

NAURU AGREEMENT CONCERNING COOPERATION IN  
THE MANAGEMENT OF FISHERIES OF COMMON INTEREST

The Federated States of Micronesia, the Republic of Kiribati, the Marshall Islands, the Republic of Nauru, the Republic of Palau, Papua New Guinea and Solomon Islands:

TAKING into account the work of the Third United Nations Conference on the Law of the Sea;

NOTING that in accordance with the relevant principles of international law each of the Parties has established an exclusive economic zone or fisheries zone (hereinafter respectively called "the Fisheries Zones") which may extend 200 nautical miles from the baselines from which their respective territorial seas are measured and within which they respectively and separately exercise sovereign rights for the purposes of exploring exploiting conserving and managing all living marine resources;

HAVING REGARD to the objectives of the South Pacific Forum Fisheries Agency Convention and in particular the promotion of regional co-operation and co-ordination of fisheries policies and the need for the urgent implementation of these objectives through regional or sub-regional arrangements;

CONSCIOUS of the exploitation of the common stocks of fish, both within the Fisheries Zones and in the water adjacent thereto, by the distant water fishing nations;

MINDFUL of their dependence, as developing island states, upon the rational development and optimum utilisation of the living resources occurring within the Fisheries Zones and in particular, the common stocks of the fish therein;

RECOGNISING that only by co-operation in the management of the Fisheries Zones may their peoples be assured of receiving the maximum benefits from such resources; and

DESIROUS of establishing, without prejudice to the sovereign rights of each Party, arrangements by which this may be achieved;

HAVE AGREED AS FOLLOWS:

## ARTICLE I

The Parties shall seek, without any derogation of their respective sovereign rights, to co-ordinate and harmonise the management of fisheries with regard to common stocks within the Fisheries Zones, for the benefit of their peoples.

## ARTICLE II

The Parties shall seek to establish a co-ordinated approach to the fishing of the common stocks in the Fisheries Zones by foreign fishing vessels and in particular:

- (a) shall establish principles for the granting of priority to applications by fishing vessels of the Parties to fish within the Fisheries Zones over other foreign fishing vessels;
  
- (b) shall establish, as a minimum, uniform terms and conditions under which the Parties may licence foreign fishing vessels to fish within the Fisheries Zones regarding:
  - (i) the requirement that each foreign fishing vessel apply for and possess a licence or permit;
  - (ii) the placement of observer on foreign fishing vessels;
  - (iii) the requirement that a standardized form of log book be maintained on a day-to-day basis which shall be produced at the direction of the competent authorities;
  - (iv) the timely reporting to the competent authorities of required information concerning the entry, exit and other movement and activities of foreign fishing vessels within the Fisheries Zones; and
  - (v) standardized identification of foreign fishing vessels;
  
- (c) seek to establish other uniform terms and conditions under which the Parties may licence foreign fishing vessels to fish within the Fisheries Zones, including:

- (i) the payment of an access fee, which shall be calculated in accordance with principles established by the Parties;
- (ii) the requirement to supply to the competent authorities complete catch and effort data for each voyage;
- (iii) the requirement to supply to the competent authorities such additional information as the Parties may determine to be necessary;
- (iv) the requirement that the flag States or organisations having authority over a foreign fishing vessel take such measures as are necessary to ensure compliance by such vessel with the relevant fisheries laws of the Parties; and
- (v) such other terms and conditions as the Parties may from time to time consider necessary.

### ARTICLE III

The Parties shall seek to standardise their respective licensing procedures and in particular:

- (a) seek to establish and adopt uniform measures and procedures relating to the licensing of foreign fishing vessels, including application formats, licensing formats and other relevant documents; and
- (b) explore the possibility of establish, without prejudice to the respective sovereign rights of the Parties, a centralised licensing system of foreign fishing vessels.

### ARTICLE IV

The Parties shall seek the assistance of the South Pacific Forum Fisheries Agency in establishing procedures and administrative arrangements for the exchange and analysis of:

- (a) statistical data concerning catch and effort by fishing vessels in the Fisheries Zones relating to the common stocks of fish; and
- (b) information relating to vessel specifications and fleet composition.

## ARTICLE V

1. The Parties shall seek the assistance of the South Pacific Forum Fisheries Agency in providing secretariat service for implementing and coordinating the provisions of this Agreement.
  
2. An annual meeting of the Parties shall be convened immediately preceding or following the regular session of the Forum Fisheries Committee in order to promote the implementation of this Agreement. Additional meetings may be convened at the request of three or more Parties. Such requests shall be communicated to the Director of the Forum Fisheries Agency who will inform the Parties.
  
3. With the concurrence of the Parties, members of the South Pacific Forum Fisheries Agency, not Parties to this Agreement, may attend, as observers, the meetings referred to in this Article.

## ARTICLE VI

The Parties shall, where appropriate, cooperate and coordinate the monitoring and surveillance of foreign fishing activities by:

- (a) arranging for the rapid exchange of information collected through national surveillance activities;
  
- (b) exploring the feasibility of joint surveillance; and
  
- (c) developing other appropriate measures.

## ARTICLE VII

The Parties shall seek to develop cooperative and coordinated procedures to facilitate the enforcement of their fisheries laws and shall in particular examine the various means by which a regime of reciprocal enforcement may be established.

#### ARTICLE VIII

Nothing contained in this Agreement shall be construed as a derogation of the rights and obligations undertaken by any of the Parties under the South Pacific Forum Fisheries Agency Convention or any other international agreement in effect on the date on which this Agreement enters into force.

#### ARTICLE IX

The Parties shall conclude arrangements where necessary to facilitate the implementation of the terms and to attain the objectives of this Agreement. The Parties concluding such arrangements shall lodge copies with the depositary of this Agreement.

#### ARTICLE X

1. This Agreement shall be open for signature by the States named in the preamble hereto and shall be subject to ratification.
2. This Agreement shall enter into force thirty days following receipt by the depositary of the fifth instrument of ratification. Thereafter it shall enter into force for any signing or acceding State thirty days after receipt by the depositary of an instrument of ratification or accession.
3. This Agreement shall be deposited with the Government of the Solomon Islands which shall be responsible for its registration with the United Nations.
4. Following entry into force, this Agreement shall be open for accession by other States with the

concurrence of all of the Parties to this Agreement.

5. Reservations to this Agreement shall not be permitted.

## ARTICLE XI

1. This Agreement is a binding international agreement concluded among States and is governed by international law.

2. Any Party may withdraw from this Agreement by giving written notice to the depositary. Withdrawal shall take effect on year after receipt of such notice.

3. any amendments to this Agreement proposed by a Party shall only be adopted by unanimous decision of the Parties.

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

DONE at Nauru this 11th day of February 1982

Federated States of Micronesia

Republic of Kiribati

Republic of the Marshall Islands

Republic of Nauru

Republic of Palau

Papua new Guinea

Solomon Islands

AN ARRANGEMENT IMPLEMENTING  
THE NAURU AGREEMENT  
SETTING FORTH MINIMUM TERMS AND CONDITIONS  
OF ACCESS TO THE FISHERIES ZONES OF THE PARTIES

Pursuant to Article II, III, VII and IX of the Nauru Agreement Concerning Co-operation in the Management of Fisheries of Common Interest, hereinafter referred to as the "Nauru Agreement", wherein the Parties thereto agreed to conclude arrangements to facilitate the implementation of the Nauru Agreement, the Federated States of Micronesia, the Republic of Kiribati, the Republic of the Marshall Islands, the Republic of Nauru, the Republic of Palau, Papua New Guinea and Solomon Islands,

HAVE AGREED AS FOLLOWS:

Article I

SOUTH PACIFIC FORUM FISHERIES AGENCY REGIONAL

REGISTER OF FISHING VESSELS

The Parties shall participate in, and comply with, the Procedures for the Establishment of Operation of the

South Pacific Forum Fisheries Agency Regional Register of Fishing Vessels, adopted by the South Pacific Forum Fisheries Committee at Apia, Western Samoa on 5 May 1983.

## Article II

### LICENSING TERMS AND CONDITIONS

The Parties shall establish the following minimum terms and conditions and utilize the following common formats in all of their subsequent foreign fishing agreements and their licensing requirements concerning foreign vessels fishing the common stocks of fish within the Fisheries Zones:

#### 1. Licensing Procedures

- (a) each foreign fishing vessel subject to his Arrangement shall be individually licensed;
- (b) applications for fishing licences shall be made by telex, cable, or letter to a Party or its designated representative;
- (c) payment, or the guarantee of payment, of licence fees shall be required prior to the issue of a licence;
- (d) upon receipt, the licence document shall be carried on the licensed vessel and produced on demand. Production of a current valid licence number, issued in accordance with the provisions herein, shall be sufficient evidence that a vessel is licensed, pending receipt of the licence document;
- (e) there shall be no refund of fees paid for the issue of a fishing licence;
- (f) there shall be not transfer of licences;

## 2. Authorised Personnel

The owner, charterer, operator, master or any other person responsible for the operation of a licensed vessel shall:

- (a) allow authorised personnel to board the licensed vessel at any location as determined by the licensing Party in consultation with the person responsible for the operation of the vessel, including at ports where voyages commence or at ports within the Fisheries Zones or at sea, and to remain on board;
- (b) permit authorised personnel to gather information relevant to the Fisheries Zones of any of the Parties;
- (c) provide maintenance for authorised personnel, including food, accommodation and medical care of a standard at least equivalent to that provided for officers of the licensed vessel;
- (d) allow authorised personnel access to facilities and equipment including satellite navigators, radios, other navigation aids and charts in order to carry out their duties on board the licensed vessel;
- (e) provide reasonable facilities for authorised personnel and assist them to carry out their duties.
- (f) allow authorised personnel access to catch on board for the purpose of collecting management related and biological information and sample;
- (g) disembark authorised personnel at an agreed location;
- (h) allow representatives of the Parties to be present at the unloading of the catch for the purpose of collecting management related and biological information and samples.

## 3. Catch Reporting and maintenance of Log Book

The owner, charterer, operator, master or any other person responsible for the operation of a licensed

vessel shall ensure the maintenance of catch data and log books in the following respects:

(a) keep daily catch and effort records on board the vessel within the Fisheries Zones on common catch data forms, the formats of which are set out in Appendix I;

(b) keep the relevant common catch data form current at all times and produce it on demand to any authorized personnel;

(c) make the data required on the regional catch data form available to the licensing Party or its representative within 45 days after the completion of each voyage.

#### 4. Timely Report of Catch, Entry and Exit

The owner, charterer, operator, master or any other person responsible for the operation of a licensed vessel, except vessels under 20 gross registered tons, shall report accordingly to instructions provided by the licensing Party, in the following respects:

(a) notice of entry of the vessel to the Fisheries Zone so the Party shall be given. Communication in this respect shall be made in the formats set out in Appendix II (1);

(b) the position of the vessel shall be reported while within the Fisheries Zone of the Party on a weekly basis together with the total catch of the vessel for the last seven days in the format as set out in Appendix II (2);

(c) at the time of exit from the Fisheries Zone of the Party, the vessel's position, the total amount of fish on board and the total catch for the days elapsed since either the entry report or the previous weekly report, as the case may be, shall be reported in the format as set out in Appendix II (3);

(d) where an agreement authorizes fishing in the zones of more than one party, the requirements of paragraphs (a) and (c) may be satisfied by reporting entry and exit into and from the combined zones of the Parties concerned.

#### 5. Identification of Licensed Vessels

The owner, charter, operator, master or any other person responsible for the operation of a licensed vessel shall ensure that the licensed vessel displays standard identification marks in the following respects:

- (a) the radio call sign of the vessel be displayed in a prominent position on the vessel where it can be readily identified from the air or sea;
- (b) in cases where the vessel does not possess a radio call sign, the vessel registration number be displayed in the manner described above;
- (c) the letters and numbers described above be at least one metre high, clear and distinct and coloured black on white, white on black or similar contrasting colours;
- (d) the vessel's name be painted clearly in English in large letters on the bow and stern of the vessel.

### Article III

#### LEGISLATIVE EFFECT

1. Each Party agrees to ensure compliance with the minimum terms and conditions of access set out in Article II of this Arrangement, if necessary by the enactment of legislation.
2. Each Party shall communicate to the Government of Solomon Islands, as the depositary of the Nauru Agreement, the text of any legislation it has enacted in order to give effect to this Agreement.

### Article IV

#### SIGNATURE AND EFFECT

1. This arrangement shall be open for signature by the Parties to the Nauru Agreement.
2. This Arrangement shall take effect 30 days following signature by the fourth Party. Thereafter, it shall take effect for any signing Party 30 days after receipt by the depositary of notification of signature.
3. This Arrangement shall be deposited with the Government of Solomon Islands.
4. Reservations of this Arrangement shall not be permitted.

#### Article V

#### WITHDRAWAL OR AMENDMENT

1. Any Party may withdraw from this Arrangement by giving written notice to the depositary. Withdrawal shall take effect one year after receipt of such notice.
2. Any amendments to this Arrangement proposed by a Party shall be adopted only by unanimous decision of the Parties to this Arrangement.

#### Article VI

#### THE NAURU AGREEMENT

This Arrangement is subordinated to and governed by the Nauru Agreement.

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

Federated States of Micronesia

Republic of Kiribati

Republic of the Marshall Islands

Republic of Nauru

Republic of Palau

Papua New Guinea

Solomon Islands

#### A SECOND ARRANGEMENT IMPLEMENTING THE

#### NAURU AGREEMENT SETTING FORTH ADDITIONAL TERMS AND CONDITIONS OF ACCESS TO THE FISHERIES ZONES OF THE PARTIES

Pursuant to Articles II, III, and IX of the Nauru Agreement Concerning Cooperation in the Management of Fisheries of Common Interest, hereafter referred to as the "Nauru Agreement", wherein the Parties thereto agreed to conclude arrangements to facilitate the implementation of the Nauru Agreement, the Federated States of Micronesia, the Republic of Kiribati, the Republic of the Marshall Islands, the Republic of Nauru, the Republic of Palau, Papua New Guinea and Solomon Islands.

HAVE AGREED AS FOLLOWS:

Article I

Licensing Terms and Conditions

In addition to those terms and conditions provided in Article II of An Arrangement Implementing the Nauru Agreement Setting Forth Minimum Terms and Conditions of Access to the Fisheries Zones of the Parties, the Parties shall establish the following minimum terms and conditions and utilize the prescribed common formats in all of their subsequent foreign fishing agreements and their licensing requirements concerning foreign vessels fishing the common stocks of fish within the Fisheries Zones and shall not issue licences unless the minimum terms and conditions and accepted and observed:

#### 1. Transshipment at Sea Prohibited

The owner, charterer, operator, master or any other person responsible for the operation of a licensed vessel (hereafter referred as "the operator") shall not tranship fish at sea whether such transshipment is done within a fisheries zones of a licensing Party or on the high seas and shall tranship only through ports designated by the licensing Party;

#### 2. High Seas Catch Reporting and Maintenance of Log Books

where a vessel is licensed to fish in one or more Fisheries Zones and is also used for fishing in the high seas during a fishing trip, the operator shall:

- (a) keep daily catch and effort records on board the vessel within the high seas on prescribed forms;
- (b) keep the relevant catch data form current at all times and produce it on demand to any authorized personnel; and
- (c) in accordance with the Minutes of an Agreement made in Palau on 19 September 1990, send by registered airmail to each licensing Party or its representative the following reports covering catch and effort in each Zone and high seas for the whole trip:
  - (i) a preliminary report within 14 days of the completion of a trip; and
  - (ii) a final report within 45 days of the completion of the trip.

### 3. Observers

Upon request by a licensing Party, observers shall be placed on board licensed vessels and the operator and/or fishermen's association and/or flag state government shall pay the costs of such observers including:

(a) full travel costs from the licensing country to the vessel and return;

(b) salary; and

(c) full insurance coverage.

## Article II

### Electronic Position and Data Transfer Technology

The operator and/or fishermen's association and/or flag state government shall ensure that an appropriate electronic positioning monitoring and data transfer device is installed and maintained in good working order on the vessel upon the request of the licensing Party.

## Article III

### Signature and Effect

1. This Arrangement shall be open for signature by the Parties to the Nauru Agreement.

2. This Arrangement shall take effect 30 days following receipt by the depositary of the fifth instrument of approval. Thereafter, it shall take effect for any signing party 30 days after receipt by the depositary of the instrument of approval.

3. This Arrangement shall be deposited with the Government of the Solomon Islands.

4. Reservations to this Arrangement shall not be permitted.

#### Article IV

##### Amendment and Withdrawal

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

2. Any amendment to this Arrangement proposed by the Party shall be adopted only by unanimous decision of the Parties to this Arrangement.

#### Article V

##### The Nauru Agreement

This Arrangement is subordinate to and governed by the Nauru Agreement.

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

DONE at Koror this 19th day of September 1990

Federated States of Micronesia

Republic of Kiribati

Republic of the Marshall Islands

Republic of Nauru

Republic of Palau

Papua New Guinea

Solomon Islands