EUROPEAN COMMISSION

Brussels, 14.4.2010
COM(2010)144 final

2010/0079 (NLE)

Proposal for a

COUNCIL DECISION

on the provisional application of the Fisheries Partnership Agreement between the European Union and Solomon Islands

EXPLANATORY MEMORANDUM

The Community and Solomon Islands have negotiated and initialled, on 26 September 2009, a Fisheries Partnership Agreement which provides EU fishermen with fishing opportunities in Solomon Islands fishing zone. This Partnership Agreement, accompanied by a Protocol and the annexes thereto, has been signed for a period of three years and is renewable. On the date of its entry into force, this Agreement repeals and replaces the Fisheries Partnership Agreement between the European Community and Solomon Islands on fishing off Solomon Islands which entered into force on 9 October 2006.

The Commission's negotiating position was based in part on the results of an evaluation carried out by external experts.

The new Partnership Agreement aims to strengthen cooperation between the European Union and Solomon Islands and promote a partnership framework in which to develop a sustainable fisheries policy and responsible exploitation of fishery resources in Solomon Islands fishing zone in the interests of both Parties.

The two Parties have agreed to cooperate with a view to implementing a sectoral fisheries policy adopted by Solomon Islands and to that end shall initiate a policy dialogue on the necessary reforms. The financial contribution under the Protocol is set at EUR 400 000 per year, corresponding to fishing opportunities in the tuna highly migratory species. 50% of this financial contribution is earmarked for the support and implementation of objectives identified in the context of the sectoral fisheries policy drawn up by the Solomon Islands authorities.

In terms of fishing opportunities, 4 purse seiners will be authorised to fish. No fishing possibilities for longliners have been negotiated. However, the new protocol includes a clause which allows for the possibility to introduce new fishing possibilities, including for longliners, should the need arise.

EU shipowners shall pay fishing fees of EUR 13.000 per purse seine vessel. Furthermore, EU shipowners shall undertake to employ at least 25% seamen of ACP origin, giving priority to Solomon Islands seamen and to contribute towards the observers programme.

The Partnership Agreement also provides for economic, financial, technical and scientific cooperation in the fisheries sector with a view to promoting responsible fishing in Solomon Islands fishing zone to guarantee the conservation and sustainable exploitation of fishery resources and developing Solomon Islands fisheries sector.

The Commission proposes, on this basis, that the Council adopt by Decision the provisional application of the Fisheries Partnership Agreement between the European Union and Solomon Islands.

A proposal for a Council Decision on the conclusion of this new Fisheries Partnership Agreement and the Council Regulation concerning the allocation of the fishing opportunities among the Member States are the subject of separate procedures.

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Proposal for a

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on the provisional application of the Fisheries Partnership Agreement between the European Union and Solomon Islands

THE COUNCIL OF THE EUROPEAN UNION,

Having regard to the Treaty on the Functioning of the European Union, and in particular Article 43(2) in conjunction with Article 218 (5) thereof,

Having regard to the proposal from the European Commission,

Whereas:

(1) The Community has negotiated with Solomon Islands a Fisheries Partnership Agreement providing EU vessels with fishing opportunities in the waters over which Solomon Islands has sovereignty or jurisdiction in respect of fisheries.

(2) As a result of those negotiations, a new Fisheries Partnership Agreement was initialled on 26 September 2009.

(3) The Fisheries Partnership Agreement between the European Community and Solomon Islands on fishing off Solomon Islands is repealed by the new Fisheries Partnership Agreement.

(4) In order to guarantee the continuation of fishing activities by EU vessels, it is essential that the new Fisheries Partnership Agreement be applied as quickly as possible. Both parties have therefore initialled an Agreement in the form of an Exchange of Letters providing for the provisional application of the Fisheries Partnership Agreement as from 9 October 2009.

(5) It is in the European Union's interest to approve the Agreement in the form of an Exchange of Letters on the provisional application of the Fisheries Partnership Agreement.

HAS ADOPTED THIS DECISION:

Article 1

The Agreement in the form of an Exchange of Letters on the provisional application of the Fisheries Partnership Agreement between the European Union and Solomon Islands for the period from 9 October 2009 to 8 October 2012 is hereby approved on behalf of the European Union.

The text of the said Agreement in the form of an Exchange of Letters is attached to this Decision.

Article 2

The President of the Council is hereby authorised to designate the persons empowered to sign the Agreement in the form of an Exchange of Letters on behalf of the European Union, subject to the conclusion at a later date of the Fisheries Partnership Agreement between the European Union and Solomon Islands.

Article 3

This Decision shall enter into force on the day of its adoption. It shall be published in the *Official Journal of the European Union.*

Done at Brussels,

For the Council
The President

Agreement in the form of an exchange of letters on the provisional application of the Fisheries Partnership Agreement between the European Community and Solomon Islands

A. Letter from the Government of Solomon Islands

Sir,

I am delighted that Solomon Islands and European Community negotiators have been able to reach a consensus on a Fisheries Partnership Agreement between Solomon Islands and the European Community, and on a Protocol setting out the fishing opportunities and financial contribution and the annexes thereto.

The result of these negotiations improves on the earlier Agreement and will strengthen our fisheries relations and establish a true partnership framework in which to develop a sustainable and responsible fisheries policy in Solomon Islands' waters. To this end, I would propose launching in parallel the procedures for approval and ratification of the texts of the Agreement, the Protocol and the Annex and Appendices thereto in accordance with the procedures in force in Solomon Islands and the European Community and necessary for their entry into force.

In order to avoid interrupting fishing activities by Community vessels in Solomon Islands' waters, and referring to the Agreement and the Protocol initialled on 26 September 2009 and setting out the fishing opportunities and financial contribution from 9 October 2009 to 8 October 2012, I have the honour to inform you that the Government of Solomon Islands is willing to apply this Agreement and this Protocol provisionally from 9 October 2009 pending their entry into force in accordance with Article 18 of the Agreement, provided that the European Community is prepared to do likewise.

This is on the understanding that the first instalment of the financial contribution, laid down by Article 2 of the Protocol, must be paid before 1st December 2010.

I should be grateful if you would confirm the agreement of the European Community to such a provisional application.

Please accept, Sir, the assurance of my highest consideration.

B. Letter from the European Community

Sir,

I have the honour to acknowledge receipt of your letter of today's date which reads as follows:

'I am delighted that Solomon Islands and European Community negotiators have been able to reach a consensus on a Fisheries Partnership Agreement between Solomon Islands and the European Community, and on a Protocol setting out the fishing opportunities and financial contribution and the annexes thereto.

The result of these negotiations improves on the earlier Agreement and will strengthen our fisheries relations and establish a true partnership framework in which to develop a sustainable and responsible fisheries policy in Solomon Islands' waters. To this end, I would propose launching in parallel the procedures for approval and ratification of the texts of the Agreement, the Protocol and the Annex and Appendices thereto in accordance with the procedures in force in Solomon Islands and the European Community and necessary for their entry into force.

In order to avoid interrupting fishing activities by Community vessels in Solomon Islands' waters, and referring to the Agreement and the Protocol initialled on 26 September 2009 and setting out the fishing opportunities and financial contribution from 9 October 2009 to 8 October 2012 , I have the honour to inform you that the Government of Solomon Islands is willing to apply this Agreement and this Protocol provisionally from 9 October 2009 pending their entry into force in accordance with Article 18 of the Agreement, provided that the European Community is prepared to do likewise.

This is on the understanding that the first instalment of the financial contribution, laid down by Article 2 of the Protocol, must be paid before 1st December 2010.

I should be grateful if you would confirm the agreement of the European Community to such a provisional application.'

I am pleased to confirm the agreement of the European Community to a provisional application.

Please accept, Sir, the assurance of my highest consideration.

FISHERIES PARTNERSHIP AGREEMENT
between the European Community and Solomon Islands

THE EUROPEAN COMMUNITY, hereinafter referred to as "the Community",

and

The Government of Solomon Islands, hereinafter referred to as “Solomon Islands”,

Hereinafter referred to as "the Parties",

CONSIDERING the close co-operation and working relationship between the Community and Solomon Islands, particularly in the context of the Cotonou Agreement, and their mutual desire to further maintain and develop these relations,

CONSIDERING the desire of the two Parties to promote the sustainable exploitation of fishery resources by means of intensified co-operation,

HAVING REGARD to the United Nations Convention on the Law of the Sea and to the United Nations Highly Migratory Fish Stock Agreement,

DETERMINED to apply the decisions and recommendations of the Western and Central Pacific Fisheries Commission, hereinafter referred to as "WCPFC",

AWARE of the importance of the principles established by the Code of Conduct for Responsible Fisheries adopted at the FAO Conference in 1995,

RECOGNISING the sovereign rights of Solomon Islands, in accordance with the 1982 United Nations Convention on the Law of the Sea, the 1995 United Nations Highly Migratory Fish Stocks Agreement and other principles and practices of international law, sovereign rights for the purpose of exploring, exploiting, conserving and managing the living resources within Solomon Islands EEZ,

DETERMINED to cooperate, in their mutual interest, in promoting the enhancement of responsible fisheries to ensure the long-term conservation and sustainable exploitation of living marine resources,

CONVINCED that such cooperation must take the form of initiatives and measures which, whether taken jointly or separately, are complementary and ensure consistent policies and synergy of effort,

INTENDING to these ends to commence a dialogue on the sectoral fisheries policy in Solomon Islands and to identify the appropriate means of ensuring that this policy is effectively implemented and that economic stakeholders and civil society are involved in the process,

DESIROUS of establishing terms and conditions governing the fishing activities of Community vessels in Solomon Islands waters and Community support for the enhancement of responsible fishing in those waters,

RESOLVED to pursue closer economic cooperation in the fishing industry and related activities through the setting up and development of joint enterprises involving companies from both Parties,

HEREBY AGREE AS FOLLOWS:

Article 1
Scope

This Agreement establishes the principles, rules and procedures governing:

– economic, financial, technical and scientific cooperation in the fisheries sector with a view to promoting responsible fishing in Solomon Islands fishing zone to guarantee the conservation and sustainable exploitation of fishery resources and developing Solomon Islands fisheries sector;

– the conditions governing access by Community fishing vessels to Solomon Islands fishing zone;

– cooperation on the arrangements for policing fisheries in Solomon Islands fishing zone with a view to ensuring that the above rules and conditions are complied with, that the measures for the conservation and management of fishery resources are effective and that illegal, undeclared and unregulated fishing is prevented;

– partnerships between companies aimed at developing economic activities in the fisheries sector and related activities, in the common interest.

Article 2
Definitions

For the purposes of this Agreement:

(a) “Solomon Islands authorities” means the Ministry of Fisheries and Marine Resources of Solomon Islands;

(b) “Community authorities” means the European Commission;

(c) “Solomon Islands fishing zone” means the waters over which Solomon Islands, as regards fisheries, has sovereignty or jurisdiction. The fishing activities by Community vessels provided for in this Agreement shall be carried out only in the zones in which fishing is authorised under Solomon Islands law;

(d) “Community vessel” means a fishing vessel flying the flag of a Member State of the Community and registered in the Community;

(e) “Joint enterprise" means a commercial company set up in Solomon Islands by ship owners or national enterprises from the Parties in order to engage in fishing or related activities;

(f) “Joint Committee” means a committee made up of representatives of the Community and Solomon Islands as specified in Article 9 of this Agreement;

(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 reasonable be expected to result in locating, catching, taking or harvesting fish for any purpose;

iv. placing, searching for or recovering fish aggregating devices or associated electronic equipment such as radio beacons;

v. any operation 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 borned, for any activity described in sub-paragraphs (i.) to (v.) except for emergencies involving health and safety of the crew or the safety of a vessel.

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

(i) “fishing trip” means the period from the date of entry into Solomon Islands EEZ to the date of discharge of all of a vessel’s catch or any part thereof either ashore or onto another vessel;

(j) “transhipment” means the transfer in or off the prescribed port of some or all of the catch from one fishing vessel to another vessel;

(k) "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 Solomon Islands waters;

(l) "ACP seamen" means any seamen who are nationals of a non-European signatory to the Cotonou Agreement. To this end, a Solomon Islands seaman is an ACP seaman;

(m) "Delegation of the Commission" means the Delegation of the European Commission in Solomon Islands;

(n) "shipowner" means any person legally responsible for a fishing vessel;

(o) "fishing authorisation" means the right to engage in fishing activities for a specific period, in a specific zone or specific fishery in accordance with this

Agreement. For the purposes of this Agreement, the reference to the fishing authorisation is a reference to a fishing licence issued pursuant the Fisheries Act 1998 of Solomon Islands or the Council Regulation (EC) No 1006/2008 concerning authorisations for fishing activities of Community fishing vessels outside Community waters and the access of third country vessels to Community waters.

Article 3
Principles and objectives underlying the implementation of this Agreement

1. The Parties hereby undertake to promote responsible fishing in Solomon Islands fishing zone on the principle of non-discrimination between the different fleets fishing in the Solomon Islands fishing zone, without prejudice to the agreements concluded between developing countries within a geographical region, including reciprocal fisheries agreements.

2. The Parties shall cooperate with a view to implementing a sectoral fisheries policy adopted by Solomon Islands and to that end shall initiate a policy dialogue on the necessary reforms. They shall consult with a view to adopting potential measures in this area.

3. The Parties shall also cooperate in carrying out ex-ante, ongoing and ex-post evaluations, both jointly and unilaterally, of measures, programmes and actions implemented on the basis of this Agreement.

4. The Parties hereby undertake to ensure that this Agreement is implemented in accordance with the principles of good economic and social governance, taking care to respecting the state of fishery resources and/or fish stocks.

5. In particular, the employment of Solomon Islands and/or ACP seamen on board Community vessels shall be governed by the International Labour Organisation (ILO) Declaration on Fundamental Principles and Rights at Work, which shall apply as of right to the corresponding contracts and general terms of employment. This concerns in particular the freedom of association and the effective recognition of the right to collective bargaining, and the elimination of discrimination in respect of employment and occupation.

Article 4
Scientific cooperation

1. During the period covered by this Agreement, the Community and Solomon Islands shall endeavour to monitor the state of fishery resources in Solomon Islands fishing zone.

2. The two Parties shall on the basis of the recommendations and resolutions adopted within all the relevant international fisheries development and management organisations, and in the light of the best available scientific advice, consult each other within the Joint Committee provided for in Article 9 of the Agreement and

adopt, where appropriate, measures to ensure the sustainable management of fishery resources, in particular those affecting the activities of Community vessels.

3. The Parties undertake to consult one other, either directly, including at subregional level, or within the international organisations concerned, to ensure the management and conservation of living resources in the West and Central Pacific, and to cooperate in the relevant scientific research.

Article 5
Access by Community vessels
to the fisheries in Solomon Islands waters

1. Solomon Islands undertake to authorise Community vessels to engage in fishing activities in its fishing zone in accordance with this Agreement, including the Protocol and Annex thereto.

2. The fishing activities governed by this Agreement shall be subject to the laws and regulations in force in Solomon Islands. Solomon Islands authorities shall notify the Community authorities of any amendments to that legislation. Without prejudice to any provisions which might be agreed between the Parties, Community vessels shall comply with such amendments within one month of their notification.

3. Solomon Islands undertake to take all the appropriate steps required for the effective application of the fisheries monitoring provisions in the Protocol. Community vessels shall cooperate with the Solomon Islands authorities responsible for carrying out such monitoring.

4. The Community undertakes to take all the appropriate steps required to ensure that its vessels comply with this Agreement and the legislation governing fisheries in the Solomon Islands fishing zone.

Article 6
Conditions governing fishing activities – exclusivity clause

1. Community vessels may fish in Solomon Islands fishing zone only if they are in possession of a valid fishing authorisation issued by Solomon Islands authorities under this Agreement and the Protocol hereto.

2. For fishing categories not covered by the Protocol in force, and for exploratory fishing, the Solomon Islands authorities may grant fishing authorisations to Community vessels. However, the granting of these authorisations remains dependent on a favourable opinion from the two Parties.

3. The procedure for obtaining a fishing authorisation for a vessel, the charges applicable and the method of payment to be used by the Community vessels shall be as set out in the Annex to the Protocol.

Article 7
Financial contribution

1. The Community shall grant Solomon Islands a financial contribution in accordance with the terms and conditions laid down in the Protocol and Annexes. This single contribution shall be based on two elements, namely:

   (a) access by Community vessels to the Solomon Islands fishing zone and fishery resources, and

   (b) Community financial support for implementing a national fisheries policy based on responsible fishing and on the sustainable exploitation of fishery resources in Solomon Islands waters.

2. The element of the financial contribution referred to in paragraph 1(b) above shall be determined in the light of objectives identified by mutual agreement between the Parties in accordance with the Protocol, to be achieved in the context of the sectoral fisheries policy drawn up by the Solomon Islands authorities and an annual and multiannual programme for its implementation.

3. The financial contribution granted by the Community shall be paid each year in accordance with the Protocol and subject to this Agreement and the Protocol in the event of any change to the amount of the contribution as a result of:

   (a) unusual circumstances;

   (b) a reduction in the fishing opportunities granted to Community vessels, made by mutual agreement for the purposes of managing the stocks concerned, where this is considered necessary for the conservation and sustainable exploitation of resources on the basis of the best available scientific advice;

   (c) an increase in the fishing opportunities granted to Community vessels, made by mutual agreement between the Parties where the best available scientific advice concurs that the state of resources so permits;

   (d) a joint reassessment of the terms of financial support for implementing a sectoral fisheries policy in Solomon Islands, where this is warranted by the results of the annual and multiannual programming observed by both Parties;

   (e) suspension of the application of this Agreement under Article 13;

   (f) termination of this Agreement under Article 14.

Article 8
Promoting cooperation among
economic stakeholders and in civil society

1. The Parties shall encourage economic, scientific and technical cooperation in the fisheries and related sectors. The Parties shall consult one another with a view to coordinating the different measures that might be taken to this end.

2. The Parties undertake to promote exchanges of information on fishing techniques and gear, preservation methods and the processing of fishery products.

3. The Parties shall endeavour to create conditions favourable to the promotion of relations between their enterprises in the technical, economic and commercial spheres, by encouraging the establishment of an environment favourable to the development of business and investment.

4. The Parties shall encourage, in particular, the setting-up of joint enterprises in their mutual interest which shall systematically comply with Solomon Islands and Community legislation.

Article 9
Joint Committee

1. A Joint Committee shall be set up to monitor and verify the application and the implementation of this Agreement. The Joint Committee shall perform the following functions:

   (a) monitoring the performance, interpretation, implementation and smooth operation of the application of the Agreement;

   (b) monitoring and evaluating the contribution of the Fisheries Partnership Agreement to the implementation of Solomon Islands sectoral fisheries policy;

   (c) providing the necessary liaison for matters of mutual interest relating to fisheries;

   (d) acting as a forum for the amicable settlement of any disputes regarding the interpretation, implementation or application of the Agreement;

   (e) reassessing, where appropriate, the level of fishing opportunities and, consequently, of the financial contribution;

   (f) adapting, when appropriate, the modalities for calculating the fishing effort, taking into account the provisions applicable at a regional level, e.g. Vessels Day Scheme;

   (g) any other function that the Parties decide by mutual agreement to confer on it, including with regard to combating illegal, undeclared and unregulated fishing.

2. The Joint Committee shall meet at least once a year, alternately in Solomon Islands and in the Community, or in any other location agreed by the Parties and shall be chaired by the Party hosting the meeting. It shall hold a special meeting at the request of either of the Parties.

Where required, at request of either of the Parties, decisions of the Joint Committee may be taken by written procedure.

Article 10
Geographical area to which the Agreement applies

This Agreement shall apply, on the one hand, to the territories in which the Treaty establishing the European Community applies, under the conditions laid down in that Treaty, and, on the other, to the territory of Solomon Islands.

Article 11
Duration

This Agreement shall apply for three years from the date of its entry into force; it shall be tacitly renewed for three-year periods, unless notice of termination is given in accordance with Article 14.

Article 12
Settlement of disputes

The Parties shall consult each other on any dispute concerning the interpretation, implementation and/or application of this Agreement.

Article 13
Suspension

1. Subject to article 12, the application of this Agreement may be suspended at the initiative of one of the Parties in the event of a serious disagreement as to the application of provisions laid down in the Agreement. Suspension of application of the Agreement shall require the interested Party to notify its intention in writing at least three months before the date on which suspension is due to take effect. On receipt of this notification, the Parties shall enter into consultations with a view to resolving their differences amicably.

2. Payment of the financial contribution referred to in Article 7 shall be reduced proportionately and *pro rata temporis*, according to the duration of the suspension.

Article 14
Termination

1. This Agreement may be terminated by either Party in the event of unusual circumstances such as the degradation of the stocks concerned, the discovery of a reduction in the level of fishing opportunities granted by Solomon Islands to Community vessels, or failure to comply with undertakings made by the Parties with regard to combating illegal, undeclared and unregulated fishing.

2. The Party concerned shall notify the other Party in writing of its intention to terminate the Agreement at least six months before the date of expiry of the initial period or each additional period.

3. Dispatch of the notification referred to in paragraph 2 shall open consultations by the Parties.

4. Payment of the financial contribution referred to in Article 7 for the year in which the termination takes effect shall be reduced proportionately and *pro rata temporis*.

Article 15
Protocol and Annex

The Protocol and the Annex shall form an integral part of this Agreement.

Article 16
National law

The activities of Community fishing vessels operating in Solomon Islands waters shall be governed by the applicable law in Solomon Islands, unless otherwise provided for in the Agreement, this Protocol and the Annex and Appendices hereto.

Article 17 – Repeal

On the date of its entry into force, this Agreement repeals and replaces the Partnership Agreement between the European Community and Solomon Islands on fishing off Solomon Islands which entered into force on 9 October 2006.

Article 18 – Entry into force

This Agreement, drawn up in duplicate in the Bulgarian, Spanish, Czech, Danish, German, Estonian, Greek, English, French, Italian, Latvian, Lithuanian, Hungarian, Maltese, Dutch, Polish, Portuguese, Romanian, Slovak, Slovenian, Finnish and Swedish languages, each of these texts being equally authentic, shall enter into force on the date on which the Parties notify each other in writing that they have completed their respective necessary internal procedures to that end.

Protocol setting out the fishing opportunities and financial contribution provided for in the Agreement between the European Community and Solomon Islands for the period from 9 October 2009 to 8 October 2012

Article 1
Period of application and fishing opportunities

1. Solomon Islands shall grant annual fishing opportunities to Community tuna fishing vessels pursuant to Article 5 of the Agreement, in conformity with its National Tuna Management Plan and within the limits established by the Palau Arrangement for the Management of the Western Pacific Purse Seine Fishery, hereinafter referred to as "the Palau Arrangement".

2. For a period of 3 years from 9 October 2009, the fishing opportunities foreseen under Article 5 of the Agreement shall be for highly migratory species (species listed in Annex 1 to the 1982 United Nations Convention on the Law of the Sea) as follows:

   - purse seiners: 4 vessels.

3. Paragraphs 1 and 2 of this Article shall apply subject to Articles 4 and 5 of this Protocol.

4. Vessels flying the flag of a Member State of the European Community may engage in fishing activities in Solomon Islands fishing zone only if they are in possession of a valid fishing authorisation issued by Solomon Islands authorities under this Protocol in accordance with the Annex hereto.

Article 2
Financial contribution – Methods of payment

1. The financial contribution referred to in Article 7 of the Agreement shall comprise, for the period referred to in Article 1(2):

   – an annual amount of EUR 260 000 equivalent to a reference tonnage of 4 000 tonnes per year, and

   – a specific amount of EUR 140 000 per year for the support and implementation of Solomon Islands' sectoral fisheries policy. This specific amount shall form an integral part of the single financial contribution defined in Article 7 of the Agreement.

2. Paragraph 1 of this Article shall apply subject to Articles 4, 5, 6 and 7 of this Protocol.

3. The Community shall pay the total amount fixed in paragraph 1 of this Article (i.e. EUR 400 000) each year during the period of application of this Protocol.

4. If the overall quantity of catches by Community vessels in Solomon Islands' fishing zones exceeds the reference tonnage, the amount of the annual financial contribution shall be increased by EUR 65 for each additional tonne caught. However, the total

annual amount paid by the Community may not be more than twice the amount indicated in paragraph 3 of this Article (EUR 800 000). Where the quantities caught by Community vessels exceed the quantities corresponding to twice the total annual amount, the amount due for the quantity exceeding that limit shall be paid the following year.

5. Payment of the financial contribution laid down in paragraph 1 of this Article shall be made no later than 1st December 2010 in the first year and no later than the anniversary date of the Protocol for the following years.

6. Subject to Article 7, the allocation of these funds shall be decided within the framework of the Solomon Islands Financial Instructions and, this being the case, the Solomon Islands authorities shall have full discretion regarding the use to which it is put.

7. The payments provided for in this Article shall be paid into a Public Treasury bank account opened at the Central Bank of Solomon Islands the details of which shall be notified each year by the Solomon Islands authorities to the Community.

Article 3
Cooperation on responsible fishing – Scientific cooperation

1. The Parties hereby undertake to promote responsible fishing in the Solomon Islands fishing zone on the principle of non-discrimination between the different fleets fishing in those waters.

2. During the period covered by this Protocol, the Community and Solomon Islands shall endeavour to monitor the state of fishery resources in the Solomon Islands fishing zone.

3. The Parties undertake to promote cooperation at subregional level on responsible fishing and, in particular, within the Western and Central Pacific Fisheries Commission (WCPFC) and any other subregional or international organisation concerned.

4. In accordance with Article 4 of the Agreement and in the light of the best available scientific advice, the Parties shall consult each other within the Joint Committee provided for in Article 9 of the Agreement and adopt, where appropriate, measures to ensure the sustainable management of fishery resources, in particular those affecting the activities of Community vessels.

Article 4
Review of fishing opportunities by mutual agreement

1. The fishing opportunities referred to in Article 1 may be increased by mutual agreement provided that the conclusions of the annual meeting of the "Palau Arrangement" members and the annual review of the status of stocks made by the Secretariat of the Pacific Community confirm that such an increase will not endanger the sustainable management of Solomon Islands' resources. In this case the financial contribution referred to in Article 2(1) shall be increased proportionately and pro rata temporis.

2. Conversely, if the Parties agree to adopt a reduction in the fishing opportunities provided for in Article 1, the financial contribution shall be reduced proportionately and *pro rata temporis*.

Article 5
Other fishing opportunities

1. Should Community vessels be interested in fishing opportunities which are not indicated in Article 1, both Parties shall agree on the conditions applicable to these new fishing opportunities and, if necessary, make amendments to this Protocol and to the Annex hereto.

2. The Parties may carry out joint exploratory fishing surveys in Solomon Islands fishing zone, subject to an opinion by a scientific meeting to be set up by the Parties. To this end, they shall hold consultations whenever one of the Parties so requests and determine, on a case-by-case basis, relevant new resources, conditions and other parameters.

3. The two Parties shall carry out exploratory fishing activities in accordance with scientific and administrative parameters adopted by mutual agreement. The authorisations for exploratory fishing shall be granted for test purposes, for a duration and a starting date to be decided by mutual agreement between the two Parties.

4. Where the Parties conclude that the exploratory surveys have produced positive results, while preserving ecosystems and conserving living marine resources, new fishing opportunities may be awarded to Community vessels following the consultation procedure provided for in Article 4 of this Protocol and until the expiry of the Protocol and in accordance with the allowable effort. The financial contribution shall be increased accordingly and calculated using agreed formula.

Article 6
Suspension and review of the payment of the financial contribution in the event of unusual circumstances

1. Where unusual circumstances, other than natural phenomena, prevent fishing activities in Solomon Islands exclusive economic zone (EEZ), the European Community may suspend payment of the financial contribution provided for in Article 2(1) of this Protocol.

2. The suspension decision in the cases provided for in paragraph 1 above shall be taken following consultations between the two Parties within a period of two months following the request of one of the Parties, and provided that the Community has paid in full any amounts due at the time of suspension.

3. Payment of the financial contribution shall resume as soon as the Parties find, by mutual agreement following consultations, that the circumstances preventing fishing activities are no longer present and/or that the situation allows a resumption of fishing activities.

4. Where the validity of the fishing authorisations granted to Community vessels is suspended along with the payment of the financial contribution, it shall be extended by a period equal to the period during which fishing activities were suspended.

Article 7
Promotion of responsible fishing in Solomon Islands waters

1. 50% of the financial contribution of this Protocol shall be allocated each year to the support and implementation of objectives identified in the context of the sectoral fisheries policy drawn up by the Solomon Islands authorities and approved by the two Parties as detailed below.

Solomon Islands shall manage the corresponding amount following the identification by mutual agreement between the two Parties, in accordance with the current priorities of Solomon Islands fisheries policy for ensuring sustainable and responsible management of the sector, of the objectives to be attained and the annual and multiannual programming required to attain them, pursuant to paragraph 2 below.

2. On a proposal from Solomon Islands and for the purposes of implementing the preceding paragraph, as soon as this Protocol enters into force and no later than three months after that date, the Community and Solomon Islands shall agree, within the Joint Committee provided for in Article 9 of the Agreement, on a multiannual sectoral programme and detailed implementing rules covering, in particular:

   (a) annual and multiannual guidelines for using the percentage of the financial contribution referred to in paragraph 1 above for the initiatives to be carried out each year;

   (b) objectives, both annual and multiannual, to be achieved with a view to promoting over the long term responsible fishing and sustainable fisheries, taking account of the priorities expressed by Solomon Islands in its national fisheries policy and other policies relating to or having an impact on the promotion of responsible fishing and sustainable fisheries;

   (c) criteria and procedures for evaluating the results obtained each year.

3. The two Parties agree, however, to place particular emphasis on all the support measures for implementing the Oceanic Tuna Fisheries Strategy.

4. Any proposed amendments to the multiannual sectoral programme must be approved by both Parties within the Joint Committee.

5. Each year, Solomon Islands shall allocate the share corresponding to the amounts referred to in paragraph 1 with a view to implementing the multiannual programme. For the first year of application of the Protocol, that allocation shall be notified to the Community as soon as possible and in any event before the multiannual sectoral programme is approved within the Joint Committee. For each year thereafter, Solomon Islands shall notify the Community of the allocation no later than 45 days before the anniversary date of this Protocol.

6. Where the joint annual evaluation of the progress made in implementing the multiannual sectoral programme so warrants, the European Community may adjust the amount earmarked for the support and implementation of Solomon Islands sectoral fisheries policy within the financial contribution referred to in Article 2(1) of this Protocol in order to bring the actual amount of financial resources allocated to implementation of the programme into line with its results.

7. The Community reserves the right to suspend payment of the specific contribution provided for in the third subparagraph of Article 2(1) of this Protocol where, save in exceptional and duly justified circumstances, the results obtained from the first year of application of the Protocol are found to be inconsistent with the programming following the evaluation carried out within the Joint Committee.

Article 8
Disputes – suspension of application of the Protocol

1. Any dispute between the Parties over the interpretation of this Protocol or its application shall be subject of consultations between the Parties within the Joint Committee provided for in Article 9 of the Agreement, in a special meeting if necessary.

2. Without prejudice to Article 9, application of the Protocol may be suspended at the initiative of one Party if the dispute between the two Parties is deemed to be serious and the consultations held within the Joint Committee under paragraph 1 have not resulted in an amicable settlement.

3. Suspension of application of the Protocol shall require the interested Party to notify its intention in writing at least three months before the date on which suspension is due to take effect.

4. In the event of suspension, the Parties shall continue to consult with a view to finding an amicable settlement to their dispute. As soon as an amicable settlement is reached, application of the Protocol shall resume and the amount of the financial contribution shall be reduced proportionately and *pro rata temporis* according to the period during which application of the Protocol was suspended.

Article 9
Suspension of application of the Protocol
on grounds of non-payment

Subject to Article 6 of this Protocol, if the Community fails to make the payments provided for in Article 2, application of this Protocol may be suspended on the following terms:

(a) Solomon Islands authorities shall notify the European Commission of the non-payment. The latter shall perform the appropriate verification and, where necessary, transmit the payment within no more than 60 working days of the date of receipt of the notification.

(b) If no payment is made and non-payment is not adequately justified within the period provided for in Article 2(5) of this Protocol, Solomon Islands authorities

shall be entitled to suspend application of the Protocol. They shall inform the European Commission of such action forthwith.

(c) Application of the Protocol shall resume as soon as the payment concerned has been made.

Article 10
National law

The activities of Community fishing vessels operating in Solomon Islands waters shall be governed by the applicable law in Solomon Islands, unless otherwise provided for in the Agreement, this Protocol and the Annex and Appendices hereto.

Article 11
Review clause

1. In the event of significant changes in the policy guidelines which led to the conclusion of this Protocol, either Party may request a review of the provisions with a view to a possible amendment thereof.

2. The Party concerned shall notify the other Party in writing of its intention to launch a review of this Protocol.

3. No later than 60 days following notification, the two Parties shall enter into consultations to this end. If no agreement is reached on the review of the provisions, the Party concerned may terminate the Protocol in accordance with Article 14 thereof.

Article 12
Repeal

This Protocol and its annexes repeal and replace the fisheries Protocol between the European Community and Solomon Islands on fishing off Solomon Islands, which entered into force on 9 October 2006.

Article 13
Duration

This Protocol and the annexes hereto shall apply for a period of 3 years from 9 October 2009, unless notice of termination is given in accordance with Article 14.

Article 14
Termination

In the event of termination of the 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 paragraph shall open consultations by the Parties.

Article 15
Entry into force

1. This Protocol with its Annex 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. It shall apply with effect from 9 October 2009.

ANNEX

CONDITIONS GOVERNING FISHING ACTIVITIES BY COMMUNITY VESSELS IN SOLOMON ISLANDS FISHING ZONE

Chapter I
Application and formalities for issuance of fishing authorisations

Section 1
Issue of fishing authorisations

1. Only eligible vessels may obtain an authorisation to fish in the Solomon Islands fishing zone.

2. For a vessel to be eligible, the shipowner, the fishing master/skipper and the vessel itself must not be prohibited from fishing in Solomon Islands. They must be in order vis-à-vis the Solomon Islands authorities insofar as they must have fulfilled all prior obligations arising from their fishing activities in Solomon Islands under fisheries agreements concluded with the Community.

3. All Community vessels applying for a fishing authorisation must be represented by an agent resident in Solomon Islands. The name and address of that agent shall be stated in the fishing authorisation application.

4. The relevant Community authorities shall submit electronically to the Permanent Secretary of the Ministry of Fisheries and Marine Resources of Solomon Islands (hereinafter "the Permanent Secretary"), with copy to the Delegation of the European Commission in Solomon Islands (hereinafter "the Delegation of the Commission"), an application for each vessel wishing to fish under the Agreement at least 20 working days before the date of commencement of the period of validity requested.

5. Applications shall be submitted to the Permanent Secretary in a prescribed form in accordance with the specimen in Appendix I.

6. The Solomon Islands authorities shall take all the necessary steps to ensure that the data received as part of the fishing authorisation application are treated as confidential. Those data shall be used exclusively in the context of the implementation of the Fisheries Agreement.

7. All fishing authorisation applications shall be accompanied by the following documents:

   - name and address of the agent shall be stated in the fishing authorisation application;

   - proof of payment of the flat-rate advance for the period of validity of the fishing authorisation;

- any other documents or certificates required under the specific rules applicable to the type of vessel concerned pursuant to this Protocol.

8. The fee shall be paid into the account specified by the Permanent Secretary (Government Revenue Account No. 0260-002 with the Central Bank of Solomon Islands, Honiara).

9. The fees shall include all national and local charges except for port taxes and service charges.

10. Fishing authorisations for all vessels shall be issued to shipowners or their agents via the Delegation of the European Commission within 20 working days of receipt of all the documents referred to in point 6 by the Permanent Secretary .

11. If a fishing authorisation is signed at a time when the Delegation of the European Commission offices are closed, it shall be sent direct to the vessel's agent and a copy shall be sent to the Delegation of the Commission.

12. Fishing authorisations shall be issued for a specific vessel and shall not be transferable.

13.1 At the request of the European Community, in the event where *force majeure* is proven, a vessel's fishing authorisation shall be cancelled and a new fishing authorisation shall be issued to, upon application by a vessel of the same category, as referred to Article 1 of the Protocol.

13.2 An application under paragraph 13.1 of this Section is subject to Section 1 (2) and shall be with no further fee due.

13.3 Upon submission of the application for a new fishing authorisation, the owner of the fishing vessel whose fishing authorisation has been cancelled or his agent shall return the cancelled fishing authorisation to the Solomon Islands authorities, via the Delegation of the Commission.

13.4 In this case, the calculation of the catch levels to determine whether an additional payment should be made shall take account of the sum of the total catches of the two vessels.

14. The new fishing authorisation shall take effect upon the notification of the Solomon Islands authorities to the vessel operator/agent on the day that the shipowner returns the cancelled fishing authorisation to the Permanent Secretary. The Delegation of the Commission shall be informed of the issuance of the new fishing authorisation.

15. The fishing authorisation must be kept on board at all times.

16. The two Parties shall seek agreement for the purposes of promoting the introduction of a fishing authorisation system based exclusively on the electronic exchange of all the information and documents described above. The two Parties shall seek agreement for the purposes of promoting the rapid replacement of the paper fishing authorisation by an electronic equivalent such as the list of vessels authorised to fish in Solomon Islands fishing zone, as specified in point 1 of this section.

Section 2
Fishing authorisation conditions – fees and advance payments

1. Fishing authorisations shall be valid for a period of one year. They shall be renewable.

2. The fee shall be EUR 35 per tonne caught within the Solomon Islands fishing zone.

3. Fishing authorisations shall be issued once the following standard amounts have been paid to the Government Revenue Account No. 0260-002 with the Central Bank of Solomon Islands, Honiara:

   - EUR 13 000 per tuna seiner, equivalent to the fees due for 371 tonnes of tuna and tuna-like species caught per year;

4. Member States shall inform the European Commission not later than 15 June each year of the tonnages caught during the past year, as confirmed by the scientific institutes referred to in point 5 below.

5. The final statement of the fees due for year n shall be drawn up by the European Commission by 31 July of year n+1 at the latest on the basis of the catch declarations made by each shipowner and confirmed by the scientific institutes responsible for verifying catch data in the Member States, such as the *Institut de Recherche pour le Développement* (IRD), the *Instituto Español de Oceanografía* (IEO), the *Instituto Português de Investigaçao Maritima* (IPIMAR). It shall be sent via the Delegation of the European Commission.

6. This statement shall be sent simultaneously to the Permanent Secretary and to the shipowners.

7. Any additional payments shall be made by the shipowners to the Solomon Islands authorities by 31 August of year n+1, into the account referred to in point 7 of Section 1 of this Chapter, on the basis of EUR 35 per tonne.

8. However, if the amount of the final statement is lower than the advance referred to in point 3 of this Section, the resulting balance shall not be reimbursable to the shipowner.

Chapter II
Fishing zones

1. The vessels referred to in Article 1 of the Protocol shall be authorized to engage in fishing activities within Solomon Islands fishing zone except for thirty (30) nautical miles around the Main Group Archipelago (MGA) and the archipelagic and territorial waters of the other archipelagos. Co-ordinates of waters A of the MGA and the rest of the Archipelagos (i.e. Waters B, Waters C, Waters D and Waters E) shall be provided by the Permanent Secretary before the entry into force of the Agreement. The Permanent Secretary shall communicate to the European Commission any modification to the said closed fishing zones at least two months before their application.

2. In any case, all fishing shall not be permitted within 3 nautical miles of any anchored fish-aggregating device for which notification of its location shall be given by geographical co-ordinates.

Chapter III
Catch reporting arrangements

1. For the purposes of this Annex, the duration of a trip by a Community vessel in Solomon Islands fishing zone shall be defined as follows:

- the period from the date of entry into Solomon Islands EEZ to the date of discharge of all of a vessel's catch or any part thereof either ashore or onto another vessel .

2. All vessels authorised to fish in Solomon Islands' waters under the Agreement shall notify their catches to the Solomon Islands authorities for verification purposes. Catches shall be notified as follows:

2.1 During an annual period of validity of the fishing authorisation within the meaning of Point 1, Section 2 of Chapter I of this Annex, declarations shall include the catches made by the vessel in Solomon Islands waters during each trip. The original of the declarations shall be transmitted on a physical medium to the Solomon Islands authorities within 45 days following the end of the last trip made during the period.

2.2 As a preliminary report, declarations shall be transmitted within 15 days after the completion of a trip. These notifications shall be made by fax (+677.387.30 or +677.381.06) or e-mail (logsheets@fisheries.gov.sb).

2.3 Vessels shall declare their catches on the corresponding form in the logbook, in accordance with the specimen in Appendix II. The words "Outside Solomon Islands fishing zone" shall be entered in the logbook in respect of periods during which the vessel is not in Solomon Islands fishing zone.

2.4 The forms shall be filled in legibly and signed by the fishing master/skipper of the vessel.

2.5 Catch declarations shall be reliable in order to contribute to the monitoring of the state of the stocks.

3. Where the provisions set out in this Chapter are not complied with, Solomon Islands authorities reserves the right to suspend the fishing authorisation of the offending vessel until formalities have been completed and to apply the penalty laid down in current Solomon Islands legislation to the shipowner. The European Commission and the flag State shall be informed thereof.

4. The two Parties shall seek agreement for the purposes of promoting a catch reporting system based exclusively on the electronic exchange of all the information and documents described above. The two Parties shall seek agreement for the purposes of promoting the rapid replacement of the written declaration (logbook) by an equivalent in the form of an electronic file.

Chapter IV
Embarking seamen

1. Shipowners who have been issued fishing authorisation under the Agreement shall contribute to the practical vocational training of Solomon Islands nationals and to an improvement of the labour market subject to the conditions and limits set out below.

2. Shipowners shall undertake to employ, for the tuna-fishing season in Solomon Islands fishing zone, at least 25 % seamen of ACP origin, giving priority to Solomon Islands seamen. Where those provisions are not complied with, the shipowners concerned may be considered by Solomon Islands not to be eligible for a fishing authorisation under Section 1 of the Chapter 1 of this Annex.

3. Shipowners shall endeavour to take on board additional Solomon Islands seaman.

4. Shipowners shall be free to select the seamen they take on board their vessels from the names on a list submitted by the Permanent Secretary.

5. The shipowner or agent shall inform the Permanent Secretary of the names of Solomon Islands seamen taken on board the vessel concerned, mentioning their position in the crew.

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

7. The employment contracts of ACP seamen shall be drawn up between the shipowners' agent(s) and the seamen and/or their trade unions or representatives in consultation with the Permanent Secretary. A copy of these contracts shall be given to the signatories. These contracts shall guarantee the seamen the social security cover applicable to them, including life assurance and sickness and accident insurance.

8. The wages of the ACP seamen shall be paid by the shipowners. They shall be fixed by mutual agreement between the shipowners or their agents and the seamen and/or their trade unions or representatives. However, the wage conditions granted to ACP seamen shall not be lower than those applied to crews from their respective countries and shall under no circumstances be below ILO standards.

Chapter V
Technical measures

Vessels shall comply with the measures and recommendations adopted by the members to the “Palau Arrangement” and/or the WCPFC and/or other subregional/regional fisheries organisation regarding fishing gear and the technical specifications thereof and all other technical measures applicable to their fishing activities.

Chapter VI
Observers

1. At the time of lodging a fishing authorisation application, each Community vessel concerned shall contribute EUR 1 500 into Government Revenue Account No. 0260-002 with the Central Bank of Solomon Islands, Honiara, specifically for the national observer's programme.

2. Vessels authorised to fish in Solomon Islands waters under the Agreement shall take on board observers appointed by the Solomon Islands authorities on the terms set out below:

   2.1 at the request of Solomon Islands authorities, Community vessels shall take on board an observer designated by the organisation in order to check catches made in Solomon waters,

   2.2 Solomon Islands authorities shall draw up a list of vessels designated to take an observer on board and a list of the appointed observers. These lists shall be kept up to date. They shall be forwarded to the European Commission as soon as they have been drawn up and every three months thereafter where they have been updated,

   2.3 Solomon Islands authorities shall inform the shipowners concerned, or their agents, of the name of the observer appointed to be taken on board their vessel at the time the fishing authorisation is issued, or no later than 15 days before the observer's planned embarkation date.

3. The time spent on board by observers shall be fixed by the Solomon Islands authorities, but as a general rule it should not exceed the time required to carry out their duties. The Solomon Islands authorities shall inform the shipowners and their agents when notifying them of the observers appointed. However, at the express request of the Solomon Islands authorities, this embarkation may be spread over several trips according to the average duration of trip for a particular vessel. This request shall be made by the Solomon Islands authorities when the name of the observer appointed to board the vessel in question is notified.

4. The conditions under which observers are taken on board shall be agreed between shipowners or their agents and the Solomon Islands authorities.

5. Observers shall be taken on board in a manner chosen by the shipowners after notification of the list of designated vessels.

6. Within two weeks and giving ten days' notice, the shipowners concerned shall make known at which ports and on what dates they intend to take observers on board.

7. Where observers are taken on board in a foreign port, their travel costs shall be borne by the shipowner. Should a vessel with Solomon Islands observer on board leave the Solomon Islands fishing zone, all measures shall be taken to ensure the observer's return as soon as possible at the expense of the shipowner.

8. If the observer is not present at the time and place agreed or within the twelve hours following the time agreed, shipowners shall be automatically absolved of their obligation to take the observer on board.

9. Observers shall be treated as officers. Where vessels are operating in Solomon Islands waters, they shall carry out the following tasks:

   9.1 observe the fishing activities of the vessels;

   9.2 verify the position of vessels engaged in fishing operations;

   9.3 perform biological sampling in the context of scientific programmes;

   9.4 note the fishing gear used;

   9.5 verify the catch data for Solomon Islands waters recorded in the logbook;

   9.6 verify the percentages of by-catches and estimate the quantity of discards of species of marketable fish;

   9.7 report by any appropriate means fishing data, including the quantity of catches and by-catches on board, to their competent authority.

10. Fishing masters/skippers shall do everything in their power to ensure the physical safety and welfare of observers during performance of their duties.

11. Observers shall be offered every facility needed to carry out their duties. The fishing master/skipper shall give them access to the means of communication needed for the discharge of their duties, to documents directly concerned with the vessel's fishing activities, including in particular the logbook and the navigation log, and to those parts of the vessel necessary to facilitate the exercise of their tasks.

12. While on board, observers shall:

   12.1 take all appropriate steps to ensure that the conditions of their boarding and presence on the vessel neither interrupt nor hamper fishing operations;

   12.2 respect the material and equipment on board and the confidentiality of all documents belonging to the vessel.

13. At the end of the observation period and before leaving the vessel, observers shall draw up an activity report to be transmitted to the competent authorities, with a copy to the European Commission. They shall sign it in the presence of the fishing master/skipper, who may add or cause to be added to it any observations considered relevant, followed by the master’s/skipper's signature. A copy of the report shall be handed to the master/skipper when the observer is put ashore.

14. Shipowners shall bear the cost of accommodating observers in the same conditions as the officers, within the confines of the practical possibilities offered by the vessel.

15. The salary and social contributions of observers shall be paid by the Solomon Islands authorities.

16. The two Parties shall endeavour to consult each other as regards the development of the regional or sub-regional observer programme, in consultations with Forum Fisheries Agency (FFA) and other competent regional fisheries organisations.

Chapter VII
Vessel identification and enforcement

1. For fisheries and marine safety purposes, every vessel shall be marked and identified in accordance with the Food and Agricultural Organisation (FAO) approved standard specification for the marking and identification of fishing vessels.

2. The name of the vessel will be printed clearly in Latin characters on the bow and the stern of the vessel.

3. Any vessel not displaying its name and radio call sign or signal letters in the prescribed manner may be escorted to a Solomon Islands port for further investigation.

4. A fishing master/skipper shall ensure the continuous monitoring of the international distress and calling frequency 2182 kHz (HF), and/or the international safety and calling frequency 156.8 MHz (Channel 16, VHF-FM) to facilitate communication with the fisheries management, surveillance and enforcement authorities of the Government.

5. A fishing master/skipper shall ensure that a recent and up to date copy of the International code of Signals (INTERCO) is on board and accessible at all times.

Chapter VIII
Communication with patrol vessels of Solomon Islands

Communication between the permitted vessels and the patrol vessels of the Government shall be made by international signal codes as follows:

International Signal Code – Meaning:

L ……..Stop immediately

SQ3 …….Stop or slow down, I wish to board your vessel

QN ……..Lay your vessel along the star board side of our vessel

QN1 ……Lay your vessel along the port side of our vessel

TD2 ……...Are you a fishing vessel?

C …….Yes

N …….No

QR ……...We cannot lay our vessel alongside your vessel

QP ……We will lay our vessel alongside your vessel

Chapter IX
Control

1. Entering and leaving the zone:

   1.1 At least 24 hours in advance Community vessels shall notify the Solomon Islands authorities of their intention to enter or leave the Solomon Islands fishing zone. They shall also declare the overall quantities and the species on board.

   1.2 When notifying their intention to leave, vessels shall also communicate their position and the volume and species in catches kept on board. These communications shall be made preferably by fax (+677.387.30 or +677.381.06) but failing this, in the case of vessels without a fax, by e-mail (logsheets@fisheries.gov.sb).

   1.3 Vessels not complying with these reporting requirements shall be regarded as vessels in breach of the terms and conditions of the fishing authorisation.

   1.4 Vessels shall also be informed of the fax and telephone numbers and e-mail address when the fishing authorisation is issued.

2. Control procedures

   2.1 Masters/skippers of Community fishing vessels engaged in fishing activities in Solomon Islands fishing zone shall allow and facilitate boarding and the discharge of their duties by any Solomon Islands official responsible for the inspection and control of fishing activities.

   2.2 These officials shall not remain on board for longer than is necessary for the discharge of their duties.

   2.3 Once the inspection and control has been completed, a certificate shall be issued to the master/skipper of the vessel.

3. Boarding

   3.1 The Solomon Islands authorities shall inform the flag State and the European Commission, within 24 hours, of all boardings and of penalties imposed on Community vessels in Solomon Islands fishing zone.

   3.2 The flag State and the European Commission shall at the same time receive a brief report of the circumstances and reasons leading to the boarding.

4. Statement of boarding

4.1 After the Solomon Islands authority has drawn up a statement, the master/skipper of the vessel shall sign it.

4.2 This signature shall not prejudice the rights of the master/skipper or any defence which he may make to the alleged infringement. If the master/skipper refuses to sign this document, he shall specify the reasons for doing so in writing and the inspector shall write "refusal to sign" on it.

4.3 The master/skipper shall take the vessel to the port indicated by the Solomon Islands authorities. In the case of minor infringements, the Solomon Islands authorities may authorise the boarded vessel to continue fishing.

5. Consultation meeting in the event of boarding

5.1 Before any measures regarding the master/skipper or the crew of the vessel or any action regarding the cargo and equipment of the vessel are considered, other than those to safeguard evidence relating to the presumed infringement, a consultation meeting shall be held, within one working day of the receipt of the above information, between the European Commission and the Solomon Islands authorities, possibly attended by a representative of the Member State concerned.

5.2 At the meeting, the Parties shall exchange any relevant documentation or information helping to clarify the circumstances of the findings. The shipowner or his agent shall be informed of the outcome of the meeting and of any measures resulting from the boarding.

6. Settlement of boarding

6.1 Before any judicial procedure, an attempt shall be made to resolve the presumed infringement by means of an amicable settlement. This procedure shall end no later than 15 working days after the boarding.

6.2 In the event of an amicable settlement, the amount of the fine shall be determined in accordance with Solomon Islands legislation.

6.3 If the case cannot be resolved by means of an amicable settlement and has to be brought before a competent judicial body, a bank security set to take account of the boarding costs and the fines and compensation payable by the parties responsible for the infringement shall be paid by the shipowner into Government Revenue Account No. 0260-002 with the Central Bank of Solomon Islands, Honiara.

6.4 The bank security shall be irrevocable until the legal proceedings have been concluded. It shall be released once legal proceedings end without a conviction. Similarly, in the event of a conviction leading to a fine of less than the security lodged, the balance shall be released by the Solomon Islands authorities.

6.5 The vessel shall be released and its crew authorised to leave the port:

- once the obligations arising under the amicable settlement have been fulfilled, or

- when the bank security referred to in point 6.3 above has been lodged and accepted by the Solomon Islands authorities, pending completion of the legal proceedings.

7. Vessel Monitoring System (VMS)

Each Community vessel shall be required to comply with the regional VMS currently applicable in the Solomon Islands EEZ. Each Community vessel shall have installed, maintained, and fully operational at all times on board, a mobile transmission unit (MTU) approved by FFA.

8. Transhipments

8.1 All Community vessels shall only tranship catches in Solomon Islands waters within prescribed Solomon Islands ports.

8.2 The owners of such vessels must notify the following information to the Solomon Islands authorities at least 48 hours in advance:

(a) the names of the transhipping fishing vessels;

(b) the names, IMO numbers and flag of the carrier vessels,

(c) the tonnage by species to be transhipped;

(d) the day and place of transhipment.

8.3 Any transhipment of catches, anywhere in the Solomon Islands other than in prescribed ports, shall be prohibited in the Solomon Islands waters. Any person infringing this provision shall be liable to the penalties provided for by Solomon Islands law.

9. Masters/skippers of Community fishing vessels engaged in landing or transhipment operations in a Solomon Islands prescribed port shall allow and facilitate the control of such operations by Solomon Islands inspectors. Once the inspection has been completed in the port, a certificate shall be issued to the master/skipper of the vessel.

APPENDIX

I. Application form for a fishing authorisation.

II. Logbook

Appendix I

EC / SOLOMON ISLANDS FISHERY AGREEMENT
APPLICATION FOR REGISTRATION & PERMIT
To the Permanent Secretary of the
DEPARTMENT OF FISHERIES AND MARINE RESOURCES OF SOLOMON ISLANDS

INSTRUCTIONS:

Applicant MUST sign and date the application; otherwise, not valid.
Address means complete mailing address.
Clearly mark ☒ where appropriate.
All units in Metrics; specify units if other systems used.
Affix a recent 6x8 inch color side photo of the vessel to this application, showing Vessel Name and Registration Number.
Attach a copy of Forum Fisheries Agency (FFA) Regional Register and Vessel Monitoring System (VMS) Certificates.

If this vessel was registered before, specify:

Old Vessel Name _____
Old Registration Number _____
Old International Radio Call Sign _____

Regional Requirements:

FFA Registration Number _____
FFA VMS Registration No. _____
Type of ALC _____

Vessel Identification:

Name of Vessel _____

Vessel Type: (Select as appropriate)

Single Purse Seiner ☐ Fish Carrier/Reefer ☐ Search Boat ☐
Longliner ☐ Bunker ☐ Other ☐ _____ Specify
Pole and Liner ☐ Group Purse Seiner ☐

Country of Registration _____ Country of Registration Number _____
International Radio Call Sign _____

Vessel Owner:

Name _____
Address _____
_____

Vessel Operator/Charterer:

Name _____
Address _____
_____

Vessel Master:

Name _____
Address _____
_____

Fishing Master:

Name _____
Address _____
_____

Operational Base(s):

Port 1/Country _____
Port 2/Country _____
Port 3/Country _____
Flag/State of Authorized Fishing Area _____

Permit Details: Select duration of permit as applicable and specify the preferred effective date.

1-year ☐ _____
6-months ☐ _____
3-months ☐ _____
Other (Specify): ☐ _____

Vessels Specifications:

Hull Material: Steel ☐ Wood ☐ FRP ☐ If other, specify _____
Year Built _____ Gross Tonnage _____
Place Built _____ Overall Length _____
Crew Size _____ Main Engines Power (specify units) _____ Fuel Carrying Capacity (kiloliters) _____

Daily Freezing Capacity (Select more than one, if appropriate):

Method		Capacity Metric tons / day	Temperature (c)
Brine (NaCl)	BR □	_____	_____
Brine (CaCl)	CB □	_____	_____
Air (Blast)	BF □	_____	_____
Air (Coils)	RC □	_____	_____
If other, specify _____		_____	_____

Storage Capacity (more than one, if appropriate):

Method		Capacity Cubic meters	Temperature (c)
Ice	IC □	_____	_____
Refrigerated Sea Water	RW □	_____	_____
Brine (NaCl)	BR □	_____	_____
Brine (CaCl)	CB □	_____	_____
Air (Coils)	RC □		
If other, specify _____		_____	_____

Complete either A, B, C or D below as appropriate.

A. For Purse Seine Vessels:

Helicopter Reg. No. _____ Net Length (meters)_____
Helicopter Model _____ Net Depth (meters) _____
Support Craft:
Name 1 _____ Type 1_____
Name 2 _____ Type 2_____
Name 3 _____ Type 3_____

B. For Pole and Line Vessels:

Number of automatic poling devices (0 if none) _____
Bait Storage (more than one, if appropriate)

Circulation Method (x where appropriate)		Capacity (Cubic meters)
Natural	NN □	_____
Circulation	CR □	_____
Refrigerated	RC □	_____

C. For Longline Vessels:

Average number of baskets _____ Mainline Length Km _____
Average number of hooks per basket _____
Maine line material _____

D. For Support Vessels:

Activities (more than one, if appropriate)
Refrigerated Carrier □ Scouting Boat □
Anchor Boat □ Supply/Mothership □
If other, specify_____
Fishing Vessel(s) Supported _____
_____

I declare that the above information is true and complete. I understand, I am required to report any changes to the above information immediately, and further understand that failure to do so may affect good standing on the FFA Regional Register. This application is filed pursuant to:

_____ _____
Agreement Name Agreement Effective Date

Applicant:
State whether owner, charter or duly agent_____

Applicant Name: _____ Phone: _____
Address: _____ Fax: _____
_____ Email: _____
Signature _____ Date _____

Appendix II

REV: SPC/FFA DEC 1996 SOUTH PACIFIC REGIONAL PURSE-SEINE LOGSHEET

PAGE _____OF _____

NAME OF VESSEL		FISHING PERMIT OR LICENCE NUMBER(S)		YEAR
NAME OF FISHING COMPANY	FFA REGIONAL REGISTER NUMBER	NAME OF AGENT IN PORT OF UNLOADING	PORT OF DEPARTURE	PORT OF UNLOADING
COUNTRY OF REGISTRATION	FFA TYPE APPROVED ALC (Y/N) ?	**. ALL DATES AND TIMES MUST BE UTC/GMT . ALL WEIGHTS MUST BE METRIC TONNES**	DATE AND TIME OF DEPARTURE	DATE AND TIME OF ARRIVAL IN PORT
REGISTRATION NUMBER IN COUNTRY OF REGISTRATION	INTERNATIONAL RADIO CALLSIGN		AMOUNT OF FISH ONBOARD AT START OF TRIP	AMOUNT OF FISH ONBOARD AFTER UNLOADING

MONTH	DAY	ACTIVITY CODE	01:00 UTC OR SET POSITION				SCHOOL ASSOC CODE	SET START TIME	**RETAINED CATCH**						**DISCARDS**					
			LATITUDE DDMM.MMM	N S	LONGITUDE DDDMM.MMM	E W			SKIPJACK WEIGHT	YELLOWFIN WEIGHT	BIGEYE WEIGHT	OTHER SPECIES		WELL NUMBERS	TUNA SPECIES			OTHER SPECIES		
												NAME	WEIGHT		NAME	WEIGHT	CODE	NAME	NUMBER	WEIGHT
							PAGE TOTAL													
							TRIP TOTAL													

ACTIVITY CODES

RECORD ALL SETS

IF NO FISHING SET MADE IN A DAY RECORD THE MAIN ACTIVITY FOR THAT DAY

1 FISHING SET

2 SEARCHING

3 TRANSIT

4 NO FISHING – BREAKDOWN

5 NO FISHING – BAD WEATHER

6 IN PORT – PLEASE SPECIFY

7 NET CLEANING SET

SCHOOL ASSOCIATION CODES

1 UNASSOCIATED

2 FEEDING ON BAITFISH

3 DRIFTING LOG, DEBRIS OR DEAD ANIMAL

4 DRIFTING RAFT, FAD OR PAYAO

5 ANCHORED RAFT, FAD OR PAYAO

6 LIVE WHALE

7 LIVE WHALE SHARK

8 OTHER

TUNA DISCARD CODES

1 FISH TOO SMALL

2 FISH DAMAGED

3 VESSEL FULLY LOADED

4 OTHER REASON

UNLOADINGS TO CANNERY, COLD STORAGE, CARRIER OR OTHER VESSEL

START DATE	END DATE	CANNERY---OR---VESSEL AND DESTINATION	INTERNATIONAL RADIO CALL SIGN	SKIPJACK	YELLOWFIN	BIGEYE	MIXED

NAME OF CAPTAIN	SIGNATURE OF CAPTAIN	DATE