

# **Fisheries Access Agreement**

between

**Government of Tuvalu (GOT)**

and

**CKP FISHING COMPANY LTD**

concerning

## **Fishing Activities in the Exclusive Economic Zone of Tuvalu.**

The Government of Tuvalu (hereinafter referred to as "GOT") on the one part and the CKP FISHING COMPANY LTD (hereinafter referred to as the "Company") on the other part have agreed to the following terms and conditions covering the fishing activities by fishing vessels owned and operated by members of the Company within the Exclusive Economic Zone of Tuvalu.

### **ARTICLE 1: JURISDICTION AND DEFINITION**

- 1.1 The Company recognizes and accepts the sovereign rights of GOT over the marine resources within the EEZ in accordance with the Laws of Tuvalu and International law.
- 1.2 Except as hereinafter provided all definitions of terms and phrases set forth in the Marine Resources Act, as amended (hereinafter referred to as "the Act") shall apply to this Agreement. This Agreement includes the appendices to this Agreement, which shall be an integral part hereof.
- 1.3 For the purposes of this Agreement:
  - (a) *"Automatic Location Communicator" (ALC) 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) *"E-reporting" means the use of electronic equipment to record, store, transmit data and information of fishing vessels, fishing activity (fishing days and catch) and related fishing*

*activity such as unloading and transshipment, and e-pre notification; as well as information on processing factory inflows and outflows including product inventories.*

- (d) "fishing aggregating devices" or "FAD" means any man-made or partly man-made device, whether anchored or not, intended for the purpose of aggregating fish, and includes any natural floating object on which a device has been placed to facilitate its location and includes an object or group of objects, of any size, that has or has not been deployed, that is living or non-living. FAD also includes, but is not limited to buoys, floats, netting, webbing, plastics, bamboo, logs, whales and whale sharks floating on or near the surface of the water that fish may associate with;*
- (e) "FAD closure" means the three months' prohibition of fishing on FADs between 0001 hours GMT on 1 July and 2359 hours GMT on 30 September each year.*
- (f) "Fisheries Law" means the Marine Resource Act 2006 as amended from time to time and includes the regulations;*
- (g) "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;*
  - (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 vehicle, air or sea borne, 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.*
- (h) Fishing Day" means any calendar day or part of a calendar day, during which a purse seine or a Longline vessel is in the EEZ of a Party outside of a port, but does not include a calendar day, or part of a calendar day, referred to in **Article 4.8**.*
- (i) "Fishing Trip" means any period, which commences upon entry of the vessel into the Tuvalu fishery waters and ends when the Fishing vessel offloads any or all of the fish on board.*
- (j) "Foreign Fishing Vessel" or "vessel" means any tuna fishing or tuna fishing support vessel which operates in the exclusive economic or fisheries zone of a member country and is not part of the domestic fleet of the country in whose zone the operation occurs.*

- (k) *"licensing member" or "FFA member" means a party to the South Pacific Forum Fisheries Agency Convention 1979;*
- (l) *"Net-sharing" means the transfer of excess fish from one purse-seiner to another purse-seiner for reason of insufficient well space to accommodate all fish caught in the last set of the vessel transferring fish.*
- (m) *"Operator" means any person who is in charge of, directs or controls a vessel, including the owner, charterer and master.*
- (n) *"related activities" in relation to fishing means: refueling or supplying fishing boats, selling or supplying fishing equipment or performing other activities in support of fishing; including research; storing, buying or processing fish or fish products from the time they are first landed; or storing, buying, transshipping, processing or transporting fish or fish products taken from the fishery waters up to the time such fish or fish products are first landed.*
- (o) *"Transshipment" means the removal of any or all of the fish on board a licensed foreign fishing vessel either ashore or onto another vessel, and not including net sharing.*
- (p) *"Exclusive Economic Zone" means as exclusive economic zone as defined in the Marine Zones Act, 2012.*
- (q) *"Vessel Monitoring System" means the systems employed by FFA member countries and coordinated by the FFA to monitor the position and activities of foreign fishing vessels for the purpose of effective management of fisheries.*

## **ARTICLE 2: FISHING OPERATION**

- 2.1 Vessels engaged in fishing under this Agreement must comply with the provisions of this Agreement, the Marine Resource Act 2006 and applicable laws and regulations of Tuvalu.
- 2.2 The Company shall access the laws of Tuvalu through the website [www.tuvalu-legislation.com](http://www.tuvalu-legislation.com) and shall ensure that the Company is well versed with the national laws of Tuvalu.
- 2.3 All licensed vessels under this Agreement shall only fish for tuna and tuna like fishes and species caught incidentally thereto by purse seining. No other forms of fishing shall be undertaken including, longlining, trolling, trawling, bottom fishing, hand lining, coral fishing or recreational fishing within the fishery waters.
- 2.4 All licensed vessels shall conduct operations in a way which will not disrupt traditional locally-based fisheries and shall release all dolphins, whales, turtles and sea birds when caught.

- 2.5 No vessel, within GOT EEZ, shall conduct fishing during FAD closure making any set on a FAD, or set within one (1) nautical mile of a FAD or of a point where a FAD has been retrieved by another vessel within twenty-four (24) hours immediately preceding the set.
- 2.6 During FAD closure, the operator of a vessel shall not allow the vessel to be used to aggregate fish, or to move aggregated fish including using underwater lights and chumming
- 2.7 During FAD closure, the deployment and maintenance of a FAD is prohibited including the deployment of any device to track the FAD.
- 2.8 All Licensed vessels shall be registered on the PNA Online Vessel Register (OVR), WCPFC Register of Fishing Vessels (RFV) and in good standing on the FFA Vessel Register. No vessel shall be issued a permit or allowed to fish in Tuvalu waters unless it is registered on the PNA OVR, in good standing on the FFA Regional Register and on the WCPFC RFV.
- 2.9 It is prohibited to retain on board, transship or store any silky shark and whitetip shark in whole or in part. Any silky and whitetip shark caught shall be released in a manner that results in as little harm to the shark as possible and the incident shall be reported.
- 2.10 The Operator of the Authorized vessel shall not engage in fishing or related activity in order to catch tuna associated with whale sharks (*Rhincodon typus*). If the whale shark is inadvertently caught, the Authorized vessel shall ensure that it takes reasonable steps at the first opportunity to ensure that it is released and that the incident is reported.
- 2.11 The operator and crew of the vessel are prohibited from deliberately disposing of non-biodegradable waste at sea, including metals, plastics, and parts of fishing gear.
- 2.12 The operator and crew of the vessel are prohibited from dumping or abandoning fishing gear, and must report any fishing gear lost at sea.
- 2.13 The operator and crew of the Vessel shall not dump raw sewage or discard fish, by-catch, rubbish, garbage, fuel, fuel wastes, fuel wastes by-products and/or other waste materials and shall not discharge any substance that is likely to cause damage to, or deterioration of, the quality of marine environment and resources.
- 2.14 All bigeye, skipjack and yellowfin tuna caught shall be retained except where; (a) 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; (b) when the fish are unfit for human consumption for reasons other than size and (c) when serious malfunction of equipment occurs. Any discard of tuna shall be reported in the required form.

- 2.15 The operator shall not undertake any fishing activity during any period when the vessel is not registered or its registration and good standing is expired on the PNA VDS Register or the PNA OVR, the FFA Vessel Register or the WCPFC RFV. A vessel fishing without a current registration shall be deemed to be fishing without a license.
- 2.16 The licensed vessels shall comply with the Third Arrangement Implementing the Nauru Agreement and any amendments that may be agreed to by the Parties to the Nauru Agreement from time to time. If there is an amendment after the coming into force of this agreement, the GoT shall advise the Company of such.

### **ARTICLE 3: REPORTING CONDITIONS**

- 3.1 The Operator of every fishing vessel issued with a license to fish under this agreement shall provide to the GOT with information relating to the position of, and catch on board, the vessel by email message in the form prescribed in the Appendices at the following times:
- a). at least 48 hours prior to entry into and departure from the GOT EEZ in the prescribed form contained in **Appendix 6**;
  - b). at least 24 hours when fishing within GOT fishery waters or 48 hours from other destination, prior to the estimated time of entry into port (PENT) for transshipment in the prescribed form contained in **Appendix 11**.
  - c). every Wednesday while in the EEZ in the prescribed form contained in **Appendix 3**;
  - d). at least 48 hours prior to entry into port to engage in related activity in the prescribed form contained in Appendix 1A.
- 3.2 The Master of a fishing vessel, while in GOT fishery waters, shall;
- a) electronically record and update daily in English, a record of the catch, including bycatch, and fishing activity after each set in the form as set out in Appendix 14; and
  - c) submit the FFA/SPC Regional Electronic-Logsheet (E-log) form as per Appendix 14 daily to the Director of Fisheries through iFIMS

#### **ARTICLE 4: CONDITION OF LICENSE UNDER THE VESSEL DAY SCHEME**

- 4.1 The operator shall comply with the requirements of the Palau Arrangement for the Management of the Western Pacific Purse Seine Fishery – Management Scheme (Vessel Day Scheme), as in force from time to time.
- 4.2 None of the Company fishing vessels shall be issued with a fishing license unless that vessel and its operator have good standing status on the PNA VDS Register or the PNA Online Vessel Register (OVR).
- 4.3 The Company shall be allocated a number of fishing days as described in **Appendix 4**. The purchased fishing days for the current VDS year are not transferrable or refundable. If the Company cannot utilize all the allocated fishing days around or before the end of the current VDS year, at the request of the Company the GOT may trade the unused days on behalf of the Company provided the Company has identified a buyer. However unused days within the current VDS year shall not be carried forward to the next VDS year.
- 4.4 The GOT shall issue a notification to the Company once 75% of the allocated fishing days under this Access Agreement is reached.
- 4.5 The Company shall be responsible to ensure that its licensed vessel shall not exceed the allocated fishing days. Fishing beyond the allocated days shall be deemed fishing without a license.
- 4.6 The GOT shall issue a final notification to the Company once the number of allocated fishing days under this Agreement is reached.
- 4.7 The Company and/or Operator of a licensed vessel shall not undertake any fishing activity once the notification in article 4.6 is received by the Company
- 4.8 The Company may apply to GOT using FIMS if a purse seine or Longline vessel will be in Tuvalu EEZ but will not be undertaking fishing activities. If the application is granted the days or part of the day spent in the EEZ will not be counted as fishing days.
- 4.9 Once the allocated fishing days under the Agreement have been reached all licenses issued are deemed suspended until such time that additional fishing days are allocated to the Company.
- 4.10 Subject to the availability of fishing days the Company may purchase additional fishing days at a price to be determined by GOT.

- 4.11 In the event where the vessel registration with FFA, PNA and WCPFC has been suspended or cancelled, the GOT shall notify the operator and the Company promptly and the license shall be deemed to be cancelled.
- 4.12 The Operator shall ensure that all Non Fishing Day (NFD) claims in Tuvalu Fishery waters are submitted through integrated Fisheries Information Management System (iFIMS). Any NFD claim submitted by email or any other means other than through iFIMS, will not be processed or verified by GOT. NFD claims are subject to the validation by GOT.
- 4.13 All vessels shall register on the PNA Online Vessel register (OVR), through this website address: <https://pna.fimsportal.com/sub/>. Additionally, it shall be a requirement that the vessel masters be registered as users of the integrated Fisheries Information Management System-iFIMS Industry Portal. A guide on registering vessels in the OVR is appended as Appendix 13.

#### **ARTICLE 4A – AUTOMATIC LOCATION COMMUNICATOR**

- 4.14 The operator shall install, maintain, and keep fully operational at all times on board the licensed vessel an ALC of a kind approved by GOT. The operator shall be responsible for the purchase, maintenance and operational costs of the ALC and shall cooperate with GOT in its utilization
- 4.15 The operator shall ensure that its vessels' ALCs are operational and reporting hourly to GOT between 20 degrees North and 20 degrees South within the Western and Central Pacific Ocean, in all areas of high seas, and waters under national jurisdiction of the GOT. The operator shall ensure that the ALC provides location transmissions at intervals of at least every hour to the Administrator when it is within the Vessel Day Scheme Management Area. The reporting rate may be changed from time to time.
- 4.16 The operator of the vessel and its crews shall not tamper with, remove or have removed an ALC from the vessel after installation, except for the purposes of maintenance and repair as required.
- 4.17 In the circumstances whereby a vessel is unable to provide ALC reports, the vessel operator shall produce manual reporting every 4 hours for seven working days. Following 72 hours the operator shall immediately stow the vessel's fishing gears and leave the EEZ of Tuvalu or take the vessel directly to the nearest port, or such other port as the GOT directs, and immediately fix the vessel's ALC.

## **ARTICLE 5: TRANSSHIPMENT, OFFLOADING AND BUNKERING**

- 5.1 The Company vessel(s) licensed under this Agreement shall not carry out any transshipment or offloading at sea under any circumstances.
- 5.2 Transshipment and offloading in Tuvalu may take place in the designated port of Funafuti, with approval granted by GOT. The operator of a vessel intending to transship and offload in Tuvalu shall notify GOT by email message or other approved electronic means, of their intention to enter the designated port of Funafuti in the form prescribed in **Appendix 11** at least 48 hours prior to the estimated time of entry into the port.
- 5.3 Fishing related activities may take place in Tuvalu's EEZ with prior approval of the GOT. The operator of a vessel intending to carry out any fishing related activities in Tuvalu's fishery waters shall notify GOT by email or other approved electronic means, of their intention to undertake such activity in the form prescribed in **Appendix 1a** at least 48 hours prior to the estimated time of undertaking. Once the approved fishing related activity is completed, the Operator must immediately notify GOT either by email, facsimile or cable, or other approved electronic means, of the completion of the related activity(ies) in the form prescribed in **Appendix 1b**.
- 5.4 The Operators shall be responsible for all payment and remuneration of authorized Fisheries officers that are engaged with boarding, inspection and monitoring of all transshipments occurring within the designated port of Funafuti. Payments or remuneration for these authorized officers should be paid out to individual staffs through the Company local agent in Funafuti, Tuvalu. The rates are contained in Appendix 10.
- 5.5 The company or agent of the fishing vessel undertaking transshipments and/or other related activities within the port of Funafuti shall make payment(s) for these activities within 15 working days of receiving the invoice from the Tuvalu Fisheries Department. If the Company fails to settle the invoice within the due date, the Company vessels will be prohibited from carrying out any transshipment in port until such time that all outstanding transshipment fees are settled by the Company.

## **ARTICLE 5A: CREWING**

- 5.6 The operator of a licensed vessel operating in GOT fishery water is encourage to employ at least two crew from the GOT on board each vessel before the start of its operation, and



to maintain such number of crew from GOT during the currency of its license. The crew includes deckhand and officers.

#### **ARTICLE 6: CONTRAVENTIONS**

- 6.1 If GOT has reasonable grounds to believe that any Company vessel engaged in fishing within the Tuvalu fishery waters contravene the provisions of this Agreement and the Fisheries Laws, in relation to fishing in the Tuvalu fishery waters, GOT may suspend that license immediately in addition to any other penalty prescribed under the Marine Resources Act. When making such suspension, GOT shall, through the Company, provide the licensee with a statement describing the offence together with any supporting evidence and other available information relating to the offence. GOT shall give the crew and/or the licensee an opportunity to defend himself or themselves against the alleged offence. Subsequent to this GOT may at its discretion cancel and withdraw the license.
- 6.2 In case of seizure or arrest, by duly authorized officers of GOT, of a Company vessel or its crew, for failure to comply with the laws and regulations of Tuvalu in relation to fisheries, GOT shall give prompt notice of such seizure or arrest to the Company. Arrested crew and seized fishing vessels of the Company shall be promptly released, subject to payment of a reasonable bond or other security.

#### **ARTICLE 7: PORT ENTRY**

- 7.1 The Company vessels for which licenses have been issued under this Agreement may enter the port of Funafuti only to obtain supplies and services, and for other reasonable purposes, as authorized by GOT. The Company vessels, however, are not allowed to call at any other port or island of GOT except in cases of emergency.

#### **ARTICLE 8: LICENSING**

- 8.1 The operator of any vessel authorized to engage in fishing within the Tuvalu fishery waters shall carry a valid license on board the vessel at all times and shall produce it for inspection on demand by any person duly authorized by GOT. Where the vessel is at sea on the date of receipt of the License certificate, production of the license number or a letter advising the license number from the Oceanic Fisheries, shall be sufficient compliance with the obligation imposed by this provision.
- 8.2 Under no circumstances shall the applicant engage in fishing within the Tuvalu fishery waters unless a valid license is granted or a license number is assigned to the applicant by GOT.

- 8.3 A license shall be effective for the duration for which it was issued for but it shall not be valid beyond this agreement. The operator, through the Company shall inform GOT of any changes of particulars of registration for the vessel at the time the vessel applied for a license.
- 8.4 GOT, through the Company, shall provide Company vessel whose application for a license has been rejected or canceled with the reasons for such action. The Company vessel that has been adversely affected by the action of GOT may resubmit its application with appropriate explanations.
- 8.5 The Company, after registering their vessels on the PNA Online Vessel Register (OVR) as per Appendix 13, shall submit their application to obtain a fishing permit through the Electronic Vessel Register (EVR) modules in iFIMS <https://ifims.fimsportal.com>. The Company should attach all relevant documents that are required to support their application for a fishing permit. A manual on how to submit the vessel application via EVR on iFIMS is appended as Appendix 12.
- 8.6 If the Company do not have an iFIMS Web Portal access for the PNA OVR and Electronic Vessel Register (EVR), assistance can be attained by sending an e-mail to [support@ifims.com](mailto:support@ifims.com).

#### **ARTICLE 9: FEES**

- 9.1 The applicable fee structure is contained in **Appendix 4**.
- 9.2 Upon the signing of this Agreement, the applicant, through the Company, shall pay the Access and fishing day(s) fee to account **No. 01/420002/01** account name **General Revenue of GOT** and the Fisheries Observer fee shall be paid to account **No. 01/751389/01** account name **Tuvalu Development Fund** with the National Bank of Tuvalu.
- 9.3 All fees payable by the Company to GOT under this agreement shall be free and clear of any bank deductions and withholdings.
- 9.4 All fees are prescribed within the **Appendix 4** and shall be paid by the Company to the GOT, as per article 9.2

#### **ARTICLE 10: TRANSFERENCE OF LICENSE**

- 10.1 A license certificate is effective only for the vessel specified therein. There shall be no transfer of a license certificate from one vessel to another.

- 10.2 If GOT determines that a registration certificate or license has been lost or destroyed, GOT shall issue a replacement registration certificate or license on request by the Company.
- 10.3 In the event that a licensed vessel changes its name within the validity period of its current license, a new license should be issued for the same vessel under its new name upon remitting the license and other applicable fees. The old license should be terminated and cannot be used by the same vessel under its new name.

### **ARTICLE 11: OBLIGATIONS**

- 11.1 Fishing within the 12-mile territorial waters, closed area and archipelagic waters of Tuvalu is prohibited. Refer to **Appendix 9** for baseline coordinates of the 12-mile territorial waters, closed area and archipelagic waters.
- 11.2 The Vessel Operator must submit their daily catch and daily activities through iFIMS to the PNA FIMS while fishing in Tuvalu Fishery waters.
- 11.3 A vessel engaged in fishing within the Tuvalu fishery waters in accordance with this Agreement shall display the call sign or signal letters on both sides of the hull at a height of more than one (1) meter with clearly visible colors and on the top of the vessel. The name of the vessel shall be printed clearly in English on the bow and the stern of the vessel.
- 11.4 A licensed vessel shall immediately report to GOT by email, facsimile or cable, or other authorized electronic means, in the form specified in **Appendix 6** on entry to the Tuvalu fishery waters and on departure from the Tuvalu fishery waters.
- 11.5 The operator of a vessel, while fishing in the Tuvalu fishery waters, shall maintain daily catch record in the form prescribed in **Appendix 7 (hard copy)** and **Appendix 14 (e-copy)**.
- 11.6 A daily position and catch report shall be made every day while within the Tuvalu fishery waters in the form as set forth in **Appendix 7**. Upon completion of a fishing trip, the vessel shall report the completion of the trip to GOT in the form as set forth in **Appendix 8**.
- 11.7 An operator, through the Company, shall dispatch the catch report in the form as set forth in **Appendix 7** relating to fishing within the Tuvalu fishery waters to GOT as soon as

possible after completion of each trip of the vessel concerned, but in any case not later than 30 days after completion of that trip.

- 11.8 The Company shall ensure that all the members and the crew of any licensed vessel are fully informed of and comply with the obligation imposed on the Company vessels by the fisheries laws and regulations of GOT and this Agreement.
- 11.9 Provisions of the Access Agreement shall be subject to the laws of Tuvalu.

## **ARTICLE 12: ENFORCEMENT AND PENALTIES**

- 12.1 The operator and crew members of a vessel engaged in fishing in the Tuvalu fishery waters shall allow and assist boarding of authorized officers of GOT for the purpose of inspection and enforcement and comply at all times with the instruction given by them.
- 12.2 The operator and each member of the crew of a Company vessel shall immediately comply with every instruction and direction given by an authorized and identified Fisheries Officer or Police Officer, including to stop, to move to a specified location, and to facilitate safe boarding and inspection of the vessel, its license, gear, equipment, records, facilities, fish and fish products. Such boarding and inspection shall be conducted as much as possible in a manner so as not to interfere unduly with lawful operation of the vessel. The operator and each member of the crew shall facilitate and assist in any action by an authorized Fisheries Officer or Police Officer and shall not assault, obstruct, resist, delay, refuse boarding to, intimidate or interfere with an authorized Fisheries Officer or Police Officer in the performance of his or her duties.
- 12.3 All vessels listed under this Company which has been licensed to fish under this Agreement shall comply with the 1989 FAO standard specifications for the marking and identification of fishing vessels. In particular, the international radio call sign of the vessel, or, if the vessel does not have a radio call sign, its signal letter shall be painted in white on a black background, or in black on a white background on the port and starboard sides of the vessel's hull or superstructure in block letters not less than one (1) meter in height in such a manner that the markings are clearly visible from the air and at sea level.
- 12.4 At all times while the vessel is in the GOT EEZ all parts of these markings shall be clear, distinct and uncovered.

## **ARTICLE 13: OBSERVERS**

- 13.1 The licensed fishing vessel shall carry at all times an authorized observer from any existing regional or sub-regional observer program, except when the vessel is in dry-dock.
- 13.2 The operator shall permit authorized observers to be placed on board the licensed vessel to observe and monitor for scientific and compliance purposes at agreed places and times of embarkation and disembarkation. The observers' duties shall not unnecessarily interrupt or interfere with the vessel's operation.
- 13.3 The operator, officers and crew shall allow and assist the authorized observer full access to and use of facilities and equipment which the observer may determine is necessary to carry out his duties; access to fish hold areas to process, weigh, collect samples; access to the vessel's records, including logbooks and other documentation for the purpose of inspection and gathering any other information required to fully monitor the vessel's operation.
- 13.4 Normal food, accommodation and medical care shall be provided by the vessel at a standard of the officers, life and medical insurance shall all be met by the Company while the observer is onboard the vessel.
- 13.5 The operator, officers and crews shall not assault, obstruct, resist, delay, refuse boarding to, intimidate or interfere with the authorized observer in the performance of his duties while onboard.

### **ARTICLE 13A – OBSERVER SAFETY**

- 13.6 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.
- 13.7 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.
- 13.8 The operator shall immediately cease fishing, report to the relevant 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

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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 concerned, the operator may be ordered back to port.

(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.

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

- (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.

13.9. The operator shall be responsible for the following, as required and specified by the GOT 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.

13.9.1 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.

#### **ARTICLE 14: GOOD STANDING ON THE FFA VESSEL REGISTER.**

14.1 None of the Company fishing vessel shall be issued with a fishing license unless that vessel and its operator have good standing status on the FFA Vessel Register.

#### **ARTICLE 15: CONSULTATIONS AND DISPUTE SETTLEMENT**

15.1 GOT and the Company agrees to hold a consultation within thirty (30) days of the receipt of a notice from the requesting Party. Such consultation may involve, inter alia, considerations of the following matters -

- (i) the implementation or interpretation of the terms of this Agreement;
- (ii) the development of further cooperation in the field of fisheries of mutual interest to the Parties; and
- (iii) such other matters as may be agreed upon.

15.2 In the event of any dispute arising out of the interpretation or application of any of the provisions of this Agreement, the Parties shall make utmost efforts to settle such dispute through consultations between themselves.

#### **ARTICLE 16: AGREEMENT PERIOD**

16.1 This Agreement shall have effect during the period of 12 months from 1st January 2019 until the 31<sup>st</sup> December 2019.

#### **ARTICLE 17: AMENDMENTS**

17.1 Terms and conditions of this Agreement may be amended by agreement between GOT and the Company

#### **ARTICLE 18: TEXT**

18.1 This Agreement shall be made in duplicate in English and GOT and the Company shall each hold one original thereof as evidence of their agreement.

18.2 IN WITNESS WHEREOF of undersigned, being duly authorized thereto by the representative parties, have signed this Agreement via email exchange on the 31<sup>th</sup> December 2018.

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**Mr. Samasoni Finikaso**  
Director of Fisheries  
Ministry of Natural Resources  
Government of Tuvalu

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**Mr. Sung Soo Kim**  
Managing Director  
For and on behalf of  
CKP Fishing Co., Ltd

## NOTICE OF INTENT TO UNDERTAKE TRANSSHIPMENT OR OFFLOAD, BUNKER, OR ANY RELATED ACTIVITIES<sup>2</sup>

1. VESSEL DETAILS			
Name of Vessel:			
International call sign:		Licensee Number:	
Date and time of request:			
2. REPORT TYPE:			
<input type="checkbox"/> Transhipment or Offload (continue to part 3)	<input type="checkbox"/> Bunkering (continue to part 4)	<input type="checkbox"/> Related Activities (continue to part 5)	
3. TRANSSHIPMENT OR OFFLOAD			
Date of transhipment or offload:			
Port of transhipment or offload:			
Carrier of transhipment:			
4. BUNKERING			
Intended date of bunkering:			
Name of bunker vessel:			
Port of bunkering:			
Location: (longitude & latitude)			
5. RELATED ACTIVITIES			
Date and time intended for the related activities:			
Particulars of the related activities to be undertaken:			
Duration:			

<sup>2</sup> “related activities” is defined in section (2) **Marine Resources Act 2006** and as amended in **2012**



Name of Assisting vessel:	
Estimated Location:	

AUTHORISED FISHERIES OFFICER ONLY	
Date request received:	
Date approved:	
Name and signature:	

***NOT VALID UNLESS STAMPED WITH THE TUVALU FISHERIES DEPARTMENT OFFICIAL SEAL***

## POST TRANSSHIPMENT OR OFFLOAD, BUNKER, OR ANY RELATED ACTIVITIES

1. VESSEL DETAILS	
Name of vessel:	
Licencee Number:	
International call sign:	
Date and time:	
2.DETAILED OF ACTIVITY	
Type:	
Location: (longitude & latitude)	
Name of assisting vessel:	
Date of complete:	

AUTHORISED FISHERIES OFFICER ONLY	
Date post-report received:	
Name and Signature:	

**APPLICATION FOR PERMIT**

Government of Tuvalu  
 Fisheries Department  
 Ministry of Natural Resources  
 Private Mail Bag, Teone, Funafuti, Tuvalu.

Phone (688) 20704  
 Email: [tualen@gmail.com](mailto:tualen@gmail.com)  
 Email: [sionatana@gov.tv](mailto:sionatana@gov.tv)

- INSTRUCTIONS:**
- \* Underline Surname
  - \* Address means complete mailing address
  - \* Clearly mark the boxes  where appropriate
  - \* All units Metric; Please specify if other units used

<b>Name of License Holder:</b> _____		<b>Name of Vessel:</b> _____	
<b>IRCS:</b> _____		<b>Country of Registration (Flag):</b> _____	
<b>Number of Registration (Flag)</b> _____		<b>FFA Register VID</b> _____	
<b>MTU Inmarsat C IMN</b> _____		<b>Inmarsat A N<sup>o</sup>:</b> _____	
<b>Inmarsat B N<sup>o</sup>:</b> _____		<b>Inmarsat M N<sup>o</sup>:</b> _____	
<b>Operational Base(s)</b>			
<b>Port</b> _____		<b>Country</b> _____	
<b>Vessel Owner</b>		<b>Vessel Charterer / Operator</b>	
Name _____		Name _____	
Address _____		Address _____	
_____		_____	
_____		_____	
<b>Vessel Master/Captain</b>		<b>Fishing Master</b>	
Name _____		Name _____	
Address _____		Address _____	
_____		_____	
_____		_____	
<b>Vessel Type:</b>	<input type="checkbox"/> Single Purse Seiner	<input type="checkbox"/> Longliner	<input type="checkbox"/> Fish Carrier / Reefer
	<input type="checkbox"/> Group Purse Seiner	<input type="checkbox"/> Pole and Line	<input type="checkbox"/> Bunker
	<input type="checkbox"/> Mothership	<input type="checkbox"/> Troller	<input type="checkbox"/> Other
	<input type="checkbox"/> Net Boat		(Please specify)
	<input type="checkbox"/> Search Boat		
<b>Hull Material:</b>	<input type="checkbox"/> Steel	<input type="checkbox"/> Fibreglass	<input type="checkbox"/> Other _____
	<input type="checkbox"/> Wood	<input type="checkbox"/> Aluminium	(Please specify)
<b>Gross Tonnage</b> _____ (metric tons)	<b>Length Overall</b> _____ (metres)		
<b>Country Built</b> _____	<b>Rated Speed</b> _____ (knots)		
<b>Year Built</b> _____	<b>Number of Crew</b> _____		
<b>Total Engine Power</b> _____ (specify units)			
<b>Total Fuel Carrying Capacity</b> _____ (kilolitres)			

<b>Satellite Communication System Present</b>		<b>Y / N</b>	(Please circle your response)
<b>Daily Freeze Method:</b>		<input type="checkbox"/>	Brine
(You may choose more than one)		<input type="checkbox"/>	Air (Blast)
		<input type="checkbox"/>	Air (Coils)
		<b>Total Daily Capacity</b> _____ tonnes/day	
<b>Storage Method:</b>		<input type="checkbox"/>	Ice
(You may choose more than one)		<input type="checkbox"/>	Refrigerated Sea Water
		<input type="checkbox"/>	Brine (NaCl)
		<input type="checkbox"/>	Air (Coils)
		<b>Total Storage Capacity</b> _____ cubic meters	
<b>Complete either A, B or C as appropriate</b>			
<b>A. PURSE SEINE VESSELS</b>			
Helicopter Reg No		Net Length	Metres
Helicopter Model		Net Depth	Metres
Power Block Net Pull	(kilos)	No of Auxiliary Boats	_____
Purse Winch Bare Drum Line Pull	_____ (metres per		
Doppler Current Meter Present	<b>Y / N</b>	(Please circle your response)	
Bird Radar Present	<b>Y / N</b>		
<b>B. POLE AND LINE VESSELS</b>			
No of Automatic Poling Devices	_____	Bait Storage Capacity	_____ cubic metres
Bird Radar Present	<b>Y / N</b>	(Please circle your response)	
<b>C. LONG LINE VESSELS</b>			
Main line material	_____	Max No Baskets	_____
Main line length	_____ kilometres	Max No Hooks	_____
Line Shooter Present	<b>Y / N</b>	(Please circle your response)	

I declare the above information is true and complete. I understand that I am required to report any changes to Tuvalu within 60 days of the above information as soon as possible.

**Number of Fishing Days** \_\_\_\_\_ (eg 312)

**Applicant**

State whether owner, charterer or duly authorized agent \_\_\_\_\_

Name of Applicant \_\_\_\_\_

Address \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Tel No \_\_\_\_\_

Email \_\_\_\_\_

Fax No \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

**WEEKLY REPORTING FORMAT**  
**FOR COMPANY FISHING VESSELS**

To be submitted every Wednesday if the vessel remains fishing in Tuvalu's EEZ for more than a week.

1	TYPE OF REPORT	WPCR
2	VESSEL NAME	SHILLA SPRINTER
3	INTERNATIONAL RADIO CALL SIGN (IRCS)	JJWE
4	VESSEL LICENSE NUMBER	TV16-KR12345PS-012
5	GMT DATE OF REPORT (D/M/Y)	09-12-16
6	GMT TIME OF REPORT	1300
7	POSITION OF REPORT (LAT/LONG)	0420S17825E
8	INTENDED ACTIONS	SEARCHING, TRANSIT, ETC
9	BREAKDOWN OF CATCH ABOARD (MT)	ALB25/ BET120/ YFT25/ SKJ500/ OTH00
10	END	

**EXAMPLE:**

WPCR/ SHILLA SPRINTER/ JJWE/ TV16-KR12345PS-012/ 09-12-16/ 1300/ 0420S17825E/ SEARCHING/  
 ALB25/ BET120/ YFT25/ SKJ500/ OTH00/ END.

## FEE STRUCTURE

The license fee shall be as follows:

### Longline Vessel

Access Fee: US\$20,000 per Longline vessel for (12) months  
US\$10,000 per Longline vessel for six (6) months

Observer Fee: US\$3,000 per Longline vessel per year

### Fish Carrier Vessel

License Fee: US\$20,000 per carrier vessel per 12 months  
Observer Fee: US\$5,000 per carrier vessel per 12 months

# GOVERNMENT OF TUVALU



## FOREIGN FISHING VESSEL LICENSE

The vessel described in this License is hereby authorised to engage in fishing in the Licensing Area for the period in this License with the Fishing Agreement and to fish in accordance with the terms and conditions referred to in the Marine Resource Act 2006.

NAME OF LICENSE HOLDER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

VESSEL TYPE: \_\_\_\_\_  
YEAR BUILT: \_\_\_\_\_

FULL NAME OF VESSEL:

SIZE OF VESSEL

IRCS

\_\_\_\_\_

\_\_\_\_\_GRT

\_\_\_\_\_

FLAG REGISTRATION NUMBER

FFA VID

\_\_\_\_\_

AUTHORISED FISHING METHOD

AUTHORISED TARGET SPECIES

\_\_\_\_\_

\_\_\_\_\_

LICENSE NUMBER

PERIOD OF VALIDITY

\_\_\_\_\_

\_\_\_\_\_

LICENSE START DATE

LICENSE EXPIRY DATE

\_\_\_\_\_

\_\_\_\_\_

MTU INMARSAT C IMN

ALTERNATE VESSEL CONTACT DETAILS

\_\_\_\_\_

INMARSAT A No: \_\_\_\_\_

INMARSAT B No: \_\_\_\_\_

INMARSAT M No: \_\_\_\_\_

Mobile Ph. No: \_\_\_\_\_

It is not required to return this certificate on expiration of its validity.

\_\_\_\_\_

DATE OF ISSUE \_\_\_\_\_

**Samasoni Finikaso**  
**Director of Fisheries**

### SUMMARY OF SELECTED LICENSE TERMS AND CONDITIONS

1. The operator shall comply with laws and regulations of the licensing member.
2. The master shall keep this license (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 (log sheets) and submit them, along with true copies of the landing and out-turn documentation, and landing slips and docks receipts, to the issuing authority or its representatives, in a final report within 14 days of completion of a trip.
6. The Master shall provide to issuing authority, or its representatives, information relating to the position of, catch and observer on board, the vessel, in a 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;
  - (iii) Within a reasonable time prior to the estimates time of entry into port of the issuing authority as determined by the issuing authority; and
7. The Master shall provide 72 hours notice of a request to tranship fish or re-provision the vessel. The vessel may only tranship in an approved port and at 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 Master shall install, maintain and operate a registered ALC/MTU at all times and in accordance with the manufacturer's specification and operating instructions and FFA standards.
10. The operator shall ensure that no person tampers or interfere with the ALC/MTU and that ALC/MTU is not altered, damage 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 license.
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, 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 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 sufficient 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 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-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.**



**TUVALU ZONE ENTRY AND DEPARTURE REPORTING FORMAT**

To be submitted by fishing vessels via email to Fisheries 24 hrs prior to Entry into and Departure from Tuvalu's EEZ

**1. Zone Entry Report**

1	TYPE OF REPORT	ZENT
2	VESSEL NAME	SHILLA SPRINTER
3	INTERNATIONAL RADIO CALL SIGN (IRCS)	JJWE
4	VESSEL LICENSE NUMBER	TV16-KR12345PS-012
5	GMT DATE OF REPORT (D/M/Y)	09-12-16
6	GMT TIME OF REPORT	1300
7	POSITION OF REPORT (LAT/LONG)	0420S17825E
8	INTENDED ACTIONS	SEARCHING, TRANSIT, ETC
9	BREAKDOWN OF CATCH ABOARD (MT)	ALB25/ BET120/ YFT25/ SKJ500/ OTH00
10	END	

**EXAMPLE:**

ZENT/ SHILLA SPRINTER/ JJWE/ TV16-KR12345PS-012/ 09-12-16/ 1300/ 0420S17825E/  
SEARCHING/ ALB25/ BET120/ YFT25/ SKJ500/ OTH00/ END.

**2. Zone Departure Report**

1	TYPE OF REPORT	ZDEP
2	VESSEL NAME	SHILLA SPRINTER
3	INTERNATIONAL RADIO CALL SIGN (IRCS)	JJWE
4	VESSEL LICENSE NUMBER	TV16-KR12345PS-012
5	GMT DATE OF REPORT (D/M/Y)	09-12-16
6	GMT TIME OF REPORT	1300
7	POSITION OF REPORT (LAT/LONG)	0420S17825E
8	INTENDED ACTIONS	SEARCHING, TRANSIT, ETC
9	BREAKDOWN OF CATCH ABOARD (MT)	ALB25/ BET120/ YFT25/ SKJ500/ OTH00
10	END	

**EXAMPLE:**

ZDEP/ SHILLA SPRINTER/ JJWE/ TV16-KR12345PS-012/ 09-12-16/ 1300/ 0420S17825E/  
SEARCHING/ ALB25/ BET120/ YFT25/ SKJ500/ OTH00/ END.



**TRIP COMPLETION REPORTING FORMAT**  
**FOR COMPANY FISHING VESSELS**

To be submitted when arriving at any port for unloading

1	TYPE OF REPORT	COMP
2	VESSEL NAME	SHILLA SPRINTER
3	INTERNATIONAL RADIO CALL SIGN (IRCS)	JJWE
4	VESSEL LICENSE NUMBER	TV16-KR12345PS-012
5	GMT DATE OF TRIP STARTED (D/M/Y)	09-12-16
6	GMT TIME OF REPORT	1300
7	GMT DATE OF REPORT	05-02-17
8	BREAKDOWN OF CATCH ONBOARD (MT)	ALB25/ BET120/ YFT25/ SKJ500/ OTH00
9	PORT OF DISCHARGE	TARAWA
10	END	

**EXAMPLE:**

COMP/ SHILLA SPRINTER/ JJWE/ TV16-KR12345PS-012/ 09-12-16/ 1300/ 05-02-17/ ALB25/ BET120/ YFT25/  
 SKJ500/ OTH00/ TARAWA/ END.

## CLOSED AREAS

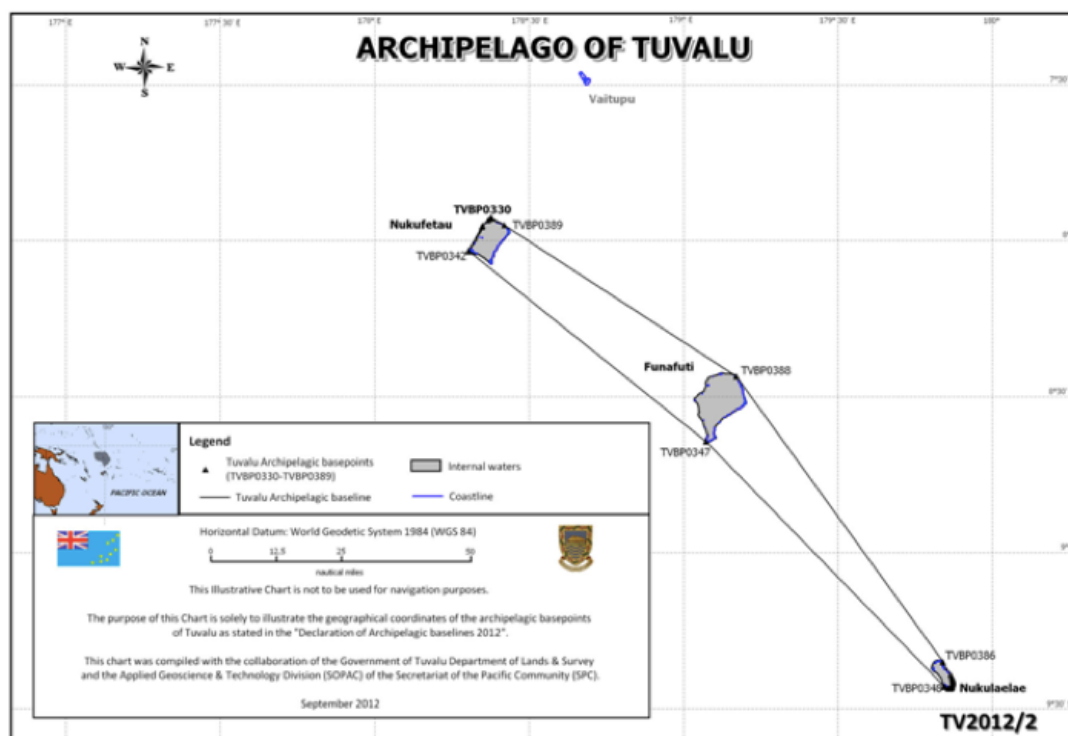
### 1. 15 nautical miles from the center of the following Seamounts:

SEAMOUNT NAME	LAT	LONG
Macaw Bank	10' 42' S	179' 12' E
Kosciusko	10' 27' S	179' 35' E
Bayonnaise	12' 08' S	179' 44' W
Hera	12' 10' S	179' 16' W
Rose		

### 2. Archipelagic Waters

#### SCHEDULE 2 - ILLUSTRATIVE CHART

#### GENERAL ILLUSTRATION OF THE ARCHIPELAGIC BASELINES



Note: This chart is provided as a general illustration of the archipelagic baselines specified in Part 1 of the Schedule.



**GOVERNMENT OF TUVALU**

**FISHERIES DEPARTMENT**

**MINISTRY OF NATURAL RESOURCES**

PRIVATE MAIL BAG, FUNAFUTI,

Telephone: 688 20836. Email: samfinikaso70@gmail.com

31<sup>st</sup> December, 2015.

To whom it may concern,

I write to you to inform you that there are new charges to be applied for any vessel conducting transshipment and bunkering in Tuvalu waters. All these new charges will be effective on the 1<sup>st</sup> January 2016.

The table below shows the different charges.

Item	New Fee
Canned Product	US\$10 per ton
MSC Eligible	USD12 per ton
Sashimi Grade	US\$15 per ton
Carrier Licensing Fee	\$20,000 per year plus US\$5,000 Observer fee
Bunker Licensing Fee	US\$90,000 per year plus USD5,000 Observer fee
Bunker in our EEZ	US\$5,000 per license vessel per bunkering activity in our EEZ, Vessel(s) without a valid Tuvalu fishing license are not allowed to do bunkering in our EEZ.
Observer Fee (fee for observer carrying out monitoring duties during transshipment)	AUS\$25 (to be levied to company carrying out transshipment in our Port)
Overtimes for Fisheries Officers	Officer hourly salary rate x 2 (to be levied to company concerned)

Thank you for your understanding and cooperation.

Yours sincerely,



\* It was agreed that the Ministry would submit a proposal to its Cabinet to lower the transshipment fee level from \$10 to \$4 per ton with a view to applying it from 1 January, 2019. Work on this issue would be made as soon as the delegation returns to Tuvalu.

**PORT ENTRY (PENT) REPORTING FORMAT**  
**FOR COMPANY FISHING VESSELS**

To be submitted 24 hrs if vessel is within TV EEZ, and 48 hrs from other destination prior to estimated time of entry into  
 Port for transshipment

1	TYPE OF REPORT	PENT
2	VESSEL NAME	SHILLA SPRINTER
3	INTERNATIONAL RADIO CALL SIGN (IRCS)	JJWE
4	VESSEL LICENSE NUMBER	TV16-KR12345PS-012
5	ESTIMATED GMT DATE OF PENT (D/M/Y)	09-12-16
6	ESTIMATED GMT TIME OF PENT	1300
7	CURRENT POSITION (LAT/LONG)	0420S17825E
8	REASON FOR PORT ENTRY	TRANSHIPMENT
9	BREAKDOWN OF CATCH TRANSFER (MT)	ALB25/ BET120/ YFT25/ SKJ500/ OTH00
10	VESSEL RECEIVING CATCH (CARRIER)	SEINA STAR
11	VESSEL RECEIVING CATCH IRCS	DSRN5
12	END	

**EXAMPLE:**

PENT/ SHILLA SPRINTER/ JJWE/ TV16-KR12345PS-012/ 09-12-16/ 1300/ 0420S17825E/ TRANSHIPMENT/  
 ALB25/ BET120/ YFT25/ SKJ500/ OTH00/ SEIN STAR/ DSRN5/ END.