of the vessel, its international radio call sign, its position, the catch on board by species, and the time and place where such transhipment is requested to occur;
- (b) only tranship at the time and place authorised for transhipment by the Pacific Island parties;

- (c) submit full reports on the transshipment in the form set out in Schedule 6.
12. The master and each member of the crew of the vessel from which any fish taken in the Licensing Area is transhipped shall:
- (a) allow and assist any person identified as an officer of the Pacific Island party to: have full access to the vessel and any place where such fish is being transhipped and the use of facilities and equipment which the officer may determine is necessary to carry out his or her duties; have full access to the bridge, fish on board and areas which may be used to hold, process, weigh and store fish; remove samples; have full access to the vessel's records including its log and documentation for the purpose of inspection and copying; and gather any other information required to fully monitor the activity without interfering unduly with the lawful operation of the vessel; and
 - (b) not assault, obstruct, resist, delay, refuse boarding to, intimidate or interfere with any such officer in the performance of his or her duties.

PART 5

REPORTING

13. Information relating to the position of and catch on board the vessel, as described in Part 1 of Schedule 4, shall be provided by telex to the Administrator at the following times:
- (a) before departure from port for the purpose of beginning a fishing trip in the Licensing Area;
 - (b) each Wednesday while within the Licensing Area or a Closed Area; and
 - (c) before entry into port for the purpose of unloading fish from any trip involving fishing in the Licensing Area.
14. Information relating to the position of and catch on board the vessel, as described in Part 2 of Schedule 4, shall be provided to each Pacific Island party in the manner notified to the Government of the United States by that party as follows:
- (a) at the time of entry into and of departure from waters which are, for any purpose, subject to the jurisdiction of the Pacific Island party;
 - (b) each Wednesday while within the waters of that party;
 - (c) at least 24 hours prior to the estimated time of entry into any port of that party; and
 - (d) as otherwise set out in Part 3 of Schedule 4.
15. At the end of each day that the vessel is in the Licensing Area, an entry or entries for that day shall be completed in ink in the English language on the catch report form as set out in Schedule 5, in accordance with the requirements of that form,

and such forms shall be posted by registered airmail to the Administrator within fourteen (14) days following the date of the next entry into a port for the purpose of unloading its fish catch.

16. Immediately following the unloading of any fish from the vessel, a report shall be completed in the form set out in Schedule 6 and shall be posted by registered airmail to the Administrator within fourteen (14) days following the date of the completion of that unloading operation, or, in the case of unloading by transshipment, within fourteen (14) days following unloading of that transshipment at the processing site.

PART 6

ENFORCEMENT

17. The master and each member of the crew of the vessel shall immediately comply with every instruction and direction given by an authorised and identified officer of a Pacific Island party, including to stop, to move to a specified location, and to facilitate safe boarding and inspection of the vessel, its licence, gear, equipment, records, facilities, fish and fish products. Such boarding and inspection shall be conducted as much as possible in a manner so as not to interfere unduly with the lawful operation of the vessel. The operator and each member of the crew shall facilitate and assist in any action by an authorised officer of a Pacific Island party and shall not assault, obstruct, resist, delay, refuse boarding to, intimidate or interfere with an authorised officer in the performance of his or her duties.

18. The operator shall ensure that a recent and up-to-date copy of the International Code of Signals (INTERCO) is on board and accessible at all times.

19. The international distress frequency, 2.182 MHz, and 156.8 MHz (Channel 16, VHF) shall be monitored continuously from the vessel for the purpose of facilitating communication with the fisheries management, surveillance and enforcement authorities of the parties.

20. The operator shall comply with the 1989 FAO standard specifications for the marking and identification of fishing vessels. In particular the international radio call sign of the vessel shall be painted in white on a black background, or in black on a white background in the following manner:

- (a) on the vessel's hull or superstructure, with each letter and number being at least one metre high and having a stroke width of 16.7 centimetres, with the background extending to provide a border around the mark of not less than 16.7 centimetres;
- (b) on the vessel's deck, on the body of any helicopter and on the hull of any skiff, with each letter and number being at least 30 centimetres high, and having a stroke width of 5 centimetres wide with the background extending to provide a border around the mark of not less than 5 centimetres; and
- (c) on any other equipment being carried by and intended to be separated from the vessel during normal fishing operations, with each letter and

number being at least 10 centimetres high and having a stroke width of 1.7 centimetres, with the background extending to provide a border around the mark of not less than 1.7 centimetres;

and at all times while the vessel is within the Licensing Area or a Closed Area, all parts of these markings shall be clear, distinct and uncovered.

21. The licence or a duly certified copy, facsimile or telex confirmation thereof shall be carried on board the vessel at all times and produced at the request of an authorised enforcement official of any of the parties. Prior to receipt of the licence, the correct citation of the licence number shall satisfy this requirement.

PART 7

OBSERVERS

22. The operator and each member of the crew of the vessel shall allow and assist any person identified as an observer by the Pacific Island parties to:

- (a) board the vessel for scientific, compliance, monitoring and other functions at the point and time notified by the Pacific Island parties to the Government of the United States;
- (b) have full access to and the use of facilities and equipment on board the vessel which the observer may determine is necessary to carry out his or her duties; including full access to the bridge, fish on board and areas which may be used to hold, process, weigh and store fish; remove samples; have full access to the vessel's records, including its logs and documentation for the purpose of inspection and copying; reasonable access to navigation equipment, charts, and radios; and gather any other information relating to fisheries in the Licensing Area; without interfering unduly with the lawful operation of the vessel;
- (c) disembark at the point and time notified by the Pacific Island parties to the Government of the United States; and
- (d) carry out all duties safely,

and no operator or crew member of the vessel shall assault, obstruct, resist, delay, refuse boarding to, intimidate or interfere with an observer in the performance of his or her duties.

23. The operator shall provide the observer, while on board the vessel, at no expense to the Pacific Island parties, with food, accommodation and medical facilities of such reasonable standard as may be acceptable to the Pacific Island party whose representative is serving as the observer.

24. (a) The operators of United States vessels licensed to fish pursuant to the agreement shall

be responsible for the costs of observers on United States vessels including the full travel costs from the place notified by the Pacific Island parties to and from the vessel, salary and allowances, and full insurance coverage, and the cost of training those observers.

(b) The fees for the costs of the observers shall be provided in a lump sum on an annual basis to the Administrator. In the first licensing period following 15 June 1993, the lump sum shall be based on the following formula:

The number of licensed United States vessels multiplied by the average annual number of trips per vessel for the latest licensing period for which information is available multiplied by 20 percent multiplied by the cost per trip (US\$4,000) equals lump sum payment. In addition in the first two years following 15 June 1993, an additional payment of US\$15,000 per year for training shall be made to the Administrator.

(c) For subsequent licensing periods, the Parties may, as mutually determined at the annual meeting provided for in Article 7 of the Treaty adjust the amount of the fees to be paid under sub-paragraph (b), it being understood that:

- the goal of the observer programme is to provide an effective observer programme for compliance by targeting 20 percent coverage, which may be reviewed from time to time;
- any unused sums are carried forward to the next licensing period, with the annual fee to be reduced accordingly;
- the factor of inflation shall be taken into account; and
- the costs of training may be reviewed.

25. Any operator of the vessel from which any fish taken in the Licensing Area is unloaded shall allow, or arrange for, and assist any person authorised for this purpose by the Pacific Island parties to have full access to any place where such fish is unloaded, to remove samples and to gather any other information relating to fisheries in the Licensing Area.

26. An observer programme shall be conducted in accordance with this Treaty and provisions that may be agreed from time to time.

PART 8

MISCELLANEOUS REQUIREMENTS

27. At all times while the vessel is in a Closed Area, the fishing gear of the vessel shall be stowed in such a manner as not to be readily available for fishing. In particular, the boom shall be lowered as far as possible so that the vessel cannot be

used for fishing but so that the skiff is accessible for use in emergency situations; the helicopter, if any, shall be tied down; and launches shall be secured.

28. The vessel shall be operated in such a way that the activities of traditional and locally based fishermen and fishing vessels are not disrupted or in any other way adversely affected.

29. Any information required to be recorded, or to be notified, communicated or reported pursuant to a requirement of this Treaty shall be true, complete and correct. Any change in circumstances which has the effect of rendering any such information false, incomplete or misleading shall be notified to the Administrator immediately.

30. It is understood that a region-wide vessel tracking system applicable to all vessels licensed to fish in the Treaty Area may be established. United States vessels with a licence to fish under the Treaty shall participate in such a system and shall install and operate a transponder of a type and in such a manner as may be agreed by the Parties. It is understood that data derived through the system shall be treated as confidential business information and that the terms and conditions for access to that information shall be a matter of discussions between the Parties.

SCHEDULE 1

APPLICABLE NATIONAL LAWS

The following laws and any regulations or other instruments having the force of law which have been implemented pursuant to those laws, as amended at the time this Treaty enters into force, shall be considered as applicable national laws for the purposes of this Treaty.

AUSTRALIA

Antarctic Marine Living Resources Conservation Act, 1981

Fisheries Management Act, 1991

Fisheries Administration Act, 1991

Statutory Fishing Rights Charge Act, 1991

Fisheries Legislation (Consequential Provisions) Act, 1991

Foreign Fishing Licences Levy Act, 1991

Fishing Levy Act, 1991

Fisheries Agreements (Payments) Act, 1991

Torres Strait Fisheries Act, 1984

Whale Protection Act, 1980

COOK ISLANDS

Exclusive Economic Zone (Foreign Fishing Craft) Regulations, 1979

Territorial Sea and Exclusive Economic Zone Act, 1977

Marine Resources Act, 1989

FEDERATED STATES OF MICRONESIA

Titles 18 and 24 of the Code of the Federated States of Micronesia, as amended by Public Law Nos. 2-28, 2-31, 3-9, 3-10, 3-34, and 3-80

FIJI

Fisheries Act, (Cap.158)
 Fisheries Regulations (Cap 158)
 Marine Spaces Act, (Cap.158A)
 Marine Spaces (Foreign Fishing Vessels) Regulations, 1979

KIRIBATI

Fisheries Ordinance, 1979
 Fisheries (Amendment) Act, 1984
 Marine Zones (Declaration) Act, 1983
 Fisheries (Pacific Island States' Treaty with the United States) Act 1988

MARSHALL ISLANDS

Title 33, Marine Resources Act, as amended by P.L. 1989-56, P.L. 1991-43 and P.L. 1992-25 of the Marshall Islands Revised Code

NAURU

Interpretation Act, 1971
 Interpretation Act (Amendment) Act No.1 1975
 Interpretation Act (Amendment) Act No.2 1975
 Marine Resources Act, 1978

NEW ZEALAND

Antarctic Marine Living Resources Act, 1981
 Continental Shelf Act, 1964
 Conservation Act, 1987
 Driftnet Prohibition Act, 1991
 Exclusive Economic Zone (Foreign Fishing Craft) Regulations, 1978
 Fishing Industry Board Act, 1963
 Fisheries Act, 1983
 Marine Mammals Protection Act, 1978
 Marine Reserves Act, 1971
 Marine Pollution Act, 1974
 Meat Act, 1964
 Territorial Sea and Exclusive Economic Zone Act, 1977
 Tokelau (Territorial Sea and Exclusive Economic Zone) Act, 1977
 Submarine Cables and Pipelines Protection Act, 1966
 Sugar Loaf Islands Marine Protected Area Act, 1991
 Wildlife Act, 1953

NIUE

Niue Fish Protection Ordinance 1965
 Sunday Fishing Prohibition Act 1980
 Territorial Sea and Exclusive Economic Zone Act 1978

PALAU

Palau National Code, Title 27

PAPUA NEW GUINEA

Fisheries Act (Cap 214)
 Fisheries Regulations (Cap 214)
 Fisheries (Torres Strait Protected Zone) Act, 1984
 National Seas Act, (Cap 361)
 Tuna Resources Management Act, (Cap 224)
 Whaling Act (Cap 225)

SOLOMON ISLANDS

Delimitation of Marine Waters Act, 1978
 Fisheries Act, 1972
 Fisheries Act, 1998
 Fisheries Limits Act, 1977
 Fisheries Regulations, 1972
 Fisheries (Foreign Fishing Vessels) Regulations, 1981
 Fisheries (United States of America) (Treaty) Act 1988

TONGA

Fisheries Act, 1989

TUVALU

Fisheries Act (Cap 45)
 Fisheries (Foreign Fishing Vessel) Regulations, 1982
 Marine Zones (Declaration) Act, 1983
 Foreign Fishing Vessels Licensing (US Treaty) Order 1987

VANUATU

Fisheries Act 1982 (Cap 158)
 Fisheries Regulations 1983
 Maritime Zones Act 1981 (Cap 138)

WESTERN SAMOA

Exclusive Economic Zone Act, 1977
 Territorial Sea Act, 1971
 Fisheries Act, 1988

SCHEDULE 2 CLOSED AREAS

Australia. All waters within the seaward boundary of the Australian Fishing Zone (AFZ) west of a line connecting the point of intersection of the outer limit of the AFZ by the parallel of latitude 25°30' south with the point of intersection of the meridian of longitude 151° East by the outer limit of the AFZ and all waters south of the parallel of latitude 25° 30' South.

Cook Islands. Territorial Sea

Federated States of Micronesia. Three nautical mile territorial sea and nine nautical mile exclusive fishery zone and on all named banks and reefs as depicted on the following charts:

DMAHTC NO 81019 (2nd. ed., Mar. 1945; revised 7/17/72. Corrected through NM 3/78 of June 21, 1978).

DMAHTC NO 81023 (3rd. ed., Aug. 7, 1976).

DMAHTC NO 81002 (4th. ed., Jan. 26, 1980; corrected through NM 4/80).

Fiji. Internal waters, archipelagic waters and territorial seas of Fiji and Rotuma and its Dependencies.

Kiribati. Within archipelagic waters as established in accordance with the Marine Zones (Declaration) Act 1983; within 12 nautical miles drawn from the baselines from which the territorial seas is measured; within 2 nautical miles of any anchored fish aggregating device for which notification of its location shall be given by geographical coordinates.

Marshall Islands. 12 nautical mile territorial sea and area within two nautical miles of any anchored fish aggregating device for which notification of its location shall be given by geographical coordinates.

Nauru. The territorial waters as defined by Nauru Interpretation Act, 1971, Section 2.

New Zealand. Territorial waters; waters within 6 nautical miles of outer boundary of territorial waters; all waters to west of New Zealand main islands and south of 39° South latitude; all waters to east of New Zealand main islands south of 40° South latitude; and in respect of Tokelau: areas within 12 nautical miles of all island and reef baselines; twelve and one half nautical miles either side of a line joining Atafu and Nukunonu and Faka'ofu; and coordinates as follows:

Atafu:	8°35'10"S	172°29'30"W
Nukunonu:	9°06'25"S,	171°52'10"W
	9°11'30"S,	171°47'00"W
Faka'ofu:	9°22'30"S,	171°16'30"W

Niue. Territorial sea and within 3 nautical miles of Beveridge Reef, Antiope Reef and Haran Reef as depicted by appropriate symbols on NZ 225F (chart showing the territorial sea and exclusive economic zone of Niue pursuant to the Niue Territorial Sea and Exclusive Economic Zone Act of 1978).

Palau. Within 12 nautical miles of all island baselines in the Palau Islands; the area -

- a) commencing at the north-easternmost intersection of the outer limit of the 12 nautical mile territorial sea of Palau by the arc of a circle having a radius of 50 nautical miles and its centre at Latitude 07°16'34" North, Longitude 134°28'25" East, being at about the centre of the reef entrance to Malakal Pass;
- b) running thence generally south-easterly, southerly, south-westerly, westerly, north-westerly, northerly and north-easterly along that arc to its intersection by the outer limit of the 12 nautical mile territorial sea; and
- c) thence generally northerly, north-easterly, easterly, south-easterly and southerly along that outer limit to the point of commencement.

NOTE: Where for the purpose of this paragraph it is necessary to determine the position on the surface of the Earth of a point, line or area it shall be determined by reference to the World Geodetic System 1984, that is to say, by reference to a spheroid having its centre at the centre of the Earth and a major (equatorial) radius of 6,378,137 metres and a flattening of 1/298.2572.

Papua New Guinea. In addition to its territorial sea and internal waters, within the area bounded by the following parallels and meridians - from latitude 0°30' South to latitude 3°30' South, and from longitude 149° East to longitude 153° East.

Solomon Islands. All waters within the fishery limits of the Solomon Islands (including internal waters, territorial sea and archipelagic waters) except that part of the fishery limits east and north of the following lines: commencing at a point 161° East, 4°20' South, then extending due south along 161° to a point 6°30' South, then by a line extending due east to a point 165° East, then by a line due south to a point 8° South, then by a line due east to a point 169° 55' East.

Tonga. All waters with depths of not more than 1,000 metres, within the area bounded by the fifteenth and twenty third and one half degrees of south latitudes and the one hundred and seventy third and the one hundred and seventy seventh degrees of west longitudes; also within a radius of twelve nautical miles from the islands of Teleki Tonga and Teleki Tokelau.

Tuvalu. Territorial sea and waters within two nautical miles of all named banks, i.e. Macau, Kosciusko, Rose, Bayonnaise and Hera, in Tuvalu EEZ, as depicted on the chart entitled "Tuvalu Fishery Limits" prepared by the United Kingdom Hydrographic Department, Taunton, January 11, 1981.

Vanuatu. Archipelagic waters and the territorial sea, and internal waters.

Western Samoa. Territorial sea; reefs, banks, sea-mounts and within 2 nautical miles of any anchored fish aggregating device within the EEZ for which notification of its location shall be given by geographical coordinates.

Only the Closed Areas, as described above, of Pacific Island States which are parties to this Treaty shall be applicable under the terms of this Treaty.

SCHEDULE 3

LIMITED AREAS

Solomon Islands

1. The Solomon Islands Limited Area is all of the Licensing Area within the fishery limits of Solomon Islands as described in the Fishery Limits Act 1977 of Solomon Islands.
2. "Fishing day" means any day or part of a day of the week in which a vessel is used for fishing in the Solomon Islands Limited Area.
3. There shall be no fishing in the Solomon Islands Limited Area after the expiry of the five hundredth fishing day from the earliest date on which any Licensing Period takes effect in any given year.

SCHEDULE 4

REPORTING DETAILS

PART 1

LICENSING AREA REPORTS TO THE ADMINISTRATOR

- (a) Port departure and entry into port for unloading
 - (1) report type (LBEG for port departure to begin fishing and LFIN for port entry for unloading)
 - (2) Regional Register number
 - (3) trip begin date
 - (4) date and time (GMT)
 - (5) international call sign
 - (6) port name
 - (7) catch on board by species (in short tons)
 - (8) intended action

as: LBEG (or LFIN) / RREG# / TBD / ddmmyy / TIME / CALL SIGN / PORT / SJ xxx YF yyy OTH zzz / INTENDED ACTION
- (b) Weekly reports
 - (1) report type (WEEK)
 - (2) Regional Register number
 - (3) trip begin date
 - (4) date and time (GMT)
 - (5) international call sign

- (6) position (to one minute of arc)
- (7) catch on board by weight by species
- (8) intended action

as: WEEK / RREG# / TBD / ddmmyy / TIME / CALL SIGN/ LA 1111 / LO 11111 / SJ xxx YF yyy OTH zzz / INTENDED ACTION

(c) Transshipment reports

- (1) report type (TRANS)
- (2) Regional Register number
- (3) trip begin date
- (4) date and time(GMT)
- (5) international call sign
- (6) position (to one minute of arc)
- (7) catch transferred by weight by species
- (8) name of carrier/Freezer
- (9) destination of catch

as: TRANS/ RREG# / TBD / ddmmyy / TIME / CALL SIGN / LA 1111 / LO 11111 / SJ xxx YF yyy OTH zzz / CARRIER NAME / DESTINATION OF CATCH

PART 2

REPORTS TO NATIONAL AUTHORITIES

(a) Zone Entry and Exit

- (1) report type (ZENT for entry and ZEXT for exit)
- (2) Regional Register number
- (3) trip begin date
- (4) date and time (GMT)
- (5) international call sign
- (6) position (to one minute of arc)
- (7) catch on board by weight by species
- (8) intended action

as: ZENT (or ZEXT) / RREG# / TBD / ddmmyy / TIME / CALL SIGN / TIME / LA 1111 / LO 11111 / SJ xxx YF yyy OTH zzz / INTENDED ACTION

(b) Weekly Reports

- (1) report type (WEEK)
- (2) Regional Register number
- (3) trip begin date
- (4) date and time (GMT)
- (5) international call sign
- (6) position (to one minute of arc)
- (7) catch on board by weight by species
- (8) intended action

as: WEEK / RREG# / TBD / ddmmyy / TIME / CALL SIGN / LA 1111 / LO
11111 / SJ xxx YF yyy OTH zzz / INTENDED ACTION

(c) Port Entry Reports.

- (1) report type (PENT)
- (2) Regional Register number
- (3) trip begin date
- (4) date and time (GMT)
- (5) international call sign
- (6) position (to one minute of arc)
- (7) catch on board by weight by species
- (8) estimated time of entry into port (GMT)
- (9) port name
- (10) intended action

as: PENT / RREG# / TBD / ddmmyy / TIME / CALL SIGN / LA 1111 / LO
11111 / SJ xxx F yyy OTH zzz / ETA / PORT NAME / INTENDED ACTION

(d) Transshipment reports

- (1) report type (TRANS)
- (2) Regional Register number
- (3) trip begin date
- (4) date and time(GMT)
- (5) international call sign
- (6) position (to one minute of arc)
- (7) catch transferred by weight by species
- (8) name of carrier/Freezer
- (9) destination of catch

as: TRANS / RREG# / TBD / ddmmyy / TIME / CALL SIGN / LA 1111 / LO
11111 / SJ xxx YF yyy OTH zzz / CARRIER NAME / DESTINATION OF
CATCH

PART 3

OTHER NATIONAL REPORTING REQUIREMENTS

1. Australia

- (a) Report of position and catch by species every day while within the Australian Fishing Zone;
- (b) 24 hours notice of intention to enter the Australian Fishing Zone.

2. Fiji

- (a) While in Fiji fisheries waters, daily position reporting of the name, call sign, and country of registration of the craft, and its position at that specified time; and
- (b) While in Fiji fisheries waters, weekly report of catch by species.

3. Kiribati

- (a) 24 hours prior to entry into a Closed Area, send a notice to the national authority containing the following information:
 - (1) vessel name
 - (2) call sign
 - (3) current position
 - (4) reason for entering the closed area
 - (5) estimated time of entry (GMT)
 - (6) estimated position of entry
- (b) Immediately upon entry into or departure from a Closed Area:
 - (1) report type (CAENT for entry and CAEXT for exit)
 - (2) licence number
 - (3) call sign
 - (4) date and time (GMT)
 - (5) position (to one minute of arc)
 - (6) catch on board by weight by species
 - (7) status of gear (boom, net and skiff)
- (c) 24 hours prior to refuelling from a licensed tanker, report the following information:
 - (1) report type (SBUNK)
 - (2) licence number
 - (3) call sign
 - (4) trip commencement date
 - (5) port of commencement
 - (6) catch on board by weight by species
 - (7) estimated time of bunkering
 - (8) estimated position of bunkering
 - (9) name of tanker
- (d) Immediately after refuelling from a licensed tanker, and no later than 12.00 noon on the following day, report the following information:
 - (1) report type (FBUNK)
 - (2) licence number
 - (3) call sign
 - (4) starting time of bunkering
 - (5) starting position of bunkering
 - (6) ending time of bunkering
 - (7) amount of fuel received in kilolitres
 - (8) name of tanker

4. New Zealand

- (a) 24 hours notice of intention to enter New Zealand's exclusive economic zone giving notice of -
 - name and call sign of craft;
 - position of point of entry;
 - species, quantity and condition of catch on board.

- (b) While in the New Zealand exclusive economic zone;
notification of daily noon positions, to be received no later than noon on the following day;

a weekly report of catch taken in the New Zealand exclusive economic zone to cover the period 0001 hours on Monday to 2400 on the following Sunday and to be received by noon on the following Wednesday;

licensed craft are prohibited from transshipping within New Zealand fisheries waters, except at a port and time authorised by the Director General. 10 days notice of intention to tranship will be required.
- (c) 24 hours notice of intention to exit New Zealand's exclusive economic zone giving notice of -

position at point of exit;

species, quantity and condition of catch on board.

5. Solomon Islands

Report on:

- (a) Expected vessel position, date and time of entry at least 24 hours before entry into the Solomon Islands Fishery Limits;
- (b) Entry to or exit from Solomon Islands Limited Area together with the catch on board by weight and volume; and
- (c) A weekly report of catch taken and fishing days in the Solomon Islands exclusive economic zone to cover the period 0001 hours on a Monday to 2400 hours on the following Sunday and to be received by noon on the following Tuesday.

6. Tonga

While in the Tonga exclusive economic zone, daily position report by radio or telex.

7. Tuvalu

- (a) Report not less than 24 hours before entry into the Tuvalu fishery limits on:
 - (i) the name, call sign and country of registration of the vessel;
 - (ii) the license number;
 - (iii) position on entry; and
 - (iv) catch by species.
- (b) While inside Tuvalu fishery limits, report vessel position and total catch on board at the following times:
 - (i) every seventh day while the vessel is in the fishery limits; and
 - (ii) immediately upon departure from the fishery limits.

PAGE _____ OF _____

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-
- | UNLOADINGS TO CANNERY, COLD STORAGE, CARRIER OR OTHER VESSEL | | | | | | | |
|---|----------|---------------------------------------|-------------------------------|----------|-----------|--------|-------|
| START DATE | END DATE | CANNERY---OR---VESSEL AND DESTINATION | INTERNATIONAL RADIO CALL SIGN | SKIPJACK | YELLOWFIN | BIGEYE | MIXED |
| | | | | | | | |
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|-----------------|----------------------|------|
| NAME OF CAPTAIN | SIGNATURE OF CAPTAIN | DATE |
| | | |

SCHEDULE 6
PURSE SEINE UNLOADING AND TRANSHIPMENT LOGSHEET

(Separate form to be completed for each transshipment/unloading and each processing destination)

TRIP NO: _____ TRIP START DATE: _____

VESSEL NAME: _____ RADIO CALL SIGN: _____

(1) PORT: _____
OR POSITION: LAT: _____ LONG: _____

(2) DATES:
(a) AT UNLOADING POINT ARRIVAL: _____ DEPARTURE: _____
(b) AT UNLOADING START: _____ END: _____

(3) PARTIAL OR COMPLETE UNLOADING: _____

(4) UNLOADING TO:
(a) CARRIER VESSEL NAME: _____
and RADIO CALL SIGN OR REGIONAL REGISTER NO: _____
(b) NAME AND ADDRESS OF COMPANY ACCEPTING
FISH _____

(5) DESTINATION OF FISH: _____
FISH TO BE PROCESSED AT: _____

(6) QUANTITY UNLOADED:

	Yellowfin	Skipjack	Bigeye	Marlin	Other	Unit of Measurement
Accepted:	_____	_____	_____	_____	_____	_____
Rejected:	_____	_____	_____	_____	_____	_____
Transhipped:	_____	_____	_____	_____	_____	_____

(7) SIGNATURES:

VESSEL MASTER

RECEIVING AGENT

NB: An attachment to this form should include a signed copy of the size breakdown of catch as provided by the cannery.

ANNEX II

1. For the purposes of this Annex:
 - (a) "Licensing Period" means the period of validity of licences issued in accordance with this Treaty.
2. The Government of the United States shall make application for a licence in respect of any fishing vessel of the United States intended by the operator to be used for purse seine fishing in the Licensing Area at any time in the Licensing Period by providing to the Administrator a complete application form as set out in Schedule 1.
3. Licences issued pursuant to this Treaty shall not take effect until the Administrator has received payment, free of any charges whatsoever, of the amounts set out in Schedule 2 for that Licensing Period in the manner described in that Schedule.
4.
 - (a) The Administrator may suspend the good standing of a vessel on the Regional Register of Foreign Fishing Vessels where there is reasonable cause to believe that the vessel operator has violated the terms and conditions of access in Annex I including but not limited to:
 - (i) failing to report entry into and exit from Zones;
 - (ii) failing to report while in a Zone;
 - (iii) misreporting position and catch on board; or
 - (iv) improperly marking the vessel and gear.
 - (b) The Administrator shall notify the Government of the United States and the operator not less than 30 days prior to the intended date of suspension of good standing. The notice shall include a statement of the facts which give reasonable cause to believe a violation has occurred, the corrective action required, and the effective date of the suspension of good standing; provided however that the corrective action required shall be limited to making the omitted report, correcting any misreporting, or correcting vessel markings or otherwise complying with the requirements of Annex I.
 - (c) If the corrective action is taken within 30 days, the Administrator shall not suspend good standing.
 - (d) Upon satisfactory completion of the required corrective action, the Administrator shall immediately reinstate the good standing of the vessel.
 - (e) Any fishing vessel of the United States in respect of which good standing has been suspended shall not be eligible to receive a new licence upon the expiration of the current licence, until notified by the Administrator that good standing has been reinstated.

5. Subject to paragraph 6, a licence may be denied:
- (a) where the application is not in accordance with the requirements of paragraph 2;
 - (b) where the owner or charterer is the subject of proceedings under the bankruptcy laws of the United States, unless reasonable financial assurances have been provided to the Administrator;
 - (c) where the vessel in respect of which application for a licence has been made does not have good standing on the Regional Register of Foreign Fishing Vessels, maintained by the South Pacific Forum Fisheries Agency, provided that:
 - (i) good standing is withdrawn only as a result of:
 - (A) the commission of a serious offence against fisheries laws or regulations of a Pacific Island State and the operator has not fully complied with any civil or criminal judgment rendered with respect to such an offence;
 - (B) evidence existing that gives reasonable cause to believe that the operator has committed a serious offence against the fisheries laws or regulations of any Pacific Island State and that it has not been possible to bring the vessel operator to trial;
 - (C) the vessel operator has failed to comply with the annual registration and information requirements for registration as notified by the Administrator to the Government of the United States; or
 - (D) the failure to satisfactorily complete the required corrective action of all outstanding requests, as a result of which the good standing of a vessel has continued in suspension for a period of more than 12 months;
 - (ii) the Pacific Island party requesting withdrawal of good standing has first consulted the Government of the United States and has made all reasonable efforts to resolve the dispute in question before utilising the procedures for withdrawal of good standing;
 - (iii) in the event of a request for withdrawal of good standing from the Regional Register of Foreign Fishing Vessels of a vessel licensed pursuant to this Treaty, the Pacific Island parties agree to take into consideration that vessel's compliance with the terms of this Treaty in determining whether to approve such a request; and
 - (iv) following a withdrawal of good standing the Pacific Island party involved promptly advises the Government of the United States in writing of the reason for the withdrawal and the requirements which must be fulfilled to reinstate good standing;

- (d) where there has been a failure to satisfy a final judgment or other final determination for a breach of this Treaty by the owner, charterer or master of the vessel in respect of which application for a licence has been made, until such time as the final judgment or other final determination is satisfied, and subsequent change in ownership of a vessel shall not affect the application of this provision; or
- (e) where an operator has committed, or the vessel has been used for:
 - (i) a violation of this Treaty, providing that the Pacific Island parties, following consultation with the Government of the United States, determine that the violation is of a serious nature; or
 - (ii) any violation of this Treaty on more than one occasion, providing that the Pacific Island parties, following consultation with the Government of the United States, determine that such multiple violations constitute a serious disregard of this Treaty.

6. Without prejudice to their rights under paragraph 4 of Article 4 of the Treaty, the Pacific Island parties shall consider notifying the Government of the United States of any alleged infringements of the Treaty by vessels of the United States 30 days prior to requesting an investigation under paragraph 4 of Article 4 of the Treaty. The Government of the United States shall inquire into the allegation. As appropriate, the Government of the United States, the operator concerned, the Administrator and the Pacific Island party concerned may engage in consultations with a view to settling the matter.

7. A maximum number of licences may be issued for any Licensing Period as set out in Schedule 2, and, upon request by the Government of the United States, the Pacific Island parties may agree to vary such number.

8. On receipt of an application for a licence in accordance with this Annex, the Administrator shall take the necessary steps to ensure that:

- (a) a licence in the form set out in Schedule 3 in respect of the vessel identified in the application; or
- (b) a statement setting out the reasons that a licence in respect of the vessel identified in the application is denied together with a refund of the amount or amounts provided with the application;

is promptly provided to the Government of the United States.

SCHEDULE 1

**TREATY ON FISHERIES BETWEEN THE GOVERNMENTS OF
CERTAIN PACIFIC ISLAND STATES AND THE
GOVERNMENT OF THE UNITED STATES OF AMERICA**

LICENCE APPLICATION FORM

Application is hereby made for a licence authorising the use of the vessel named in this application for fishing in the Licensing Area.

1. FULL NAME OF VESSEL: _____
2. RADIO CALL SIGN OF VESSEL: _____
3. REGIONAL REGISTER NUMBER OF VESSEL: _____
(If none, fill in and attach the FFA Regional Register form)
4. FULL NAME AND ADDRESS OF EACH PERSON WHO IS AN OPERATOR OF THE VESSEL AND STATE WHETHER OWNER, CHARTERER, MASTER OR OTHER. IF OTHER, SPECIFY DETAILS:

5. FULL NAME AND ADDRESS OF INSURER FOR PURPOSES OF ARTICLE 4.3(a) OF THE TREATY:

6. REGISTRATION NUMBER AND MAKE OF HELICOPTER, IF ANY, TO BE CARRIED ON VESSEL:

7. REGISTRATION NUMBER, MAKE AND NAME AND ADDRESS OF OPERATOR OF ANY AIRCRAFT TO BE USED IN ASSOCIATION WITH FISHING ACTIVITIES:

8. STATE WHETHER OWNER OR CHARTERER IS INSOLVENT OR IN ANY BANKRUPTCY PROCEEDING UNDER THE BANKRUPTCY LAW OF THE UNITED STATES:

9. STATE WHETHER OPERATOR OF VESSEL HAS BEEN INVOLVED IN A VIOLATION OF THE TREATY. IF YES, SPECIFY DETAILS:

Date of application

Director of the Southwest Region
National Marine Fisheries Service
National Oceanic and Atmospheric
Administration

SCHEDULE 2

PAYMENTS AND REVIEW

1. The following amounts are payable annually for a period of ten (10) years from 15 June 1993 pursuant to paragraph 3 of Annex II -

- (a) an annual industry payment of US\$4 million, which shall cover -
 - (i) licence fees for up to 55 vessels as set forth in paragraph 2 below; and
 - (ii) technical assistance;
- (b) costs to be paid by the industry for the observer programme set forth in Part 7 of Annex I; and
- (c) sums pursuant to the related agreement between the South Pacific Forum Fisheries Agency and the Government of the United States.

2. During each licensing period, the Administrator shall make available a maximum of 55 licences to fishing vessels of the United States for fishing in the Licensing Area. Any licences issued beyond 50 shall only be available to fishing vessels of the United States engaged in fishing activity designed to advance broader cooperation with the Pacific Island parties as envisaged under Article 2. If the Administrator does not receive applications for the maximum of 55 licences during any of the first three licensing periods under this Schedule, the Pacific Island parties reserve the right at the end of the third licensing period to review the allocation of licences beyond 50 for the remaining licensing periods.

3. Prior to the beginning of the sixth licensing period under this Schedule, the Parties shall review the number of licences to be issued, the licence fees and any other issues which may be identified during the preceding Annual Consultations. During such review, the Parties shall determine the number of licences and the licence fees for the second five-year period under this Schedule. Any agreed changes in the number of licences or licence fees shall be reflected in the annual industry payment.

SCHEDULE 3
LICENCE FORM

TREATY ON FISHERIES BETWEEN THE GOVERNMENTS
OF CERTAIN
PACIFIC ISLAND STATES
AND THE GOVERNMENT OF THE UNITED STATES OF AMERICA

LICENCE

The vessel described in this licence is hereby authorised to engage in fishing in the Licensing Area for the period described in this licence, in accordance with the terms and conditions referred to in Annex 1.

FULL NAME OF VESSEL: _____

RADIO CALL SIGN OF VESSEL: _____

REGIONAL REGISTER NUMBER OF VESSEL: _____

HELICOPTER OR OTHER AIRCRAFT WHICH MAY BE USED IN ASSOCIATION WITH THE FISHING ACTIVITIES OF THE VESSEL:

PERIOD OF VALIDITY:

The period of validity of this licence shall be no longer than one year:

FROM _____, 19 _____

TO _____, 19 _____

FOR AND ON BEHALF OF THE PACIFIC ISLAND PARTIES

DATE OF ISSUE: _____

LICENCE NUMBER: _____

WARNING: IT IS AN OFFENCE AGAINST THE LAWS OF MANY NATIONS, INCLUDING THE UNITED STATES OF AMERICA, TO VIOLATE THE REQUIREMENTS OF ANNEX 1. PENALTIES MAY INCLUDE SUBSTANTIAL FINES AND VESSEL FORFEITURE.

**AGREEMENT AMONG PACIFIC ISLAND STATES CONCERNING
THE IMPLEMENTATION AND ADMINISTRATION OF THE TREATY
ON FISHERIES BETWEEN THE GOVERNMENTS OF CERTAIN
PACIFIC ISLAND STATES AND THE GOVERNMENT OF THE
UNITED STATES OF AMERICA.**

The Governments of the parties to this Agreement:

BEING PARTIES to the South Pacific Forum Fisheries Agency Convention under which they have agreed to cooperate through the Forum Fisheries Committee in respect of relations with the distant water fishing nations and for other related purposes;

HAVING RATIFIED the Principal Agreement pursuant to which the Pacific Island parties shall share in certain benefits and having collectively accepted certain obligations;

AND WHEREAS the Pacific Island parties wish to agree upon the manner in which these benefits shall be distributed and these obligations discharged.

HAVE AGREED AS FOLLOWS:

**ARTICLE 1
INTERPRETATION**

In this Agreement

- (a) "Administrator: means the Administrator established in accordance with
- (i) Article 2 of this Agreement; and
- (ii) Article 1 of the Principal Agreement;
- (b) "Closed Area" has the meaning described in Article 1 of the Principal Agreement;
- (c) "Licensing Area" has the meaning described in Article 1 of the Principal Agreement;
- (d) "Limited Area" has the meaning described in Article 1 of the Principal Agreement
- (e) "Pacific Island party" has the meaning described in Article 1 of the Principal Agreement;
- (f) "Pacific Island State" has the meaning described in Article 1 of the Principal Agreement;
- (g) "Party" means a Pacific Island State party to this Agreement, and "parties" means all such States from time to time; and
- (h) "Principal Agreement" means the Treaty on Fisheries between the Governments of Certain Pacific Island States and the Government of the United States of America, done in Port Moresby on 2 April, 1987.

ARTICLE 2 ADMINISTRATOR

2. The Administrator shall be the Director of the South Pacific Forum Fisheries Agency appointed in accordance with the South Pacific Forum Fisheries Agency Convention.

2.2 The Administrator shall be responsible to the parties for:

- (a) performing the functions required by the Principal Agreement;
- (b) receiving information, documents and payments in accordance with the terms of the Principal Agreement;
- (c) convening meetings of the parties
- (d) performing any other function in order to satisfy any requirement of the Principal Agreement, at the request of and upon notification by any party.

2.3 The Administrator shall perform the functions described in this Article consistently with any direction given by the Forum Fisheries Committee, constituted in accordance with the South Pacific Forum Fisheries Agency Convention.

ARTICLE 3 COOPERATION IN ANNEX RENEGOTIATIONS

3.1 Any party which proposes to establish or amend a Closed Area or Limited Area for the purposes of the Principal Agreement shall notify the Administrator of the details of its proposal at least four calendar months prior to any annual meeting held in accordance with Article 7 of the Principal Agreement. The Administrator shall promptly notify the other parties of such proposal.

3.2 Any proposal made in accordance with this Article shall be tabled as a non-negotiable amendment to Annex 1 of the Principal Agreement at the annual meeting held in accordance with Article 7 of the Principal Agreement, and no party shall propose any amendment thereto during that meeting, except with the consent of that party.

ARTICLE 4 PROVISION OF INFORMATION BY THE ADMINISTRATOR

4.1 The Administrator shall provide all information received pursuant to the Principal Agreement to parties in accordance with this Agreement, and in particular shall:

- (a) provide all information relating to fishing activities in waters under the jurisdiction of any party to that party; and
- (b) distribute such information, including high seas data, as may be agreed by the parties.

4.2 The Administrator shall maintain the confidentiality of all data which he receives pursuant to the Principal Agreement and this Agreement, unless:

- (a) this Agreement provides otherwise;
- (b) the parties agree otherwise; or
- (c) he is authorized by a party to release information relating to fishing activities in waters under that party's jurisdiction.

4.3 Each party shall ensure that the confidentiality is maintained of any information received pursuant to the principal Agreement and this Agreement concerning fishing activity in the exclusive economic zone of any other party.

ARTICLE 5

PROVISION OF INFORMATION TO THE ADMINISTRATOR

5.1 Each party shall provide to the Administrator, as early as practicable:

- (a) a copy of each national law as defined in Annex 1 of the Principal Agreement; and
- (b) a description of any area within the Licensing Area considered by its Government to be subject to its fisheries jurisdiction.

5.2 Each party shall promptly notify the Administrator of any changes made to the information provided in accordance with this Article.

ARTICLE 6

MEETINGS

6. The Administrator shall, upon request by any party, convene a meeting at the date and place determined by the Administrator in consultation with the parties for the purposes of the Principal Agreement or this Agreement.

ARTICLE 7

ADMINISTRATIVE COSTS

7.1 The Administrator shall submit to the parties for their approval:

- (a) a budget, prior to each Licensing Period, including the direct costs of performing functions and providing services in accordance with the Principal Agreement and this Agreement; and
- (b) modifications to such budget as may be required from time to time during the Licensing Period.

7.2 The Administrator shall make quarterly deductions from the accrued money received pursuant to the Principal Agreement, equal to the administrative costs incurred during the previous quarter, provided that the total deductions for the Licensing Period shall not exceed the total amount approved in accordance with paragraph 1 of this Article.

ARTICLE 8 DISTRIBUTION OF PAYMENTS

8.1 Any payment received by the administrator pursuant to the Principal Agreement shall be deposited within one week of receipt in United States dollars in an insured or Government guaranteed bank account or accounts in the Pacific region, so the deposits will earn the highest amount of interest reasonably available.

8.2 The administrator shall distribute any amount received pursuant to the Treaty on Fisheries between the Government of Certain Pacific Island States and the Government of the United States of America in the manner described in Schedule 1.

ARTICLE 9 AUDITING OF ACCOUNTS

9.1 The Administrator shall arrange for the auditor of the South Pacific Forum Fisheries Agency to audit any account in which amounts deposited in accordance with Article 8 are held, prior to the distribution of any amount in accordance with this Agreement.

9.2 The Administrator shall permit each party to inspect any raw data, books and accounts which relate to the Administrator's functions pursuant to this Agreement.

ARTICLE 10 AMENDMENT OF THIS AGREEMENT

10.1 The following procedures shall apply to the adoption and entry into force of any amendment to this Agreement.

10.2 Any party may propose amendments to this Agreement.

10.3 A proposed amendment shall be notified to the depositary not less than forty five (45) days before the meeting at which the proposed amendment will be considered.

10.4 The depositary shall promptly notify all parties and the Administrator of such proposal.

10.5 The parties shall consider proposed amendments to this Agreement at the time of the annual meeting described in Article 7 of the Principal Agreement, or at any other time that may be agreed by all parties.

10.6 Any amendment to this Agreement shall be adopted by the approval of all the parties, and shall enter into force upon receipt by the depositary of instruments of ratification, acceptance or approval by the parties.

10.7 The depositary shall promptly notify all parties and the Administrator of the entry into force of the amendment.

ARTICLE 11 NOTIFICATION

11.1 The provisions of Article 10 of the Principal Agreement shall apply, mutatis mutandis, to the provisions of this Agreement.

ARTICLE 12 STATUS OF SCHEDULE

The Schedule forms an integral part of this Agreement, and, unless expressly provided otherwise, a reference to this Agreement includes a reference to the Schedule.

ARTICLE 13 DEPOSITARY

The depositary for this Agreement shall be the Government of Papua New Guinea.

ARTICLE 14 FINAL CLAUSES

14.1 This Agreement shall be open for signature by all parties.

14.2 This Agreement is subject to ratification by Pacific Island parties. The instruments of ratification shall be deposited with the Government of Papua New Guinea.

14.3 This Agreement shall remain open for accession by any Pacific Island party. The instruments of accession shall be deposited with the Government of Papua New Guinea.

14.4 This Agreement shall enter into force upon receipt by the depositary of instruments signifying ratification by all States which are Pacific Island parties on the date that the Principal Agreement enters into force.

14.5 This Agreement shall enter into force for any acceding State on the date that an instrument signifying accession by that State is received by the depositary.

14.6 If the Principal Agreement ceases to have effect for any Pacific Island party, this Agreement shall cease to have effect for that party from such time that all distributions are made, pursuant to Article 8, which affect that party.

14.7 The Agreement shall cease to have effect if the Principal Agreement ceases to have effect, upon the distribution of all amounts held by the Administrator pursuant to Article 8.

DONE at Port Moresby on the Second day of April, 1987

SCHEDULE 1

DISTRIBUTION OF PAYMENTS

The Administrator shall distribute any amounts received pursuant to the Principal Agreement in accordance with this Schedule.

1. From the total of the US\$14 million cash payment by the United States Government pursuant to the agreement between the Government of the United States of America and FFA, and the US\$4 million industry payment pursuant to Annex II, Schedule 2 of the Principal Agreement -

- (a) the Administrator shall deduct administrative costs in accordance with Article 7.2;
- (b) the balance remaining, after deduction of administrative costs in accordance with sub-paragraph (a), shall be distributed as follows -
 - (i) US\$1,777,999.95 shall be paid to a fund (hereinafter referred to as the "Project Development Fund") administered by FFA in accordance with procedures agreed between the Pacific Island parties;
 - (ii) fifteen (15) per cent of the balance remaining after deduction of the Project Development Fund shall be distributed equally among the Pacific Island parties; and
 - (iii) eighty-five (85) per cent of the balance remaining after deduction of the Project Development Fund, including accrued interest thereon, shall be distributed according to the share of the volume of catches in the waters in the Licensing Area of the Principal Agreement reported by vessels fishing while licensed pursuant to the Principal Agreement.

2. All the Pacific Island parties shall have equal access to the sum of US\$1,777,999.95 set aside for the Project Development Fund.

3. The Administrator shall, as soon as practicable after the beginning of each annual Licensing Period, distribute the fifteen (15) per cent shares referred to in paragraph 1(b)(ii) of all amounts received by the beginning of the Licensing Period.

4. The Administrator shall, as soon as practicable after all catch information for each annual Licensing Period is available, distribute all remaining funds for the Licensing Period in accordance with paragraph 1(b)(iii). Such payments shall be made not later than six months after the end of the Licensing Period unless all Pacific Island parties agree otherwise.

5. The Administrator shall maintain a separate fund for observer costs paid by the US industry in accordance with the formula set out in Annex I, Part 7 of the Principal Agreement and shall apply the fund in the manner directed by the Pacific Island parties at the annual consultations held pursuant to Article 7 of the Principal Agreement.

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE SOUTH PACIFIC FORUM FISHERIES AGENCY

The Government of the United States of America and the South Pacific Forum Fisheries Agency:

DESIRING to continue and strengthen the ties of friendship, understanding and co-operation which have historically linked the United States and the peoples of the member States of the South Pacific Forum Fisheries Agency;

CONSCIOUS of the commitment of the member Governments of the South Pacific Forum Fisheries Agency to develop fully their economic resources and provide employment opportunities to meet the aspirations of their peoples;

BELIEVING that economic co-operation will benefit the peoples of the United States and the South Pacific region; and

CONVINCED of the desirability of encouraging and facilitating economic development in the South Pacific region;

HAVE AGREED AS FOLLOWS:

ARTICLE 1

The Government of the United States of America (hereinafter "the United States") and the South Pacific Forum Fisheries Agency (hereinafter "the FFA") agree to promote economic development in the South Pacific region.

ARTICLE 2

The FFA agrees to maintain the economic development fund (hereinafter "the fund") from which it shall administer payments made pursuant to this Agreement to the Pacific Island States party to the Treaty on Fisheries between the Governments of Certain Pacific Island States and the Government of the United States of America done at Port Moresby on 2nd April 1987.

ARTICLE 3

3.1 The fund shall be controlled and administered by the FFA which shall take appropriate measures as set forth in Article 4.2 below, to ensure that the fund is used solely to support economic development purposes in accordance with section 531(e) of the United States Foreign Assistance Act of 1961, as amended. A financial management system shall be mutually developed and agreed upon by the parties.

3.2 The FFA shall minimize operating and administration costs of the fund.

3.3 The FFA shall be responsible for establishing and maintaining, in accordance with generally accepted accounting principles, an internal system of record keeping with respect to the fund, including an annual audit report which shall, upon request, be made available to the Government of the United States. The

Comptroller General of the United States, or his duly authorized representative, shall be permitted to conduct such audits of the fund as necessary to ensure that the FFA is administering the fund in accordance with this Agreement.

3.4 The parties shall consult from time to time on the operation of the fund, and its effectiveness in accomplishing the purposes of this Agreement.

ARTICLE 4

4.1 During the time this Agreement is in force, the Government of the United States shall make annual cash payments to the FFA for the fund - from the Agency for International Development - in an average amount of fourteen million U.S. dollars (US\$14,000,000), subject to the availability of funds for this purpose. The Government of the United States shall provide such funds in accordance with either of the following:

- (a) fourteen million U.S. dollars (US\$14,000,000) annually; or
- (b) ten million U.S. dollars (US\$10,000,000) for 1993, and fourteen million U.S. dollars (US\$14,000,000) annually thereafter. An additional four million U.S. dollars (US\$4,000,000), otherwise payable in respect of 1993, is payable in accordance with a schedule to be notified by the Government of the United States following the entry into force of this Agreement.

4.2 The FFA shall, in accordance with Article 3.1 above, obtain annual assurances from the Pacific Island States party to the Treaty on Fisheries referred to in Article 2 above that any payments made under this Agreement were used solely to support economic development purposes, and not for military or paramilitary uses. Nothing in this paragraph shall be construed to confer audit rights under this Agreement other than as provided in Article 3.3 above.

ARTICLE 5

5.1 This Agreement shall enter into force on June 15, 1993 and shall remain in force for a period of ten years. It may be terminated by written agreement, or by either party giving the other party one year written notice in advance.

5.2 This agreement may be amended or extended by written agreement of the parties.

5.3 Understandings designating representatives of the parties for the purpose of carrying out this Agreement and providing for its implementation will be set out in the annual grant documents and ancillary communications.

Done at Auckland on the day of April, 1992, and at Suva on the day of 1993.

**FOR THE GOVERNMENT OF THE UNITED
STATES OF AMERICA**

**FOR THE SOUTH PACIFIC FORUM
FISHERIES AGENCY**

AGREED STATEMENT ON OBSERVER PROGRAMME

Representatives of the Governments of the Pacific Island States and the Government of the United States of America have agreed on provisions relating to observers in Annex I, Part 6 of the Treaty on Fisheries between the Governments of Certain Pacific Island States and the Government of the United States of America.

The Representatives recognise that the provision for an observer programme is necessary to implement and achieve the objectives of the Treaty.

The Representatives also acknowledge the desirability of providing appropriate administrative measures pursuant to Annex I, Part 6 of the Treaty.

Therefore, the representatives agree as follows:

- (a) observer operations would be based on the placement of observers at ports of trip origin for complete trips unless otherwise agreed at the outset of the trip;
- (b) the United States Government would be notified of observer placements by an Observer Coordinator nominated by the Pacific Island parties;
- (c) The Pacific Island parties would use their best endeavours to ensure that a reasonable period of notice was given, which should, wherever practicable, be at least fourteen (14) days;
- (d) the United States Government would use its best endeavours to ensure that the Observer Coordinator is kept informed of the expected pattern of port departures and of the planned fishing activities of departing vessels;
- (e) the United States Government would facilitate the placing of observers including the provision of visas;
- (f) the United States Government would notify the Observer Coordinator of any difficulties involving the discharge of the duties of observers; and
- (g) that it is anticipated observers will use the same range of equipment used by United States observers; and there will be a training program in the use of equipment, but crew will also be expected to assist observers in the use of equipment.

DONE at Port Moresby on the second day of April, 1987