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LEGISLATIVE ACTS AND OTHER INSTRUMENTS

Subject:	Protocol on the implementation of the Fisheries Partnership Agreement between the European Community, on the one hand, and the Republic of Kiribati, on the other (2023-2028)

PROTOCOL
ON THE IMPLEMENTATION
OF THE FISHERIES PARTNERSHIP AGREEMENT
BETWEEN THE EUROPEAN COMMUNITY, ON THE ONE HAND,
AND THE REPUBLIC OF KIRIBATI, ON THE OTHER
(2023-2028)

THE EUROPEAN UNION, formerly the European Community,

hereafter referred to as "the Union", and

THE REPUBLIC OF KIRIBATI,

hereafter referred to as "Kiribati",

hereafter jointly referred to as "the Parties",

CONSIDERING the close cooperation between the Parties, particularly in the context of relations between the African, Caribbean and Pacific Group of States ("ACP countries") and the Union, and their mutual desire to intensify that relationship,

BEING parties to the Fisheries Partnership Agreement between the European Community on the one hand, and the Republic of Kiribati, on the other, hereafter referred to as the "Agreement",

RECALLING the provisions of the Agreement,

RECALLING also the principle that all States must adopt appropriate measures to ensure the sustainable management and the conservation of marine resources and cooperate with each other to that end,

REAFFIRMING also the objective of ensuring the sustainable joint exploitation and management of highly migratory stocks,

CONSIDERING THAT it is important to promote international cooperation in scientific research,

HAVE AGREED AS FOLLOWS:

ARTICLE 1

Definitions

For the purposes of this Protocol, the definitions set out in Article 2 of the Agreement shall apply.

In addition,

(a) "fishing areas" means the areas within Kiribati waters as defined in Chapter 1, Section 2 of the Annex;

(b) "catches" means marine aquatic species caught by fishing gear deployed by a fishing vessel;

(c) "landing" means unloading of any quantity of fishery products from a fishing vessel on land;

(d) "Delegation" means the Delegation of the European Union for the Pacific in Suva, Fiji;

(e) "serious dispute" means disagreement regarding the interpretation of the Protocol or preventing its implementation;

(f) "fishing licence" means a valid entitlement or licence to engage in fishing activities, for specific species, using specific gears, within the specified fishing areas and specific period in accordance with the terms provided under the Annex;

(g) "sustainable fishing" means fishing in accordance with the objectives and principles laid down by the Code of Conduct for Responsible Fisheries adopted at the FAO Conference in 1995;

(h) "Union vessel" means a fishing vessel flying the flag of a Member State of the Union and registered in the Union;

(i) "operator" means the natural or legal person who operates or holds any undertaking carrying out any of the activities related to any stage of the production, processing, marketing, distribution or retail chains of fisheries and aquaculture products;

(j) "Protocol" means this Protocol on the implementation of the Agreement, as well as its Annex and the Appendices thereto;

(k) "fishing day" means any calendar day, or part of a calendar day, during which a Union purse seine vessel is in fishing areas, but does not include a calendar day, or part of a calendar day defined as a non-fishing day in the Kiribati Fisheries (Purse Seine Vessel Day Scheme) Regulations 2014;

(l) "unusual circumstances" means circumstances other than natural phenomena which are beyond the reasonable control of one of the Parties and are such as to prevent fishing activities in Kiribati waters.

ARTICLE 2

Objective and period of application

1. The objective of this Protocol is to implement the Agreement by specifying in particular the conditions governing access by Union vessels to the fishing areas and setting out the provisions for implementing the sustainable fisheries partnership.

2. This Protocol and its Annex shall apply for a period of 5 years from the date of its signature in accordance with Article 22, unless notice of termination is given in accordance with Article 19 of this Protocol.

ARTICLE 3

Relationship between the Protocol and the Agreement

The provisions of this Protocol shall be interpreted and applied in the context of and in a manner consistent with the Agreement.

ARTICLE 4

Relationship between the Protocol and other agreements and legal instruments

The provisions of this Protocol shall be interpreted and applied in accordance with and in a manner compatible with:

(a) the recommendations and resolutions of the Western and Central Pacific Fisheries Commission (WCPFC) and Inter-American Tropical Tunas Commission (IATTC) and any other sub-regional or international organisation concerned to which they are members;

(b) the 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 of 1995;

(c) the Code of Conduct for Responsible Fisheries adopted at the Conference of the Food and Agriculture Organization of the United Nations (FAO) in 1995;

(d) the FAO International Plan of Action to prevent, deter and eliminate illegal, unreported and unregulated fishing;

(e) the essential elements referred to in Article 9 of the Partnership Agreement between the members of the African, Caribbean and Pacific Group of States of the one part, and the European Community and its Member States, of the other part ("the Cotonou Agreement"), or included in the equivalent article of the agreement between the Union and the ACP countries that succeeds it.

ARTICLE 5

Fishing Opportunities

1. Kiribati shall grant fishing licences to Union vessels fishing tuna pursuant to Article 6 of the Agreement within the limits established by the Kiribati Tuna Management Plan, WCPFC conservation and management measures and taking into account the resolutions of the IATTC.

2. The fishing opportunities to fish for highly migratory species as listed in Annex 1 to the 1982 United Nations Convention on the Law of the Sea shall be for 4 purse seiners, under the conditions set out in the Annex to this Protocol.

3. Paragraphs 1 and 2 shall apply subject to Articles 6 and 8 of this Protocol.

ARTICLE 6

Financial contribution — Methods of payment

1. For the period referred to in Article 2, the total financial contribution referred to in Article 7 of the Agreement shall be EUR three million and eight hundred thousand (3 800 000) for the whole duration of this Protocol.

2. The Union's financial contribution shall comprise the following elements:

(a) an annual amount for the access to the fishing areas of EUR three hundred and sixty thousand (360 000) per year and

(b) a specific annual amount of EUR four hundred thousand (400 000) for the support and implementation of the Kiribati's sectoral fisheries policy and maritime policy.

3. For the amount referred in paragraph 2, point (a), Kiribati shall make available to Union vessels at least 160 fishing days in the fishing areas per year. Additional days may be made available to Union vessels following the provisions detailed in the Annex.

4. In addition, fishing operators shall pay an annual access fee to Kiribati based on the number of fishing days granted as defined in Chapter II, Section 6, of the Annex.

5. Paragraph 1 of this Article shall apply subject to Articles 5, 7 and 9 of this Protocol and to Articles 12 and 13 of the Agreement.

6. The Union shall pay the amount referred to in paragraph 2, point (a), no later than 90 days after the start of the provisional application of the Protocol for the first year, and, for the following years, no later than the anniversary date of the provisional application.

7. The Kiribati authorities shall have full discretion regarding the use of the financial contribution as specified in paragraph 2, point (a).

8. The Union financial contribution under paragraph 2, point (a), as well as the operators annual access fee under paragraph 4 shall be paid into the Kiribati Government account No 1 with the ANZ Bank of Kiribati, Ltd, Bairiki, Tarawa.

9. The Union financial contribution indicated paragraph 2, point (b), shall be paid into the Kiribati Government Account No 4 with the ANZ Bank of Kiribati, Ltd, Bairiki, Tarawa ("Fisheries Sectoral Support").

10. The account numbers shall be confirmed annually by the Kiribati authorities to the Union.

ARTICLE 7

Sectoral support

1. The financial contribution as indicated in Article 6(2), point (b), shall be managed by the Kiribati authorities to support the management and development of fisheries, including the monitoring, control and surveillance of fisheries activities to fight IUU fishing, in accordance with Kiribati Vision for 20 Years, national fisheries policy and other related policies having an impact on responsible and sustainable fisheries.

2. No later than 120 days after the date of provisional application of the Protocol, the Joint Committee shall agree on:

(a) annual and multiannual sectoral programmes for using the financial contribution referred to in Article 6(2), point (b);

(b) the objectives, both annual and multiannual, to be achieved with a view to promoting, over time, responsible fishing and sustainable fisheries;

(c) detailed implementing rules and procedures, including, where appropriate, budgetary and financial indicators, for evaluating the results obtained each year.

3. The specific amount of the financial contribution for sectoral support under Article 6(2), point (b), shall be paid every year according to progress achieved. For the first year of the Protocol, the financial contribution shall be paid on the basis of the needs identified as part of the agreed programming. For the subsequent years of application, the financial contributions shall be paid based on the results achieved in the implementation of the sectoral programme in accordance with the detailed implementing rules and procedures referred to in paragraph 2, point (c). Payment of the financial contribution shall occur no later than 45 days after the decision of the Joint Committee on the achieved results.

4. Each year, Kiribati shall report to the Joint Committee on the actions implemented and the results achieved with sectoral support. Kiribati shall also produce a final report before expiry of the present Protocol.

5. The Union may review, suspend, partially or totally, payment of the specific financial contribution provided for in Article 6 (2), point (b) of this Protocol:

(a) if the results obtained are inconsistent with the programming, following an evaluation carried out by the Joint Committee;

(b) in the event of failure to implement this financial contribution as determined by the Joint Committee.

6. The Joint Committee is responsible for the follow-up of the implementation of the multiannual sectoral support programme. If necessary, both Parties shall continue this follow-up through the Joint Committee, after the expiry of this Protocol until the specific financial counterpart related to sectoral support provided for in Article 6(2), point (b), has been fully utilised. However, the payment of the financial contribution provided for in Article 6(2), point (b), cannot be paid after a period of 8 months following the expiry of this Protocol.

7. The Parties undertake to ensure visibility of the actions implemented with sectoral support.

ARTICLE 8

Adjustment of fishing opportunities

The fishing opportunities referred to in Article 5 may be adjusted by mutual agreement within the Joint Committee insofar as the recommendations of WCPFC or IATTC, regional and sub-regional organisations, corroborate that such an adjustment will secure the sustainable management of Kiribati resources. In this case the financial contribution referred to in Article 6(2), point (a), of this Protocol shall be adjusted by mutual agreement proportionately and *pro rata temporis*.

ARTICLE 9

Conditions governing fishing activities

1. Union vessels may fish in fishing areas only if they are in possession of a valid licence issued by Kiribati authorities under this Protocol.

2. Parties shall cooperate to jointly monitor the utilisation of fishing opportunities by Union vessels through appropriate controls, including inspections at sea and at landing, remote monitoring, and other appropriate tools and electronic reporting system.

3. In addition, within the annual meeting of the Joint Committee referred to in Article 9 of the Agreement, the Parties shall exchange information on the global fishing effort carried out in Kiribati waters in the previous year, in the light of the rules agreed under relevant regional and sub-regional organisations. If appropriate, the Parties take the necessary measures to adjust the fishing possibilities granted by the Protocol for the following year.

ARTICLE 10

Scientific cooperation to ensure sustainable fishing

1. The Parties shall promote sustainable management of fishery resources and marine ecosystems, and responsible fishing in Kiribati waters.

2. The Parties undertake to promote scientific cooperation at sub-regional level on responsible fishing and, in particular, within the WCPFC and IATTC and any other sub-regional or international organisation concerned of which they are members.

3. In accordance with Article 4 of the Agreement, Article 8 of this Protocol and in light of the best available scientific advice, the Parties may within the Joint Committee adopt, where appropriate, measures in respect of the activities of Union vessels licenced to undertake fishing activities by this Protocol to ensure sustainable management of the fishery resources in the Kiribati waters.

ARTICLE 11

Suspension and review of the payment of the financial contribution

1. The financial contribution referred to in Article 6(2), point (a), of this Protocol may be reviewed or suspended in the event that unusual circumstances prevent fishing activities in the fishing areas following consultation and agreement of the two Parties within a period of two months following the request of one of the Parties, and provided that the Union has paid in full any amount due at the time of suspension.

2. Suspension of the payment shall require the Union to notify its intention in writing at least two months before the date on which the suspension is due to take effect.

3. Payment of the financial contribution shall recommence once the situation has been remedied following actions to mitigate the above mentioned circumstances and following consultation and agreement of the two Parties confirming that the situation is likely to allow a return to normal fishing activities.

ARTICLE 12

Suspension and reinstatement of fishing licences

1. Kiribati reserves the right to suspend and revoke a fishing licence for a specific vessel provided under Article 5, where:

(a) the vessel is found to be in serious violation of the Kiribati's laws and regulations; or

(b) a court order issued in relation to a violation by the vessel has not been respected by the ship-owner.

2. The fishing licence that has been suspended remains suspended unless a court order under paragraph 1, point (b), has been respected, and provided that Kiribati authorities agree to reinstate the fishing licence for the remaining period of that fishing licence.

ARTICLE 13

Suspension of the application of the Protocol

1. The application of this Protocol, including payment of the financial contribution as referred to in Article 6(2), points (a) and (b), may be suspended at the initiative of either one of the Parties in the event of:

(a) Union fails to make the payments provided for in Article 6(2) of this Protocol for reasons not covered in Article 7(5) and Article 11(1);

(b) a serious dispute between the Parties over the interpretation of this Protocol or preventing its implementation arises;

(c) in case none of the Union vessels apply for the renewal of fishing licences;

(d) either one of the Parties does not respect the provisions of this Protocol;

(e) either one of the Parties ascertains a breach of essential and fundamental elements of human rights as laid down by Article 9 of the Cotonou Agreement, or included in the equivalent article of an agreement between the Union and the ACP countries that succeeds it.

2. Suspension of the application of the Protocol shall be notified in writing by the interested Party to the other Party and shall take effect three months after receipt of notification. The Parties shall consult each other from the moment of notification of suspension with a view to finding an amicable settlement to their dispute within three months. Where such settlement is reached or as soon as the situation existing prior to the events mentioned in paragraph 1, point (a), has been re-established, application of the Protocol shall resume and the amount of the financial contribution referred to in Article 6 shall be reduced proportionately and *pro rata temporis* according to the duration of the suspension.

ARTICLE 14

National laws and regulations

1. The fishing activities of Union vessels when operating in the fishing areas under this Protocol shall be governed by the applicable laws and regulations in Kiribati, unless otherwise provided for in the Agreement, this Protocol and the Annex and Appendices hereto.

2. The Union undertakes to take all necessary measures to ensure that Union vessels comply with Kiribati national laws and regulations, and that the monitoring, control and surveillance measures relating to fishing activities under this Protocol are effectively applied.

3. Operators of the Union vessels shall cooperate with the Kiribati authorities responsible for monitoring, control and surveillance.

4. The Parties shall notify each other of any changes in their respective fisheries policy or legislation having a potential impact on the activities of Union vessels under this Protocol.

5. Any substantial changes or new legislation which would significantly impact the activities of Union vessels shall apply to them not earlier than the 60th day following the day when the notification of the change is received by the Union from Kiribati.

ARTICLE 15

Non-discrimination and transparency

1. Under Article 3(1) of the Agreement, Union vessels shall benefit from technical fishing conditions no less favourable than those applied to other foreign fleets having the same characteristics and fishing for the same species.

2. The Parties undertake to exchange information in the Joint Committee on any agreement allowing foreign vessels to enter the fishing areas in particular with reference to technical conditions applicable to foreign vessels operating in Kiribati waters.

3. The Union undertakes to make available to Kiribati, on a quarterly basis, aggregated data on the quantities and places of landings of catches made in the fishing areas.

ARTICLE 16

Data protection

1. The Parties undertake to ensure that all commercially sensitive and personal data relating to Union vessels and their fishing activities obtained in the context of the Protocol, are processed in accordance with confidentiality and data protection principles. The Parties shall ensure that only aggregated data relating to fishing activities in the fishing areas are made public, in respect of applicable national laws and related RFMO data sharing and protection protocols.

2. The data shall be processed by the competent authorities solely for the purposes of implementing the Agreement, and in particular for the purposes of fisheries management, monitoring, control and surveillance. The authorities responsible for data processing shall be the European Commission or the flag State, for the Union, and the relevant competent authority, for Kiribati.

3. Personal data must be processed lawfully, fairly and in a transparent manner in relation to the data subject.

4. With regard to the implementation of this Protocol, especially with regard to processing applications for fishing licences, monitoring fishing activities and fighting illegal fishing, the following data may be exchanged and processed further:

(a) the vessel's identification and contact data;

(b) the activities of a the vessel or relating to the vessel, its position and movements, its fishing activity or fishing-related activity, collected by means of monitoring, inspections or by observers, in accordance with applicable national laws and related RFMO data sharing and protection protocols;

(c) data relating to the vessel owner(s) or its representative, such as name, nationality professional contact details and professional bank account;

(d) data relating to the local agent, such as name, nationality and professional contact details;

(e) data relating to the vessel masters and crew members, such as names, nationality, function and in case of the master his/her contact details;

(f) data relating to the sailors taken on board, such as name, contact details, training, certificate of health.

5. Personal data requested and transferred under this Protocol shall be accurate, adequate, relevant and limited to what is necessary for the purposes of the implementation of the Agreement.

6. The Parties will exchange personal data under this Agreement only for the specific purposes as set out in the Agreement.

7. Data received will not be further processed in a manner that is incompatible with these purposes.

8. Personal data shall not be kept for longer than is necessary for the purpose for which they were exchanged, up to a maximum of ten years, unless the personal data are necessary to follow up an infringement, inspection or judicial or administrative proceedings. In such cases, the personal data may be stored for twenty years. If personal data are kept for longer, they shall be anonymised.

9. Personal data shall be processed in a manner that ensures appropriate security of the personal data, taking into account the specific risks of processing, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage.

10. Each Party shall ensure that data subjects are informed of how their personal data will be processed and of their rights and legal remedies by means of a general notice, e.g. publication of this Protocol, or an individual notice, e.g. privacy statements to be provided in the course of the application process for a fishing licence.

11. Effective and enforceable rights are available to data subjects with regard to their rights under the applicable legal requirements in the jurisdiction of each authority. The authorities provide safeguards to protect personal data through a combination of laws, regulations and their internal policies and procedures. In particular, any complaint against the authorities of the Parties with regard to the processing of personal data under this Protocol is to be addressed to the European Data Protection Supervisor, in the case of Union authorities, or any relevant competent authority in the case of Kiribati.

12. The Party authorities will not transfer data shared under this Protocol to a third party in another country other than the flag Member States.

13. Further appropriate safeguards and legal remedies may be established by the Joint Committee.

ARTICLE 17

Exclusivity

1. Pursuant to Article 6 of the Agreement, Union vessels shall engage in fishing activities in the fishing areas only if they have a fishing licence issued under this Protocol.

2. The Kiribati authorities shall issue fishing licences to Union vessels exclusively under this Protocol. The issuing of any fishing licence to Union vessels outside the framework of this Protocol, in particular in the form of direct licences, shall be prohibited.

ARTICLE 18

Review clause

The Parties within the Joint Committee may review the provisions of the Protocol, the Annex and the Appendixes and where necessary make amendments on:

(a) the adjustment of fishing opportunities and consequently the corresponding financial contribution referred to in Article 6(2), point (a) in line with Article 8;

(b) the sectoral support arrangements and consequently the corresponding financial contribution referred to in Article 6(2), point (b);

(c) the technical conditions and arrangements under which Union vessels carry out their fishing activities.

ARTICLE 19

Termination

1. This Protocol may be terminated by either party in the event of unusual circumstances such as the degradation of the stocks concerned, the discovery of a reduced level of exploitation of the fishing opportunities granted to the Union vessels, or failure to comply with undertakings made by the Parties with regard to combating illegal, unreported and unregulated ("IUU") fishing.

2. In the event of termination of this Protocol, the party concerned shall notify the other party in writing of its intention to terminate it at least six months before the date on which such termination would take effect. Dispatch of the notification referred to in the previous sentence shall open consultations by the Parties.

3. Payment of the financial contribution referred to in Article 6 of this Protocol for the year in which the termination takes effect shall be reduced proportionately and *pro rata temporis*.

ARTICLE 20

Electronic exchanges of data

1. Kiribati and the Union encourage the electronic exchange of all information and documents related to the implementation of this Protocol.

2. The electronic form of a document at any point shall be considered equivalent to the paper version.

3. Both Parties will immediately notify the other Party of any disruption of a computer system impeding such exchanges. In these circumstances, the information and documents related to the implementation of this Protocol shall be replaced automatically by their paper version in the manner defined in the Annex.

ARTICLE 21

Obligation on expiry or termination of this Protocol

1. Following the expiry of this Protocol or its termination, in accordance with its Article 19 or with Article 12 of the Agreement, the Union shipowners shall continue to be liable for any breach of the provisions of the Agreement or this Protocol or any laws of Kiribati which occurred before the expiry or termination of this Protocol, or for any licence fee or any outstanding dues not paid at the time of such expiry or termination.

2. If necessary the Parties shall continue to monitor the implementation of the sectoral support provided under Article 6(2), point (b), in line with Article 7 and sectoral support implementing rules.

ARTICLE 22

Provisional application

This Protocol shall be applied provisionally from the date of its signature by the Parties.

ARTICLE 23

Entry into force

1. This Protocol with its Annex and Appendices shall enter into force on the date on which the Parties notify each other of the completion of the procedures necessary for that purpose.

2. The notifications referred to in paragraph 1 shall be sent, as regards the Union, to the Secretary-General of the Council of the European Union.

ANNEX

CONDITIONS FOR THE PURSUIT OF FISHING ACTIVITIES BY UNION VESSELS UNDER THE PROTOCOL ON THE IMPLEMENTATION OF THE FISHERIES PARTNERSHIP AGREEMENT BETWEEN THE EUROPEAN COMMUNITY, ON THE ONE HAND, AND THE REPUBLIC OF KIRIBATI, ON THE OTHER

CHAPTER I

GENERAL PROVISIONS

SECTION 1

DESIGNATION OF THE COMPETENT AUTHORITIES

1. For the purpose of this Annex and unless otherwise specified, any reference to the Union or Kiribati as a competent authority shall mean:

(a) for the European Union ("the Union"): the European Commission;

(b) for Kiribati: the Ministry of Fisheries & Marine Resources Development.

2. The Parties shall exchange, prior to the commencement of the provisional application of this Protocol, all relevant contact details for the implementation of this Protocol and communicate to one another as appropriate.

SECTION 2

FISHING AREAS

1. Union vessels in possession of a fishing licence issued by Kiribati under the Protocol shall be authorised to engage in fishing activities in Kiribati fishing areas, meaning Kiribati's waters in accordance with Kiribati legislation except in the territorial sea, protected and prohibited areas.

2. The coordinates of Kiribati's waters and of protected or prohibited areas shall be communicated by Kiribati to the Union prior to the start of provisional application of the Protocol.

3. Kiribati shall communicate to the Union any modification to the said areas in line with the provisions of Article 14(4) of the Protocol.

SECTION 3

FISHING MANAGEMENT ZONES

1. Under its Area-Based Management approach and in accordance to the Fisheries (Purse Seine Vessel Days Scheme) Regulation 2014, Kiribati has categorised its fishing areas into three fishing management zones, namely Gilbert Area, Phoenix Area and Line Area.

2. The coordinates of fishing management zones shall be communicated by Kiribati to the Union prior to the start of the provisional application of the Protocol.

3. Kiribati shall communicate to the Union any modification to the fishing management zones in line with the provisions of Article 14(4) of the Protocol.

4. In addition to the advance payment to be disbursed by ship-owners defined in Chapter II, Section 6, the following premium rates per fishing day shall be paid in accordance with the procedure described in Chapter II, Section 7:

(a) When a fishing day has occurred in the Line Area no premium shall be involved.

(b) When a fishing day has occurred in the Phoenix Area, it will involve a premium of USD one thousand (1,000).

(c) When a fishing day has occurred in Gilbert Area, it will involve a premium of USD one thousand (1,000).

SECTION 4

VESSEL AGENT

All Union vessels applying for a fishing licence may be represented by an agent (company or individual) resident in Kiribati, duly notified to Kiribati's competent authority.

SECTION 5

ELIGIBLE UNION VESSELS

For a Union vessel to be eligible to obtain a fishing licence, neither the owner, the master nor the vessel itself must be prohibited from fishing in Kiribati waters. They must be in order with the laws of Kiribati and they must have fulfilled all prior obligations arising from their fishing activities in Kiribati under fisheries agreements concluded with the Union. Moreover, they shall comply with the relevant Union legislation regarding fishing licences, be on the WCPFC Record of fishing vessels, be on the Parties to the Nauru Agreement (PNA) register, be on the FFA good standing register and not be on a RFMO IUU vessels list.

CHAPTER II

MANAGEMENT OF FISHING LICENCES

SECTION 1

REGISTRATION

1. Fishing by Union vessels in the fishing areas shall be subject to the issuance of a registration number by the Kiribati competent authorities.

2. Applications for registration shall be made on the form provided for that purpose by the Kiribati competent authorities, in accordance with Appendix 1.

3. Registration shall be contingent upon the payment of 3000 USD per vessel per year as registration fee to be paid into the Kiribati Government account No 3, cleared of any deductions.

SECTION 2

PERIOD OF VALIDITY OF THE FISHING LICENCE

1. A fishing licence is valid for an "annual fishing period".

2. This annual fishing period shall correspond:

(a) for the year during which the Protocol enters into provisional application, to the period between the date of its entry into provisional application and 31 December of the same year;

(b) then, to each complete calendar year;

(c) for the year during which the Protocol expires, to the period between 1 January and the date of expiry of the Protocol.

3. The licences shall be renewable, subject to the validity of the Protocol.

4. For the first and for the last annual fishing period, the payment due by shipowners under Section 6, paragraph 2 should be calculated on a *pro rata temporis* basis.

SECTION 3

APPLICATION FOR FISHING LICENCE

1. Only eligible Union vessels, as defined in chapter I, section 5 of this Annex, may obtain a fishing licence.

2. The Union competent authority shall submit electronically to the competent authority of Kiribati, with a copy to the Delegation, a fishing licence application in accordance with Appendix 1 for each vessel wishing to fish under the Protocol at least 20 working days before the start of the annual period of validity of the fishing licence as specified in Section 2 of this Chapter.

3. Where a fishing licence application has not been submitted prior to the start of the annual period of validity, the shipowner may still do so no later than 20 working days before the requested start of fishing activities. In such cases, the fishing licence will be valid only until the end of the annual period during which it has been requested. The shipowners shall pay the access fees due for the full validity period of the fishing licence.

4. For each initial application for a fishing licence, or following a major technical change to the vessel concerned, the application shall be submitted by e-mail by the Union to the competent authority of Kiribati using the form in Appendix 1 and shall be accompanied by the following documents:

(a) proof of payment of the access fees for the period of validity of the fishing licence;

(b) recent (12 months or less) date-stamped digital colour photographs of the vessel of a resolution 72dpi, 1400x1050 pic. showing a lateral view of the vessel including the vessel's name in ISO basic Latin alphabet;

(c) copy of the safety equipment certificate of the vessel;

(d) copy of the registration certificate of the vessel;

(e) copy of the ship sanitation control certificate;

(f) copy of certificate of registration under the FFA good standing register;

(g) stowage plan;

(h) a copy of the certificate of insurance in English valid for the duration of the fishing licence;

(i) an observer fee of USD 3 000 per vessel per year.

5. For the renewal of the fishing licence of a vessel whose technical specifications have not been modified, the renewal application shall only be accompanied by the proof of payment of the access fees, current certificate of registration under the FFA good standing register and copies of any renewed certificates as listed in points c, d, e and h.

6. The fee shall be paid into Kiribati's Government bank account No 3. The inherent costs linked to bank transfers shall be borne by shipowners.

7. The bank account details shall be confirmed annually by Kiribati authorities to the Union.

8. Payments shall include all national and local charges except for port taxes and service charges.

9. Should an application happen to be incomplete or otherwise does not satisfy the conditions under points 4, 5, 6 and 7 above, Kiribati authorities shall, within 7 working days of receipt of the electronic application, notify the competent authority of the Union, with a copy to the Delegation, of the reasons for the application to be considered incomplete or otherwise not satisfying the conditions under points 4, 5, 6 and 7.

SECTION 4

ISSUE OF FISHING LICENCE

1. The fishing licence shall be issued by Kiribati within 15 working days of receipt of the complete application by e-mail and upon confirmation of receipt of payment by Kiribati.

2. The fishing licence shall be transmitted without delay by electronic means by the competent authority of Kiribati to the shipowner or the vessel agent and to the competent authority of the Union with a copy to the Delegation. At the same time, a fishing licence in paper form shall be sent to the shipowner.

3. Upon issuing the fishing licence, Kiribati's competent authority shall include the vessel on a list of Union vessels authorised to fish in the fishing areas. This list shall be made available to all relevant monitoring, control and surveillance entities of Kiribati and to the Union competent authority with a copy to the Delegation.

4. The electronic form of the fishing licence will be replaced by a paper form at the earliest opportunity.

5. A fishing licence shall be issued for a specific vessel and shall not be transferable except in cases of unusual circumstances, as outlined in Section 5 below.

6. The fishing licence (in electronic or paper form when available) must be kept on board the vessel at all times.

SECTION 5

UNUSUAL CIRCUMSTANCES

1. Where unusual circumstances are proven and at the request of the Union, a vessel's fishing licence may be terminated, for the remaining period of its validity. The shipowner, or the vessel agent, shall return its fishing licence to the competent authority of Kiribati and inform the Union authority and the Delegation.

2. A new fishing licence shall be issued to a vessel with similar characteristics according to provisions established in Section 4 and subject to the fulfilment of application conditions as laid out in Section 3 without the requirement of a new advance payment.

3. The new fishing licence shall take effect on the day the fishing licence of the vessel affected by unusual circumstances is received by the competent authority of Kiribati. The returned licence shall be considered cancelled. The Union authority and the Delegation shall be informed by Kiribati's competent authority of the issuance of the new fishing licence.

SECTION 6

FISHING LICENCE CONDITIONS – FEES AND ADVANCE PAYMENTS

1. Kiribati shall grant access to Union vessels to the three fishing zones of the fishing areas in accordance with Section 3.

2. A fishing licence shall be issued once an advance payment fee of USD seven hundred and twenty thousand (720,000) per Union vessel has been paid into the Kiribati Government account No 3, which shall give the right to the fishing vessel to fish for forty (40) days within the fishing areas. For the first and the last annual fishing period under this Protocol, as defined in Section 2 paragraph 2 a) and c), this advance payment fee shall be paid in *pro rata temporis*.

3. The advance figures in paragraph 2 are inclusive of the VDS length adjustment factors that apply to all vessels fishing within the fishing areas, in accordance with the Fisheries (Purse Seine Vessel Days Scheme) Regulation 2014.

4. Operators of the Union vessels can share between them the purchased fishing days at their discretion. In such cases, operators shall immediately inform Kiribati and the Union authorities about the number of fishing days to be shared among the vessels concerned.

5. If available, operators may purchase fishing days additional to those purchased under paragraph 2 upon the request by the Union competent authority to Kiribati's authorities. Kiribati authorities shall inform the Union competent authority about the agreed number and the price of these additional fishing days.

SECTION 7

FINAL STATEMENTS OF FEES

1. Every year on November 1st the Kiribati competent authority shall draw up a final statement of fees due in respect of the Union Vessel's fishing activities from 1st January to 31st October of the calendar year, on the basis of the fishing management zones in which Union vessels have operated, which are defined in Chapter 1, Section 3.

2. Every year on March 1st the Kiribati competent authority shall draw up a final statement of fees due in respect of the Union vessels fishing activities from 1st November to 31st December of the previous calendar year, on the basis of the fishing management zones in which Union vessels have operated, which are defined in Chapter 1, Section 3.

3. The Union competent authority shall transmit both final statement of fees simultaneously to the shipowners and the national authorities of the concerned flag States.

4. The shipowners may question the final statement of fees within fifteen calendar days of its reception to their Member State authorities. If no objections are raised, the final statement of fees will be considered as having been accepted by the shipowners.

5. Upon agreement of the final statement of fees by both Parties, the Kiribati competent authority shall issue an invoice of the outstanding fees. The Union vessels shall pay the Government of Kiribati within thirty calendar days (Kiribati Government account No 3).

6. Both Parties shall endeavour to resolve any disagreement within thirty calendar days of the reception of the final statement of fees.

7. If the disagreement between the shipowners and the Kiribati competent authority persists, either the Kiribati competent authority or the Union competent authority may request a special meeting of the Joint Committee, as foreseen under Article 9(2) of the Agreement. The Joint Committee shall, by mutual agreement, take a final decision on the final statement of fees. Any additional payments due shall be made by the shipowners to the competent Kiribati authorities no later than one month after the date of the Joint Committee Meeting in accordance with Article 6(8) of the Protocol, cleared of any deductions.

CHAPTER III

TECHNICAL MEASURES

SECTION 1

FAD RELATED MEASURES

Fish aggregation device ("FAD") fishing and tuna catch retention shall be conducted in accordance with the relevant WCPFC Conservation and Management Measures and relevant Implementing Arrangements of the Nauru Agreement.

SECTION 2

PROHIBITED SPECIES

Fishing or keeping on board, selling, trans-shipping or landing any of the following species is prohibited at any time or place during the period of validity of this Protocol:

(a) Elasmobranchs (sharks and rays) of any species

(b) Marine mammals of any species

(c) Reptiles of any species

(d) Birds of any species

SECTION 3

NON-TARGET SPECIES

1. Operators of Union vessels shall ensure fishing is undertaken in a manner that minimizes impacts on non-target and by-catch species.

2. Operators of Union vessels shall ensure protected species including dolphins, turtles, sharks and sea birds are released in a manner that will provide the greatest chance of survival based on applicable WCPFC guidelines.

CHAPTER IV

MONITORING

SECTION 1

CATCH RECORDING AND REPORTING

1. The Union vessels authorised to fish in the fishing areas under the Agreement shall communicate their catches to the competent authority of Kiribati in the following manner, until such time as an electronic catch-reporting system, referred to as ERS, is implemented by both Parties.

2. Operators shall, while in Kiribati waters, update daily, in English a record of the catch, including bycatch, and fishing activity using the PNA iFIMS electronic logsheet after each fishing and send this information electronically through PNA FIMS to the Ministry of Fisheries and Marine Resources Development, after completion of a fishing set.

3. The Union vessels authorised to fish in the fishing areas shall fill in a SPC/FFA Regional Purse Seine logsheet available at the Pacific Community (SPC) website for each day of presence in the fishing areas. In the absence of catches or when the vessel is only transiting, the form shall still be filled in. The form shall be filled in legibly and signed by the master of the vessel or his representative.

4. While in the fishing areas, Union vessels shall report to the competent authority of Kiribati every Wednesday a summary of the fishing logbook under point 2 using Template No1 of Appendix 2 by e-mail, to the contacts provided therein.

5. As far as the submission of the fishing logsheets referred to in point 2 is concerned, the Union vessels shall:

(a) in the case they call into a Kiribati's Port of entry, submit the completed form to the respective Kiribati authority within five (5) days of arrival, or in any event before they leave port, whichever occurs first. Kiribati's authority shall deliver a written receipt;

(b) when leaving the fishing areas without first passing through a Kiribati's Port of entry, copies of logbook sheets shall be sent within a period of fifteen (15) working days after leaving the fishing areas by e-mail, to the e-mail address of Kiribati's competent authority.

6. The original of each fishing logbook should be sent within a period of seven (7) working days following the first call in a port after leaving the fishing areas.

7. Copies of these fishing logbook sheets must simultaneously be sent to the scientific institutes such as the IRD (Institut de Recherche pour le Développement), the IEO (Instituto Español de Oceanografia) and IPIMAR (Instituto de Investigação das Pescas e do Mar).

8. The words Kiribati fishing areas' shall be entered in the above mentioned logbook sheets in respect of periods during which the vessel is in the fishing areas.

9. The two Parties will endeavour to implement an ERS related to the fishing activities of the Union vessels in the fishing areas, subject to a common agreement on guidelines for the management and implementation of an ERS.

10. Once the electronic system of catch declaration is implemented, it will fully replace the recording provisions outlined in points 2 to 4 above, except in case of technical problems or malfunction, where declarations of catches shall be made pursuant to points 2 to 4 above.

11. The Parties shall exchange data regarding the level of catches by Union vessels in respect of the previous calendar year on the basis of catch declarations and other relevant sources such as observer reports.

SECTION 2

EFFORT MANAGEMENT AND MONITORING

1. Both parties shall closely and regularly monitor the utilisation of fishing days by Union vessels in the fishing areas. They shall endeavour to ensure that the number of fishing days allocated to Union vessels in the fishing areas are not exceeded.

2. The shipowners are required to lodge non-fishing days (NFDs) using iFIMS. The application for NFDs will not be processed unless the vessel operators have lodged relevant e-logsheet data into iFIMS. Kiribati shall process NFDs applications in a timely manner in accordance with the PNA Purse Seine Vessel Day Scheme (VDS) procedures.

3. Where the shipowners do not agree with the decision adopted by the Kiribati Competent authority on their NFDs claims, they shall inform the Union competent authority. The Union shall contact immediately the Kiribati competent authority. Reasonable efforts shall be made to resolve the discrepancies expeditiously.

4. Once Union vessels have utilised 80% of the fishing days allocated to them, Kiribati will inform the Union competent authority, the flag States and the shipowners on a weekly basis of the utilisation of the remaining Union fishing days to ensure close monitoring.

SECTION 3

COMMUNICATION ON ENTERING AND LEAVING KIRIBATI WATERS

1. Without prejudice to the obligations in Section 1 of this Chapter, Union vessels authorised to fish under the Agreement shall notify Kiribati's competent authority at least 24 hours in advance of their intention to enter or exit Kiribati waters. These communications shall be made in the format set out in Appendix 2, Templates No2 and No3, by e-mail, to the contacts provided therein.

2. Union vessels found to be fishing without the prior notification of entry under point 1 of this Section, shall be deemed as vessels without a fishing licence. The sanctions referred to in Chapter VI will be applicable in such cases.

SECTION 4

LANDING

1. The designated ports for landing activities in Kiribati are the ports of Tarawa and Kiritimati.

2. Union vessels in possession of a Kiribati's fishing licence wishing to land catches in Kiribati's designated ports shall notify the Kiribati authorities of such intention through report foreseen in Template No4 of Appendix 2 by e-mail, to the contacts provided therein at least 72 hours in advance.

3. Union vessels must submit their landing declaration to the competent authority of Kiribati and to the Flag Member State, no later than 48 hours after completion of the landing, or in any event, before the vessel leaves port, whichever occurs first, by email through report foreseen in Template No5 of Appendix 2.

4. Union vessels must submit a Completion Report within 24 hours after completing a trip by discharging catch at other fishing ports outside Kiribati by email through report foreseen in Template No6 of Appendix 2.

SECTION 5

TRANSHIPMENT

1. Union vessels in possession of a Kiribati fishing licence wishing to tranship catches in the fishing areas shall do so only within Kiribati's designated ports as stated in Chapter IV section 3 paragraph 1. Transhipment at sea outside ports is prohibited and any person infringing this provision shall be liable to the penalties provided for by Kiribati's law.

2. Union vessels shall notify Kiribati authorities of such intention through report foreseen in Template No4 of Appendix 2 by e-mail, to the contacts provided therein at least 72 hours in advance.

3. Union vessels shall submit their transhipment activity report to the competent authorities of Kiribati, no later than 48 hours after completion of the transhipment, or in any event, before the donor vessel leaves port, whichever occurs first, by email through report foreseen in Template No5 of Appendix 2.

SECTION 6

DEPARTURE FROM PORT

Union vessels shall notify Kiribati's competent authorities of their intention to depart from port through report foreseen in Template No7 of Appendix 2 by e-mail, to the contacts provided therein at least 24 hours in advance.

SECTION 7

VESSEL MONITORING SYSTEM (VMS)

Without prejudice to the competence of the flag Member State and the obligations of Union vessels towards their flag Member State, each Union vessel shall comply with the FFA Vessel Monitoring System (FFA VMS) currently applicable in the fishing areas.

SECTION 8

OBSERVERS

1. Union vessels in possession of a Kiribati fishing licence, while operating in the fishing areas shall ensure observer coverage in accordance with the relevant WCPFC conservation and management measures and the relevant Kiribati legislation.

2. Union vessels shall carry on board an authorised observer from the WCPFC Regional Observer Programme or an IATTC observer authorised through the Memorandum of Understanding agreed between the WCPFC and IATTC on the cross-endorsement of observers.

3. The Parties will endeavor to embark an I-Kiribati observer on board.

CHAPTER V

CONTROL

1. Union vessels shall comply with the relevant provisions of the national legislation of Kiribati regarding fishing activities, as well as with the conservation and management measures adopted by the WCPFC.

2. Control procedures:

(a) Masters of Union vessels engaged in fishing activities in the fishing areas shall cooperate with any Kiribati authorised and duly identified officer carrying out inspection and control of fishing activities.

(b) Without prejudice to the provisions of the national legislation of Kiribati, boarding should be conducted in such a way that the inspection platform and the inspectors can be identified as a Kiribati authorised officers.

(c) Kiribati shall make available to the Union competent authority the list of all inspection platforms used for sea inspections. This list should contain at least:

(i) Fisheries Patrol Vessels (FPV) names;

(ii) FPV Vessel details;

(iii) FPV photography.

(d) Kiribati may, at the request of the Union, allow Union inspectors to control the activities of Union vessels, including transhipments, during onshore based inspections.

(e) Once an inspection has been completed and the inspection report signed by the inspector, the report shall be made available for signature and comments, if any, by the master. This signature shall not prejudice the rights of the Parties in the context of alleged infringement procedures. A copy of the inspection report shall be given to the master of the vessel before the inspector leaves the vessel and shall be sent to Flag State.

(f) Inspectors shall not remain on board for longer than is necessary for the discharge of their duties.

3. Operators of Union vessels engaged in landing or transhipment operations in a port of Kiribati shall allow and facilitate the inspection of such operations by Kiribati's authorised officers.

4. Where the provisions set out in this Chapter are not complied with, Kiribati's authority reserves the right to suspend the fishing licence of the offending vessel until formalities have been completed and to apply the penalty laid down in existing Kiribati's legislation. The flag Member State and the Union competent authority shall be immediately informed.

CHAPTER VI

ENFORCEMENT

1. Sanctions

(a) Failure to observe any one of the provisions of the above chapters, of the conservation and management measures adopted by relevant regional fisheries management organisations, or of Kiribati's national law, shall be subject to penalties as laid down by Kiribati's national law.

(b) The flag Member State and the Union competent authority shall be immediately and fully informed of any sanction and of all relevant facts related thereto.

(c) Where a sanction takes the form of suspension or revocation of a fishing licence, during the remaining period for which the licence has been granted, the Union competent authority may request another fishing licence, which would have otherwise been applicable, for a vessel from another shipowner.

2. Arrest and detention of fishing vessels

(a) Kiribati shall inform immediately the Union and the flag Member State of the arrest and/or detention of any fishing vessel in possession of a fishing licence under the Agreement.

(b) Kiribati shall transmit a copy of the inspection report, detailing the circumstances and reasons of the arrest and/or detention within twelve (12) hours to the Union and the flag Member State.

3. Information exchange procedure in the event of arrest and/or detention

(a) Whilst respecting the deadlines and legal proceedings as provided for by the national laws of Kiribati relating to arrest and/or detention, a consultation meeting shall be held, upon receipt of the above information, between representatives of the Union and Kiribati, possibly attended by a representative of the flag Member State concerned.

(b) At the meeting, the Parties shall exchange any relevant documentation or information helping to clarify the facts. The shipowner or its agent shall be informed of the outcome of the meeting and of any measure resulting from the arrest and/or detention.

4. Settlement of arrest and/or detention

(a) An attempt shall be made to resolve the presumed infringement amicably. This procedure shall be completed no later than three (3) working days after the arrest and/or detention, in conformity with the national legislation of Kiribati.

(b) In the event of an amicable settlement, the amount to be paid shall be determined by referring to the national legislation of Kiribati. If such an amicable settlement is not possible, the legal proceedings shall take its course.

(c) The vessel shall be released and its master discharged as soon as the obligations arising under the amicable settlement have been fulfilled or the legal bail has been paid.

5. The Union authority and the Delegation shall be kept informed of any proceedings initiated and penalties imposed.

CHAPTER VII

COOPERATION IN FIGHTING IUU FISHING

1. In order to strengthen the monitoring of fisheries and the fight against IUU fishing, captains of Union vessels will endeavour to signal the presence in Kiribati waters of any other fishing vessel.

2. When the captain of a Union vessel observes a fishing vessel engaged in activities that may constitute IUU fishing, he will gather as much information as possible about the vessel and its activity at the time it was sighted. Observation reports are sent without delay to the competent authority of Kiribati with a copy to the flag Member State Fisheries Monitoring Centre (FMC).

3. The Kiribati competent authority will submit as soon as possible to the Union any observation report in their possession relating to fishing vessels engaged in activities that may constitute IUU activity in the Kiribati waters.

CHAPTER VIII

ENVIRONMENTAL RESPONSIBILITY

1. Dumping, disposing of, or abandoning fishing gear and/or non-biodegradable waste (including metals, plastics and parts of fishing gear) from the vessel are prohibited.

2. For the purpose of avoiding doubt, deploying a drifting fish aggregation device (FAD) is not interpreted as abandoning fishing gear.

3. Dumping, discharging, throwing overboard or otherwise emitting from any vessel waste or pollutant as defined under the Environment Act 1999 (as amended 2007) anywhere within Kiribati waters, except in accordance with the international Convention for the Prevention of Pollution from Ships (MARPOL Convention and Related Protocols) is prohibited.

4. Where bunkering, or any other transfer of any product included in the United Nations International Maritime Dangerous Goods (IMDG) code takes place in the Kiribati waters, Union vessels shall report such activity to the Kiribati authorities through reports foreseen in Templates No8 and No9 of Appendix 2 by e-mail, to the contacts provided therein.

5. Union vessels shall notify competent authorities of Kiribati at least 12 hours in advance of their intention to enter and immediately after leaving a closed or protected area. These communications shall be made in the format set out in Template No10 of Appendix 2, by e- mail, to the contacts provided therein.

CHAPTER IX

EMBARKMENT OF SEAMEN

1. Each Union vessel fishing under the Agreement shall employ at least three Kiribati seamen as a crew-member. Shipowners shall endeavour to take on board additional Kiribati seamen.

2. The shipowner shall pay USD 600 per month per seaman as a waiver fee if unable to employ Kiribati crew on board their licenced vessels as defined in paragraph 1 above. The payment shall be made by shipowners annually to the Kiribati Government account No 4.

3. Shipowners shall be free to select the seamen they take on board their vessels from the names on a list submitted by the Ministry responsible for fisheries in Kiribati.

4. The shipowner or its agent shall inform the Ministry responsible for fisheries in Kiribati of the names of Kiribati seamen taken on board the vessel concerned, mentioning their position in the crew.

5. The International Labour Organisation (ILO) Declaration on Fundamental Principles and Rights at Work shall apply as of right to seamen signed on to Union vessels. This concerns in particular the freedom of association and the effective recognition of the right to collective bargaining of workers, and the elimination of discrimination in respect of employment and occupation.

6. Kiribati seamen's employment contracts, a copy of which shall be given to the signatories, shall be drawn up between the shipowners' agent(s) and the seamen and/or their trade unions or representatives in consultation with the Ministry responsible for fisheries in Kiribati. These contracts shall guarantee the seamen the social security cover applicable to them, including life insurance and sickness and accident insurance.

7. Kiribati seamen's wages shall be paid by the shipowners. They shall be fixed, before fishing licences are issued, by mutual agreement between the shipowners or their agents and the Ministry responsible for fisheries in Kiribati. However, the wage conditions granted to Kiribati seamen shall not be lower than those applied to Kiribati crews and shall under no circumstances be below ILO standards.

8. All seamen employed aboard Union vessels shall report to the master of the vessel designated on the day before their proposed embarkation date. Where a seaman fails to report at the date and time agreed for embarkation, shipowners shall be automatically absolved of their obligation to take the seaman on board.

CHAPTER X

OPERATOR LIABILITY

1. The operator shall ensure that its vessels are seaworthy and contain adequate life safety equipment and survival gear for each passenger and member of the crew.

2. For the protection of Kiribati and the citizens and residents thereof, the operator shall maintain adequate and complete insurance coverage on its vessel through an internationally recognized insurance carrier acceptable to Kiribati authorities for the fishing areas, including areas within the lagoons and atolls, the Territorial Sea and submerged reefs as evidenced by the Certificate of Insurance referred to in Chapter II, Section 3, paragraph 4, point (h) of this Annex.

3. In the event that a Union vessel is involved in a maritime accident or incident in Kiribati, resulting in pollution and damage of any kind to the environment, to property or to any person, the vessel and the operator shall immediately notify the Kiribati authorities. Shall the Union vessel be responsible for above mentioned damages, the vessel and the operator are liable to pay for the costs of the aforementioned damages.

APPENDICES

Appendix 1 – Form for the registration of a fishing vessel and for the application for a fishing licence

Appendix 2 – Communication format reports templates

Appendix 1

Form for the registration of a fishing vessel and for the application for a fishing licence

FISHING VESSEL APPLICATION FORM Republic of Kiribati Register of Fishing Vessel Application Form - Fishing Licence Application Form	
Oceanic Fisheries Division	Tel +686 21099
P.O. Box 64 Bairiki, Tarawa	Fax +686 21120
Republic of Kiribati	Email: fleu@mfmrd.gov.ki

Instructions

– Underline surname

– Address means complete mailing address

– Clearly mark X where appropriate, if not type print clearly

– All unit metric: specify unit if other systems used

– Affix a recent a 6x8 inch color side/aerial and rear photo in the application

The Director of Fisheries, I hereby apply for registration of a vessel on the national fisheries register/fishing licence (strike out as appropriate).

1. GENERAL INFORMATION

Name of Vessel	_____	Application date	_____
Country of Registration	_____	IMO No.	_____
Registration Number	_____	FFA Vessel ID	_____
International Radio Call Sign	_____	ALC No (IMN)	_____
Flag	_____	Period of validity of the fishing licence	_____

2. VESSEL TYPE

Single Purse seine	_____	Support seiner	_____
Group Purse seine	_____	Reefer Carrier	_____
Longline	_____	Bunker/Tanker	_____
Pole & Line	_____	Research vessel	_____
If other specify	_____		

3. OWNERSHIP & OPERATOR DETAIL

Owner name	_____	Operator name	_____
Address	_____	Address	_____
	_____		_____
	_____		_____

4. DIMENSION & CAPACITY

Length (LOA)	_____(m)	Moulded depth	_____(m)
Beam	_____(m)	Gross Tonnage	_____(GRT)

5. BUILDER & DELIVERY

Builder	_____	Year built	_____
Place built	_____	Year delivery	_____

6. ENGINE SPECIFICATIONS

Engine Model	_____	Engine Power	_____(HP)
Max Fuel Carrying Capacity	_____	(kiloliter/gallon)	

7. CREW MANAGEMENT

Master Name	_____	Master Nationality	_____
Crew Complement	_____	Language(s) onboard	_____

8. PORT

Home Port	_____	
Operational port	1. _____	2._____
Authorized Fishing Area	_____	

9. FREEZING CAPACITY

Number of Freezer	_____	
Method	Capacity mt/day	Temperature (º C)
Brine (NaCl)	BR_____	_____
Brine (CaCl)	CB_____	_____
Air (Blast)	BF_____	_____
Air (Coil)	RC_____	_____

10. STORAGE CAPACITY

Method	Capacity (m^3)	Temperature (^{o} C)
Ice	IC_____	_____
Refrigerated seawater	RW_____	_____
Brine (NaCl)	CB_____	_____
Air (Coil)	RC_____	_____

11. PURSE SEINE VESSEL

Aircraft Reg. No.	_____	Helicopter Reg. No	_____
Net Length	_____(m)	Net Depth	_____(m)
Support craft			
Skiff length	_____(m)	Engine Power	_____HP/PS
Speed boat 1 Length	_____Meter/Feet	Engine Power	_____HP/PS
Speed boat 1 Length	_____Meter/Feet	Engine Power	_____HP/PS
Speed boat 1 Length	_____Meter/Feet	Engine Power	_____HP/PS
Stern	_____	Storage capacity	_____St/Mt
Bow	_____	Storage capacity	_____St/Mt

I declare that the above information is true and complete. I understand that I am required to report any changes to the above information within 60 days, and further understand that failure to do so may affect the vessel's good standing on the Regional Register.

Applicant Name _____ Signature_____

(OWNER, CHARTERER or DULY AUTHORIZED AGENT)

Address _____

_____

Telephone No._____ Fax No. _____ Email_____

Appendix 2

Communication Format Reports Templates

All reports shall be transmitted to the competent authority through fleu@mfmrd.gov.ki

1. Weekly position and catch reporting while within Kiribati's waters (every Wednesday)

Content	Transmission
Report code	WPCR
Registration or Licence number	
Call sign or signal letters	
Date of Reporting	DD.MM.YY
Reporting Position	LT;LG
Catch since the last report	
Skipjack (SJ)	(Mt)
Yellowfin (YF)	(Mt)
Bigeye Tuna (BE)	(Mt)
Others (OT)	(Mt)
Fishing days since the last report	actual number of days in which a set was made in the zone

e.g. WPCR/89TKS-PS001TN/JJAP2/11.12.17/0140N;16710W/SJ-23:YF-9:BE-3:OT-2.0/7

2. Reporting of entry to Kiribati's waters (at least twenty-four (24) hours in advance)

Content	Transmission
Report code	ZENT
Registration or Licence number	
Call sign or signal letters	
Date of entry	DD.MM.YY
Time of entry	hhmm GMT
Position of entry	LT;LG
Catch on board by weight by species	
Skipjack (SJ)	(Mt)
Yellowfin (YF)	(Mt)
Bigeye Tuna (BE)	(Mt)
Others (OT)	(Mt)

e.g. ZENT/89TKS-PS001TN/JJAP2/11.10.17/0635Z/0230N;17610E/SK-510:YF-120:BE-60:OT-10

3. Reporting of departure from Kiribati's waters (at least twenty-four (24) hours in advance)

Content	Transmission
Report code	ZDEP
Registration or Licence number	
Call sign or signal letters	
Date of departure	DD.MM.YY
Time of departure	hhmm GMT
Position of departure	LT;LG
Catch on board by weight by species	
Skipjack (SJ)	(Mt)
Yellowfin (YF)	(Mt)
Bigeye Tuna (BE)	(Mt)
Others (OT)	(Mt)
Total catch in zone by weight by species	like catch on board
Total fishing days	actual number of days in which a set was made in the zone

e.g. ZDEP/89TKS-PS001TN/JJAP2/21.10.17/1045Z/0125S;16730E/SJ-450:YF-190:BE-60:OT-4/SJ-42:YF-70:BE-30:OT-1/14

4. Port entry, including entry for transhipment, re-provisioning, discharging crew or catch landings (at least seventy-two (72) hours before the vessel enters port)

Content	Transmission
Report code	PENT
Registration or Licence number	
Call sign or signal letters	
Date of reporting	DD.MM.YY
Reporting position	LT;LG
Port name	
Estimated time of arrival	DD.MM:hhmm
Catch on board by weight by species	
Skipjack (SJ)	(Mt)
Yellowfin (YF)	(Mt)
Bigeye Tuna (BE)	(Mt)
Others (OT)	(Mt)
Name of reefer carrier (if transhipping)	
Reason for visiting port	

e.g. PENT/89TKS-PS001TN/JJAP2/24.12.17/0130S;17010E/BETIO /26.12:1600L/SJ-562:YF-150:BE-50:OT-4/JAPANSTAR/ TRANSSHIPPING

5. Transhipment/Landing activity report (no later than forty-eight (48) hours after completion of the transhipment/landing, or in any event, before the donor vessel leaves port, whichever occurs first)

Content	Transmission
Report code	TSHP
Registration or Licence number	
Call sign or signal letters	
Date of discharge and time	DD.MM.YYYY:hhmm GMT
Port of discharge	
Transhipped catch by weight by species	
Skipjack (SJ)	(Mt)
Yellowfin (YF)	(Mt)
Bigeye Tuna (BE)	(Mt)
Others (OT)	(Mt)
Name of reefer carrier	
Destination of catch	

e.g. TSHP/89TKS-PS001TN/JJAP2/11.12.17:1200Z /BETIO/SJ-450:YF-150:BE-75:OT-0.0/JAPANSTAR/PAGO PAGO

6. Completion report (within forty-eight (48) hours after completing a trip by discharging catch at other fishing ports (outside Kiribati) including operational port, or home port)

Content	Transmission
Report code	COMP
Vessel name	
Licence number	
Call sign or signal letters	
Date of discharge	DD.MM.YYYY
Discharged catch by species	
Skipjack (SJ)	(Mt)
Yellowfin (YF)	(Mt)
Bigeye Tuna (BE)	(Mt)
Others (OT)	(Mt)
Port name	

e.g. COMP/89TKS-PS001TN/JJAP2/26.12.17/SJ-670:YF-65:BE-30:OT-0.0/BETIO

7. Port departure (at least twenty-four (24) hours in advance)

Content	Transmission
Report code	PDEP
Registration or Licence number	
Call sign or signal letters	
Date of reporting	DD.MM.YY
Port name	
Date and time of Departure	DD.MM:hhmm
Catch on board by weight by species	
Skipjack (SJ)	(Mt)
Yellowfin (YF)	(Mt)
Bigeye Tuna (BE)	(Mt)
Others (OT)	(Mt)
Next destination	

e.g. PDEP/89TKS-PS001TN/JJAP2/30.12.17/BETIO/29.12:1600L/SJ-0.0:YF-0.0:BE-0.0:OT-4/FISHING GROUND

8. Bunkering notice (at least twenty-four (24) hours before refuelling from a licenced tanker)

Content	Transmission
Report code	FUEL
Registration or Licence number	
Call sign or signal letters	
Date of reporting GMT	DD.MM.YY
Position of reporting	LT;LG
Amount of fuel on board	Kilolitres
Estimated date of bunkering	DD.MM.YY
Estimated position of bunkering	LT;LG
Name of tanker	

e.g. FUEL/89TKS-PS001TN/JJAP2/06.02.17/0130S;17010E/35/08.02.17/0131S;17030E/CHEMSION

9. Bunkering activity report (immediately after refuelling from a licenced tanker)

Content	Transmission
Report code	BUNK
Registration or Licence number	
Call sign or signal letters	
Starting date and time of bunkering	DD.MM.YYYY:hhmm GMT
Starting position of bunkering	LT;LG
Amount of fuel received	Kilolitres
Ending time of bunkering (GMT);	DD.MM.YYYY:hhmm GMT
Ending position of bunkering	LT;LG
Name of tanker	

e.g. BUNK/89TKS-S001TN/JJAP2/08.02.17:1200Z/0131S;17030E/160/08.02.17:1800Z/0131S;17035E/CRANE PHOENIX

10. Entry into or departure from a closed (prohibited) or protected area (at least twelve (12) hours before entering and immediately after leaving the closed (prohibited) or protected area)

Content	Transmission
Report code	ENCA for entry and DECA for exit
Registration or Licence number	
Call sign or signal letters	
Date and time of ENCA or DECA	DD.MM.YY:hhmm GMT
Position of ENCA or DECA	LT;LG
Speed and course	
Reason for ENCA	

e.g. ENCA/89TKS-PS001TN/JJAP2/30.12.17:1645Z/0130S;17010E/7:320/ENTER PORT