

## Explanatory note on the Tokelau Arrangement

The final text of the Tokelau Arrangement was agreed at the 91<sup>st</sup> meeting of the Forum Fisheries Committee on 31<sup>st</sup> October 2014. Signatories at the time of writing are: Australia, Cook Islands, Niue, New Zealand, Samoa, Tokelau, Tonga, Tuvalu and Vanuatu. Other FFA members with EEZs that support south Pacific albacore stocks are Kiribati, Papua New Guinea, and Solomon Islands. These members are working towards become signatories to the TKA. Potential participating territories are American Samoa, French Polynesia and New Caledonia.

The Tokelau Arrangement provides a framework for the development of cooperative zone-based management of South Pacific albacore tuna fisheries, including potentially wider implementation of the Harvest Strategy for the South Pacific Albacore Fishery that was agreed between members of the FFC Sub-Committee on South Pacific Tuna and Billfish Fisheries in 2013.

The text of the Arrangement is appended to this note.

The primary function of the Arrangement is to agree and implement measures applying to fisheries that take south Pacific albacore tuna, whether specifically targeted or taken as bycatch, within the zones of Participants, including through an integrated Management Scheme based on the foundation provided by the South Pacific Albacore Fishery Harvest Strategy.

As an interim measure until management schemes are formally adopted, the Tokelau Arrangement has adopted the zone limits (based on catch of albacore in tonnes) agreed within the FFC Sub-Committee on South Pacific Tuna and Billfish for application to participating zones.

The Tokelau Arrangement also provides for “Associate Participation” by non-FFA members – particularly South Pacific Territories – whose waters host fisheries for south Pacific albacore tuna, and who declare zone limits on the catch of albacore in ways that are compatible with the limits adopted by Participants to the Arrangement.

The south Pacific albacore tuna zone limits for Participants and Associate Participants to the Tokelau Arrangement were calculated by these CCMs at the Sub-Committee on South Pacific Tuna and Billfish according to the following Business Rule agreed under the Harvest Strategy:

*BR2: Determination and allocation of EEZ catch limits*

*The collective EEZs TAC is the sum of individual EEZ allocations. The formula or method for determining individual allowable catches simply follows a “top-down” approach that uses 3-business rules, viz:-*

- (i) all Participants are entitled to the baseline limit of 2,500 tonnes;*
- (ii) Participants who have exceed 2,500 tonnes 2001-12 can use their highest historical catch; and*
- (iii) any Participants may propose a limit lower than their entitlement under (i) and (ii).*

The new proposal for a WCPFC Conservation and Management Measure for South Pacific Albacore to replace CMM 2010-05 envisages that a Total Limit for the catch of south Pacific albacore tuna will be established under the CMM. During the interim, until the Commission agrees to a Target Reference Point for the south Pacific albacore Tuna stock, this Total Limit will be set at the MSY for the stock, as determined by the last stock assessment approved by the WCPFC Scientific Committee.

This annual total catch limit (MSY) is partitioned in the CMM as follows:

- A. The individual limits for each flag taking south Pacific albacore on the high seas of the Convention Area;
- B. The collective zone limit for the already-signed Tokelau Arrangement Participants EEZs is 42,124 tonnes of south Pacific albacore, and the combined limit for additional potential Participants and Associate Participants EEZs who are awaiting administrative processes before signing or associating themselves is 34,022 tonnes, for a likely total of 76,146 tonnes in the near future;
- C. The individual zone limits declared by coastal States and territories with fisheries taking south Pacific albacore in their zones which are not participating in or associated with the Tokelau Arrangement. These may be transferred into the Tokelau Arrangement collective limit;
- D. A nominal limit for the portion of the stock that is fished outside the WCPFC Convention Area, that assumes that relevant IATTC members will limit catch of south Pacific albacore in the IATTC area to the average recorded catch between 2006 and 2012.

The flag State limits for developed CCMs fishing on the high seas are determined on the basis of fishing history – averaged over a reference period – while the coastal State zone limits are calculated on the basis of the highest catch taken in that zone during the reference period, with a minimum of 2,500 tonnes. This recognises the special requirements of Small Island Developing States, particularly the development of fisheries for stocks within their own waters. Several coastal States have however declared zone limits within the Tokelau Arrangement that are less than their highest historical zone catch, in the interests of maintaining economically productive fisheries in their own waters.

Flag State limits are only applicable on the high seas. Flag States still have the same opportunities to fish within EEZs under licence or charter to coastal States, without that catch being counted against their flag Limit.

Summary: The Tokelau Arrangement is a framework, and a collaborative South Pacific Albacore Catch Management Scheme has yet to be elaborated. However, the first and most essential component is in place – agreement by the Participants to limit the south Pacific albacore catch within their zones, including agreement by SC-SPTBF members through the Forum Fisheries Committee. And it is limits that are the fundamental basis of the proposed WCPFC CMM to replace 2010-05. Once developed, such a framework will be able to address issues that will allow Participants to secure the best available benefits from the fishery, including through avenues such as trading and cooperative licensing.

The Tokelau Arrangement South Pacific Albacore Catch Management Scheme should develop in harmony with the Commission measure, with the Commission measure establishing the overall limit for the stock in the Convention Area and governing fishing on the high seas, while the Tokelau Arrangement assists Participants and Associates to more effectively manage fishing within their zones and provides for collaboration and agreement on the distribution of fishing between zones.

Attachment:

**Text of the  
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.

### List of current signatories, as of 1<sup>st</sup> December 2014

- Australia
- Cook Islands
- New Zealand
- Niue
- Samoa
- Tokelau
- Tonga
- Tuvalu
- Vanuatu

### Potential Forthcoming Signatories or Associates

- Fiji
- Solomon Islands
- American Samoa
- French Polynesia
- New Caledonia