



*THE HARMONISED MINIMUM TERMS AND CONDITIONS FOR  
ACCESS BY FISHING VESSELS*

**As amended by FFC110 (May 2019)**

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## **PART I: INTRODUCTION**

The Harmonised Minimum Terms and Conditions for Access by Fishing Vessels (MTCs) constitute one of the FFA Members key strategic tools to regulate access to their waters. They are a fundamental mechanism for setting leading standards for FFA Members to protect, as well as maximise their benefits from, their fisheries resources.

The Forum Fisheries Committee has the responsibility for adopting and amending MTCs as they see fit. These MTCs are adopted as *minimum* standards of access and do not preclude any member from adopting more stringent standards.

### ***1. Definitions***

These definitions shall, unless otherwise specified, apply to these MTCs and to the FFA Vessel Register, and are recommended to FFA members for incorporation into their national regulatory frameworks.

- (a) “Automatic Location Communicator” (ALC) or Mobile Transceiver Unit (MTU) means a Forum Fisheries Agency (FFA) approved device placed on a fishing vessel that transmits either in conjunction with another device or devices or independently information concerning the position, fishing and such other activities of the vessel as may be required.
- (b) “by-catch” means all living and non-living organisms incidentally caught while fishing for target species, including any by-products and discards forming part of the catch not retained on board the vessel during such fishing operation;
- (c) “Vessel Monitoring System” or “VMS” means the systems employed by FFA members and coordinated by the FFA to monitor the position and activities of fishing vessels for the purpose of effective management of fisheries.
- (d) “fish aggregating device” means an object or group of objects, of any size, that has or has not been deployed, that is living or non-living, including but not limited to buoys, floats, netting, webbing, plastics, bamboo, logs and whale sharks floating on or near the surface of the water that fish may associate with;
- (e) "fishing" means:
  - (i) searching for, catching, taking or harvesting fish;
  - (ii) attempting to search for, catch, take or harvest fish;
  - (iii) engaging in any other activity which can reasonably be expected to result in the locating, catching, taking or harvesting of fish for any purpose;
  - (iv) placing, searching for or recovering fish aggregating devices or associated electronic equipment such as radio beacons;
  - (v) any operations at sea directly in support of, or in preparation for, any activity described in sub-paragraphs (i) to (iv);

- (vi) use of any other vessel, vehicle, aircraft or hovercraft, for any activity described in sub-paragraphs (i) to (v) except for emergencies involving the health and safety of the crew or the safety of a vessel.
- (f) "foreign fishing vessel" means any vessel, ship or other craft which is used for, equipped to be used or of a type that is normally used for fishing which operates in the fisheries waters of an FFA Member and is not part of the domestic fleet of that FFA member.
- (g) "licensing member" or "FFA member" means a party to the South Pacific Forum Fisheries Agency Convention, 1979.
- (h) "operator" means any person who is in charge of, directs or controls a vessel, including the owner, charterer and master;
- (i) "transshipment" means the transfer of all or any of the fish on board a fishing vessel to another vessel either at sea or in port, and does not include net sharing;
- (j) "zone" means the exclusive economic zone or fisheries zone of an FFA member of the Pacific Islands Forum Fisheries Agency.

## **PART II: NATIONAL LAWS AND LICENCES**

### **2. *Compliance with National Laws***

The operator shall comply with the national laws of an FFA member. The operator shall be responsible for the compliance by the vessel and its crew with such national laws, and the vessel shall be operated in accordance with those laws.

### **3. *Licence***

A foreign fishing vessel applying for a licence to fish in a FFA member's waters shall provide the minimum information contained in Annex 1. The licence or a duly certified copy, facsimile or email confirmation thereof shall be carried on board at all times.

## **PART III: MONITORING, CONTROL AND SURVEILLANCE**

### **4. *Good Standing on the FFA Vessel Register***

- (a) A foreign fishing vessel shall not be issued with, or hold, a fishing licence unless that vessel has good standing on the FFA Vessel Register.
- (b) The certificate of good standing on the FFA Vessel Register or a duly certified copy, facsimile or email confirmation thereof shall be carried on board at all times.

### **5. *Registration***

- (a) A foreign fishing vessel shall not be issued with, or hold, a fishing licence unless that vessel is registered on the Western and Central Pacific Fisheries Commission Record of Fishing Vessels.

### **6. *Control and Monitoring of Transshipment***

- (a) A fishing trip shall be deemed to have ended at such time as any or all of the fish on board the vessel are removed from the vessel, either ashore or onto another vessel except for the transfer of catch by a licensed group seiner to its licensed carrier vessel.

(b) The operator of a foreign fishing vessel shall:

(i) not tranship at sea under any circumstances except for the transfer of catch by a licensed group seiner to its licensed carrier vessel which is in good standing on the FFA Vessel Register;

(ii) provide 72 hours notice to a licensing member of a request to transship any or all of the fish on board and shall provide the name of the vessel, its international radio call sign, its position, the catch on board by species, the time and port where such transshipment is requested to occur, and an undertaking to pay all fees required under the laws of the licensing member;

(iii) only transship at the time, port, and approved designated areas authorised for transshipment by the licensing country;

(iv) submit full reports on transshipping on the prescribed forms;

(v) allow and assist any person identified as an officer of the licensing member full access to and use of facilities and equipment which the officer may determine is necessary to carry out his or her duties; have full access to the bridge, fish on board and areas which may be used to hold, process, weigh and store fish; remove samples; have full access to the vessel's records, including its log and documentation for the purpose of inspection and photocopying; and gather any other information required to fully monitor the activity;

(vi) shall not assault, obstruct, resist, delay, refuse boarding to, intimidate or interfere with any such officer in the performance of his or her duties; and

(vii) shall pay all fees required under the laws of the licensing member.

(c) Notwithstanding paragraph 6(b)(i) and where specifically authorised by the licensing authority, the operator of a foreign longline vessel may transship at sea provided that the vessel:

(i) only transfers catch to a licensed carrier vessel which is in good standing on the FFA Vessel Register; and

(ii) complies with the requirements set out in paragraphs 6(b)(ii), (iv)-(vii); and

(iii) either has an observer on board that longline vessel or on the carrier vessel; or

(iv) is equipped with cameras and sensors which record the vessel's activities as required and specified by the licensing authority.

## **7. *Maintenance and Submission of Catch Logs in Zones and on High Seas***

The operator shall:

(a) duly complete in the English language, daily reports in the prescribed form of:

(i) all catch; and

(ii) by-catch by species;

taken in the fishery waters of the licensing member including the high seas and shall certify that such information is true, complete and accurate;

- (b) ensure that accurate records are maintained and submitted to the licensing member of all catch discarded at sea and all by-catch transhipped or unloaded offshore;
- (c) provide to the licensing member or its representative on the prescribed form:
  - (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 a trip.
- (d) The reports in sub-paragraphs (a)-(c) shall be provided in the format required by the licensing authority, including email or other electronic means.

#### **8. *Vessel Reporting Requirements***

- (a) The operator shall provide to the licensing member or its representative information relating to the position of, catch and observer on board, the vessel, as described in Annex 2 in the manner notified by a licensing member as follows:
  - (i) each Wednesday;
  - (ii) within a reasonable time of entry into and departure from the zone of any licensing member as determined by the licensing member;
  - (ii) within a reasonable time prior to the estimated time of entry into any port of a licensing member as determined by the licensing member; and
- (b) The operator shall also provide, after each fishing trip, landing and out-turn documentation, and landing and dock receipts to the licensing member or its representative.
- (c) The reports in sub-paragraphs (a)-(b) shall be provided in the format required by the licensing authority, including email or other electronic means.

#### **9. *Observers***

- (a) The operator and each member of the crew of a vessel shall allow and assist any person identified by an FFA member as an observer to:
  - (i) board the vessel for scientific, compliance, monitoring and other functions;
  - (ii) embark at a place and time agreed to;
  - (iii) have full access to and use of all facilities and equipment on board which the observer may determine is necessary to carry out his or her duties, including:
    - (A) full access to the bridge, fish on board, and areas which may be used to hold, process, weigh and store fish;
    - (B) remove samples;
    - (C) full access to the vessel's records including its logs and documentation for the purpose of records inspection and copying;
    - (D) reasonable access to navigation equipment, charts, and radios;
    - (E) other information relating to fishing;
  - (iv) disembark at an agreed place and time; and
  - (v) carry out all duties safely.

(b) The operator or any crew member of the vessel shall not assault, obstruct, resist, delay, refuse boarding to, intimidate or interfere with an observer in the performance of his or her duties.

(c) The operator shall provide the observer, while on board the vessel, at no expense to the licensing member, with officer level accommodation, food and medical facilities.

(d) The following costs of the observer shall be met by the operator:

(i) full travel costs from the licensing member to and from the vessel as applicable;

(ii) salary or allowance, as applicable;

(iii) full insurance coverage for the observer to and from, and on, the vessel, which shall include the components set out in paragraph 9A(e)(ii-iii);

(iv) a two-way communication satellite device and a waterproof personal lifesaving beacon, and the operating costs of such devices, as required and specified by the observer service provider; and

(v) all other costs associated with observers performing their duties as an observer.

(e) The operator will provide:

(i) a copy of the insurance coverage policy for an observer; and

(ii) the associated certificate of currency for that policy

to that observer's provider and to any national fisheries authorities in whose waters the vessel is licensed to fish.

#### **9A. Observer Safety**

(a) The operator shall be responsible for the health and safety of the Observer while he or she is on board the vessel throughout the duration of the trip.

(b) The operator shall immediately rectify any conditions that may cause serious health and safety issues to the observer, not limited to availability of basic safety equipment and general sanitation, on board the vessel.

(c) The operator shall immediately cease fishing, report to the observer service provider and facilitate the replacement and transfer<sup>1</sup> of the observer under the following circumstances:

(i) where the observer is incapacitated from performing his or her duties due to sickness or injuries that require immediate medical attention;

(ii) where the health, including mental health or safety of the observer is at risk;

(iii) where the observer has been assaulted, harassed or intimidated; or

(iv) where the operator has been directed to do so by the observer service provider or the licensing authority for reasons of the safety and wellbeing of the observer.

(d) Where the observer is missing or presumed fallen overboard, or as applicable where the observer has passed away, the operator shall:

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<sup>1</sup> The operator shall consult with the observer service provider, and the replacement and transfer of the observer shall only take place with the consent of the observer service provider. At the direction of the observer service provider, the operator may be ordered back to port.

- (i) immediately cease all fishing activities, activate search and rescue protocols then conduct a search immediately for at least 72 hours or as otherwise directed by authorities;
  - (ii) report the incident immediately to the observer service provider including the vessel's position where the incident happened;
  - (iii) alert other vessels in the vicinity by using all available means of communication;
  - (iv) whether or not the search is successful, return the vessel for further investigation to the nearest port as designated by the observer service provider; and
  - (v) provide a full report to the observer service provider and appropriate authorities on the incident and fully cooperate with the investigation, while remaining in port until further notice.
- (e) The operator shall be responsible for the following, as required and specified by the observer service provider:
- (i) the cost of all safety equipment to be used by the observer;
  - (ii) in the event of injury or illness of the observer, full repatriation and medical costs, as applicable, where the observer is returned to port for medical reasons;
  - (iii) in the event of injury or death of the observer, to pay for the autopsy, funeral expenses, and adequate costs for medical, repatriation, loss of earnings, and other related expenses as applicable;
  - (iv) in the event of death of the observer, to ensure that the body is well preserved for the purposes of an autopsy and investigation.
- (f) The operator shall assist the observer service provider to replace or disembark the observer at the nearest port where any member of the immediate family, namely spouse, child or parent, is seriously ill or has died.

### ***10. Observer Coverage***

The operator:

- (i) shall ensure 100% observer coverage on purse seine vessels; and
- (ii) shall ensure at least 5% observer coverage on longline vessels.

### ***11. Appointment of an agent***

- (a) The flag State government and/or fishermen's association and/or vessel operator shall nominate, appoint and maintain an agent who shall be resident in a licensing member and who shall have authority to receive and respond to any legal process and shall notify the licensing member of the name and address of such agent.
- (b) Any communication, information, document, direction, request or response to or from that agent shall be deemed to have been sent to, or received from the (flag State government and/or fishermen's association and/or) vessel operator.

### ***12. Foreign Fishing Vessels in Transit***

- (a) Foreign fishing vessels navigating through ("transiting") the exclusive economic zone shall be required to have all fishing equipment on board stowed or secured in such a manner that it is not readily available to use for fishing.

(b) The operator of any foreign fishing vessel, not licensed and navigating through the exclusive economic zone shall report its name, IRCS, flag registration, date and time, position (to 1 minute of arc), compliment, intended activity, and catch on board, as described in Annex 2, to the designated authority of the respective member electronically or manually, as follows:

- (i) As prescribed distance or time interval prior to entry into the exclusive economic zone;
- (ii) Upon entry into the exclusive economic zone;
- (iii) At prescribed time intervals while within the exclusive economic zone;
- (iv) Upon departure from the exclusive economic zone; and
- (v) At any other times determined or directed by the respective member.

### ***13. Application of MTCs in Port***

FFA members shall take measures through legislation or regulations and in accordance with international law to exercise powers of port State over fishing vessels in their ports, whether or not they are authorised to fish in those members' EEZs. Such measures shall include the power to board fishing vessels and inspect their documentation, and carry out such other measures necessary for the conservation and management of fish stocks.

### ***14. Enforcement***

- (a) The operator and each member of the crew shall, while in any zone of an FFA member, immediately comply with every instruction and direction given by an authorised and identified officer including to stop, move to a specified location and to facilitate safe boarding and inspection of the vessel, its licence, gear, equipment, records, facilities, fish and fish products;
- (b) the operator and each member of the crew shall facilitate and assist in any action by an authorised officer of a member and shall not assault, obstruct, resist, delay, refuse boarding to, intimidate or interfere with an authorised officer in the performance of his or her duties;
- (c) an authorised officer shall conduct each boarding and inspection as much as possible in a manner so as not to interfere unduly with the lawful operation of the vessel;
- (d) the operator shall ensure the continuous monitoring of the international distress and calling frequency 2182 khz (HF), and the international safety and calling frequency 156.8 Mhz (channel 16, VHF-FM) to facilitate communication with the fisheries management, surveillance and enforcement authorities of a member;
- (e) the operator shall ensure that a recent and up to date copy of the International Code of Signals (INTERCO) is on board and accessible at all times;
- (f) for fisheries surveillance and marine safety purposes, every vessel shall be marked and identified in accordance with the FAO approved Standard Specifications for the Marking and Identification of Fishing Vessels as set out in Annex 3.

### ***15. Vessel Monitoring System***

- (a) The vessel monitoring system shall be implemented by the operation of an FFA Vessel Register as set out in Annex 4.
- (b) The operator shall apply for registration on the FFA Vessel Register on the prescribed form each year and meet all the registration requirements including payment of the prescribed

fee, and installation of a FFA Type Approved ALC/MTU on board in accordance with the manufacturers' guidelines.

(c) The operator shall not interfere with, tamper with, alter, damage or disable the ALC/MTU, impede the operation of the ALC/MTU, or move or remove the ALC/MTU from the installed position without providing prior notification to the appropriate authority.

(d) The operator shall ensure that the ALC/MTU is switched on and must be reporting normally, consistently and automatically to the FFA VMS at all times during the period of validity of the licence.

(e) The operator or his or her authorized agent, upon notification by the [insert name of licensing member, appropriate authority] that the vessel's ALC has failed to transmit, shall ensure that position reports are communicated every 4 hours to [insert name of authority delegated by the licensing member/appropriate authority] in the manner set out in Annex 1.

(f) If it is not possible to make position reports, or if the [insert name of authority delegated by licensing member/appropriate authority] directs, the master of the vessel must immediately stow the fishing gear and take the vessel directly to a port as set out in Annex 1.

#### ***16. Identification etc. of Fish Aggregating Devices***

The operator shall ensure that any fish aggregating device or devices (FAD) used by its vessel are clearly marked and identified, and that information about such marking and identification mark(s), and the area where the FAD is deployed is provided to the licensing member.

#### ***17. Pre-Fishing Inspections***

Where appropriate, a foreign fishing vessel shall not be issued with a fishing licence unless a pre-fishing inspection is carried out by the licensing member or its authorised nominee for purpose of:

- (a) verifying the catch, if any, on board the vessel; and
- (b) ensuring that the vessel complies with accepted international pre-fishing practices as described in Annex 5.

### **PART IV: FISHERIES MANAGEMENT**

#### ***18. Area measures***

The operator of a foreign fishing vessel shall not undertake any fishing or related activity in the area bounded by the Exclusive Economic Zones of the Cook Islands to the west, French Polynesia to the east and Kiribati to the north.

#### ***19. Target species measures***

The operator of a purse seine vessel fishing between 20°N and 20°S shall ensure that:

- (i) all bigeye, skipjack and yellowfin taken by that vessel is retained on board to be landed or transshipped at port, except (a) where in the final set, there is insufficient well space to accommodate all fish caught in that set, noting that excess fish taken in the last set may be transferred to and retained on board another purse seine vessel

- provided this is not prohibited under the national law of the licensing member; (b) when the fish are unfit for human consumption for reasons other than size and (c) when serious malfunction of equipment occurs;
- (ii) there is no setting on FADs between 0001 hours GMT on 1 July and 2359 hours GMT on 30 September each year;
  - (iii) there is no setting at night between 0001 hours GMT on 1 July and 2359 hours GMT on 30 September each year.

## **20. *Non-target species and by-catch measures***

- (a) The operator shall undertake fishing in such a manner so as to minimise the impact on non-target and by-catch species, including through the implementation of the following:
  - (i) In pelagic longline or vertical longline fisheries that target tunas and tuna-like species, and are not directed at sharks, vessels shall not be permitted to use wire trace as branch lines or leaders;
  - (ii) Vessels shall land sharks with all fins, including the tail fin, naturally attached in order to guarantee that no finning occurs and facilitate the collection of critical data about shark mortality. Fins may be cut so they can be folded but must remain naturally attached and not be completely severed from the whole carcass.
- (b) The operator of a purse seine vessel shall ensure there is no setting on a tuna school associated with a whale shark. In the event a whale shark is unintentionally encircled, the operator shall take steps to ensure its safe release and the incident is reported.

## **21. *Ecosystem measures***

The operator shall ensure fishing is undertaken in a manner that minimises pollution, waste, discards, catch by lost or abandoned gear, catch of non-target species, and impacts on associated or dependent species and ecosystems. This includes the following measures:

- (i) Vessels are prohibited from deliberately disposing of non-biodegradable waste at sea, including metals, plastics, and parts of fishing gear.
- (ii) Vessels are prohibited from dumping or abandoning fishing gear, and must report any fishing gear lost at sea.

## **PART V: LABOUR/EMPLOYMENT CONDITION**

### **22. *Crew Employment Conditions***

- (a) The Operator shall be responsible for the health, welfare and safety of the Crew while he or she is on board the vessel throughout the duration of the contract.
- (b) The Operator shall ensure that a written contract is executed and signed between the operator or through a representative of the Operator and the Crew before the commencement of employment which shall contain the particulars as set out in Annex 6.
- (c) The Operator shall observe and respect any form of basic human rights of the Crew in accordance with accepted international human right standards.

- (d) The Operator shall take all reasonable steps to ensure that Crew are not assaulted or subject to torture, cruel, inhumane or degrading treatment and shall treat all crew with fairness and dignity.
- (e) The Operator shall be responsible for the provision to Crew for health protection and management for sickness, injury or death while employed or engaged or working on a vessel at sea or in a foreign port. In the event of injury or sickness, medical care shall be provided free of charge to the crew.
- (f) The Operator shall in the event of death notify relevant authority as soon as practicable and ensure that the body is well preserved for the purposes of an autopsy, investigation, and shall undertake immediate repatriation of the body to the nearest appropriate available port.
- (g) The Operator shall be responsible for advising the Crew's next of kin in the event of an emergency.
- (h) The Operator shall provide a decent and regular remuneration to the Crew.
- (i) The Operator shall provide repatriation of the Crew to his or her point of hire and all related cost where the contract is terminated as follows:
  - (i) The contract is expired whilst the crew is still abroad
  - (ii) The crew cannot perform his or her duty due to sickness or other medical reasons
  - (iii) Where the contract is terminated in accordance with the signed contract.
- (j) The Operator shall ensure that Crew are given regular periods of rest of sufficient length to ensure safety and health in accordance with international standards.
- (k) The Operator shall be responsible to ensure:
  - (i) that the vessel is safe in accordance to accepted international standards on safety of vessels; and
  - (ii) the safety of Crews on board and the safe operation of the vessel and to provide on-board occupational safety and health awareness training.
- (l) The Operator shall provide the following at no cost to the Crew:
  - (i) full travel costs from the point of hire to and from the vessel;
  - (ii) full insurance coverage, to and from, and on, the vessel throughout the duration of the contract.
  - (iii) Copy of the insurance policy.
  - (iv) Appropriate and adequate safety equipment and tools;
  - (v) Appropriate accommodation which shall be in a clean, decently and habitable condition and is maintained in a good state of repair taking into regard the comfort, the health and safety of the crew.
  - (vi) Appropriate sanitary facilities which are hygienic and in a proper state of repair,
  - (vii) An adequate amount of suitable food and water having regards to the crew's health, religious requirements and cultural practices in relation to food.
- (m) The Operator prohibits deduction from crew wages by any party for any expenses related to work.

## ANNEX 1

### List of Minimum Vessel Information Data Fields Required for Foreign Vessel Fishing Licence

Number	Data Field
1.	Name of Fishing Vessel
2.	Flag of vessel
3.	International Radio Call Sign (if issued)
4.	Flag State Registration Number
5.	FFA Vessel Register ID number
6.	FFA Vessel Registration Start Date
7.	FFA Vessel Registration End Date
8.	Vessel Type
9.	Size of Vessel (Specify length unit)
10.	Gross Tonnage or GRT (Specify)
11.	Year Built (year of initial launch)
12.	WCPFC Identification Number (WIN)
13.	Global Record UVI (if issued) or IMO number
14.	Name of Licence Holder
15.	Full Address of Licence Holder
16.	Licence/Permit Number
17.	Licence/Permit Start Date (dd/mm/yyyy)
18.	Licence/Permit End Date (dd/mm/yyyy)
19.	Authorised Fishing Method
20.	Authorised Target Species
21.	ALC/MTU Details (Make, Model, Unit Serial Number)
22.	Vessel Contact details (including Phone, email etc)
23.	Registration number and Make of Helicopter if any to be carried on vessel (PS vessels).
24.	Registration number, Make of any aircraft used in association with fishing activities.

25.	Name and full address of the operator of any aircraft used in association with fishing activities.
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## SUMMARY OF SELECTED LICENCE TERMS AND CONDITIONS

1. The Operator shall comply with all laws and regulations of the licensing member.
2. The Master shall keep this licence (or a certified copy), together with any endorsement(s), and the vessel's certificate of good standing on the FFA Vessel Register on board at all times.
3. Fishing is not permitted in designated closed areas.
4. The vessel shall clearly display, on both sides and the deck, its international radio call sign or the country (flag State) registration number.
5. The Master shall complete in English, daily, catch reports (logsheets) and submit them, along with true copies of the landing and out-turn documentation, and landing slips and dock receipts, to the issuing authority or its representative, in a final report within 14 days of the completion of a trip.
6. The Master shall provide to the issuing authority, or its representative, information relating to the position of, catch and observer on board, the vessel, in the manner notified by the issuing authority as follows:
  - (i) each Wednesday;
  - (ii) within a reasonable time of entry into and departure from the fisheries waters as determined by the issuing authority;
  - (ii) within a reasonable time prior to the estimated time of entry into any port of the issuing authority as determined by the issuing authority; and
7. The Master shall provide 72 hours notice of a request to transship fish or re-provision the vessel. The vessel may only transship in an approved port and at a time and shall operate under such conditions as are specified by the issuing authority, including the provision of a report of the transshipment activity.
8. The Master shall allow an authorised and identified officer to board the vessel for the purpose of inspection and examination.
9. The operator shall install, maintain and operate a registered ALC/MTU at all times and in accordance with the manufacturer's specifications and operating instructions and FFA standards.
10. The operator shall ensure that no person tampers or interferes with the ALC/MTU and that the ALC/MTU is not altered, damaged or disabled.
11. The operator shall ensure that the ALC/MTU is not removed without the prior permission of the licensing authority.
12. The operator shall ensure that the ALC/MTU is switched on and is operational at all times during the period of validity of the licence.

13. The operator or his or her authorised agent, upon notification by the licensing member/ appropriate authority that the vessel's ALC has failed to report, shall ensure that reports containing the vessel's name, call sign, position (expressed in Latitude and Longitude to minutes of arc), and date and time of the report, are communicated to *[insert delegated authority]* at intervals of 4 hours or such shorter period as specified by the delegated authority, commencing from the time of notification of the failure of the ALC. Such reports must continue until such time the ALC is confirmed operational by the licensing member/ appropriate authority.
14. If it is not possible to make any one or more of the further position reports as above, or when the delegated authority so directs, the master of the vessel must immediately stow the fishing gear and take the vessel directly to a port identified by the licensing member/appropriate authority, and as soon as possible, report to the delegated authority that the vessel is being, or has been, taken to port with gear stowed.
15. Vessels are required to land sharks with all fins, including the tail fin, naturally. Fins may be cut so they can be folded but must remain naturally attached and not be completely severed from the carcass.

*Additional conditions for purse seine vessels*

16. All bigeye, skipjack and yellowfin tuna caught while fishing between 20°N and 20°S shall be retained, unless it is the final set of a trip and there is insufficient well space, the fish are unfit for human consumption for reasons other than size, or when serious malfunction of equipment occurs.
17. Vessels fishing between 20°N and 20°S are prohibited from setting on FADs during the period 1<sup>st</sup> July to 30<sup>th</sup> September.
18. Vessels fishing between 20°N and 20°S are prohibited from setting at night during the period 1<sup>st</sup> July to 30<sup>th</sup> September.
19. Vessels are prohibited from setting on a tuna school associated with a whale shark. In the event that a whale shark is unintentionally encircled the operator shall take steps to ensure its safe release and report the incident to national authorities.

*Additional conditions for longline vessels*

20. Vessels targeting tunas and tuna-like species shall not be permitted to use wire trace as branch lines or leaders.

**FAILURE TO COMPLY WITH THESE AND OTHER TERMS AND CONDITIONS OF THE LICENCE, NATIONAL LAWS AND REGULATIONS MAY, IN ADDITION TO ANY JUDICIAL PENALTIES THAT MAY BE INCURRED, RESULT IN THE SUSPENSION OR CANCELLATION OF THE LICENCE, EITHER TEMPORARILY OR PERMANENTLY.**

## ANNEX 2

### **REPORTING DETAILS UNDER PARAGRAPH 6**

- (A) Weekly Reports
  - (i) report type (WEEK);
  - (ii) date and time (GMT/UTC);
  - (iii) vessel name; or
  - (iv) international call sign or country (flag state) registration number; or
  - (v) licence number;
  - (vi) position (to one minute of arc);
  - (vii) catch on board by weight by species;
  - (viii) intended action; and
  - (ix) observer name and nationality.

as: WEEK/DDMMYY/TIME/VESSEL NAME/CALL SIGN/LICNO/LA 1111/LO11111/SJ  
xxx YF xxx BEY xxx ALB xxx OTH xxx/INTENDED ACTION/OBSERVER  
NAME AND NATIONALITY

- (B) Zone Entry and Exit Reports
  - (i) report type (ZENT for entry and ZEXT for exit);
  - (ii) data and time (GMT/UTC);
  - (iii) vessel name; or
  - (iv) international call sign or country (flag state) registration number; or
  - (v) licence number;
  - (vi) position (to one minute of arc);
  - (vii) catch on board by weight by species;
  - (viii) intended action; and
  - (ix) observer name and nationality.

as: ZENT (or ZEXT) DDMMYY/TIME/VESSEL NAME/CALL SIGN/LIC NO/LA 111/LO  
11111/SJ xxx YF xxx BEY xxx ALB xxx OTH xxx /INTENDED ACTION/OBSERVER  
NAME AND NATIONALITY

(C) Port Entry (including for unloading) Reports

- (i) report type (PENT);
- (ii) date and time (GMT/UTC )
- (iii) vessel name; or
- (iv) international call sign or country (flag state) registration number; or
- (v) licence number;
- (vi) position (to one minute of arc);
- (vii) catch on board by weight by species;
- (viii) estimated time of entry into port (GMT);
- (ix) port name;
- (x) intended action; and
- (ix) observer name and nationality.

as: PENT/DDMMYY/TIME/VESSEL NAME/CALL SIGN/LIC NO/LA 1111/LO 11111/SJ  
xxx YF xxx BEY xxx ALB xxx OTH xxx /PORT/ETA/INTENDED ACTION/OBSERVER  
NAME AND NATIONALITY

(D) Transit Reports

- (i) report type (TRANSIT);
- (ii) date and time (GMT);
- (iii) vessel name;
- (iv) international call sign or country (flag state) registration number;
- (v) position (to one minute of arc);
- (vi) compliment;
- (vii) intended activity;
- (viii) catch on board by weight by species;

as: TRANSIT/DDMMYY/TIME/VESSEL NAME/CALL SIGN/LA 1111/LO 11111/Crew  
10/INTENDED ACTIVITY/SJ xxx YF xxx BEY xxx ALB xxx OTH xxx.

## **ANNEX 3**

# **SUMMARY OF THE FAO STANDARD SPECIFICATIONS FOR THE MARKING AND IDENTIFICATION OF FISHING VESSELS**

### **Introduction**

The specifications below were endorsed by the Eighteenth Session of the FAO Committee on Fisheries, Rome April 1989, for adoption by States as a standard system to identify fishing vessels operating, or likely to operate in waters of States other than those of the flag State.

### **1. Basic System**

1.1 Vessels shall be marked with their International Telecommunications Union (ITU) Radio Call Signs (IRCS).

1.2 Vessels not provided with an IRCS shall be marked with the characters allocated by the ITU to the flag State and followed by the license or registration number assigned by the flag State. In such cases a hyphen shall separate the ITU characters and the assigned number.

1.3 Apart from the vessel's name or identification and port of registry the marking system specified shall be the only other vessel identification mark consisting of letters and numbers painted on the hull or superstructure.

### **2. Application**

2.1 The markings shall be prominently displayed at all times:

- (i) on the vessel's side or superstructure, port and starboard;
- (ii) on a deck; Should an awning or other temporary cover obscure the mark, the awning or cover shall also be marked. Deck marks shall be placed athwartships with the top of the numbers or letters towards the bow.

2.2 Marks shall be placed as high as possible above the water line. The flare of the bow and the stern shall be avoided.

2.3 The marks shall:

- (i) be placed so that they are not obscured by the fishing gear whether stowed or in use;
- (ii) be clear of the flow from scuppers and overboard discharges including areas which might be damaged or discoloured from the catch of certain species;
- (iii) not extend below the waterline.

2.4 Boats, skiffs and craft carried by the vessel for fishing operations shall bear the same mark as the vessel concerned.

### **3. Technical Specifications**

3.1 Block lettering and numbering shall be used throughout.

3.2 The height (h) of the letters and numbers shall be in proportion to the size of the vessel in accordance with the following:

(i) for marks placed on the hull or superstructure:

<u>Length of vessel overall (LOA) in meters (m)</u>	<u>Height of letters and numbers in meters (m)</u>
25m and over	1.0m
20m but not less than 25m	0.8m
15m but less than 20m	0.6m
12m but less than 15m	0.4m
5m but less than 12m	0.3m
Under 5m	0.1m

(ii) for marks placed on deck: the height shall be not less than 0.3m for all classes of vessels of 5m and over.

3.3 The length of the hyphen shall be half the height of the letters and numbers.

3.4 The width of the stroke for all letters, numbers and the hyphen shall be  $h/6$ .

3.5 The space between letters and/or numbers shall not exceed  $h/4$  nor be less than  $h/6$

3.6 The space between adjacent letters having sloping sides shall not exceed  $h/8$  nor be less than  $h/10$ , for example A V.

3.7 The marks shall be:

(i) white on a black background; or

(ii) black on a white background.

3.8 The background shall extend to provide a boarder around the mark of not less than  $h/6$ .

3.9 The marks and background shall be maintained in good condition at all times.

## PROCEDURES FOR THE OPERATION OF THE FFA VESSEL REGISTER

### 1. **RESPONSIBILITY**

1.1. The Forum Fisheries Committee (hereinafter referred to as “the Committee”) retains the primary responsibility for providing general policy and administrative guidance for the operation of the FFA Vessel Register.

1.2. The Committee shall meet from time to time to review the operation of the FFA Vessel Register.

1.3. The Committee delegates to the Director-General the responsibility for detailed administration of the FFA Vessel Register according to such guidance as the Committee, from time to time, might provide.

### 2. **REGISTRATION REQUIREMENTS**

2.1. All applications for registration shall contain the information required on the prescribed form.

2.2. Where applicable, every application shall be accompanied by a valid flag State authorisation to fish.

2.3. An application for registration and notification of variation in the information provided in the application, shall be delivered to the Director-General by the applicant.

2.4. Any information required to be recorded, or to be notified, communicated or reported shall be true, complete and correct. Any change in circumstances which has the effect of rendering any such information false, incomplete or misleading shall be notified to the Director-General in writing immediately.

2.5. The Director-General shall review IUU Vessel Lists as a background check on each vessel that is the subject of an application for registration. An application for registrations from any fishing vessel which is listed in any of the following IUU lists shall be rejected:

(a) WCPFC IUU list ([www.wcpfc.int](http://www.wcpfc.int))

(b) IATTC IUU list ([www.iattc.org](http://www.iattc.org));

(c) IOTC IUU list ([www.iotc.org](http://www.iotc.org));

(d) ICCAT IUU list ([www.iccat.int](http://www.iccat.int));

(e) SPRFMO IUU list (<https://www.sprfmo.int/>);

(f) CCSBT IUU List (<https://www.ccsbt.org/>);

(g) Any other RFMO IUU list; and

(h) CCAMLR IUU List (<https://www.ccamlr.org/>).

2.6. Registration shall be an annual requirement and the period of validity of registration shall be one (1) year. Applications for registration may be made at any time, but in no case shall

the period of validity of that registration extend beyond one (1) year following the date on which the registration is accorded.

2.7 When applying for Good Standing on the FFA Vessel Register:

- (a) any vessel 100GT or more is required to provide a UVI/IMO number; and
- (b) any vessel less than 100GT that has a UVI/IMO number is required to provide that number.

**3. IMPLEMENTATION OF GOOD STANDING REQUIREMENT**

3.1. FFA members shall not license a foreign fishing vessel or a support vessel unless that fishing vessel or support vessel is in good standing on the FFA Vessel Register and registered on the WCPFC Record of Fishing Vessels.

3.2 Each FFA member shall notify the governments, associations and independent operators responsible for the operation of foreign fishing vessels which have or might be expected to fish within their EEZs of the FFA Vessel Register requirements, the requirement of good standing on the FFA Vessel Register and registration on the WCPFC Record of Fishing Vessels as conditions of licensing, and that any fees which may be required hereunder are the administration costs and have no bearing on licence or access fee.

**4. CONFIRMATION OF REGISTRATION**

4.1 The Director-General shall accord registered status on the FFA Vessel Register to a foreign fishing vessel which meets the following requirements when registering:

- (a) the vessel is not on an IUU Vessel List;
- (b) duly completed application form has been received;
- (c) the specified levy has been received; and
- (d) automatic position reports are being received from the vessel by the FFA VMS;

The Director-General shall notify the applicant and all FFA members accordingly.

**5. CRITERIA FOR WITHDRAWAL OR SUSPENSION OF GOOD STANDING**

5.1 Good standing may be withdrawn if:

- (a) the vessel operator has been convicted of a serious offence against the fisheries laws or regulations of an FFA member and has not fully complied with any civil or criminal judgement in respect of such offence;
- (b) evidence exists that gives reasonable cause to believe that the operator has committed a serious offence against the fisheries laws or regulations of an FFA member and it has not been possible to bring the operator to trial; or
- (c) following notification by the Director-General on behalf of the FFA members the vessel operator uses, continues to use or attempts to use fishing methods or fishing gear that are banned or considered harmful by the Committee.
- (d) The vessel has been listed on an IUU Vessel List and this will be grounds for the Director-General to have such vessel's good standing withdrawn until such time as that vessel has been removed from the IUU list.

5.2 Good standing may be suspended if there are reasonable grounds to believe that the vessel operator violated terms and conditions of access, including but not limited to:

- (i). failure to report entry into and exit from zones;
- (ii). failure to report while in a zone;
- (iii). misreporting of catch on board;
- (iv). assault, obstruction, resist, delay, refuse boarding to, intimidate, use of threatening or abusive language or behaving in a threatening or insulting manner, and interfering in any way with the performance of the duties of an authorised officer or observer
- (v). improper marking of the vessel and gear;
- (vi). failure to activate the ALC/MTU upon entry into zones;
- (vii). failure to provide manual reports when so directed by the delegated FFA member authority while in a zone in the event of an ALC/MTU breakdown;
- (viii). failure to stow fishing gear and leave the zone in the event that manual reports cannot be provided;
- (ix). failure to take the vessel to a nominated port for ALC/MTU repair when so directed by the delegated FFA member authority;
- (x). interfering with, tampering with, altering, damaging, or disabling the ALC/MTU;
- (xi). failure to comply with licence conditions regulating the harvest of target and non-target species.
- (xii). failure to comply with license conditions regulating employment, vessel safety and crew numbers.

## **6. PROCEDURES FOR WITHDRAWAL OF GOOD STANDING**

6.1. Any FFA member may request withdrawal of good standing of a vessel on the FFA Vessel Register by addressing that request, with supporting documentation, to the Director-General for distribution to all members. The supporting documentation should include evidence of the alleged offence, a response, if any, to the evidence by the vessel operator, and a record of efforts taken by the FFA member to obtain satisfaction. Prior to making such a request, the FFA member shall have fully investigated the alleged infringement and have made every effort to obtain an explanation from the vessel operator concerned.

6.2. The Director-General shall immediately copy and distribute to all FFA members a request for withdrawal of good standing, and supporting documentation.

6.3. The Director-General shall notify the vessel operator that a request for withdrawal of good standing is being considered by the FFA members.

6.4. FFA members shall immediately notify the Director-General of the date of receipt of a request for withdrawal of good standing.

Approval of a request for withdrawal of good standing shall require endorsement from three or more members and no dissenting responses. FFA members should use their best efforts to respond to notification of a request for withdrawal of good standing within 14 days of such notification.

6.6. The Director-General shall notify all members when three or more members have endorsed a request for withdrawal of good standing, indicating that withdrawal of good standing shall become effective on a specific date no earlier than 14 days after the date of such notice, unless an objection from a member to that action is received by the Director-General before that date.

6.7. Any FFA member that objects to the proposed withdrawal of good standing shall make known the fact of its objection and the reasons therefore to the Director-General in writing. The Director-General shall notify the requesting member of the objection and shall invite the requesting member and the objecting member to reconsider the request for withdrawal. The requesting member and objecting member shall notify the Director-General of their consultations and shall inform the Director-General whether or not to proceed with the withdrawal of good standing.

6.8. The Director-General shall notify all FFA members and the vessel operator when the withdrawal of good standing will become effective.

## **7. PROCEDURES FOR SUSPENSION OF GOOD STANDING**

7.1. Any FFA member may request suspension of good standing of a vessel on the FFA Vessel Register based on reasonable grounds to believe that there has been a violation of any term or condition of access including one or more of the grounds set out in paragraph 5.2.

7.2. Such request shall be addressed to the Director-General accompanied by supporting documentation. Such documentation should include evidence of the alleged offence, a response, if any, to the evidence by the vessel operator, and a record of efforts taken by the FFA member to obtain satisfaction.

7.3. The Director-General shall notify all members and the vessel operator of the request 14 days prior to the intended date of suspension of good standing. The notice shall include the reason for the suspension, the supporting documentation provided by the requesting member, the corrective action required and the effective date of the suspension of good standing.

7.4. The suspension of good standing shall take effect on the notified date and shall remain valid until the required corrective action is taken.

## **8. REINSTATEMENT OF GOOD STANDING**

8.1. Following withdrawal, good standing shall be reinstated upon the satisfaction of all outstanding requests, a favourable response from three or more members and no dissenting response, and the completion of the requirements as detailed in paragraph 2 hereof.

8.2. Following suspension, good standing shall be reinstated upon satisfactorily completing the required corrective action to the satisfaction of the FFA member requesting suspension and, in the case of suspension under paragraph 5.2 hereof, completing the requirements as detailed in paragraph 2 hereof.

8.3. Where the good standing of a vessel has been suspended and the suspension has remained in effect for a period of 12 months or more the good standing of that vessel shall automatically be withdrawn and good standing will be reinstated only when the requirements, detailed in paragraph 8.1 are satisfied.

8.4. The Director-General shall notify all members and the vessel operator of the reinstatement of good standing for a vessel.

**9. NATIONAL CORRESPONDENT**

9.1. Each FFA member shall nominate a single officer or office in its Government as National Correspondent to be responsible for responding to requests for withdrawal of good standing and for the distribution of all listings from the FFA Vessel Register within the member.

9.2. The Director-General shall address all requests for withdrawal of good standing and listings of FFA Vessel Register information to the National Correspondent identified by each member.

9.3. In the absence of such nomination, the Director-General shall use his/her normal channel of communication with the member concerned.

**10. REPORTS**

10.1. Each member shall provide the Director-General with details of registration or licence numbers, as applicable, effective dates for licences or registrations and appropriate vessel identification. Table 1 below provides a list of minimum national fishing licence information data fields required to be sent to the Director-General. The licence information data is to be provided by the member states, initially at the beginning of the year and each time there is an update.

Table 1: Fishing Licence Data Fields

<i><b>Regional Standard Licence Data Fields</b></i>
<i>Name of Fishing Vessel</i>
<i>FFA Vessel Register ID number</i>
<i>International Radio Call Sign</i>
<i>Flag of vessel</i>
<i>Licence Number</i>
<i>Licence Start Date (dd/mm/yyyy)</i>
<i>Licence End Date (dd/mm/yyyy)</i>
<i>Name of the Licence Holder</i>
<i>Full address of the Licence Holder</i>
<i>IMO number</i>
<i>Any Specific Conditions</i>
<i>Licence Status (active, suspended)</i>

10.2. The Director-General shall circulate FFA Vessel Register information to all members.

## **ANNEX 5**

### **ACCEPTED INTERNATIONAL PRE-FISHING PRACTICES**

1. All fishing and support vessels must provide a port entry notice (including their authorization to fish, details of their fishing trip and quantities of fish on board, with due regard to confidentiality requirements in accordance with national laws) to the port authority and the national fisheries authority at least 24 hours before entering port.
2. No fishing vessel or support vessel may enter port to carry out any functions without prior clearance from the port authority and the national fisheries authority.
3. Where required, any fishing vessel that enters the ports of an FFA member will be subjected to a full inspection of the vessel, documents, fishing gear, catch and fish in storage prior to it being permitted to conduct any activities in the ports, to ensure that:
  - (i) all fishing within national jurisdiction is within the terms and conditions of an approved licence and/or agreements; and
  - (ii) the full investigation of all relevant documents, fishing gear, catch and fish in stowage demonstrate compliance with national and international fisheries legislation and agreements, and meet the port State's international fisheries obligations.

**PARTICULARS OF CREW AGREEMENT**

1. The Crew's family name and other names, date of birth or age, and birthplace;
2. The place at which and date on which the agreement was concluded;
3. The details of the next of Kin in the event of an emergency
4. The name of the fishing vessel or vessels and the registration number of the vessel or vessels on board which the Crew undertakes to work;
5. The name of the employer, or fishing vessel owner, or other party to the agreement with the crew;
6. The voyage or voyages to be undertaken, if this can be determined at the time of making the agreement;
7. The capacity in which the Crew is to be employed or engaged;
8. If possible, the place at which and date on which the Crew is required to report on board for service;
9. The provisions to be supplied to the Crew, the amount of wages, or the amount of the share and the method of calculating such share if remuneration is to be on a share basis, or the amount of the wage and share and the method of calculating the latter if remuneration is to be on a combined basis, and any agreed minimum wage;
10. The termination of the agreement and the conditions thereof, namely:
  - i. if the agreement has been made for a definite period, the date fixed for its expiry;
  - ii. if the agreement has been made for a voyage, the port of destination and the time which has to expire after arrival before the Crew shall be discharged; and
  - iii. if the agreement has been made for an indefinite period, the conditions which shall entitle either party to rescind it, as well as the required period of notice for rescission, provided that such period shall not be less for the employer, or fishing vessel owner or other party to the agreement with the Crew;
11. The right of termination by the Crew in the event of mistreatment and abuse;
12. The protection that will cover the Crew in the event of mistreatment and abuse, sickness, injury or death in connection with service;
13. The amount of paid annual leave or the formula used for calculating leave, where applicable;

14. The health and social benefits coverage and benefits to be provided to the Crew by the employer, fishing vessel owner, or other party or parties to the Crew's work agreement, as applicable;
15. The Crew's entitlement to repatriation.

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