

TOKELAU ARRANGEMENT FOR THE MANAGEMENT OF THE SOUTH PACIFIC ALBACORE FISHERY

THE PARTICIPANTS

RESPONDING to the call by Fisheries Ministers for urgent action to address the depletion of the South Pacific albacore stock and to re-build the economic viability of domestic vessels of the small island developing coastal States and territories within the South Pacific Ocean;

DETERMINED to ensure the long-term conservation and sustainable use of South Pacific albacore fish stocks for present and future generations;

TAKING into account the United Nations Convention on the Law of the Sea 1982, in particular Articles 56(1)(a), 61, 62 and 73, and the United Nations Agreement for the Implementation of the Provisions of the United Nations Convention on the Law of the Sea of 10 December 1982 relating to the Conservation and Management of Straddling Fish Stocks and Highly Migratory Fish Stocks;

HAVING REGARD to the objectives of the South Pacific Forum Fisheries Agency Convention 1979 and the Western and Central Pacific Convention for the Conservation and Management of Highly Migratory Fish Stocks 2004 and in particular the promotion of regional cooperation and coordination of fisheries policies and the need for implementation of these objectives through regional and sub-regional arrangements;

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

FURTHER RECOGNISING that this will require a management regime which maintains the ecological relationship between dependent and associated populations, prevents any decrease in the size of harvested populations below those necessary to ensure their stable recruitment, economically viable fishing operations, and avoids adverse impacts upon the marine environment and must be carried out only on the basis of economically and environmentally sound practices, effectively monitored and enforced;

MINDFUL of the dependence of small island developing states and territories of the Western and Central Pacific upon the rational development and utilization of the living marine resources and the continued abundance of these resources;

WELCOMING any FFA non-member State or Territory which has an Exclusive Economic Zone overlapping the effective range of the stocks covered by this Arrangement to become an Associate Participant;

HAVE MADE THE FOLLOWING ARRANGEMENT:

1. DEFINITIONS AND INTERPRETATIONS

1.1 In this Arrangement –

(a) “Fisheries Management Area” (hereinafter referred to as “the Area”) means the exclusive economic zones or fisheries zones (hereinafter referred to as ‘exclusive economic zones’) of the Participants and Associate Participants hereto within which vessels taking stocks within the Scope of the Arrangement operate.

(b) “fishing vessel” means any vessel used or intended for use for the purpose of fishing, including support ships, carrier vessels and any other vessel directly involved in such fishing operations;

(c) “Participant” means an FFA member signatory to this Arrangement, and “Participants” means all such signatories;

(d) “Associate Participant” means a State or Territory Associated with this Arrangement under Paragraph 8.

2. OBJECTIVE

2.1 The objective of this Arrangement is to promote optimal utilisation, conservation and management of stocks within the scope of this Arrangement through the development of management approaches for:

- i) maximising economic returns, employment generation and export earnings from sustainable harvesting of these resources;
- ii) supporting the development of domestic and locally based fishing industries;
- iii) securing an equitable share of fishing opportunities and equitable participation in fisheries for these resources for the Participants;
- iv) increasing control of the fishery for the Participants;
- v) enhancing data collection and monitoring of the fishery;
- vi) promoting effective and efficient administration, management and compliance; and encouraging collaboration between the Participants.

3. SCOPE OF THE ARRANGEMENT

3.1 The understandings found in this document will apply to all fisheries that take south Pacific albacore tuna, whether specifically targeted or taken as bycatch, wherever they may occur in the Area. This Arrangement does not create legally binding rights or obligations.

4. MANAGEMENT MEETINGS

4.1 The Participants to this Arrangement will meet at least once a year for the purpose of reviewing the status of stocks within the scope of this Arrangement and to establish necessary measures for their management and conservation. To the extent practicable, Management Meetings will be held as part of existing fisheries meetings to minimise costs of participation.

4.2 Associate Participants will be invited to attend Management Meetings.

4.3 The functions of the Management Meeting are -

(a) to consider all available information including scientific data relating to catch, bycatch and operations of fishing vessels taking stocks under the Scope of the Arrangement and economic and socioeconomic information relating to the impact of the fishery on Participants, and to commission studies to acquire such information as necessary;

(b) to consider management measures or Management Schemes, which may include, but are not limited to -

(i) the regulation of fishing catch and/or effort and mitigation of bycatch by fishing vessels operating within the Scope of this Arrangement. ;

(ii) the implementation of a harvest strategy, including consideration of precautionary target and limit reference points, indicators and harvest control rules for any fish stock under the Scope of the Arrangement, if not already regionally agreed;

(iii) the definition of catch allocation units, and the determination of zone limits and inter-zone trading mechanisms;

(iv) the establishment of cooperative measures to restore or add local value to the fishery through mechanisms such as the use of allocation units as equity in joint ventures, allocation unit pooling and multi-zone access schemes, subregional agreements on minimum licencing fees, and subregionally-applied standards for licenced foreign vessels to land a proportion of catch at designated ports, or to employ a proportion of local crew and officers;

(v) the consideration of mechanisms for quantifying by zone the burden of conservation falling upon Participants and Associate Participants as a result of any management measure, with a view to determining whether such burden falls disproportionately on a Small Island Developing State or Territory; and the development of mechanisms for removing or otherwise compensating for any such disproportionate burden;

(vi) the establishment of fishing gear restrictions, closed areas and closed seasons; and

(vii) the establishment and publication of a regularly updated list of vessels licenced to fish commercially in the fisheries waters of each Participant and Associate Participants or authorised by them to fish in the high seas of the WCPFC Convention Area, and taking stocks covered by the Scope of this Arrangement; and

(viii) any other matter deemed necessary from time to time.

(c) the more effective development and implementation of Conservation and Management Measures of the WCPFC applicable to stocks within the Scope of the Arrangement;

(d) the referral of matters for consideration by Special Working Groups as may be considered necessary from time to time; and

(e) if deemed necessary, the adoption of a budget for the management of stocks and the determination of the level of contributions by Participants and Associate Participants.

4.4 As a transitional measure until a Management Meeting implements Paragraph 4.3 (b) (iii), the Catch Allocation Unit will be one tonne of south Pacific albacore tuna (*Thunnus alalunga*), and zone limits will be those agreed by FFC 89 based on the recommendations of the FFC Sub-Committee on South Pacific Tuna and Billfish.

4.5 The Management Meeting will also consider the development of a mechanism to include binding management measures or Management Schemes.

5. DECISIONS OF THE MANAGEMENT MEETING

5.1 The decisions of the Management Meeting will be arrived at by consensus and will apply to the Participants.

5.2 Associate Participants will take part in decisions on measures or paragraphs which they have decided to implement according to a Memorandum of Understanding under Paragraph 8 and will otherwise participate as observers.

5.3 Each Participant and Associate Participant will be responsible for ensuring that its nationals and fishing vessels comply with any applicable management measures adopted by the Management Meeting.

6. SPECIAL WORKING GROUPS

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

6.2 Each Participant and Associate Participant will have the right to appoint a representative to any Special Working Group.

6.3 Where expertise is not available amongst representatives of Participants and Associate Participants, the Management Meeting may invite external experts to participate in the meetings of the Groups. The costs of external experts' participation may be met by Participants and Associate Participants to this Arrangement.

6.4 The recommendations of any Special Working Groups will be submitted in writing to the Management Meeting for consideration.

7. INFORMAL CONSULTATIONS WITH OTHER STATES AND INTERNATIONAL ORGANISATIONS

7.1 The Participants recognise the need to cooperate with other states or international organisations having an interest in the fisheries within the Scope of the Arrangement.

7.2 The Participants decide that such cooperation will take place through informal consultations between the Participants and other states or international organisations.

8. ASSOCIATION WITH THE ARRANGEMENT

8.1 Upon this Arrangement coming into effect, an FFA member or any FFA non-member State or Territory which has an exclusive economic zone overlapping the effective range of the stocks covered by this Arrangement may become an Associate Participant to this Arrangement by entering into a Memorandum of Understanding in the form adopted by the Management Meeting.

8.2 The minimum requirement to qualify as an Associate Participant under paragraph 8.1 will be a commitment by the Associate Participant to implement catch limits for species under the scope of this Arrangement within its exclusive economic zone provided that such limits are calculated in a way that is fully compatible with calculation of limits for other zones covered by this Arrangement.

9. SECRETARIAT

9.1 The Director General and staff of the Pacific Islands Forum Fisheries Agency will assist the Participants, and Associate Participants as necessary, to the extent possible, in the implementation and coordination of the provisions of this Arrangement, including providing Secretariat and Technical services to the Management Meeting and Special Working Groups.

10. CONSULTATIONS AND SETTLEMENT OF DIFFERENCES

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

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

11. FINAL PROVISIONS

11.1 This Arrangement will be open for signature by FFA members whose exclusive economic zones overlap the stocks within the scope of the Arrangement and will remain open for signature indefinitely.

11.2 This Arrangement will come into effect 14 days following signature by five FFA members.

11.3 After this Arrangement comes into effect, it will be open for association by other members of the FFA and by other island Territories in accordance with the procedure set out in paragraph 8.

11.5 Any amendments to this Arrangement proposed by a Participant or Associate Participant will be mutually decided by all Participants.

11.6 Any amendments will be incorporated in this Arrangement and will come into effect immediately after the Management Meeting that approves the amendment.

11.7 Any Participant or Associate Participant may terminate their participation in this Arrangement by giving twelve months' written notice to the FFA.

11.8 The FFA will retain a copy of the signed Arrangement.

The foregoing represents the understandings reached between the Participants.

NOTE:

The Arrangement came into effect on 15th December 2014

Signatories – and their zone limits (tonnes catch of albacore) until such time as a management scheme that addresses paragraph 4.3(b)(iii) is agreed (see Para 4.4) – are:

Country	Signature date	Transitional Limit on catch of albacore (t) in zone
Tokelau	01 November, 2014	2,500
Vanuatu	25 November, 2014	8,376
Australia	30 November, 2014	2,526
Cook Islands	30 November, 2014	9,698
New Zealand	30 November, 2014	6,700
Niue	30 November, 2014	2,500
Samoa	30 November, 2014	4,824
Tonga	30 November, 2014	2,500
Tuvalu	30 November, 2014	2,500
Fiji	04 December, 2014	7,294
Solomon Islands	31 December, 2014	14,500