



COMMISSION OF THE EUROPEAN COMMUNITIES

Brussels, 12.4.2007
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Proposal for a

COUNCIL DECISION

on the conclusion of the Agreement in the form of an Exchange of Letters relating to the provisional application of the Protocol setting out, for the period from 16 September 2006 to 15 September 2012, the fishing opportunities and the financial contribution provided by the Fisheries Partnership Agreement between the European Community, on the one hand, and the Republic of Kiribati, on the other

(presented by the Commission)

EXPLANATORY MEMORANDUM

The Community and the Republic of Kiribati have negotiated and initialled on 19 July 2006 a Fisheries Partnership Agreement which provides Community fishermen with fishing opportunities in the Kiribati fishing zone. This Partnership Agreement, accompanied by a Protocol and the Annex thereto, has been signed for a period of six years from its entry into force and is renewable. On the date of its entry into force, this Agreement repeals and replaces the Agreement between the European Community and the Republic of Kiribati on fishing off the coast of Kiribati which entered into force on 16 September 2003.

The Commission's negotiating position was based in part on the results of an *ex-post* and *ex-ante* evaluation carried out by external experts.

The main objective of the new Partnership Agreement is to strengthen cooperation between the European Community and the Republic of Kiribati, thereby creating a framework of partnership in which to develop a sustainable fisheries policy and responsible exploitation of fisheries resources in the Kiribati fishing zone, in the interests of both parties. The two Parties are taking part in a political dialogue on topics of mutual interest in the fisheries sector. Within this new Fisheries Partnership Agreement, special attention will be given to supporting the Fisheries policy of Kiribati. The two parties will agree on the priorities to be decided upon for such support and they will identify the objectives, the annual and multiannual programming and the criteria to assess the results to be obtained, with a view to ensuring a sustainable and responsible management of the sector.

The financial contribution is fixed at EUR 478 400 per year. Of this financial contribution, 30% shall be allocated the first year to the support and implementation of initiatives taken in the context of the sectoral fisheries policy drawn up by the Government of Kiribati. This percentage is fixed at 40% the second year and at 60% the year thereafter.

As regards fishing possibilities, 4 purse seine vessels and 12 surface long-liners shall be allowed to fish. At the request of the Community and depending on the management decisions of the Parties to *the Palau Arrangement*, the number of fishing licences for purse seine vessels may be increased. The Protocol fixes a reference tonnage of 6 400 tonnes of tuna per year. The Protocol also establishes that the allocation of fishing possibilities by Kiribati for EC vessels must be compatible with the management decisions to be taken, on a regional basis, by the Central West Pacific nations in the context of the *Palau Arrangement for the Management of the Western Pacific Purse Seine Fishery*. It is established that the EC fishing effort in Kiribati EEZ will have to be in line with appropriate tuna stock assessments based on scientific criteria, including the scientific overviews conducted yearly by the Secretariat of the Pacific Community (SPC).

The Partnership Agreement also provides for encouraging economic, scientific and technical cooperation in the fisheries sector and related sectors.

The Commission proposes on this basis that the Council adopt by Decision the Agreement on form of an exchange of letters on the provisional application of the Protocol setting out, for the period from 16 September 2006 to 15 September 2012, the fishing opportunities and the financial contribution provided by the Agreement between the European Community and the Republic of Kiribati, on fishing off Kiribati.

A proposal for a Council Regulation concerning the conclusion of this new Fisheries Partnership Agreement is subject to a separate procedure.

Proposal for a

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on the conclusion of the Agreement in the form of an Exchange of Letters relating to the provisional application of the Protocol setting out, for the period from 16 September 2006 to 15 September 2012, the fishing opportunities and the financial contribution provided by the Fisheries Partnership Agreement between the European Community, on the one hand, and the Republic of Kiribati, on the other

THE COUNCIL OF THE EUROPEAN UNION,

Having regard to the Treaty establishing the European Community, and in particular Article 300 (2) in conjunction with Article 37

Having regard to the proposal from the Commission¹,

Whereas:

- (1) The Community has negotiated with the Republic of Kiribati a Fisheries Partnership Agreement providing Community vessels with fishing opportunities in the waters over which Kiribati has sovereignty or jurisdiction in respect of fisheries.
- (2) As a result of those negotiations a new Fisheries Partnership Agreement was initialled on 19 July 2006
- (3) The Agreement on fisheries between the European Community on the one hand, and the Government of Kiribati, on the other, is repealed by the new Fisheries Partnership Agreement
- (4) In order to guarantee the continuation of fishing activities by Community vessels, it is essential that the new Fisheries Partnership Agreement is applied as quickly as possible. Both parties have therefore initialled an Agreement in the form of an exchange of letters providing for the provisional application of the initialled Protocol to the new Fisheries Partnership Agreement from 16 September 2006.
- (5) It is in the interest of the Community to approve the Agreement in the form of an exchange of letters.
- (6) The method for allocating the fishing opportunities among the Member States should be defined,

¹ OJ C

HAS DECIDED AS FOLLOWS:

Article 1

The Agreement in the form of an Exchange of Letters relating to the provisional application of the Protocol setting out, for the period from 16 September 2006 to 15 September 2012, the fishing opportunities and the financial contribution provided by the Fisheries Partnership Agreement between the European Community, on the one hand, and the Republic of Kiribati, on the other, is hereby approved on behalf of the Community.

The text of the Agreement in the form of Exchange of Letters is attached to this Decision.

Article 2

The fishing opportunities set out in the Protocol to the Agreement shall be allocated among the Member States as follows:

- | | | | |
|---|---------------------|-----------|---------------------------|
| - | purse seine vessels | France: | 27% of available licences |
| | | Spain: | 73% of available licences |
| - | long-liners: | Spain: | 6 vessels |
| | | Portugal: | 6 vessels |

If licence applications from these Member States do not cover all the fishing opportunities fixed by the Protocol, the Commission may consider licence applications from any other Member State.

Article 3

The Member States whose vessels fish under this Agreement referred to in Article 1 shall notify the Commission of the quantities of each stock caught within the Kiribati fishing zone in accordance with Commission Regulation (EC) No 500/2001 of 14 March 2001 laying down detailed rules for the application of Council Regulation (EEC) No 2847/93 on the monitoring of catches taken by Community fishing vessels in third country waters and on the high seas².

Article 4

The President of the Council is hereby authorized to designate the persons empowered to sign the Agreement in the form of an exchange of letters in order to bind the Community.

² OJ L 73, 15.3.2001, p. 8.

Done at Brussels,

*For the Council
The President*

ANNEX

Agreement in the form of an Exchange of Letters relating to the provisional application of the Protocol setting out, for the period from 16 September 2006 to 15 September 2012, the fishing opportunities and the financial contribution provided by the Fisheries Partnership Agreement between the European Community, on the one hand, and the Republic of Kiribati, on the other

A. Letter of the Government of Kiribati

Sir,

With reference to the Protocol initialled on 19 July 2006, setting out, for the period from 16 September 2006 to 15 September 2012, the fishing opportunities and the financial contribution, I have the honour to inform you that the Government of the Republic of Kiribati is willing to apply the Protocol provisionally from 16 September 2006 pending its entry into force in accordance with Article 13 thereof, provided that the European Community is prepared to do likewise.

This is on the understanding that the first instalment of the financial contribution, laid down by Article 2 of the Protocol, must be paid before 30 June 2007.

I should be grateful if you would confirm the agreement of the European Community to such provisional application.

Please accept, Sir, the assurance of my highest consideration

For the Government the Republic of Kiribati

B. Letter of the European Community

Sir,

I have the honour to acknowledge receipt of your letter of today's date which reads as follows:

“ With reference to the Protocol, initialled on 19 July 2006, setting out, for the period from 16 September 2006 to 15 September 2012, the fishing opportunities and the financial contribution, I have the honour to inform you that the Government of the Republic of Kiribati is willing to apply the Protocol provisionally from 16 September 2006 pending its entry into force in accordance with Article 13 thereof, provided that the European Community is prepared to do likewise.

This is on the understanding that the first instalment of the financial contribution, laid down by Article 2 of the Protocol, shall be paid before 30 June 2007.

I should be grateful if you would confirm the agreement of the European Community to such provisional application. “

I am pleased to confirm the agreement of the European Community to a provisional application.

Please accept, Sir, the assurance of my highest consideration

For the Council of the European Union

KIRIBATI
FISHERIES PARTNERSHIP AGREEMENT
between the European Community, on the one hand, and the Republic of Kiribati, on
the other

THE EUROPEAN COMMUNITY, hereinafter referred to as “the Community”, and

The Republic of Kiribati hereinafter referred to as “Kiribati”, hereinafter referred to as “the parties”,

CONSIDERING the close working relationship between the Community and Kiribati, particularly in the context of the Cotonou Agreement, and their mutual desire to intensify that relationship,

CONSIDERING the desire of the two parties to promote the sustainable exploitation of fisheries resources by means of cooperation,

HAVING REGARD TO the United Nations Convention on the Law of the Sea and to the United Nations Fish Stock Agreement;

RECOGNISING that Kiribati exercises its sovereign rights or jurisdiction over a zone extending up to 200 nautical miles from the baselines in accordance with the United Nations Convention on the Law of the Sea,

AWARE of the importance of the principles established by the Code of conduct for responsible fisheries adopted at the FAO Conference in 1995,

DETERMINED to cooperate, in their mutual interest, in promoting the introduction of responsible fisheries to ensure the long-term conservation and sustainable exploitation of marine living resources,

CONVINCED that such cooperation must take the form of initiatives and measures which, whether taken jointly or separately, are complementary and ensure consistent policies and synergy of effort,

INTENDING, to these ends, to commence a dialogue on the sectoral fisheries policy adopted by the Government of Kiribati and to identify the appropriate means of ensuring that this policy is effectively implemented and that economic operators and civil society are involved in the process,

DESIROUS of establishing terms and conditions governing the fishing activities of Community vessels in Kiribati waters and Community support for the introduction of responsible fishing in those waters,

RESOLVED to pursue closer economic cooperation in the fishing industry and related activities through the setting up and development of joint enterprises involving companies from both parties,

HEREBY AGREE AS FOLLOWS:

Article 1 – Scope

This Agreement establishes the principles, rules and procedures governing:

- (a) economic, financial, technical and scientific cooperation in the fisheries sector with a view to promoting responsible fishing in Kiribati waters to ensure the conservation and sustainable exploitation of fisheries resources and develop the Kiribati fisheries sector;
- (b) the conditions governing access by Community fishing vessels to Kiribati waters;
- (c) cooperation on the arrangements for policing fisheries in Kiribati waters with a view to ensuring that the above rules and conditions are complied with, that the measures for the conservation and management of fish stocks are effective and that illegal, unreported and unregulated fishing (IUU fishing) is prevented;
- (d) partnerships between companies aimed at developing economic activities in the fisheries sector and related activities, in the common interest.

Article 2 – Definitions

For the purposes of this Agreement:

- (a) “Kiribati authorities” means the Government of Kiribati;
- (b) “Community authorities” means the European Commission;
- (c) “Kiribati waters” means the waters over which Kiribati has sovereignty or jurisdiction;
- (d) "Fishing" means the actual or attempted fishing, catching, taking, killing or harvesting of fish, and include any other activity which may reasonably be expected to result in the fishing or attempted fishing or catching, taking, killing or harvesting of fish, or any operation in support of or in preparation of any of the foregoing activity.
- (e) “fishing vessel” means any vessel used or adapted for use for fishing commercially and including crafts, support vessels, helicopters and light aircrafts used in fisheries operations;
- (f) “Community vessel” means a fishing vessel flying the flag of a Member State of the Community and registered in the Community;
- (g) “joint enterprise” means a commercial company set up in Kiribati by vessel owners or national enterprises from the parties in order to engage in fishing or related activities;
- (h) “Joint Committee” means a committee made up of representatives of the Community and Kiribati whose functions are described in Article 9 of this Agreement;

- (i) “transshipment” means the transfer in port of some or all of the catch from one fishing vessel to another fishing vessel;
- (j) “shipowner” means any person legally responsible for a fishing vessel who is in charge of and controls it;
- (k) “ACP seamen” means any seamen who are nationals of a non-European signatory to the Cotonou Agreement. To this end, a Kiribati seaman is an ACP seaman.

*Article 3 – Principles and objectives underlying
the implementation of this Agreement*

1. The parties hereby undertake to promote responsible fishing in Kiribati waters on the basis of the principles laid down in the FAO’s Code of conduct for responsible fisheries and the principle of non-discrimination between the different fleets fishing in those waters without prejudice to agreements concluded between developing countries within a geographical region, including reciprocal fisheries agreements.
2. The parties shall cooperate with a view to monitoring the results of the implementation of a sectoral fisheries policy adopted by the Government of Kiribati and shall initiate a policy dialogue on the necessary reforms. They shall consult with a view to adopting potential measures in this area.
3. The parties shall also cooperate in carrying out evaluations of measures, programmes and actions implemented on the basis of this Agreement. The results of the evaluations shall be analysed by the Joint Committee provided for in Article 9.
4. The parties hereby undertake to ensure that this Agreement is implemented in accordance with the principles of good economic and social governance, respecting the state of fish stocks.
5. The employment of Kiribati and/or ACP seamen on board Community vessels shall be governed by the International Labour Organisation (ILO) Declaration on Fundamental Principles and Rights at Work, which shall apply as of right to the corresponding contracts and general terms of employment. This concerns in particular the freedom of association and the effective recognition of the right to collective bargaining, and the elimination of discrimination in respect of employment and occupation.

Article 4 – Scientific cooperation

1. During the period covered by this Agreement, the Community and Kiribati shall monitor the state of resources in the Kiribati fishing zone.
2. Based on the best available scientific advice, the Parties shall consult each other within the Joint Committee provided for in Article 9 and, where necessary and by mutual agreement, take measures to ensure the sustainable management of fisheries resources.

3. The Parties shall consult each other, either directly or within the regional and international organisations concerned, to ensure the management and conservation of highly migratory resources in the region, and to cooperate in the relevant scientific research.

*Article 5 – Access by Community vessels
to the fisheries in Kiribati waters*

1. Kiribati undertakes to authorise Community vessels to engage in fishing activities in its fishing zone in accordance with this Agreement, including the Protocol and Annex thereto.
2. The fishing activities governed by this Agreement shall be subject to the laws and regulations in force in Kiribati. The Kiribati authorities shall notify the Commission of any amendments to that legislation and to any other legislation which may have an impact on fishing legislation.
3. Kiribati shall assume responsibility for the effective application of the fisheries monitoring provisions in the Protocol. Community vessels shall cooperate with the Kiribati authorities responsible for carrying out such monitoring. The steps taken by Kiribati to regulate fishing in the interest of the conservation of fishery resources shall be based on objective and scientific criteria, including the precautionary approach. They shall apply without discrimination both to Community, Kiribati and foreign vessels, without prejudice to agreements concluded between developing countries within a single geographical region, including reciprocal fisheries agreements
4. The Community undertakes to take all the appropriate steps required to ensure that its vessels comply with this Agreement and the legislation governing fisheries in the waters over which Kiribati has jurisdiction.

Article 6 – Licences

1. Community vessels may fish in the Kiribati fishing zone only if they have a valid fishing licence issued under this Agreement.
2. The procedure for obtaining a fishing licence for a vessel, the taxes applicable and the method of payment to be used by shipowners shall be as set out in the Annex to the Protocol.

Article 7 – Financial contribution

1. The Community shall grant Kiribati a financial contribution in accordance with the terms and conditions laid down in the Protocol and Annexes. This single contribution shall be composed of two related elements, namely:
 - (a) access by Community vessels to Kiribati fisheries, and

- (b) the Community's financial support for promoting responsible fishing and the sustainable exploitation of fisheries resources in Kiribati waters.
2. The component of the financial contribution referred to in the above paragraph shall be determined and managed in the light of objectives identified by common accord between the parties in accordance with the Protocol, to be achieved in the context of the sectoral fisheries policy drawn up by the Government of Kiribati and an annual and multiannual programme for its implementation.
 3. The financial contribution granted by the Community shall be paid each year in accordance with the Protocol and subject to this Agreement and the Protocol in the event of any change to the amount of the contribution as a result of:
 - (a) unusual circumstances, other than natural phenomena, preventing fishing activities in Kiribati waters;
 - (b) a reduction in the fishing opportunities granted to Community vessels, made by mutual agreement for the purposes of managing the stocks concerned, where this is considered necessary for the conservation and sustainable exploitation of resources on the basis of the best available scientific advice;
 - (c) an increase in the fishing opportunities granted to Community vessels, made by mutual agreement between the parties where the best available scientific advice concurs that the state of resources so permits;
 - (d) a reassessment of the terms of Community financial support for implementing a sectoral fisheries policy in Kiribati, where this is warranted by the results of the annual and multiannual programming observed by both parties;
 - (e) termination of this Agreement under Article 12.
 - (f) suspension of the application of this Agreement under Article 13.

*Article 8 – Promoting cooperation
among economic operators and in civil society*

1. The parties shall encourage economic, scientific and technical cooperation in the fisheries sector and related sectors. They shall consult one another with a view to coordinating the different measures that might be taken to this end.
2. The parties shall encourage exchanges of information on fishing techniques and gear, preservation methods and the industrial processing of fisheries products.
3. The parties shall endeavour to create conditions favourable to the promotion of relations between enterprises from the parties in the technical, economic and commercial spheres, by encouraging the establishment of an environment favourable to the development of business and investment.
4. The parties shall undertake to implement an action plan between Kiribati and Community operators, with the aim of developing local landings of Community vessels.

5. The parties shall encourage, in particular, the setting-up of joint enterprises in their mutual interest which shall systematically comply with Kiribati and Community legislation.

Article 9 – Joint Committee

1. A Joint Committee shall be set up to monitor the application of this Agreement. The Joint Committee shall perform the following functions:
 - (a) monitoring the performance, interpretation and application of this Agreement and, in particular, the definition of the annual and multiannual programming referred to in Article 7(2) and evaluation of its implementation;
 - (b) providing the necessary liaison for matters of mutual interest relating to fisheries;
 - (c) acting as a forum for the amicable settlement of any disputes regarding the interpretation or application of the Agreement;
 - (d) reassessing, where necessary, the level of fishing opportunities and, consequently, of the financial contribution;
 - (e) any other function which the parties decide on by mutual agreement.
2. The Joint Committee shall meet in principle once a year, alternately in the Community and in Kiribati or in other location agreed between parties, and shall be chaired by the party hosting the meeting. It shall hold a special meeting at the request of either of the parties.

Article 10 – Geographical area to which the Agreement applies

This Agreement shall apply, on the one hand, to the territories in which the Treaty establishing the European Community applies, under the conditions laid down in that Treaty, and, on the other, to the territory of Kiribati.

Article 11 – Duration

This Agreement shall apply for six years from the date of its entry into force; it shall be renewable for additional periods of six years, unless notice of termination is given in accordance with Article 12.

Article 12 – Termination

1. This Agreement may be terminated by either party in the event of unusual circumstances such as the degradation of the stocks concerned, the discovery of a reduced level of exploitation of the fishing opportunities granted to Community vessels, or failure to comply with undertakings made by the parties with regard to combating illegal, unreported and unregulated fishing.

2. The party concerned shall notify the other party of its intention to withdraw from the Agreement in writing at least six months before the date of expiry of the initial period or each additional period.
3. Dispatch of the notification referred to in the previous paragraph shall open consultations by the parties.
4. Payment of the financial contribution referred to in Article 7 for the year in which the termination takes effect shall be reduced proportionately and *pro rata temporis*.

Article 13 – Suspension

1. Application of this Agreement may be suspended at the initiative of one of the parties in the event of a serious disagreement as to the application of provisions laid down in the Agreement. Suspension of application of the Agreement shall require the interested party to notify its intention in writing at least three months before the date on which suspension is due to take effect. On receipt of this notification, the parties shall enter into consultations with a view to resolving their differences amicably.
2. Payment of the financial contribution referred to in Article 7 shall be reduced proportionately and *pro rata temporis*, according to the duration of the suspension.

Article 14 – Protocol and Annex

The Protocol and the Annex shall form an integral part of this Agreement.

Article 15 – National Law

The activities of Community vessels operating in Kiribati waters shall be governed by the applicable law in the Kiribati, unless otherwise provided in this Agreement, the Protocol and the Annex and appendices thereto.

Article 16 – Review clause

During the third year of application of this Agreement, the parties may review the provisions of the Agreement, and where necessary, make amendments.

Article 17 – Repeal

This Agreement, on the date of its entry into force, repeals and replaces the Agreement between the European Community and the Republic of Kiribati on fishing off the coast of Kiribati of the 16 September 2003.

Article 18 – Entry into force

This Agreement, drawn up in duplicate in the Czech, Estonian, Danish, Dutch, English, Finnish, French, German, Greek, Hungarian, Italian, Latvian, Lithuanian, Maltese, Polish,

Portuguese, Slovak, Slovenian, Spanish and Swedish languages, each of these texts being equally authentic, shall enter into force on the date on which the parties notify each other that their procedures have been completed

**Protocol setting out the fishing opportunities and financial contribution provided for in
the Fisheries Partnership Agreement between the European Community and the
Republic of Kiribati on fishing off the coast of Kiribati for the period from 16
September 2006 to 15 September 2012**

Article 1

Period of application and fishing opportunities

1. Kiribati shall grant annual fishing licences to Community tuna fishing vessels pursuant to Article 6 of the Agreement within the limits established by the Palau Arrangement for the Management of the Western Pacific Purse Seine Fishery, hereinafter referred to as “the Palau Arrangement”.
2. For a period of six years starting on 16 September 2006, the fishing opportunities granted under Article 5 of the Agreement shall be as follows:

Highly migratory species (species listed in Annex 1 to the 1982 United Nations Convention)
 - purse seine vessels: 4 vessels;
 - longliners: 12 vessels.
3. Starting from the second year of application of the Protocol and without prejudice to Articles 9(d) of the Agreement and 4 of the Protocol, at the request of the Community, the number of fishing licences for purse seine vessels granted in Article 1(2) of the Protocol may be increased, if resources permit and in accordance with the Palau Arrangement yearly limitations and with an appropriate tuna stock assessment based on objective and scientific criteria, including the “Western and Central Pacific Tuna Fishery Overview and Status of Stocks” published yearly by the Secretariat of the Pacific Community.
4. Paragraph 1,2,3 shall apply subject to Articles 4 and 5 of this Protocol.
5. Community vessels may fish in Kiribati waters only if they are in possession of a valid fishing licence issued under this Protocol in accordance with the Annex to this Protocol.

Article 2

Financial contribution – Methods of payment

1. The financial contribution referred to in Article 7 of the Agreement shall comprise, for the period referred to in Article 1, an annual amount of EUR 416.000 equivalent to a reference tonnage of 6400 tonnes per year and a specific amount of EUR 62.400 per year for the support and implementation of initiatives taken in the context of the Kiribati sectoral fisheries policy. This specific amount shall be an integral part of the single financial contribution defined in Article 7 of the Agreement.
2. Paragraph 1 shall apply subject to Articles 4, 5 and 7 of this Protocol.

3. The Community shall pay the sum of the amounts referred to in paragraph 1, EUR 478.400 each year during the period of application of this Protocol.
4. If the overall quantity of catches by Community vessels in Kiribati waters exceeds 6.400 tonnes per year as provided in the Art. 2.1. of the Protocol, the amount of the financial contribution, as provided in the Art. 2.1. of the Protocol, (EUR 416.000) shall be increased by EUR65 for each additional tonne caught. However, the total annual amount paid by the Community shall not be more than twice the amount indicated in paragraph 3 (EUR 956.800). Where the quantities caught by Community vessels exceed the quantities corresponding to twice the total annual amount, the amount due for the quantity exceeding that limit shall be paid the following year.
5. Payment of the financial contribution referred to in paragraph 1 shall be made no later than 30 June 2007 for the first year and no later than 30 June 2008, 2009, 2010, 2011 and 2012 for the following years.
6. Subject to Article 7, the Kiribati authorities shall have full discretion regarding the use to which this financial contribution is put.
7. The share of the financial contribution indicated in Article 7(1) of this Protocol shall be paid into the Kiribati Government account No 4 with the ANZ Bank of Kiribati, Ltd, Betio, Tarawa ("Fisheries Development Fund") opened for the Kiribati Government by the Ministry of Finance. The remaining share of the financial contribution shall be paid into the Kiribati Government account No 1 with the ANZ Bank of Kiribati, Ltd, Betio, Tarawa opened for the Kiribati Government by the Ministry of Finance.
8. The financial contribution concerning the measures set out in the Art. 5 of the previous protocol which have not been paid at its expiring date shall be paid under the present protocol.

Article 3

Cooperation on responsible fishing – Annual scientific meeting

1. The parties hereby undertake to promote responsible fishing in Kiribati waters on the basis of the principles laid down in the FAO's Code of conduct for responsible fisheries and the principle of non-discrimination between the different fleets fishing in those waters.
2. During the period covered by this Protocol, the Community and the Kiribati authorities shall monitor the state of resources in the Kiribati fishing zone.
3. In accordance with Article 4 of the Agreement, the parties, based on the conclusions of the annual meeting of the members to the "Palau Arrangement" and on the yearly assessment of stocks done by the Secretariat of the Pacific Community, shall consult each other within the Joint Committee provided for in Article 9 where appropriate after a scientific meeting. Kiribati may, in agreement with the Community, take measures to ensure the sustainable management of fisheries resources concerning the activities of Community vessels.

Article 4
Review of fishing opportunities by mutual agreement

1. The fishing opportunities referred to in Article 1 may be increased by mutual agreement provided that the conclusions of the annual meeting of the “Palau Arrangement” members and the annual review of the status of stocks made by the Secretariat of the Pacific Community confirm that such an increase will not endanger the sustainable management of Kiribati resources. In this case the financial contribution referred to in Article 2(1) shall be increased proportionately and *pro rata temporis*. However, the total amount of the financial contribution paid by the European Community shall not be more than twice the amount indicated in Article 2(1). Where the quantities caught by Community vessels exceed twice the quantities corresponding to the adjusted total annual amount, the amount due for the quantity exceeding that limit shall be paid the following year.
2. Conversely, if the parties agree to adopt a reduction in the fishing opportunities provided for in Article 1, the financial contribution shall be reduced proportionately and *pro rata temporis*.
3. The allocation of the fishing opportunities among different categories of vessels may also be reviewed by mutual agreement between the parties, provided that any changes comply with recommendations made by the scientific meeting referred to in Article 3 regarding the management of stocks liable to be affected by such redistribution. The parties shall agree on the corresponding adjustment of the financial contribution where the redistribution of fishing opportunities so warrants.

Article 5
Non tuna fishing opportunities

1. Should Community vessels be interested in fishing activities which are not indicated in Article 1, the parties shall consult each other before any authorisation is granted by the Kiribati authorities. Where appropriate, the parties shall agree on the conditions applicable to these new fishing opportunities and, if necessary, make amendments to this Protocol and to the Annex.
2. At the request of one of the parties, they shall consult each other and determine on a case-by-case basis the relevant species, conditions and other parameters for conducting exploratory fishing in Kiribati waters.
3. The parties shall carry out exploratory fishing in accordance with parameters that shall be agreed by both parties in an administrative arrangement where appropriate. The authorisations for exploratory fishing may be agreed for a maximum period of three months.
4. If the parties conclude that the exploratory campaigns have achieved positive results, the Kiribati Government may allocate fishing opportunities for the new species to the Community fleet, until the expiry of this Protocol. The financial compensation referred to in Article 2(1) of the current Protocol shall consequently be increased.

Article 6
Suspension and review of the payment of the financial contribution
on grounds of force majeure

1. Where unusual circumstances, other than natural phenomena, prevent fishing activities in the Kiribati exclusive economic zone (EEZ), the European Community may suspend payment of the financial contribution provided for in Article 2(1), following consultations between the two parties within a period of two months following the request of one of the parties, and provided that the Community has paid in full any amounts due at the time of suspension.
2. Payment of the financial contribution shall resume as soon as the parties find, by mutual agreement following consultations, that the circumstances preventing fishing activities are no longer present and/or that the situation allows a resumption of fishing activities.
3. The validity of the licences granted to Community vessels under Article 6 of the Agreement shall be extended by a period equal to the period during which fishing activities were suspended.

Article 7
Promotion of responsible fishing in Kiribati waters

1. 30% of the total amount of the financial contribution fixed in Article 2 shall be allocated the first year to the support and implementation of initiatives taken in the context of the sectoral fisheries policy drawn up by the Government of Kiribati. This percentage is fixed at 40% the second year and at 60% the year thereafter.

Kiribati shall manage the corresponding amount in the light of objectives identified by mutual agreement between the parties, and the annual and multiannual programming to attain them.

2. For the purposes of paragraph 1, as soon as this Protocol enters into force and no later than three months after that date, the Community and Kiribati shall agree, within the Joint Committee provided for in Article 9 of the Agreement, on a multiannual sectoral programme and detailed implementing rules covering, in particular:
 - (a) annual and multiannual guidelines for using the percentage of the financial contribution referred to in paragraph 1 and its specific amounts for the initiatives to be carried out in 2007;
 - (b) the objectives, both annual and multiannual, to be achieved with a view to promoting responsible fishing and sustainable fisheries, taking account of the priorities expressed by Kiribati in its national fisheries policy and other policies relating to or having an impact on the introduction of responsible fishing and sustainable fisheries;
 - (c) criteria and procedures for evaluating the results obtained each year.

3. Any proposed amendments to the multiannual sectoral programme or of the use of the specific amounts for the initiatives to be carried out in 2007 must be approved by both parties within the Joint Committee.
4. Each year, Kiribati shall allocate the share corresponding to the percentage referred to in paragraph 1 with a view to implementing the multiannual programme. For the first year of application of the Protocol, that allocation must be notified to the Community at the time when the multiannual sectoral programme is approved within the Joint Committee. For each year of application of the Protocol thereafter, Kiribati shall notify the Community of the allocation no later than 1st March of the year concerned.
5. Where the annual evaluation of the progress made in implementing the multiannual sectoral programme so warrants, the European Community may ask for the financial contribution referred to in Article 2(1) of this Protocol to be readjusted with a view to bringing the actual amount of financial resources allocated to implementation of the programme into line with its results.

Article 8

Disputes – suspension of application of the Protocol

1. Any dispute between the parties over the interpretation of this Protocol or its application shall be the subject of consultations between the parties within the Joint Committee provided for in Article 9 of the Agreement, in a special meeting if necessary.
2. Without prejudice to Article 9, application of the Protocol may be suspended at the initiative of one party if the dispute between the two parties is deemed to be serious and if the consultations held within the Joint Committee under paragraph 1 have not resulted in an amicable settlement.
3. Suspension of application of the Protocol shall require the interested party to notify its intention in writing at least three months before the date on which suspension is due to take effect.
4. In the event of suspension, the parties shall continue to consult with a view to finding an amicable settlement to their dispute. Where such settlement is reached, application of the Protocol shall resume and the amount of the financial contribution shall be reduced proportionately and *pro rata temporis* according to the period during which application of the Protocol was suspended.

Article 9

Suspension of application of the Protocol on grounds of non-payment

Subject to Article 6, if the Community fails to make the payments provided for in Article 2, application of this Protocol may be suspended on the following terms:

- (a) The competent Kiribati authorities shall notify the European Commission of the non-payment. The latter shall make the necessary verifications and, where necessary,

transmit the payment within no more than 60 working days of the date of receipt of the notification.

- (b) If no payment is made and non-payment is not adequately justified within the period provided for in Article 2(6) of this Protocol, the competent Kiribati authorities shall be entitled to suspend application of the Protocol. They shall inform the European Commission of such action forthwith.
- (c) Application of the Protocol shall resume as soon as the payment concerned has been made.

Article 10
National law

The activities of Community vessels operating in Kiribati waters under this Protocol shall be governed by the applicable law in Kiribati, unless otherwise provided in the Agreement, this Protocol and the Annex and appendices hereto.

Article 11
Review clause

During the third year of application of this Protocol, its Annex and its appendices, the parties may review the provisions of the Protocol, the Annex and the appendices and, where necessary, make amendments.

Article 12
Repeal

The Annex to the Agreement between the European Economic Community and Republic of Kiribati on fishing off the coast of Kiribati is hereby repealed and replaced by this Protocol.

Article 13
Entry into force

1. This Protocol with its Annex and Appendix shall enter into force on the date on which the parties notify each other of the completion of the procedures necessary for that purpose.
2. It shall apply with effect from 16 September 2006.

ANNEX

CONDITIONS GOVERNING FISHING ACTIVITIES BY COMMUNITY VESSELS IN THE KIRIBATI FISHING ZONE

CHAPTER I - REGISTRATION AND LICENCES

Section 1 Registration

1. Fishing by Community vessels within the Kiribati fishing zone shall be subject to the issuance of a registration number by the Kiribati competent authorities.
2. Applications for registration shall be made on the form provided for that purpose by the Kiribati authorities responsible for fisheries, in accordance with the specimen given in Appendix I.
3. Registration shall be contingent upon the receipt of a 15cm by 20 cm photograph of the applying vessel and the payment of EUR 600 per vessels as registration fee to be paid into the Kiribati Government account No1 in accordance with the Article 2 (8) of the Protocol, cleared of any deductions.

Section 2 Licences

1. Only eligible vessels may obtain a licence to fish in the Kiribati fishing zone under the Protocol setting out the fishing opportunities and financial contribution provided for in the Fisheries Partnership Agreement between the European Community and the Republic of Kiribati on fishing off the coast of Kiribati for the period from the date that the agreement enters into force to 15 September 2012.
2. For a vessel to be eligible, neither the owner, the master nor the vessel itself must be prohibited from fishing in Kiribati. They must be in order vis-à-vis the Kiribati authorities insofar as they must have fulfilled all prior obligations arising from their fishing activities in Kiribati under fisheries agreements concluded with the Community.
3. All Community vessels applying for a fishing licence may be represented by an agent resident in Kiribati. The name and address of that agent shall be stated in the licence application. However, any vessel applying for a fishing licence which provides for unloading or transshipment in a Kiribati port must be represented by an agent resident in Kiribati.
4. The relevant Community authorities shall present to the Ministry responsible for fisheries in Kiribati an application for each vessel wishing to fish under the Agreement at least 15 days before the date of commencement of the period of validity requested.
5. Applications shall be submitted to the Ministry responsible for fisheries in Kiribati on a form drawn up in accordance with the specimen in Appendix I.

6. All licence applications shall be accompanied by the following documents:
 - proof of payment of the fee for the period of validity of the licence;
 - any other documents or certificates required under the specific rules applicable to the type of vessel concerned pursuant to this Protocol.
7. The fee shall be paid into the Kiribati Government account No 1 in accordance with Article 2(8) of the Protocol, clear of any deductions.
8. The fees shall include all national and local charges. However, the payment of these fees shall not include port taxes, transshipment fees and service charges.
9. Licences for all vessels shall be issued to shipowners or their agents via the Delegation of the Commission of the European Communities to Kiribati (“the Delegation”) within 15 days of receipt of all the documents referred to in point 6 by the Ministry responsible for fisheries in Kiribati.
10. If a licence is signed at a time when the Delegation offices are closed, it may be sent, where appropriate, direct to the vessel’s agent and a copy sent to the Delegation.
11. Licences shall be issued for a specific vessel and shall not be transferable.
12. However, at the request of the European Community and where *force majeure* is proven, a vessel’s licence shall be replaced by a new licence for another vessel of the same category as the first vessel, with no further fee due. In this case, the calculation of the catch levels to determine whether an additional payment should be made shall take account of the sum of the total catches of the two vessels.
13. The owner of the first vessel, or the agent, shall return the cancelled licence to the competent Kiribati authorities via the Delegation.
14. The new licence shall take effect on the day that the vessel’s owner returns the cancelled licence to the Ministry responsible for fisheries in Kiribati. The Delegation shall be informed of the licence transfer.
15. The licence must be held on board at all times. However, on receipt of notification of payment of the advance sent to the Kiribati authorities by the European Commission, the vessel shall be entered on a list of vessels authorised to fish, which shall be sent to the Kiribati authorities responsible for fisheries inspection. A copy of the list may be obtained by fax pending arrival of the licence itself; that copy shall be kept on board.

Section 3 ***Validity and fees***

1. Licences shall be valid for a period of one year. They shall be renewable.
2. The fee shall be EUR 35 per tonne caught within the Kiribati fishing zone in the case of tuna seiners and surface longliners.

3. Licences shall be issued once the following standard amounts have been paid to the competent national authorities:
 - EUR 21.000 per tuna seiner equivalent to the fees due for 600 tonnes of highly migratory species and associated species caught per year;
 - EUR 4.200 per surface longliner equivalent to the fees due for 120 tonnes of highly migratory species and associated species caught per year;
4. The final statement of the fees due for year n shall be drawn up by the Commission of the European Communities by 30 June of the year n + 1 at the latest on the basis of the catch declarations made by each shipowner and confirmed by the scientific institutes responsible for verifying catch data in the Member States, such as the *Institut de Recherche pour le Développement* (IRD), the *Instituto Español de Oceanografía* (IE), the *Instituto de Investigaçã das Pescas e do Mar* (IPIMAR) and by the Secretariat of the Pacific community (SPC).
5. The statement shall simultaneously be notified to the Ministry responsible for fisheries in Kiribati and the shipowners for checking and approval. The Kiribati authorities may, on the basis of duly justified arguments within no more than 30 working days of the date of transmission, contest the statement. In the event of disagreement, the Joint Committee shall be consulted. If no objection is made in the given deadline the statement shall be accepted.
6. Any additional payments shall be made by the shipowners to the competent Kiribati authorities by 30 September of the following year at the latest, into the Kiribati Government account No 1 in accordance with Article 2(8) of the Protocol, cleared of any deductions..
7. However, if the amount of the final statement is lower than the advance referred to in point 3 of this Section, the resulting balance shall not be reimbursable to the shipowner.

CHAPTER II – FISHING ZONES

1. The vessels shall be authorised to engage in fishing activities within the Kiribati fishing zone except in such areas as are designated as closed areas indicated by the chart 83005-FLC, in accordance with the Fisheries Ordinance (Cap. 33) and Marine Zone (Declaration) Act of the Government of Kiribati. Kiribati shall communicate to the Commission any modification to the said fishing zones at least two months before their application.
2. In any case, fishing shall not be permitted in the following areas:
 - within the twelve nautical miles from the base lines;
 - within 3 nautical miles of any anchored fish-aggregating device for which notification of its location shall be given by geographical coordinates.

3. As regards purse seine vessels in particular, fishing is prohibited within 60 nautical miles from the baselines of the islands of Tarawa, Kanton and Kiritimati;

CHAPTER III – CATCH REPORTING ARRANGEMENTS AND LANDINGS DECLARATIONS

1. Captains shall provide the Director of Fisheries with information relating to the time, position of, and catch on board of the licensed fishing vessel in the manner as described in Appendix IV by fax or e-mail on the following occasions:
 - at least 24 hours prior to entering the Kiribati fishing zone and immediately upon departure from the fishing zone;
 - every Tuesday while within the Kiribati fishing zone after the entry report or the last weekly report;
 - at least 48 hours prior to the estimated time of entry into any port of Kiribati and immediately upon port departure ;
 - immediately after transhipping the catch to a licensed reefer carrier, and;
 - at least 24 hours prior to refuelling from a licensed bunkering vessel.

This information should be communicated by facsimile (686) 21120 / 22287 or e-mail to the following address: flue@mfmrd.gov.ki

2. A vessel found to be fishing without having informed the Director of Fisheries shall be regarded as not in compliance with Kiribati national legislation.
3. During an annual period of validity of the licence declarations shall include the catches made by the vessel during each trip in the WCPFC area. A new trip starts as from each transshipment or landing of catches in the WCPFC area.
 - 3.1. Vessels shall declare their catches on the corresponding sheet in the logsheet, in accordance with the specimen in Appendix III A and III B. The words “Outside Kiribati EEZ” or the name of the corresponding EEZ of another relevant coastal State in the WCPFC area shall be entered in the abovementioned logbook in respect of periods during which the vessel is not in Kiribati waters.
4. For the purposes of this Annex, the duration of a trip by a Community vessel in Kiribati waters shall be defined as follows:
 - either the period elapsing between entering and leaving the Kiribati fishing zone;
 - or the period elapsing between entering the Kiribati fishing zone and a transshipment;
 - or the period elapsing between entering the Kiribati fishing zone and a landing in Kiribati.

5. All vessels authorised to fish in Kiribati waters under the Agreement shall be obliged to communicate their catches to the Ministry responsible for fisheries in Kiribati so that it can check the quantities caught, which shall be validated by the competent scientific institutes in accordance with the procedure referred to in paragraph 4 of Section 3 of Chapter I of this Annex. Catches shall be communicated as follows:
 - The original logsheet shall be submitted to the local competent Kiribati authorities or be transmitted by registered mail or courier to the Ministry responsible for fisheries in Kiribati within 45 days following the end of the last trip made during the period. Copies shall be sent at the same time by electronic means or by fax to the flag Member State and the Ministry responsible for fisheries in Kiribati.
 - The forms shall be filled in legibly in block capitals, and signed by the master of the vessel or their legal representative.
6. Where the provisions set out in this Chapter are not complied with, the Government of Kiribati reserves the right to suspend the licence of the offending vessel until formalities have been completed and to apply the penalty laid down in current Kiribati legislation.
7. The Director of Fisheries and the shipowners shall keep a copy of fax communications or e-mail messages until both parties have agreed to the final statement of fees due referred to in Chapter 1.
8. The shipowners of purse seine vessels shall provide copy of the landing receipt after completion of every fishing trip that took place totally or in part within the Kiribati fishing zone. If this provision is not complied with, the Director of Fisheries reserves the right to suspend the licence of the offending vessel until these formalities have been carried out and to apply the penalties provided for under Kiribati's national law.

CHAPTER IV – EMBARKING SEAMEN

1. Owners of tuna vessels and surface longliners shall employ ACP nationals, including Kiribati nationals, subject to the following conditions and limits:
 - for the fleet of tuna seiners, at least six ACP seamen shall be signed on during the tuna-fishing season in the Kiribati fishing zone,
 - for the fleet of surface longliners, at least four ACP seamen shall be signed on during the fishing season in the Kiribati fishing zone,
2. Shipowners shall endeavour to take on board additional Kiribati seamen.
3. Shipowners shall be free to select the seamen they take on board their vessels from the names on lists submitted by the competent authorities of the ACP countries concerned, including Kiribati.
4. Where contracts have been signed with Kiribati nationals, in accordance with point 1 of this Article, the shipowner or agent shall inform the competent Kiribati authorities

of the names of the local seamen taken on board the vessel concerned, mentioning their position in the crew.

5. The International Labour Organisation (ILO) Declaration on Fundamental Principles and Rights at Work shall apply as of right to seamen signed on by EU vessels. This concerns in particular the freedom of association and the effective recognition of the right to collective bargaining, and the elimination of discrimination in respect of employment and occupation.
6. The employment contracts of Kiribati seamen, in accordance with point 1 of this Article, shall be drawn up between the shipowners' agent(s) and the seamen and/or their trade unions or representatives in consultation with the Kiribati maritime authority. A copy shall be given to the signatories. These contracts shall guarantee the seamen the social security cover, applicable to them, including life assurance and sickness and accident insurance.
7. Seamen's wages shall be paid by the shipowners. They shall be fixed, before licences are issued, by mutual agreement between the shipowners or their agents and the authorities of the ACP country concerned. However, the wage conditions granted to local seamen shall not be lower than those applied to Kiribati crews and shall under no circumstances be below ILO standards.
8. All seamen employed aboard Community vessels shall report to the master of the vessel designated on the day before their proposed embarkation date. Where a seaman fails to report at the date and time agreed for embarkation, shipowners shall be automatically absolved of their obligation to take the seaman on board.
9. However, where no ACP seamen are taken on board for reasons other than that referred to in the previous point, Community shipowners shall be obliged to pay, for each day of the fishing trip in the waters of the ACP country concerned, a flat-rate amount of EUR 20 per day. The payment of this amount shall take place within the limits laid down in point I.2.6 of this Annex. Upon its entry into the Kiribati EEZ, Community shipowners will notify the number of ACP seamen on board.
10. This sum shall be used for training local seamen and shall be paid into the account specified by the authorities of the ACP country concerned.

CHAPTER V – TECHNICAL MEASURES

Vessels shall comply with the measures and recommendations adopted by WCPFC in the region regarding fishing gear and the technical specifications thereof and all other technical measures applicable to their fishing activities.

CHAPTER VI – OBSERVERS

1. At the moment of the vessel registration, all Community vessels shall contribute EUR 400 to a "Fisheries Observers Project Fund" to be paid into the Kiribati Government account No 4 in accordance with Article 2 (8) of the Protocol, cleared of any deductions.

2. Vessels authorised to fish in Kiribati waters under the Agreement shall take on board observers appointed by the WCPFC on the terms set out below.
 - At the request of the WCPFC Community vessels shall take on board an observer designated by the organisation in order to check catches made in Kiribati waters.
 - The WCPFC shall draw up a list of vessels designated to take an observer on board and a list of the appointed observers. These lists shall be kept up to date. They shall be forwarded to the European Commission as soon as they have been drawn up and every three months thereafter where they have been updated.
 - The WCPFC shall inform the shipowners concerned, or their agents, of the name of the observer appointed to be taken on board their vessel at the time the licence is issued, or no later than 15 days before the observer's planned embarkation date.
3. The time spent on board by observers shall be one fishing trip. However, at the express request of the WCPFC, this embarkation may be spread over several trips according to the average duration of trip for a particular vessel. This request shall be made by the competent WCPFC when the name of the observer appointed to board the vessel in question is notified.
4. The conditions under which observers are taken on board shall be agreed between shipowners or their agents and the competent WCPFC.
5. Observers shall be taken on board at a port chosen by the shipowner at the beginning of the first voyage in Kiribati waters after notification of the list of designated vessels.
6. Within two weeks and giving ten days' notice, the shipowners concerned shall make known at which ports in the subregion and on what dates they intend to take observers on board.
7. Where observers are taken on board in a port outside the subregion, their travel costs shall be borne by the shipowner. Should a vessel with a regional observer on board leave regional waters, all measures must be taken to ensure the observer's return as soon as possible at the expense of the shipowner.
8. If the observer is not present at the time and place agreed and during the twelve hours following the time agreed, shipowners shall be automatically absolved of their obligation to take the observer on board.
9. Observers shall be treated as officers. They shall carry out the following tasks:
 - observe the fishing activities of the vessels;
 - verify the position of vessels engaged in fishing operations;
 - perform biological sampling in the context of scientific programmes;

- note the fishing gear used;
 - verify the catch data for Kiribati waters recorded in the logbook;
 - verify the percentages of by-catches and estimate the quantity of discards of species of marketable fin-fish;
 - report fishing data by any appropriate means once a week while the vessel is fishing in Kiribati waters, including the quantity of catches and by-catches on board.
10. Masters shall do everything in their power to ensure the physical safety and welfare of observers during performance of their duties.
 11. As far as possible, observers shall be offered every facility needed to carry out their duties. The master shall give them access to the means of communication needed for the discharge of their duties, to documents directly concerned with the vessel's fishing activities, including in particular the logbook and the navigation log, and to those parts of the vessel necessary to facilitate the exercise of their tasks as observer.
 12. While on board, observers shall:
 - take all appropriate steps to ensure that the conditions of their boarding and presence on the vessel neither interrupt nor hamper fishing operations,
 - respect the material and equipment on board and the confidentiality of all documents belonging to the vessel.
 13. At the end of the observation period and before leaving the vessel, observers shall draw up an activity report to be transmitted to the WCPFC, with a copy to the master of the vessel.
 14. Shipowners shall bear the cost of accommodating observers in the same conditions as the officers, within the confines of the practical possibilities offered by the vessel.
 15. The salary and social contributions of the observer shall be borne by the WCPFC.
 16. The two parties shall consult each other, and interested third parties, as soon as possible as regards the definition of a system of regional observers and the choice of the competent regional fisheries organisation. Pending the implementation of a system of regional observers, vessels authorised to fish in Kiribati waters under the Agreement shall take on board, instead of regional observers, observers designated by the competent Kiribati authorities in accordance with the rules set out above.

CHAPTER VII – MONITORING

1. The European Community shall keep an up-to-date list of the vessels to which a fishing licence has been issued under this Protocol. This list shall be notified to the Kiribati authorities responsible for fisheries inspection as soon as it is drawn up and each time it is updated.

2. Entering and leaving the zone:

- Community vessels shall notify, at least three hours in advance, the Kiribati authorities responsible for fisheries inspection of their intention to enter or leave the Kiribati fishing zone, as described in Appendix IV. They shall also declare the total quantities and the species on board.
- When notifying leaving, vessels shall also communicate their position. This information should preferably be communicated by fax or, for vessels not equipped with a fax, by radio and by e-mail.
- Vessels found to be fishing without having informed the competent Kiribati authority shall be regarded as vessels in breach of the legislation.
- Vessels shall also be informed of the fax and telephone numbers and e-mail address when the fishing licence is issued.

3. Control procedures

- Masters of Community fishing vessels engaged in fishing activities in Kiribati waters shall allow and facilitate boarding and the discharge of their duties by any Kiribati official responsible for the inspection and control of fishing activities.
- These officials shall not remain on board for longer than is necessary for the discharge of their duties.
- Once the inspection has been completed, a certificate shall be issued to the master of the vessel.

4. Marking of vessels

Community vessels shall display external markings in accordance with FAO rules.

5. Satellite monitoring

All Community vessels fishing under this Agreement shall be subject to satellite monitoring in accordance with Appendix V. These provisions shall enter into force on the tenth day following notification by the Government of Kiribati to the Delegation of the entry into operation of the body responsible for satellite monitoring of Kiribati fishing vessels.

6. Boarding

- The competent Kiribati authorities shall inform the flag State and the European Commission, within no more than 24 hours, of all infringements and penalties imposed on Community vessels in Kiribati waters.
- The flag State and the European Commission shall at the same time receive a brief report of the circumstances and reasons leading to the boarding during which an infringement was cited.

7. Statement of boarding

- After the competent Kiribati authorities have drawn up a statement, the master of the vessel shall sign it.
- This signature shall not prejudice the rights of the master or any defence which he may make to the alleged infringement.
- The master shall take the vessel to the port indicated by the Kiribati authorities. In the case of minor infringements, the competent Kiribati authorities may authorise the boarded vessel to continue its fishing activities.

8. Settlement of boarding

- Before any judicial procedure, an attempt shall be made to resolve the presumed infringement through a compromise procedure. This procedure shall end no later than five working days after the entry into port pursuant the boarding.
- In the event of an amicable settlement, the amount of the fine shall be determined in accordance with Kiribati legislation.
- If the case cannot be settled by amicable procedure and has to be brought before a competent judicial body, a bank security set to take account of the boarding costs and the fines and compensation payable by the parties responsible for the infringement shall be paid by the shipowner into a bank account specified by the competent Kiribati authorities.
- The bank security shall be irrevocable until the legal proceedings have been concluded. It shall be released once legal proceedings end without a conviction. Similarly, in the event of a conviction leading to a fine of less than the security lodged, the balance shall be released by the competent Kiribati authorities.
- The vessel shall be released and its crew authorised to leave the port:
 - once the obligations arising under the amicable settlement have been fulfilled, or
 - when the bank security referred in the point (c) has been lodged and accepted by the competent Kiribati authorities, pending completion of the legal proceedings.

9. Transshipment

- All Community vessels wishing to tranship catches in Kiribati waters shall do so within Kiribati ports.
- The owners of such vessels must notify the information in accordance with the Appendix IV to the competent Kiribati authorities at least 48 hours in advance:

- Transshipment shall be considered as an exit from the Kiribati fishing zone. Vessels must therefore submit their logsheets to the competent Kiribati authorities and state whether they intend to continue fishing or leave the Kiribati fishing zone, in accordance with Appendix III A and III B.
 - Any transshipment of catches in the Kiribati fishing zone or not covered above is prohibited in the Kiribati fishing zone. Any person infringing this provision shall be liable to the penalties provided for by Kiribati law.
10. Masters of Community fishing vessels engaged in landing or transshipment operations in a Kiribati port shall allow and facilitate the inspection of such operations by Kiribati inspectors. Once the inspection has been completed, a copy of the inspection report shall be provided to the master of the vessel.

APPENDICES

I. REPUBLIC OF KIRIBATI REGISTER OF FISHING VESSEL APPLICATION FORM

II. APPLICATION FORM FOR A FISHING LICENCE

III A. SOUTH PACIFIC REGIONAL PURSE-SEINE LOGSHEET

III B. SOUTH PACIFIC REGIONAL LONGLINE LOGSHEET

IV. REPORTING DETAILS

V. VMS PROTOCOL

Republic of Kiribati Register of Fishing Vessel Application Form

Fisheries Licence & Enforcement Unit,

PO. Box 64, Bairiki,

Republic of Kiribati

Tel:(686) 21099

Fax: (686) 21120

E-mail:flue@mfmrd.gov.ki

INSTRUCTIONS:

- Underline surname.
- Address means complete mailing address.
- Clearly mark X where appropriate; if not typed, print clearly.
- All units Metric; specify units if other systems used.
- Affix a recent 6 X 8 inch colour side photo of the vessel to this application.
- Affix a recent passport size colour portrait photo of the Fishing Master (Fish Captain)

The Director of Fisheries,

I hereby apply for registration of a vessel on the National Fisheries Register.

Name of vessel _____ Apply Date ____ / __ / ____
(dd/mm/yy)

If this vessel was registered before, specify:

Old vessel name _____ Old call sign _____

Old registration number _____

Vessel Owner:

Vessel Operator:

Name _____ Name _____

Address _____ Address _____

Tel. _____ Tel. _____

Fax. _____ Fax _____

Country of Registration _____

Country of Registration Number _____

International Radio Call sign _____

Onboard Telephone No _____ Onboard Telex No _____

Home Port _____ Country _____

Operational Base(s):

Port 1 _____ Country1 _____

Port 2 _____ Country 2 _____

Vessel Master:

Fishing Master (Fish Captain):

Name _____ Name _____

Date of Birth _____ / _____ / _____ Date of Birth _____ / _____ / _____

(dd/mm/yy)

(dd/mm/yy)

Social Security No. _____ Social Security No. _____

Nationality _____ Nationality _____

Residence Address _____ Residence Address _____

Vessel Type:

Single Purse

Seiner Longliner

Group Purse Seiner

Pole and Liner

Purse Seine Carrier

Longline Reefer

Support Craft

Bunker

If other, specify _____

Usual Number of Crew _____

State(s) of Authorised Area of Operation _____

Hull Material : Steel Wood FRP Aluminium

If other, specify _____

Year Built _____ Place Built _____

Gross Tonnage _____ Overall Length _____

Main Engine(s) Power (specify units) _____

Maximum Fuel Carrying Capacity _____ Kilolitres/Gallons

Daily Freezing Capacity (more than one, if appropriate):

Method		Capacity	Temperature
		Metric tons/day	(C)
Brine (NaCl)	Br	_____	_____
Brine (CaCl)	CB	_____	_____
Air (Blast)	BF	_____	_____
Air (Coils)	RC	_____	_____
If other, specify:	_____	_____	_____

Storage Capacity (more than one, if appropriate):

Method		Capacity	Temperature
		Cubic Meters	(C)
Ice	IC	_____	_____
Refrigerated Sea Water	RW	_____	_____
Brine (NaCl)	BR	_____	_____
Brine (CaCl)	CB	_____	_____
Air (Coils)	RC	_____	_____

Complete either A, B, or C below as appropriate.

A. For Purse Seine Vessels:

Helicopter Reg. No. _____ Helicopter Model _____

Net Length (metres) _____ Net Depth (metres) _____

Power Block Net Pull _____ Kilos

Purse Winch Bare Drum Line Pull _____ Metres per minute

Doppler Current Meter Present? Y / N (please circle your response)

Bird Radar Present? Y / N (please circle your response)

Number of Wells:

Stern _____ Storage Capacity _____ St/Mt

Bow _____ Storage Capacity _____ St/Mt

Support Craft:

Skiff Length _____ Metre/Feet Power of Engine _____ HP/PS

Speed Boat 1 Length _____ Metre/Feet Power of Engine _____ HP/PS

Speed Boat 2 Length _____

Metre/Feet Power of Engine _____ HP/PS

Speed Boat 3 Length _____

Metre/Feet Power of Engine _____ HP/PS

B. For Longline Vessels:

Maximum Number of Baskets _____

Main Line Length in Km

Maximum Number of Hooks _____

Main Line Material _____

Line Shooter Present? Y / N (please circle your response)

C. For Support Craft:

Activities (more than one, if appropriate)

Light Boat

Scouting Boat

Anchor Boat

Aircraft

If other, specify _____

Fishing Vessel(s) Supported _____

I declare that the above information is true and complete. I understand, I am required to report within 30 days any changes to the above information, including the change in Vessel Master and Fish Captain during the period of registration. I further understand that failure to do so may affect good standing of my vessel on the Fishing Vessel Register.

Applicant:

Name _____ Signature _____

OWNER

CHARTERER

AUTHORISED AGENT _____

Address

Tel. No _____ Fax. No. _____ E-mail. _____

APPLICATION FORM FOR A FISHING LICENCE

- 1. New application or renewal :
- 2. Name of vessel and flag :
- 3. Period of validity : from to
- 4. Name of shipowner:
- 5. Address of shipowner:.....
- 6. Name and address of charterer (if different from 4 and 5):.....
- 7. Name and address of official representative in Kiribati:
- 8. Name of the captain of the vessel.....
- 9. Type of vessel :
- 10. Registration number : :
- 11. Vessel's external identification : :
- 12. Port and country of registration :
- 13. Overall length and breadth of vessel :
- 14. Gross and net tonnage :
- 15. Make and power of main engine :
- 16. Freezer capacity (t/d) :
- 17. Hold capacity (m³) :
- 18. Radio call sign and frequency :
- 19. Other communications equipment (telex, fax) :
- 20. Fishing applicants :
- 21. Number of crew broken down by nationality :
- 22. Number of fishing licence (in the case of a renewal, attach licence) :

I, the undersigned,....., certify that the above information is correct and undertake to comply therewith.

.....

.....

(Stamp and signature of shipowner)

(Date)

REPORTING DETAILS

REPORTS TO THE DIRECTOR OF FISHERIES

Tel: (686) 21099 Fax: (686) 21120 E-mail : flue@mfmrd.gov.ki

1 Reporting of Entry to the Zone

24 hours prior to entering the fishery limits:

- (a) Report code (ZENT);
- (b) Registration or Licence number;
- (c) Call sign or signal letters;
- (d) Date of entry (DD-MM-YY);
- (e) Time of entry (GMT);
- (f) Position of entry;
- (g) Total Catch on board by weight by species:

SKIPJACK (SJ)_____(Mt)

YELLOWFIN (YF)_____(Mt)

OTHERS (OT)_____(Mt)

e.g. ZENT/89TKS-PS001TN/JJAP2/11.10.89/0635Z/0230N;17610E/SK-510:YF-120:OT-10

2. Reporting of Departure from the Zone

Immediately upon leaving the fishery limits:

- (a) Report code (ZDEP);
- (b) Registration or Licence number;
- (c) Call sign or signal letters;
- (d) Date of departure;
- (e) Time of departure (GMT);
- (f) Position of departure;
- (g) Catch on board by weight by species:

SKIPJACK (SJ)_____(Mt)

YELLOWFIN (YF)_____(Mt)

OTHERS (OT)_____(Mt)

(h) Total catch in Zone by weight by species (like Catch on Board)

(i) Total fishing days (the actual number of days in which a set was made in the Zone)

e.g. ZDEP/89TKS-PS001TN/JJAP2/21.10.89/1045Z/0125S;16730E/SJ-450:YF-190:OT-4/SJ-42:BE-70:OT-1/14

3. Weekly position and catch reporting while within the Zone

Every Tuesday while within the fishery limits after the entry report or the last weekly report:

(a) Report code (WPCR);

(b) Registration or Licence number;

(c) Call sign or signal letters;

(d) Date of WPCR (DD:MM:YY);

(e) Reporting position;

(f) Catch since the last report:

SKIPJACK (SJ)____.(Mt)

YELLOWFIN (YF)____.(Mt)

OTHERS (OT)____.(Mt)

(g) Fishing days since the last report.

e.g. WPCR/89TKS-PS001TN/JJAP2/11.12.89/0140N;16710W/SJ-23:YF-9:OT-2.0/7

4. Port entry, including entry for transshipment, re-provisioning, discharging crew or emergency

At least 48 hours before the vessel enters port:

(a) Report code (PENT);

(b) Registration or Licence number;

(c) Call sign or signal letters;

(d) Date of reporting (DD:MM:YY);

(e) Reporting position;

(f) Port name;

(g) Estimated time of arrival (LST) DDMM:hhmm;

(h) Catch on board by weight by species:

SKIPJACK (SJ)____.(Mt)

YELLOWFIN (YF)____.(Mt)

OTHERS (OT)____.(Mt)

(i) Reason for visiting port

e.g. PENT/89TKS-PS001TN/JJAP2/24.12.89/0130S;17010E/BETIO
/26.12:1600L/SJ-562:YF-150:OT-4/TRANSSHIPPING

5 Port departure

Immediately after leaving port:

(a) Report code (PDEP);

(b) Registration or Licence number;

(c) Call sign or signal letters;

(d) Date of reporting (GMT) DD-MM-YY;

(e) Port name;

(f) Date and time of Departure (LST) DD-MM:hhmm

(g) Catch on board by weight by species:

SKIPJACK (SJ)____(Mt)

YELLOWFIN (YF)____(Mt)

OTHERS (OT)____(Mt)

(h) Next destination.

e.g. PDEP/89TKS-PS001TN/JJAP2/30.12.89/BETIO/29.12:1600L/SJ-0.0:YF-0.0:OT-
4/FISHING GROUND

6. Entry into or Departure from a Closed Area

At least 12 hours before entering and immediately after leaving the closed area:

(a) Report type (ENCA for entry and DECA for exit);

(b) Registration or Licence number;

(c) Call sign or signal letters;

(d) Date of ENCA or DECA;

(e) Time of ENCA or DECA (GMT) DD-MM-YY:hhmm;

(f) Position of ENCA or DECA (to one minute of arc);

(g) Speed and course

(h) Reason for ENCA

e.g. ENCA/89TKS-PS001TN/JJAP2/30.12.89:1645Z/0130S;17010E
/7:320/ENTER PORT

7. Refuelling Notice

At least 24 hours before refuelling from a licensed tanker:

- (a) Report type (FUEL);
- (b) Registration or Licence number;
- (c) Call sign or signal letters;
- (d) Date of reporting (GMT);
- (e) Position of reporting (to one minute of arc)
- (f) Amount of fuel on board (Kilolitres);
- (g) Estimated date of bunkering;
- (h) Estimated position of bunkering;
- (i) name of tanker.

e.g. FUEL/89TKS-PS001TN/JJAP2/06.02.90/0130S;17010E/35/08.02.90
/0131S;17030E/CHEMSION

8. Bunkering Activity Report

Immediately after refuelling from a licensed tanker.

- (a) Report type (BUNK);
- (b) Registration or Licence number;
- (c) Call sign or signal letters;
- (d) Starting date and time of bunkering (GMT) DD-MM-YY:hhmm;
- (e) Starting position of bunkering;
- (f) Amount of fuel received in kilolitres;
- (g) Ending time of bunkering (GMT);
- (h) Ending position of bunkering
- (i) Name of tanker.

e.g. BUNK/89TKS-S001TN/JJAP2/08.02.90:1200Z/0131S;17030E/160/08.02.90:
1800Z/0131S;17035E/CRANE PHOENIX

9. Transshipment Activity Report

Immediately after transshipping at an authorised port in Kiribati to a licensed carrier vessel.

- (a) Report type (TSHP);
- (b) Registration or Licence number;

- (c) Call sign or letters;
- (d) Date of discharge (DD-MM-YY);
- (e) Port of discharge;
- (f) Transhipped catch by weight by species;

SKIPJACK SJ)____.(Mt)

YELLOWFIN (YF)____.(Mt)

OTHERS (OT)____.(Mt)

- (g) Name of reefer carrier;
- (h) Destination of catch.

e.g. TSHP/89TKS-PS001TN/JJAP2/11.12.89/BETIO/SJ-450:YF-150:OT-0.0/JAPAN

STAR/PAGO PAGO

10. Completion Report

Within 48 hours after completing a trip by discharging catch at other fishing ports (outside Kiribati) including operational port, or home port.

- (a) Report type (COMP);
- (b) Vessel name;
- (c) Licence number;
- (d) Call sign signal letters;
- (e) Date of discharge (DD-MM-YY);
- (f) Discharged catch by species

SKIPJACK (SJ)____.(Mt)

YELLOWFIN (YF)____.(Mt)

OTHERS (OT)____.(Mt)

- (g) Name of port.

e.g. COMP/89TKS-PS001TN/JJAP2/26.12.89/SJ-670:YF-65:OT-0.0/BETIO

Protocol (VMS)

Provisions applicable to satellite monitoring of Community fishing vessels operating in the Kiribati EEZ

1. The provisions of this Protocol supplement the Protocol setting out the fishing opportunities and financial contribution provided for in the Fisheries Partnership Agreement between the European Community and the Republic of Kiribati on fishing off the coast of Kiribati for the period from 16 September 2006 to 15 September 2012 and apply in accordance with point 5 of “Chapter VII – Monitoring” in the Annex thereto.
2. All fishing vessels with an overall length exceeding 15 metres operating under the Fisheries Agreement between the European Community and Kiribati shall be tracked by satellite when fishing in the Kiribati EEZ.

For the purposes of the satellite tracking, the Kiribati authorities shall communicate to the Community party the latitude and longitude coordinates of the Kiribati EEZ.

The Kiribati authorities shall transmit this information in electronic form, expressed in decimal degrees (WGS 84).

3. The parties shall exchange information on X.25 addresses and the specifications for electronic data transmission between their Control Centres in accordance with 5 to 7. Such information shall include the following where they exist: names, telephone, telex and fax numbers, and e-mail addresses (Internet or X.400) which may be used for general communications between Control Centres.
4. The position of vessels shall be determined with a margin of error of less than 500 metres and a confidence interval of 99% .
5. When a vessel which is fishing under the Agreement and is the subject of satellite tracking pursuant to Community legislation enters the Kiribati EEZ, the subsequent position reports (vessel identification, longitude, latitude, course and speed) shall be transmitted immediately by the Control Centre of the flag State to the Kiribati Fisheries Monitoring Centre (FMC) at intervals of no more than three hours. The messages concerned shall be identified as position reports.
6. The messages specified at 5 shall be transmitted electronically in X.25 format, without any further protocol. They shall be communicated in real time in the format set out in Table II.
7. Where the continuous satellite monitoring equipment installed on board a fishing vessel develops a technical fault or breaks down, the master of the vessel shall transmit the information specified at 5 to the Control Centre of the flag State and the Kiribati FMC in good time. It will be necessary in those circumstances to send a global position report every eight hours. This global position report shall include the position reports as recorded by the master of the vessel on a three-hourly basis in accordance with the requirements laid down in point 5.

The Control Centre of the flag State shall send these messages immediately to the Kiribati FMC. The faulty equipment shall be repaired or replaced within a period of not more than one month. After this deadline, the vessel in question must leave the Kiribati EEZ.

8. The Control Centres of the flag States shall monitor the movements of their vessels in Kiribati waters. If the vessels are not being monitored in accordance with the conditions laid down, the Kiribati FMC shall be informed immediately this is discovered and the procedure laid down at 7 shall be applicable.
9. If the Kiribati FMC establishes that the flag State is not transmitting the information specified in point 5, the competent European Commission departments shall be informed immediately.
10. The monitoring data communicated to the other party in accordance with these provisions is intended solely for the purposes of the Kiribati authorities in controlling and monitoring the Community fleet fishing under the Fisheries Agreement between the European Community and Kiribati. Such data may not under any circumstances be communicated to other parties.
11. The satellite-tracking system software and hardware components shall be reliable and shall not permit the input or output of false positions or be capable of being manually overridden.

The system shall be fully automatic and operational at all times regardless of environmental and weather conditions. Destroying, damaging, rendering inoperative or tampering with the satellite-tracking system shall be prohibited.

Masters shall ensure that:

- data are not altered in any way;
 - the antenna or antennas connected to the satellite-tracking equipment are not obstructed in any way;
 - the power supply of the satellite-tracking equipment is not interrupted in any way; and
 - the satellite-tracking equipment is not removed from the vessel.
12. The parties agree to exchange upon request information on the equipment used for satellite monitoring, in order to ensure that each piece of equipment is fully compatible with the requirements of the other party for the purposes of these provisions.
 13. Any dispute over the interpretation or application of these provisions shall be the subject of consultation between the parties within the Joint Committee provided for in Article 9 of the Agreement.
 14. The parties agree to review these provisions, as appropriate.

**COMMUNICATION OF VMS MESSAGES TO KIRIBATI
POSITION REPORT**

Data Element	Code	Mandatory/ Optional	Comments
Start record	SR	O	System detail – indicates start of record
Recipient	AD	O	Message detail – recipient. Alpha 3 ISO country code
From	FR	O	Message detail – sender. Alpha 3 ISO country code
Flag State	FS	F	
Type of message	TM	O	Message detail – Message type “POS”
Radio call sign	RC	O	Vessel detail – international radio call sign of vessel
Contracting party internal reference number	IR	F	Unique contracting party number as flag State ISO-3 code followed by number)
External registration number	XR	O	Vessel detail – number marked on side of vessel
Latitude	LA	O	Vessel position detail – position in degrees and minutes N/S DDMM (WGS-84)
Longitude	LO	O	Vessel position detail – position in degrees and minutes E/W DDMM (WGS-84)
Course	CO	O	Vessel course 360° scale
Speed	SP	O	Vessel speed in tenths of knots
Dates	DA	O	Vessel position detail – date of record of UTC position (YYYYMMDD)
Time	TI	O	Vessel position detail – time of record of UTC position (HHMM)
End record	ER	O	System detail – indicates end of record

Character set. ISO 8859.1

Each data transmission is structured as follows:

- a double slash (//) and field code indicate the start of the message;
- a single slash (/) separates the field code and the data.

Optional data elements have to be inserted between the start and end of the record.

LIMITS OF THE KIRIBATI EEZ
COORDINATES of EEZ

COORDINATES OF THE KIRIBATI FMC

Name of FMC:

VMS Tel.:

VMS Fax:

VMS E-mail:

DSPG Tel.:

DSPG Fax:

Address X25 =

Declaration of entries/ex