



CERTIFICATE OF ADOPTION
OF
THE AMENDMENTS TO THE FIRST ARRANGEMENT IMPLEMENTING THE NAURU
AGREEMENT SETTING FORTH MINIMUM TERMS AND CONDITIONS OF ACCESS TO
THE FISHERIES ZONES OF THE PARTIES

RECALLING the Bikenibeu Declaration wherein Ministers looked forward to the development of new initiatives including increasing employment of PNA nationals on fishing vessels operating in PNA waters;

NOTING the Koror Declaration and PNA Leaders call to initiate management practices that will enhance commercial and economic opportunities for the Parties through optimum utilization of the tuna fishery;

DESIRING to impose mandatory PNA crewing as a minimum term and condition of access through amendment to the First Implementing Arrangement

I HEREBY CERTIFY that on the occasion of the Fourth Special Meeting of Fisheries Ministers of the Parties to the Nauru Agreement, the Parties **HAVE UNANIMOUSLY AGREED** to adopt amendments to the First Implementation Arrangement contained in Annex I (and incorporated in the First Implementing Arrangement, Annex II).

Dated this day of November 2010

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MattlanZackhras
Ministerial Chairman of PNA

ANNEX I

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

Amendments Agreed at the Fourth Special Meeting of Fisheries Ministers of Parties to the Nauru Agreement 25-26 November 2010, Majuro, Republic of the Marshall Islands

Amendment to Chapeau

- i) Insert the words “ and Tuvalu” after “Solomon Islands”

Amendment to Article II Licensing Terms and Conditions

- ii) Insert a new subparagraph 6 title “Minimum Crewing Requirements”

“It shall be a condition of fishing in the waters of the Parties that from 1 January 2012, fishing vessels operating in PNA waters shall be required to have a minimum number of PNA nationals as crew. The minimum number shall be a percentage of the total crew and will be prescribed in a Crewing Programme to be developed by the Parties. The minimum number shall increase over time in accordance with the Crewing Programme.”

ANNEX II

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

Pursuant to Articles I, 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, Solomon Islands and Tuvalu,

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 and operations 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 their subsequent foreign fishing access agreements and their licensing requirements concerning foreign fishing vessels fishing the common stocks of fish within the Fisheries Zones.

1. Licensing Procedures

- (a) Each foreign fishing vessel subject to this Arrangement shall be individually licensed;
- (b) Applications for fishing licenses shall be made by telex, cable or letter to a Party or its designated representative;
- (c) Payment, or the guarantee of payment, of license fees shall be required prior to the issue of a license;

- (d) Upon receipt, the license document shall be carried on the licensed vessel and produced on demand. Production of a valid current license number, issued in accordance with the provisions herein, shall be sufficient evidence that a vessel is licensed, pending receipt of the license document;
- (e) There shall be no refund of fess paid for the issue of a fishing license;
- (f) There shall be no transfer of licenses.

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 authorized personnel to gather information relevant to the Fisheries Zones of any of the Parties;
- (c) provide maintenance for authorized personnel, including food, accommodation and medical care of a standard at least equivalent to that provided to Officers of the licensed vessel;
- (d) allow authorized personnel access to facilities and equipment including satellite navigators, radios and other navigation aids and charts in order to carry out their duties on board the licensed vessel;
- (e) provide reasonable facilities for authorized personnel to assist them to carry out their duties;
- (f) allow authorized personnel access to catch on board for the purpose of collecting management related and biological information and sample;
- (g) disembark authorized 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 samples.

3. Catch Reporting and Maintenance of Logbook

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;
- (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 Zones of the Party shall be given. Communication in this respect shall be made in the format 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 zones of more than one Party, the requirements of paragraphs (a) and (b) 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, charterer, 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 on black on white, white on black or similar contrasting colours;
- (d) The vessel's name be printed clearly in English in large letters on the bow and stern of the vessel.

6. Minimum Crewing Requirement

It shall be a condition of fishing in the waters of the Parties that from 1 January 2012, fishing vessels operating in PNA waters shall be required to have a minimum number of PNA nationals as crew. The minimum number shall be a percentage of the total crew and will be prescribed in a Crewing Programme to be developed by the Parties. The minimum number shall increase over time in accordance with the Crewing Programme.

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 Arrangement.

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 for each signatory immediately upon signature.
3. This Arrangement shall be deposited with the Government of the Solomon Islands.
4. Reservations to this Arrangement shall not be permitted.

ARTICLE V ***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 a Party shall be adopted only by unanimous decision of the Parties to this Arrangement.

ARTICLE VI ***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 Majuro, Marshall Islands this day of November 2010

Federated States of Micronesia

Republic of Kiribati

Republic of the Marshall Islands

Republic of Nauru

Republic of Palau

Papua New Guinea

Solomon Islands

Tuvalu

ANNEX II

PNA Program Document on Mandatory PNA National Crewing on all Purse Seine Vessels Fishing in PNA Waters

Introduction

This Programme Document sets out key elements for the implementation of the PNA Mandatory Crewing Programme.

Key Elements the PNA Crewing Programme

- **Initial Implementation**

As at 1st January, 2012, all purse seine vessels licensed in PNA waters will be required to have a minimum of at least 10%¹ of PNA nationals as crew when fishing in waters of the Parties. This requirement will be validated off crew manifests on commencement and completion of trips and also through monitoring of crew lists as collected by Observers.

Subject to review by the Parties, the requirement will increase to 20% from January 1, 2015.

While the parties have adopted a program in support of minimum crew training, it is anticipated that in the initial stages of program implementation, crew will be sourced from the existing pool of certified or experienced PNA crew.

Fleet and vessel operators will be expected to utilise the services of Pacific Island crewing agents in sourcing suitably qualified and experienced crew.

The Parties will monitor the implementation of this Programme in association with immigration and customs officials.

- **Crew Training**

The Parties have agreed that the mandatory crewing program should be supported by a program of mandatory minimum training and certification for all PNA crew on purse seine vessels.

The minimum training and certification requirements will not apply to PNA crew with two years of documented employment on purse seine vessels.

This minimum standard training will be available through PNA training institutions but may also be adopted by fleets or boat owners who opt to develop a program to train their own crews. The minimum standard training will include the following:

- a. Pre-sea: STCW² compliant training that includes safety, first aid, fire-fighting, emergency response, and survival.

¹ This means that for example, a vessel with 23 crew must have three PNA national crew.

² The International Convention on Standards of Training, Certification and Watchkeeping for Seafarers (or STCW) sets qualification standards for masters, officers and watch personnel. The 1978 STCW Convention was the first to establish basic watchkeeping requirements on an international level. Previously the standards of training,

- b. Basic seamanship: knots, splices, cranes, rigging.
- c. Tuna purse seine fishing: parts of the vessel/gear, principles of purse seining, role/function of crew, and hazards of purse seining.
- d. Life on board: Customs, both general and specific to purse seine vessels of Taiwan, Japan, Korea, USA, China, Philippines and others; including use of alcohol, mealtimes/food, chain of command, sleep, social interactions, pay, time off, personal hygiene, hazing, and rights/responsibilities/obligations of crew.
- e. Language: names of the parts of the vessel and gear, common phrases used aboard purse seine vessels of Taiwan, Japan, Korea, USA, China, Philippines and others.

- **Managing non-compliance**

Vessels who are unable to comply with the minimum levels of PNA crewing will need to apply to PNA for a Crewing Waiver which will be granted on receipt of a fee of US\$35,500. The cost of the Crewing Waiver will rise at 20% per annum. Vessels who do not comply will also be asked to justify their non-compliance and produce a plan under which they will meet the minimum standard.

The Crewing Waiver will be administered by the PNA Office in Majuro. Fisheries Administrations reporting non-compliance will advise the PNA Office and the vessel concerned will be advised in correspondence of the Waiver conditions.

Crewing Waiver funds collected by the PNAO will be retained for distribution to PNA crew training institutions to support the ongoing training of PNA crew.

A vessel that pays the Crewing Waiver to the PNA Office shall be deemed as having complied with the minimum crewing requirement for the period of the Waiver.

- **Employment contract arrangements and terms and conditions**

Adequate contractual arrangements and employment provisions should be in place from the onset of the program. Crew contract agreements should include the following provisions:

- a. Contract duration
- b. Provision for insurance
- c. Crew repatriation terms and conditions
- d. Crew remuneration details including:
 - The salary level
 - Any bonus and how calculated
 - Whether salary is inclusive of work for catch offloading
 - Payment arrangements in the event of sickness/injury (both on and off vessel)
 - Severance pay - payments due in situations of non-completion of contract (due to company/vessel, due to crewman, including any compassionate reasons)
 - Any pay withheld until completion of contract – and any conditions placed on release of funds

certification and watchkeeping of officers and ratings were established by individual governments, usually without reference to practices in other countries.

- Leave pay – if there is such a benefit, and how it is accumulated and paid for
 - (for salaries based on tonnage or trip), a definition of a trip, including work expected at the end
 - Provisions for remittance of money
- e. Defining contracting parties (companies and/or agents)
 - f. Provision of signed contract to each crew
 - g. Applicable laws
 - h. Dispute resolution

PNA is also concerned to ensure that PNA national crew are fairly treated and live and work in clean and sanitary conditions with suitable levels of sustenance so as to ensure good health and productivity and fair and reasonable conditions of work.

In early program implementation this will be taken as a matter of good faith and the extent to which this matter requires intervention will be considered in the context of program implementation and development review.

PNA will prepare a standard employment contract agreement. .

- **The role of crewing agents**

There are a number of existing and established crew agencies in PNA ports and both vessel operators and agencies are encouraged to be proactive in the utilisation of agency services.

Agencies will be encouraged to establish registers of available crew and to work closely with training institutions in ensuring that there are well trained and qualified personnel available for purse seine employment.

- **PNA crew aspirations**

Employment in more senior positions on board purse seine vessels requires proven performance and experience and on the job training. The Parties expect advancement for PNA crew over time and this will be taken into account in future arrangements for the Programme.

Review

The Parties may review this Programme Document from time to time.

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