



COMMISSION OF THE EUROPEAN COMMUNITIES

Brussels, 06.12.2002
COM(2002) 692 final

2002/0281 (CNS)

Proposal for a

COUNCIL REGULATION

**on the conclusion of the Agreement between the European Community and the
Republic of Kiribati on fishing within Kiribati fishing zone**

(presented by the Commission)

EXPLANATORY MEMORANDUM

The access of EC tuna vessels to the fisheries of Central West Pacific is considered as an essential opportunity for the long term development of the EC industrial tuna fishery. West Pacific is in fact the richest tuna fishery in the world (it accounts for 50% of total tuna catches world-wide) and scientific studies have demonstrated that the current state of the stocks is good and that there are margins for the intensification of the fishing effort.

In June 2001 the Council of Ministers mandated the Commission to negotiate bilateral tuna fishery agreements with ACP states of Central West Pacific.

The Republic of Kiribati was the first country to express serious interest in negotiating a bilateral tuna agreement with the EC. The Republic of Kiribati is an insular state of Central West Pacific; in spite of its limited land area (810 sq. Km), it controls a huge EEZ of approximately 3.5 million sq. Km, with excellent tuna resources.

Negotiations with the Republic of Kiribati took place during the first half of 2002 and the text of a new tuna Agreement was initialled on 6 July 2002. The Agreement will enter into force when the Parties exchange the notification concerning the accomplishment of the respective appropriate adoption procedures. A Protocol and a technical Annex are an integral part of the Agreement.

The Protocol to the Agreement, which establishes the fishing possibilities and the financial contribution, has been concluded for an initial period of three years. The Protocol also establishes that the concession of fishing possibilities by Kiribati for EC vessels must be compatible with the management decisions to be taken, on a regional basis, by the Central West Pacific nations in the context of the *Palau Arrangement for the Management of the Western Pacific Purse Seine Fishery*. It is established that the EC fishing effort in Kiribati EEZ will have to be in line with appropriate tuna stock assessments based on scientific criteria, including the scientific overviews conducted yearly by the Secretariat of the Pacific Community (SPC).

As regards fishing possibilities, for the first year of application of the Agreement, 6 purse seine vessels and 12 surface long-liners shall be allowed to fish. Starting from the second year, the fishing possibilities are levelled at a minimum of 4 purse seine vessels and 12 surface long-liners; at the request of the Community and depending on the management decisions of the Parties to *the Palau Arrangement*, the number of fishing licences for purse seine vessels may be increased up to 11 vessels, on a yearly basis.

The global financial contribution was fixed at EUR 546 000 for the first year and to a minimum of 416 000 for the second and third year of application of the Protocol. Starting from the second year, the financial contribution may be increased by EUR 65 000/year for each additional purse seine vessel licence obtained according to the possibilities offered by Kiribati in line with the *Palau Arrangement* constraints. In the hypothesis of the acquisition of all additional purse seine licences, the total EC financial contribution could reach EUR 871 000.

As regards monitoring and control of fishing activities, the Annex to the Agreement establishes that EC vessels will have to comply fully with all regional provisions (including vessel monitoring system – VMS – by satellite) established in accordance and under the supervision of the Forum Fishery Agency (FFA).

EC ship-owners shall pay fishing fees of EUR 21 000 per purse seine vessel and EUR 4200 for each small long-liner vessel. Furthermore, EC ship-owners shall be required to embark two Kiribati seamen per vessel and tranship at least three times per year in a Kiribati port.

In view of the above, this new Agreement is considered to be good value for money and of strategic importance for the development of EC industrial tuna fishery in the Pacific Ocean. Furthermore, it will encourage the responsible and sustainable exploitation of the resources to the mutual benefit of the Community and Kiribati.

The purpose of the attached proposal for a Council Regulation is to obtain Council approval for the conclusion of a new EC/Kiribati Fishery Agreement.

Proposal for a

COUNCIL REGULATION

on the conclusion of the Agreement between the European Community and the Republic of Kiribati on fishing within Kiribati fishing zone

THE COUNCIL OF THE EUROPEAN UNION,

Having regard to the Treaty establishing the European Community, and in particular Article 37 in conjunction with Article 300(2) and the first subparagraph of Article 300(3) thereof,

Having regard to the proposal from the Commission¹,

Having regard to the opinion of the European Parliament²,

Whereas:

- (1) The Community and the Republic of Kiribati have negotiated and initialled a Fishery Agreement providing Community fishermen with fishing opportunities in the waters over which Kiribati has sovereignty or jurisdiction in respect of fisheries.
- (2) It is in the Community's interest to approve the said Agreement.
- (3) The method for allocating the fishing opportunities among the Member States should be defined,

HAS ADOPTED THIS REGULATION:

Article 1

The Agreement between the European Community and the Republic of Kiribati on fishing within Kiribati fishing zone is hereby approved on behalf of the Community.

The text of the Agreement is attached to this Regulation.

Article 2

The fishing opportunities set out in the Protocol to the Agreement shall be allocated among the Member States as follows:

¹ OJ C
² OJ C

– purse seine vessels	France:	30% of available licences
	Spain:	70% of available licences
– long-liners:	Spain:	6 vessels
	Portugal:	6 vessels

If licence applications from these Member States do not cover all the fishing opportunities fixed by the Protocol, the Commission may consider licence applications from any other Member State.

Article 3

The Member States whose vessels fish under this Agreement shall notify the Commission of the quantities of each stock caught within the Kiribati fishing zone in accordance with Commission Regulation (EC) No 500/2001³.

Article 4

This Regulation shall enter into force on the seventh following its publication in the *Official Journal of the European Communities*.

This Regulation shall be binding in its entirety and directly applicable in all Member States.

Done at Brussels,

For the Council
The President

³ OJ L 73, 15.3.2001, p. 8.

AGREEMENT

between the European Community and the Republic of Kiribati on fishing within Kiribati fishing zone

THE EUROPEAN COMMUNITY, hereinafter referred to as “the Community”, and

THE REPUBLIC OF KIRIBATI, hereinafter referred to as “Kiribati”,

CONSIDERING, on the one hand, the spirit of co-operation resulting from the Lomé and Cotonou conventions and, on the other, the good co-operation relations between the Community and Kiribati;

CONSIDERING the wish of Kiribati to promote the rational exploitation of its fishery resources by means of intensified co-operation;

RECALLING that, in respect in particular of sea fishing, Kiribati exercises its sovereignty or jurisdiction over a zone extending up to 200 nautical miles from its coasts;

TAKING INTO ACCOUNT the United Nations Convention on the Law of the Sea;

AFFIRMING THAT the exercise of sovereign rights by coastal states in waters under their jurisdiction for the purpose of exploiting, conserving and managing living resources must be conducted in accordance with principles of international law;

DETERMINED TO conduct their relations in a spirit of mutual trust and respect for each other’s interests in the sphere of sea fishing as enshrined in the Lomé and Cotonou Conventions;

DESIDEROUS OF establishing the terms and the conditions governing fishing activities of common interest to both Parties,

HAVE AGREED AS FOLLOWS:

Article 1

The purpose of this Agreement is to establish the principles and rules which will govern the fishing activities of vessels flying the flag of a Member State of the European Community, hereinafter referred to as “Community vessels”, in the waters over which Kiribati has sovereignty or jurisdiction in respect of fisheries, identified by Kiribati’s national legislation as “Kiribati fishery limits” and hereinafter referred to as “Kiribati fishing zone”.

Article 2

Kiribati hereby undertakes to authorise the pursuit of fishing activities by Community vessels within its fishing zone in accordance with this Agreement, in particular the Protocol and the Annex hereto.

The fishing activities governed by this Agreement shall be subject to the laws and regulations in force in Kiribati.

Article 3

The Community hereby undertakes to take all appropriate steps to ensure that its vessels observe the provisions of this Agreement and the rules and regulations governing fishing within Kiribati fishing zone.

The authorities of Kiribati shall notify the European Commission of all amendments to the said rules and regulations before they are applied.

The steps taken by Kiribati's authorities to regulate fishing in the interests of the conservation of fishery resources shall be based on objective and scientific criteria. They shall apply without discrimination to Community vessels, without prejudice to agreements concluded between developing countries within a single geographical region, including reciprocal fisheries agreements.

Article 4

Fishing activities by Community vessels within Kiribati fishing zone under this Agreement shall be subject to the possession of a fishing licence issued at the Community's request by the Kiribati's authorities.

The Kiribati authorities shall issue fishing licences within the limits laid down by category of vessels in the Protocol attached to this Agreement.

The issue of licences shall be subject to the payment of a fee by the ship-owners concerned.

The procedure for licence applications, the fees payable and the arrangements for payment are set out in the Annex.

Article 5

The Parties to this Agreement undertake to co-ordinate either directly or within international organisations their efforts to ensure the management and conservation of living resources in the Central and Western Pacific, and to facilitate the relevant scientific research.

Article 6

The vessels authorised under the terms of this Agreement to fish within Kiribati fishing zone shall be obliged to send their catch reports to the Kiribati's authorities, in accordance with the provisions set out in the Annex.

Article 7

In return for the fishing opportunities granted under Article 2, the European Community shall make a financial contribution to the Republic of Kiribati in accordance with the conditions and procedures set out in the Protocol attached to this Agreement, without prejudice to financing accorded to Kiribati under the Lomé and Cotonou Conventions.

Article 8

Where, as a result of circumstances solely attributable to the fault or negligence of Kiribati, fishing activities cannot be carried out within Kiribati fishing zone, the Community may, after prior consultation with Kiribati's authorities, suspend the payment of the financial contribution provided for in Article 7.

The payment of the financial contribution shall recommence once the situation has returned to normal and following consultation and agreement between the two Parties confirming that the situation is likely to allow a return to normal fishing activities.

The validity of the licences issued to Community vessels under Article 4 shall be extended with the number of months during which fishing activities could not be carried out.

Article 9

In the event of any dispute over the interpretation or application of this Agreement, consultations shall be held between the Parties.

Article 10

A Joint Committee, composed of officials of both Parties, shall be set up to ensure that this Agreement is applied correctly.

The Committee shall meet, alternately in Kiribati and in the Community, at the request of either of the Parties to this Agreement

Article 11

Should the Kiribati authorities decide, as result of developments in the state of stocks, to take measures to conserve fishery resources which affect the activities of Community vessels, consultations shall be held between the Parties in order to adapt the Protocol and the Annex as appropriate.

The consultations shall be based on the principle that any substantial reduction of the fishing opportunities laid down in the Protocol must entail a proportionate reduction in the financial contribution payable by the Community.

Article 12

Nothing in this Agreement shall affect or prejudice in any manner whatsoever the views of either Party with respect to any matter relating to the Law of the Sea.

Article 13

This Agreement shall apply, on the one hand, to the territories in which the Treaty establishing the European Community is applied and under the conditions laid down in that Treaty and, on the other hand, to the Republic of Kiribati.

Article 14

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

Article 15

This Agreement shall be concluded for an initial period of five years commencing from the date of its entry into force. Unless one of the Parties ends it by giving notice to that effect six months before the end of this five-year period, it shall be tacitly renewed for further periods of two years, unless denounced by notice given at least three months before the end of any such two-year period.

The Parties shall enter into negotiations in the event of either of them denouncing this Agreement.

Before the end of the period of validity of the current Protocol, the Parties shall hold negotiations to establish by agreement what amendments or additions to the Protocol and the Annex are required.

Article 16

This Agreement, drawn up in duplicate in the Danish, German, Greek, English, Spanish, Finnish, French, Italian, Dutch, Portuguese and Swedish languages, each of these texts being equally authentic, shall enter into force when the Parties exchange the notification concerning the accomplishment of the respective appropriate adoption procedures.

PROTOCOL

setting out the fishing possibilities and the financial contribution provided for in the Agreement between the European Community and the Republic of Kiribati on fishing within Kiribati fishing zone

Article 1

1. Pursuant to Article 2 of the Agreement, Kiribati shall grant annual fishing licences to EC tuna fishing vessels for a period of three years beginning on the date of entry into force of the Agreement and in conformity with 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 the first year of application of this Protocol, annual licences to fish simultaneously within Kiribati fishing zone shall be granted to 6 purse seine vessels and 12 long-liners.
3. For the following years, annual licences to fish simultaneously within Kiribati fishing zone shall be granted to 4 purse seine vessels and 12 long-liners.

Article 2

1. The financial contribution referred to in Article 7 of the Agreement shall be fixed at EUR 546 000 the first year and at EUR 416 000 per year the following years.
2. For the first year of application of the Protocol, a first part of the financial contribution equivalent to EUR 446 000 shall be paid into the Kiribati Government Account n° 1, with the Bank of Kiribati Ltd., Betio, Tarawa, and shall be made available soon after the entry into force of this Protocol.
For the following years, a first part of the financial contribution equivalent to EUR 316 000 per year shall be paid into the same Kiribati Government Account by the anniversary date of the Protocol.
The use to which such parts of the financial contribution are to be put shall fall within the exclusive competence of the Government of Kiribati.
3. A second part of the financial contribution, equivalent to EUR 100 000 per year shall be earmarked for the purpose of the matters specified in Article 5 of this Protocol.
4. The total financial contribution corresponds to a catch within Kiribati fishing zone of 8 400 tons of tuna for the first year and 6 400 tons of tuna per year for the following years.

Article 3

1. Starting from the second year of application of the Protocol and without prejudice to Article 11 of the Agreement, at the request of the Community, the number of fishing licences for purse seine vessels granted in Article 1(3) of this Protocol may be increased, if resources permit and in accordance with an appropriate tuna stock assessment based on objective and scientific criteria, including the “Western and Central Pacific Tuna Fishery Overview and Status of Stocks” published yearly by the Secretariat of the Pacific Community.

The concession of such additional licences shall be consistent with the terms of the Palau Arrangement. In any case, Kiribati shall not grant more than 7 additional licences for purse seine vessels per year. The actual number of additional licences available will be communicated by Kiribati to the Community every year following the annual meeting of the Palau Arrangement.

2. For each additional purse seine licence granted by Kiribati pursuant to paragraph 1, the Community shall increase the financial contribution referred to in Article 2 (1) of this Protocol by EUR 65 000 per year, which corresponds to a catch of 1 000 tons of tuna per year.
3. The annual financial contribution to be paid by the Community in exchange for the granting of the additional annual licences pursuant to paragraphs 1 and 2 shall be paid into the Kiribati Government Account n° 1 with the Bank of Kiribati Ltd., Betio, Tarawa.

Article 4

Starting from the second year of application of the Protocol, if the total amount of tuna caught each year by Community vessels under Articles 1(3) and 3(1) of this Protocol exceeds the sum of tuna catches referred to in Articles 2 (4) and 3 (2), the amount of the total annual financial contribution determined in accordance with Articles 2 (1) and 3 (2) shall be increased by EUR 65 per additional ton of tuna caught. However, the total annual amount to be paid by the Community cannot exceed double the amount of the financial contribution determined in accordance with Articles 2 (1) and 3 (2).

Article 5

During the period covered by this Protocol, the measures set out below shall be financed from the second part of the financial contribution provided for in Article 2(3), to the amount of EUR 100 000 per year, broken down as follows:

- a. EUR 50 000 for the participation of Kiribati officials to regional and international fishery-related meetings;
- b. EUR 35 000 for institutional support to the administrative department responsible for fisheries;
- c. EUR 15 000 for Kiribati contributions to regional and international fisheries organisations.

The programming of these measures shall be decided on by the Kiribati authorities and shall be sent to the European Commission for information before the first payment.

Article 6

1. The amounts referred to in Article 5 shall be made available soon after the entry into force of this Protocol for the first year and by the anniversary date of the Protocol for the following years, and shall be paid into the Kiribati Government Account n° 1, with the Bank of Kiribati Ltd., Betio, Tarawa.

2. The competent Kiribati authorities shall transmit an annual report on the implementation of these measures and the results achieved to the Delegation of the European Commission responsible for Kiribati, three months after the anniversary date of the Protocol.
3. The European Commission reserves the right to ask the competent national authorities for any additional information on these results and, where applicable, to reconsider the payments concerned in the light of the actual implementation of the measures.

Article 7

Should the Community fail to make the payments provided for in Articles 2, 3 and 5, Kiribati reserves the right to suspend the application of this Protocol.

ANNEX

CONDITIONS GOVERNING FISHING ACTIVITIES BY COMMUNITY VESSELS WITHIN KIRIBATI FISHING ZONE

1. REGISTRATION OF FISHING VESSELS

1. Fishing by Community vessels within Kiribati fishing zone shall be subject to the issuance of a registration number by the Kiribati competent authorities.
2. Applications for registration shall be made on the form provided for that purpose by the Kiribati authorities responsible for fisheries, in accordance with the specimen given in Appendix 1.
3. Registration shall be contingent upon the receipt of a 15 cm by 20 cm photograph of the applying vessel and the payment of EUR 600 per vessel as registration fee to be paid to the Kiribati Government Account n° 1 with the Bank of Kiribati Ltd., Betio, Tarawa.

2. LICENCE APPLICATION AND ISSUING FORMALITIES

The procedure for applications for and the issue of licences authorising Community vessels to fish in Kiribati fishing zone shall be as follows.

1. The relevant Community authorities shall present to the Chief Fisheries Officer of the Ministry of Natural Resources Development of Kiribati (hereinafter “the Chief Fisheries Officer”), via the Delegation of the European Commission responsible for Kiribati (hereinafter “the Delegation of the European Commission”), an application for each vessel wishing to fish under the Agreement, at least 15 days before the beginning of the requested term of validity. Applications shall be made using the form in accordance with the specimen given in Appendix 2.
2. Licences shall be signed and issued by the Chief Fisheries Officer to the ship-owners or their representatives (agent) within 15 working days of application. The Delegation of the European Commission will receive a copy of the fishing licence.
3. Licences shall be issued for a specific vessel and shall not be transferable. However, at the request of the European Commission, a vessel's licence shall, in cases of *force majeure*, be replaced by a new licence for the remaining period of validity of the original licence for another vessel with identical characteristics. In such cases, no new advance shall be due.
4. Licences must be held on board at all times. However, on receipt of notification of payment of the advance sent by the European Commission to the Chief Fisheries Officer, vessels shall be entered on a list of vessels authorised to fish, which shall be sent to the Kiribati authorities responsible for fisheries inspection. Pending arrival of the licence itself, a copy of the licence may be obtained by fax; that copy, which authorises the vessel to fish until arrival of the original document, must be kept on board.

5. Licences shall be valid for one year. They shall be renewable, subject to the number of available fishing possibilities established by the Protocol.
6. The fee shall be set at EUR 35 per ton caught within Kiribati fishing zones. It shall include all local and national taxes with the exception of port taxes and charges for the provision of services.
7. Licences shall be issued on advance payment of an annual sum of EUR 21 000 per tuna seiner and EUR 4 200 per long-liner and are not refundable. Such amounts are equivalent to the fees for respectively 600 tons and 120 tons of tuna and tuna-like species caught within Kiribati fishing zone.
8. Payments shall be made into the Kiribati Government Account n° 1 with the Bank of Kiribati Ltd., Betio, Tarawa, cleared of any deductions.

3. AGENTS

The ship-owner shall nominate, appoint and maintain an agent who shall be resident in Tarawa, Kiribati, and who shall have authority to receive and respond to any legal process. The ship-owner shall notify the Chief Fisheries Officer of the name and address of such an agent.

4. STATEMENT OF CATCH

1. Captains of purse seine vessels and long-liners shall complete a catch report (log-sheet) corresponding respectively to the specimens provided in Appendix 3a and 3b for each period spent fishing within Kiribati fishing zone.
2. The report, which must be legible and signed by the captain of the vessel, shall be sent not later than 45 days after the completion of the fishing trip to the Chief Fisheries Officer and, for processing, to the *Institut de Recherche pour le Développement (IRD)* or to the *Instituto Español de Oceanografía (IEO)* or to the *Instituto Português de Investigação Marítima (IPIMAR)* and to the *Secretariat of the Pacific Community (SPC)*.
3. A fishing trip ends when there is total or partial unloading of catches.
4. If these provisions are not complied with, the Chief Fisheries Officer reserves the right to suspend the licence of the offending vessel until these formalities have been carried out and to apply the penalties provided for under Kiribati's national law.

5. STATEMENT OF ADDITIONAL FEES DUE BY SHIP-OWNERS

1. Member States shall confirm the European Commission before 30 June each year of the amounts caught during the past year. On the basis of those figures the Commission shall establish a breakdown of the fees due in respect of the fishing year, calculated on the basis of EUR 35 per ton, which it shall then send to the Kiribati Chief Fisheries Officer.

2. Ship-owners shall be notified of this breakdown by the European Commission by the end of July at the latest and shall have 45 days in which to meet their financial obligations. Ship-owners cannot recover the balance in cases where the amount payable in respect of actual fishing operations is less than the advance payment.

6. INSPECTION AND MONITORING

Community vessels fishing within Kiribati fishing zone shall permit and facilitate the boarding and fulfilment of the tasks of Kiribati officials responsible for the inspection and monitoring of fishing activities. These officials should not remain on board any longer than the time required to verify catches by sampling and carry out any other inspections relating to fishing activities.

7. OBSERVERS

1. At the moment of the vessel registration, all Community vessels shall contribute EUR 400 to a “Fisheries Observers Project Fund” to be paid to the Kiribati Government Account n° 4 with the Bank of Kiribati Ltd., Betio, Tarawa.
2. At the request of the Kiribati authorities, Community vessels shall take one observer on board on at least 20% of their fishing trips.
3. The observer shall be treated as an officer. The time spent on board by the observer shall be fixed by the Kiribati authorities but, as a general rule, it should not exceed the time required to carry out his duties. Once on board, the observer shall:
 - observe the fishing activities of the vessels,
 - verify the position of vessels engaged in fishing operations,
 - perform biological sampling in the context of scientific programmes,
 - note the fishing gear used,
 - verify the catch data for Kiribati's zone recorded in the logbook.

While on board, the observer:

- must take all appropriate steps to ensure that the conditions under which he is taken on board and his presence on board do not interrupt or hamper fishing activities,
 - must respect the material and equipment on board and the confidentiality of all documents belonging to the vessel.
4. The conditions governing his embarkation shall be agreed between the ship-owner or his representative and the Kiribati authorities. If the ship-owner is unable to take the observer on board and put him off at a port in Kiribati mutually agreed with the Kiribati authorities, the ship-owner shall bear the cost of taking the observer aboard and putting him ashore.

5. If the observer is not present at the time and place agreed and during the six hours following the time agreed, the ship-owner shall be absolved of his obligation to take the observer on board.

8. CONTROL OF FISHING ACTIVITIES

1. Community vessels fishing under the Agreement shall be subject to a vessel monitoring system (VMS) whose specific conditions shall be agreed separately by the Parties.
2. Before such specific conditions are applicable, and as a transitional arrangement, Community vessels shall be required to comply with the regional VMS requirements currently applicable within Kiribati fishing zone.

9. FISHING ZONES

1. The vessels referred to in Articles 1 and 3 of the Protocol shall be authorised to engage in fishing activities within Kiribati fishing zone except in such areas as are designated as closed areas indicated by the chart 83005-FLC, in accordance with the Fisheries Ordinance (Cap. 33) and Marine Zone (Declaration) Act of the Government of Kiribati. Kiribati shall communicate to the European Commission any modification to the said fishing zones at least two months before their application.
2. In any case, fishing shall not be permitted within the twelve nautical miles from the base lines.
3. As regards purse seine vessels in particular, fishing is prohibited in the following areas:
 - i) within 60 nautical miles from the baselines of the islands of Tarawa, Kanton and Kiritimati;
 - ii) within 3 nautical miles of any anchored fish-aggregating device for which notification of its location shall be given by geographical co-ordinates.

10. REPORTING DETAILS

1. Captains shall provide the Chief Fisheries Officer with information relating to the time, position of, and catch on board of the licenced fishing vessel in the manner as described in Appendix 4 by fax or e-mail on the following occasions:
 - a) at least 24 hours prior to entering Kiribati fishing zone and immediately upon departure from the fishing zone ;
 - b) every Tuesday while within Kiribati fishing zone after the entry report or the last weekly report;
 - c) at least 48 hours prior to the estimated time of entry into any port of Kiribati and immediately upon port departure ;
 - d) immediately after transhipping the catch to a licences reefer carrier, and;

- e) at least 24 hours prior to refuelling from a licenced bunkering vessel.

This information should be communicated by facsimile (686) 21120 / 22287 or e-mail to the following address: fleu@mnr.gov.ki or fleu@tskl.net.ki .

2. A vessel found to be fishing without having informed the Chief Fisheries Officer shall be regarded as not in compliance with Kiribati national legislation.
3. The Chief Fisheries Officer and the ship-owners shall keep a copy of fax communications or e-mail messages until both parties have agreed to the final statement of fees due referred to at point 2 (“Licence application and issuing formalities”).
4. The ship-owners of purse seine vessels shall provide copy of the landing receipt after completion of every fishing trip that took place totally or in part within Kiribati fishing zone. If this provision is not complied with, the Chief Fisheries Officer reserves the right to suspend the licence of the offending vessel until these formalities have been carried out and to apply the penalties provided for under Kiribati’s national law.

11. TRANSHIPMENT AND USE OF SERVICES

1. Community vessels fishing within Kiribati fishing zone shall not tranship their catches at sea under any circumstances. Moreover, they shall tranship to a duly licensed carrier vessel at least three times per year (for the whole fleet) in any port of call in Kiribati. Captains of purse seine vessels shall report full details of the transhipment in the log-sheet (Appendix 3a).
2. The carrier vessel will have to apply for vessel registration along the procedure indicated at point 1 (“Registration of fishing vessels”) and fulfil the observer obligation indicated at point 6, first paragraph. The Captain of the licensed vessel shall provide Forty Eight (48) hours notice to the Government of a request to tranship any or all of the fish on board and shall provide the name of the licensed vessel, its radio call sign, its position, the catch on board by species, the time and port where such transhipment is requested to occur, and undertake to pay all fees required by the Government.
3. For the purpose of entry into port for transhipment or any other reason, the ship-owner shall appoint and maintain an agent. The agent should be a locally based company involved in fishing and registered in Kiribati.
4. Community vessels shall, wherever possible, procure the supplies and services they require in Kiribati ports.

12. CREW

1. Each Community vessel fishing under the Agreement shall undertake to employ two Kiribati nationals as crew-members. Condition of service for Kiribati nationals should be as standard for the industry in Kiribati.

2. In case an EC vessel is not in the condition to employ Kiribati nationals as crew-members, ship-owners shall be obliged to pay a lump sum equivalent to the wages of two crew-members for the duration of the fishing season in Kiribati's fishing zone.
3. That sum shall be directed by the Government of Kiribati to the advantage of the Central Pacific Producer (CPP) Recruiting Fund.

13. ARREST OF FISHING VESSELS AND APPLICATION OF PENALTIES

The relevant Kiribati authorities shall inform the Delegation of the European Commission and the flag State, within 48 hours, of the arrest of or application of penalties of Community vessels fishing under the Agreement and shall transmit a brief report of the circumstances and reasons leading to such an arrest or application of penalties.

The Delegation of the European Commission and the flag State shall be kept informed of any proceedings initiated and penalties imposed.

APPENDIX I

Republic of Kiribati Register of Fishing Vessel Application Form

Fisheries Licence & Enforcement Unit,

Tel:(686) 21099

PO. Box 64, Bairiki,

Fax: (686) 21120

Republic of Kiribati

INSTRUCTIONS:

- Underline surname.
Address means complete mailing address.
Clearly mark X where appropriate; if not typed, print clearly.
All units Metric; specify units if other systems used.
Affix a recent 6 X 8 inch colour side photo of the vessel to this application.
Affix a recent passport size colour portrait photo of the Fishing Master (Fish Captain)

The Chief Fisheries Officer,

I hereby apply for registration of a vessel on the National Fisheries Register.

Name of vessel Apply Date (dd/mm/yy)

If this vessel was registered before, specify:

Old vessel name Old call sign
Old registration number

Vessel Owner: Vessel Operator:
Name Address Name Address
Tel. Fax. Tel. Fax.

Country of Registration
Country of Registration Number
International Radio Call sign
Onboard Telephone No Onboard Telex No

Home Port Country

Operational Base(s):
Port 1 Country1
Port 2 Country 2

Vessel Master: Fishing Master (Fish Captain):
Name Date of Birth Date of Birth
Social Security No. Social Security No.
Nationality Nationality
Residence Address Residence Address

Vessel Type:
Single Purse Seiner Longliner
Group Purse Seiner Pole and Liner

Purse Seine Carrier _____ Longline Reefer _____
 Support Craft _____ Bunker _____
 If other, specify _____

Usual Number of Crew _____
 State(s) of Authorised Area of Operation _____

Hull Material : Steel _____ Wood _____ FRP _____ Aluminium _____
 If other, specify _____

Year Built _____ Place Built _____
 Gross Tonnage _____ Overall Length _____

Main Engine (s) Power (specify units) _____
 Maximum Fuel Carrying Capacity _____ Kiloliters/Gallons

Daily Freezing Capacity (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	_____	_____

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

A. For Purse Seine Vessels:

Helicopter Reg. No. _____ Helicopter Model _____
 Net Length (meters) _____ Net Depth (meters) _____
 Power Block Net Pull _____ Kilos
 Purse Winch Bare Drum Line Pull _____ Metres per minute
 Doppler Current Meter Present? Y / N (please circle your response)
 Bird Radar Present? Y / N (please circle your response)
 Number of Wells:
 Stern _____ Storage Capacity _____ St/Mt
 Bow _____ Storage Capacity _____ St/Mt

Support Craft:

Skiff Length _____	Metre/Feet Power of Engine _____ HP/PS
Speed Boat 1 Length _____	Metre/Feet Power of Engine _____ HP/PS
Speed Boat 2 Length _____	Metre/Feet Power of Engine _____ HP/PS
Speed Boat 3 Length _____	Metre/Feet Power of Engine _____ HP/PS

B. For Longline Vessels:

Maximum Number of Baskets _____ Main Line Length in Km _____
 Maximum Number of Hooks _____
 Main Line Material _____
 Line Shooter Present? Y / N (please circle your response)

C. For Support Craft:

Activities (more than one, if appropriate)

Light Boat	Scouting Boat
Anchor Boat	Aircraft

If other, specify _____

Fishing Vessel(s) Supported _____

I declare that the above information is true and complete. I understand, I am required to report within 30 days any changes to the above information, including the change in Vessel Master and Fish Captain during the period of registration. I further understand that failure to do so may affect good standing of my vessel on the Fishing Vessel Register.

Applicant:

Name _____ Signature _____

OWNER

CHATTERER

AUTHORISED AGENT _____

Address

Tel. No. _____ Fax. No. _____ Telex No. _____

APPENDIX 2

APPLICATION FORM FOR A FISHING LICENCE

- 1. New application or renewal :
- 2. Name of vessel and flag :
- 3. Period of validity : fromto.....
- 4. Name of shipowner:
- 5. Address of shipowner:
- 6. Name and address of charterer (if different from 4 and 5):.....
- 7. Name and address of official representative in Kiribati:
- 8. Name of the captain of the vessel.....
- 9. Type of vessel :
- 10. Registration number : :
- 11. Vessel's external identification : :
- 12. Port and country of registration :
- 13. Overall length and breadth of vessel :
- 14. Gross and net tonnage :
- 15. Make and power of main engine :
- 16. Freezer capacity (t/d) :
- 17. Hold capacity (m³) :
- 18. Radio call sign and frequency :
- 19. Other communications equipment (telex, fax) :
- 20. Fishing applicants :
- 21. Number of crew broken down by nationality :
- 22. Number of fishing licence (in the case of a renewal, attach licence) :

I, the undersigned,....., certify that the above information is correct and undertake to comply therewith.

.....
.....

(Stamp and signature of shipowner)

(Date)

Appendix 3A
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)?	NUMBER OF FADS USED	TENDER VESSELS USED ?(Y/N)	DATE AND TIME OF DEPARTURE	DATE AND TIME OF ARRIVAL IN PORT
REGISTRATION NUMBER IN COUNTRY OF REGISTRATION		INTERNATIONAL RADIO CALL SIGN	<ul style="list-style-type: none"> • ALL DATES AND TIMES MUST BE UTC/GMT • ALL WEIGHTS MUST BE METRIC TONNES 		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 DDMM.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 <ul style="list-style-type: none"> • 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 - SPECIFY 7 NET CLEANING SET 10 DEPLOYING OR RETRIEVING RAFT, FAD OR PAYAO	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 CALL SIGN	RADIO	SKIPJACK	YELLOWFIN	BIGEYE	MIXED

NAME OF CAPTAIN	SIGNATURE OF CAPTAIN	DATE

Appendix 3B
SOUTH PACIFIC REGIONAL PURSE-SEINE LOGSHEET

_____ 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			DATE AND TIME OF DEPARTURE										
COUNTRY OF REGISTRATION				FFA TYPE APPROVED ALC (Y/N)?		<ul style="list-style-type: none"> ALL DATES AND TIMES MUST BE UTC/GMT ALL WEIGHTS MUST BE KILOGRAMS 											PORT OF UNLOADING			DATE AND TIME OF ARRIVAL IN PORT									
REGISTRATION	NUMBER	IN	COUNTRY	OF	INTERNATIONAL RADIO CALL SIGN		PRIMARY TARGET SPECIES																		NUMBER OF HOOKS BETWEEN FLOATS				

MONTH	DAY	ACTIVITY CODE	01.00 UTC OR SET POSITION				SET START TIME	NUMBER OF HOOKS	ALBACORE			BIGEYE			YELLOWFIN			SHARK		STRIPED MARLIN		BLUE MARLIN		SWORDFISH		OTHER SPECIES													
			LATITUDE DDMM.	N S	LONGITUDE DDMM.	E W			No RET	KG RET	No DISC	No RET	KG RET	No DISC	No RET	KG RET	No DISC	No RET	No DISC	No RET	KGRET	No RET	KG RET	No RET	KG RET	NAME	No RET	KG RET											

ACTIVITY CODES
 1 A SET
 2 A DAY AT SEA BUT NOT FISHED OR TRANSIT
 3 TRANSIT
 4 IN PORT - PLEASE SPECIFY

PAGE TOTAL																																										
TRIP TOTAL																																										

NAME OF CAPTAIN	SIGNATURE OF CAPTAIN										DATE
-----------------	----------------------	--	--	--	--	--	--	--	--	--	------

APPENDIX IV

REPORTING DETAILS

REPORTS TO THE CHIEF FISHERIES OFFICER

Tel: (686) 21099 Fax: (686) 21120 Tlx: (761) 77039

1 Reporting of Entry to the Zone

24 hours prior to entering the fishery limits:

- (a) Report code (ZENT);
- (b) Registration or Licence number;
- (c) Call sign or signal letters;
- (d) Date of entry (DD-MM-YY);
- (e) Time of entry (GMT);
- (f) Position of entry;
- (g) Total Catch on board by weight by species:
 - SKIPJACK (SJ)____.(Mt)
 - YELLOWFIN (YF)____.(Mt)
 - OTHERS (OT)____.(Mt)

eg. ZENT/89TKS-PS001TN/JJAP2/11.10.89/0635Z/0230N;17610E/SK-510:YF-120:OT-10

2. *Reporting of Departure from the Zone*

Immediately upon leaving the fishery limits:

- (a) Report code (ZDEP);
- (b) Registration or Licence number;
- (c) Call sign or signal letters;
- (d) Date of departure;
- (e) Time of departure (GMT);
- (f) Position of departure;
- (g) Catch on board by weight by species:
 - SKIPJACK (SJ)____.(Mt)
 - YELLOWFIN (YF)____.(Mt)
 - OTHERS (OT)____.(Mt)
- (h) Total catch in Zone by weight by species (like Catch on Board)
- (i) Total fishing days (the actual number of days in which a set was made in the Zone)

eg. ZDEP/89TKS-PS001TN/JJAP2/21.10.89/1045Z/0125S;16730E/SJ-450:YF-190:OT-4/SJ-42:BE-70:OT-1/14

3. *Weekly position and catch reporting while within the Zone*

Every Tuesday while within the fishery limits after the entry report or the last weekly report:

- (a) Report code (WPCR);
- (b) Registration or Licence number;
- (c) Call sign or signal letters;
- (d) Date of WPCR (DD:MM:YY);
- (e) Reporting position;
- (f) Catch since the last report:
 - SKIPJACK (SJ)____.(Mt)
 - YELLOWFIN (YF)____.(Mt)
 - OTHERS (OT)____.(Mt)

(g) Fishing days since the last report.

eg. WPCR/89TKS-PS001TN/JJAP2/11.12.89/0140N;16710W/SJ-23:YF-9:OT-2.0/7

4. *Port entry, including entry for transshipment, re-provisioning, discharging crew or emergency*

At least 48 hours before the vessel enter port:

- (a) Report code (PENT);
- (b) Registration or Licence number;
- (c) Call sign or signal letters;
- (d) Date of reporting (DD:MM:YY);
- (e) Reporting position;
- (f) Port name;
- (g) Estimated time of arrival (LST) DDMM:hhmm;
- (h) Catch on board by weight by species:

SKIPJACK	(SJ)____.(Mt)
YELLOWFIN	(YF)____.(Mt)
OTHERS	(OT)____.(Mt)

(i) Reason for visiting port

eg. PENT/89TKS-PS001TN/JJAP2/24.12.89/0130S;17010E/BETIO
/26.12:1600L/SJ-562:YF-150:OT-4/TRANSSHIPPING

5. *Port departure*

Immediately after leaving port:

- (a) Report code (PDEP);
- (b) Registration or Licence number;
- (c) Call sign or signal letters;
- (d) Date of reporting (GMT) DD-MM-YY;
- (e) Port name;
- (f) Date and time of Departure (LST) DD-MM:hhmm
- (g) Catch on board by weight by species:

SKIPJACK	(SJ)____.(Mt)
YELLOWFIN	(YF)____.(Mt)
OTHERS	(OT)____.(Mt)

(h) Next destination.

eg. PDEP/89TKS-PS001TN/JJAP2/30.12.89/BETIO/29.12:1600L/SJ-0.0:YF-0.0:OT-
4/FISHING GROUND

6. *Entry into or Departure from a Closed Area*

At least 12 hours before entering and immediately after leaving the closed area:

- (a) Report type (ENCA for entry and DECA for exit);
- (b) Registration or Licence number;
- (c) Call sign or signal letters;
- (d) Date of ENCA or DECA;
- (e) Time of ENCA or DECA (GMT) DD-MM-YY:hhmm;
- (f) Position of ENCA or DECA (to one minute of arc);
- (g) Speed and course
- (h) Reason for ENCA

eg. ENCA/89TKS-PS001TN/JJAP2/30.12.89:1645Z/0130S;17010E
/7:320/ENTER PORT

7. *Refuelling Notice*

At least 24 hours before refuelling from a licensed tanker:

- (a) Report type (FUEL);
- (b) Registration or Licence number;
- (c) Call sign or signal letters;
- (d) Date of reporting (GMT);
- (e) Position of reporting (to one minute of arc)
- (f) Amount of fuel on board (Kilolitres);
- (g) Estimated date of bunkering;
- (h) Estimated position of bunkering;
- (i) name of tanker.

eg. FUEL/89TKS-PS001TN/JJAP2/06.02.90/0130S;17010E/35/08.02.90
/0131S;17030E/CHEMSION

8. *Bunkering Activity Report*

Immediately after refuelling from a licensed tanker.

- (a) Report type (BUNK);
- (b) Registration or Licence number;
- (c) Call sign or signal letters;
- (d) Starting date and time of bunkering (GMT) DD-MM-YY:hhmm;
- (e) Starting position of bunkering;
- (f) Amount of fuel received in kilolitres;
- (g) Ending time of bunkering (GMT);
- (h) Ending position of bunkering
- (i) Name of tanker.

eg. BUNK/89TKS-S001TN/JJAP2/08.02.90:1200Z/0131S;17030E/160/08.02.90:
1800Z/0131S;17035E/CRANE PHOENIX

9 *Transshipment Activity Report*

Immediately after transshipping at an authorised port in Kiribati to a licensed carrier vessel.

- (a) Report type (TSHP);
- (b) Registration or Licence number;
- (c) Call sign or letters;
- (d) Date of discharge (DD-MM-YY);
- (e) Port of discharge;
- (f) Transhipped catch by weight by species;

SKIPJACK	SJ) ____.(Mt)
YELLOWFIN	(YF)____.(Mt)
OTHERS	(OT)____.(Mt)

- (g) Name of reefer carrier;
- (h) Destination of catch.

eg. TSHP/89TKS-PS001TN/JJAP2/11.12.89/BETIO/SJ-450:YF-150:OT-0.0/JAPAN
STAR/PAGO PAGO

10. *Completion Report*

Within 48 hours after completing a trip by discharging catch at other fishing ports (outside Kiribati) including operational port, or home port.

- (a) Report type (COMP);
- (b) Vessel name;

- (c) Licence number;
 - (d) Call sign signal letters;
 - (e) Date of discharge (DD-MM-YY);
 - (f) Discharged catch by species

SKIPJACK	(SJ)____.__(Mt)
YELLOWFIN	(YF)____.__(Mt)
OTHERS	(OT)____.__(Mt)
 - (g) Name of port.
- eg. COMP/89TKS-PS001TN/JJAP2/26.12.89/SJ-670:YF-65:OT-0.0/BETIO

LEGISLATIVE FINANCIAL STATEMENT

Policy area(s):	External aspects of Fisheries Policy
Activity(ies):	International Fisheries Agreements

TITLE OF OPERATION:
NEW AGREEMENT BETWEEN THE EUROPEAN COMMUNITY AND THE REPUBLIC OF KIRIBATI ON FISHING WITHIN KIRIBATI FISHING ZONE

1. BUDGET LINE(S) + HEADING(S)

B78000: International Fisheries Agreements

2. OVERALL FIGURES

2.1. Total allocation for action (Part B):

min EUR 1.378 million for commitment

max EUR 2.288 million for commitment

2.2. Period of application:

The Agreement has been concluded for an initial period of 5 years, automatically renewable until denunciation from one of the two Parties.

The Protocol, which contains the provisions on fishing possibilities and the financial contribution, has been concluded for a period of three years starting from entry into force (2003-2006).

2.3. Overall multiannual estimate of expenditure:

min EUR 1.378 million for commitment;

max EUR 2.288 million for commitment

(a) Schedule of commitment appropriations/payment appropriations (financial intervention)
(see point 6.1.1)

EUR million (to three decimal places)

	Year n	n + 1	n + 2	n + 3	n + 4	n + 5 and subs. Years	Total
Commitments	0.546	min 0.416 max 0.871	Min 0.416 max 0.871	---	---	---	min 1.378 max 2.288
Payments	0.546	min 0.416 max 0.871	Min 0.416 max 0.871	---	---	---	min 1.378 max 2.288

(b) Technical and administrative assistance and support expenditure(see point 6.1.2)

Commitments	---	---	---				---
Payments	---	---	---				---

Subtotal a+b							
Commitments	0.546	min 0.416 max 0.871	min 0.416 max 0.871	---	---	---	min 1.378 max 2.288
Payments	0.546	min 0.416 max 0.871	min 0.416 max 0.871	---	---	---	min 1.378 max 2.288

(c) Overall financial impact of human resources and other administrative expenditure (see points 7.2 and 7.3)

Commitments/ payments	0.051M €	0.051M€	0.051M€				0.153M€
--------------------------	-------------	---------	---------	--	--	--	---------

TOTAL a+b+c (mill €)							
Commitments	0.597	min 0.467 max 0.922	min 0.467 max 0.922	---	---	---	min 1.531 max 2.441
Payments	0.597	min 0.467 max 0.922	min 0.467 max 0.922	---	---	---	min 1.531 max 2.441

2.4. Compatibility with financial programming and the financial perspective

- Proposal compatible with existing financial programming.
- This proposal will entail reprogramming of the relevant heading in the financial perspective.
- This may entail application of the provisions of the Inter-institutional Agreement.

2.5. Financial impact on revenue:

X No financial implications (involves technical aspects regarding implementation of a measure)

OR

Financial impact - the effect on revenue is as follows:

Note: All details and observations pertaining to the method of calculating the effect on revenue should be included in a separate annex.

EUR million (to one decimal place)

Budget heading	Revenue	Prior to action (Year n-1)	Situation following action						
			Year n ³	n+1	n+2	n+3	n+4	n+5	
	(a) Revenue in absolute terms								
	(b) Change in revenue	Δ							

(Please state each budget line involved, adding the appropriate number of rows to the table if there is an effect on more than one budget line)

3. BUDGET CHARACTERISTICS

Type of expenditure		New	Participation EFTA	Participation applicant countries	Heading Financial Perspective
Comp	Diff	NO	NO	NO	4

4. LEGAL BASIS

- Article 37 of the Treaty, in conjunction with Article 300(2) and the first subparagraph of Article 300(3);

5. DESCRIPTION AND GROUNDS

5.1. Need for Community intervention

5.1.1. Objectives pursued

In June 2001 the Council of Ministers mandated the European Commission to negotiate bilateral tuna agreements with the ACP countries of Central West Pacific.

The EC/Kiribati fishery agreement is the first fishery agreement concluded by the Commission, on behalf of the Community, in the Pacific region. EC and Kiribati negotiators concluded negotiations and initialed the Agreement on 6 July 2002 in Suva, Fiji.

The purpose of this new agreement is to allow Community vessels to obtain fishing rights for purse seine vessels and long-liners in Kiribati fishing zone (exclusively for tuna and tuna-like species). For EC ship-owners it marks the opening of new fishing possibilities in Central West Pacific, an area of strategic importance for the long-term development of the EC tuna fishing industry. The Agreement with Kiribati is supposed to be the first of a series of agreements with other countries of Central West Pacific rich in tuna resources.

The Agreement, with the related Protocol and technical Annex, will enter into force once both Parties have notified each other the completion of the respective adoption procedures (est. February 2003).

5.1.2. Measures taken in connection with ex ante evaluation

The interest of EC ship-owners in the opening of new tuna fishing possibilities in Central West Pacific lies with the great abundance of tuna resources in that area.

Traditionally, annual catches of the four main species of tuna fish (albacore, big-eye, skipjack and yellowfin) in Central West Pacific have represented approximately 50% of world catches. On average, catches in West Pacific reach about 1.8 million metric tons (mt) per year against 0.5 million mt in East Pacific, 0.7 million mt in the Indian Ocean and 0.4 million mt in the Atlantic Ocean.

The purse seine fishery accounts for around 60% of the total tuna catches by volume in Central West Pacific since the early 90s, with annual catches ranging between 800 000 and 1 million mt. As regards catches per vessel, the statistics made available by the Forum Fishery Agency (FFA) and the Secretariat of the Pacific Community (SPC) indicate that average catches per vessel (for the whole Central West Pacific region) range between 5 000 and 6 000 tons per year.

As regards tuna fishery in Kiribati EEZ, it must be underlined that with an EEZ extension of 3.5 million squared Km Kiribati provides for the opening of a huge fishing zone in the heart of Central West Pacific; Kiribati's zone is also contiguous to vast areas of high seas, both eastwards and westwards. In terms of catches, it is widely recognized that, although natural phenomena may affect annual fishing yields, Kiribati offers one of the best and richest fishing grounds of the region. Based on data supplied by the Kiribati authorities, confirmed by the SPC, tuna catches of purse seine vessels in Kiribati EEZ reach, on average, 1 000 tons of tuna per year.

The area is also favourable to long-line fishery. Catches of long-liners are estimated at approximately one fifth of purse seine vessels.

As regards conservation matters, several scientific studies and institutions confirm that the status of tuna stocks, particularly for skipjack and yellowfin – the bulk of industrial tuna fishing in Central West Pacific -, is good and therefore that an increase of the fishing effort is admissible.

Furthermore, it must be underlined that, for purse seine fishery, the number of fishing possibilities negotiated under the agreement is fully compatible with allocation of fishing licences agreed at regional level within the framework of the *Palau Arrangement for the Management of the Western Pacific Purse Seine Fishery* (hereinafter “the Palau Arrangement”).

5.1.3. *Measures taken following ex-post evaluation*

The proposed Agreement with Kiribati is the first one with this country and, consequently, experience from interim or ex post evaluation of this specific Agreement is not yet available.

Nevertheless, historical statistical data on catches from other fleets (mainly US, Japan, Korea, and Taiwan) fishing in the region have been taken into account. It is on the basis of such data, supplied by the Secretariat of the Pacific Community (SPC) and by the Kiribati authorities themselves, that it has been possible to estimate that tuna catches of purse seine vessels in Kiribati EEZ may reach, on average, 1000 tons of tuna per year.

5.2. **Actions envisaged and arrangements for budget intervention**

The Agreement initialed on 6 July 2002 provides for fishing opportunities for purse seine vessels and long-liners. The fishing possibilities feature as follows:

- For the first year of application of the Protocol 6 purse seine vessels and 12 long-liners;
- Starting from the second year of application, the fishing possibilities are leveled at a minimum of 4 purse seine vessels and 12 long-liners; at the request of the Community and depending on the management decisions of the Parties to the Palau Arrangement, the number of fishing licences for purse seine vessels may be increased up to 11 vessels on a yearly basis.

The reference tonnage was set at 8 400 tons the first year and at a minimum of 6 400 tons for the second and third year. Starting from the second year, the reference tonnage will have to be increased by 1000 ton for each additional purse seine licence obtained.

As with all other EC tuna agreements, the total fee paid under the Agreement (EC plus ship-owners) will be EUR 100 per ton of tuna caught. The unit cost of each ton of tuna caught is EUR 65 payable by the Community for the reference weight and EUR 35 payable by the ship-owners.

Under this new Agreement, the Community will pay a total financial contribution of EUR 546 000 for the first year and a minimum of EUR 416 000 for the second and third year of application of the Protocol.

Starting from the second year, the financial contribution may be increased by EUR 65 000/year for each additional purse seine vessel licence obtained. In the hypothesis of the acquisition of all additional purse seine licences, the total EC financial contribution could reach EUR 871 000 per year.

The global figures relative to the financial contribution paid by the EC are therefore the result of the estimated catches of the EC tuna fleet in the area (1000 tons for purse seine vessels and 200 tons for long-liners) multiplied by a unit fee of EUR 65 per ton.

Out of the amount of the financial contribution, approximately 19% (EUR 100 000/year) will go towards financing targeted measures aiming at ensuring the participation of Kiribati officials to regional and international fishery related meetings, providing institutional support to the administrative department responsible for fisheries and for Kiribati contributions for the participation in regional and international fisheries organizations.

The rest of the financial contribution (EUR 446 000 the first year and a minimum of EUR 316 000 for the following years) will be paid soon after the entry into force of the Agreement the first year and by the anniversary date of the Protocol the following years into the Kiribati Government Account n° 1, with the Bank of Kiribati Ltd., in Betio, Tarawa.

Because tuna is such a highly migratory species, actual catches taken in a given zone can fluctuate greatly from one fishing year to the next. The catches taken by the Community fleet in the waters of a non-member country cannot therefore be known in advance. Therefore, as in all other tuna agreements, the Community pays a fixed amount which is in relation to an expected catch weight⁴ ("reference tonnage") adjusted, where necessary, according to: a) the number of vessels authorised to fish; b) the fishing technical conditions to be respected; c) the amount and quality of targeted measures, d) the duration of the protocol.

If the expected catch is not taken, the non-member country keeps the amount initially paid.

If the expected catch weight is exceeded, an additional amount in proportion to the excess is paid by the Community⁵. However, the total amount to be paid by the Community cannot exceed double the amount of the financial contribution determined in function of Articles 2 and 3 of the Protocol.

The guidelines laid down by the Council for negotiating fisheries agreements with the ACP States specify that account must be taken of the Community's interest in maintaining or establishing fisheries relations with the countries concerned.

Furthermore, it must be stressed that the EC/Kiribati Fishery Agreement is the first fishery agreement concluded by the EC in the Pacific and opens new important fishing grounds for the EC tuna fleet whose access is essential for the long-term development of an EC industrial tuna fishing strategy.

The EC draws also important political benefits from the conclusion of such an agreement, which is relevant for its geo-strategic implications.

5.3. Methods of implementation

The Commission is solely responsible for implementing the Protocol and will do so through its officials posted in both Brussels and its Delegation in Fiji (responsible also for the Republic of Kiribati).

⁴ Generally, the expected catch weight is calculated on the basis of the catches recorded during previous years in the same zone by EC vessels. As the proposed Fishery Agreement is the first one that is concluded, and there is no experience from previous years, the expected catch weight has been calculated on the basis of historical statistical data on catches realised by other fleets with characteristics similar to EC vessels (US, Japan, Korea, Taiwan) in Kiribati waters. Such data have been supplied by the Kiribati authorities and they have been confirmed by the Secretariat of the Pacific Community (SPC).

⁵ As the reference tonnage is normally fixed at an appropriate level, it is very rare that, in the end of the fishing season, real catches overtake the reference tonnage and that, by consequence, the Community is called to pay the additional amount proportional to the extra catches.

6. FINANCIAL IMPACT

6.1. Total financial impact on Part B - (over the entire programming period)

6.1.1. Financial intervention Commitments in EUR million (to three decimal places)

Breakdown	Year n	n + 1	n + 2	n + 3	n+ 4	n + 5 and subs. years	Total
Financial contribution	0.546	min. 0.416 max 0.871	min. 0.416 max 0.871	-	-	-	min. 1.378 max 2.288
Targeted actions (out of total F.C)	0.100	0.100	0.100	-	-	-	0.300
Etc.							
TOTAL							

6.1.2. Technical and administrative assistance and support expenditure (commitment appropriations)

	Year n	n + 1	n + 2	n + 3	n + 4	n + 5 and subs. years	Total
1) Technical and administrative assistance:							
(a) Technical assistance offices							
(b) Other technical and administrative assistance: - intra-muros: - extra-muros: <i>of which for construction and maintenance of computerised management systems:</i>							

Subtotal 1							
2) Support expenditure							
(a) Studies							
(b) Meetings of experts							
(c) Information and publications							
Subtotal 2							
TOTAL							

6.2. Calculation of costs by measure envisaged in Part B (over the entire programming period)

Commitments in EUR million (to three decimal places)

Breakdown	Type of products/outputs (projects, files)	Number of outputs (total for years 1...n)	Average unit cost	Total cost (total for years 1...n)
	1	2	3	4=(2X3)
<u>Action 1</u>	Fishing opportunities in exchange for a financial contribution	Reference tonnage : 8 400 tons/ 1 st year Min 6 400 tons Max 13 400 tons for 2 nd and 3 rd year	EUR 65/ton	EUR 0.546 million/1 st year Min EUR 0.416 m Max EUR 0.871 m for 2 nd and 3 rd year
TOTAL COST				Min EUR 1.378m (1) Max EUR 2.228 m (1)

(1) Total cost over 3 years.

7. IMPACT ON STAFF AND ADMINISTRATIVE EXPENDITURE

7.1. Impact on human resources

Type of post		Staff to be assigned to management of the action using existing and/or additional resources		Total man/year	Description of tasks deriving from the action
		Number of permanent posts	Number of temporary posts		
Officials or temporary staff	A	1		4	
	B	1		0.5	
	C	1		0.5	
Other human resources					
Total		3	0	5	

7.2. Overall financial impact of human resources

Type of human resources	Amount in EUR	Method of calculation *
Officials		$(95,000/12 \times 4) + (56,000/12 \times 0,5) + (44,000/12 \times 0,5)$
Temporary staff	36,000/year	
Other human resources (give budget line)		
Total	36,000/year	

The amounts are total expenditure for twelve months.

7.3. Other administrative expenditure deriving from the action

Budget heading (Number and title)	Amount in EUR	Method of calculation
Overall allocation (Title A7)		
A0701 – Missions	15,000/year	7,500 x 2
A07030 – Meetings	0	
A07031 - Compulsory committees ⁽¹⁾	0	
A07032 - Non-compulsory committees ⁽¹⁾	0	
A07040 – Conferences	0	
A0705 - Studies and consultations		
Other expenditure (state which)		
Information systems (A-5001/A-4300)		
Other expenditure – Part A (state which)		
Total	15,000/year	

The amounts are total expenditure for twelve months.

⁽¹⁾ Specify the type of committee and the group to which it belongs.

I.	Annual total (7.2 + 7.3)	EUR 51,000/year
II.	Duration of action	Three years
III.	Total cost of action (I x II)	EUR 153,000

It is impossible to quantify the impact of an Agreement and related Protocol given the work load of the unit in the Fisheries DG responsible for this dossier.

Negotiating fisheries agreements is one of the unit's activities but does not in itself has a specific impact on administrative expenditure. The needs in administrative and human resources will be met in any case within the appropriations allocated to the competent service.

If the Agreement had not been concluded (initialed), this would equally have resulted in a significant work load and substantial expenditure on visits and meetings.

8. FOLLOW-UP AND EVALUATION

8.1. Follow up arrangements

The first part of the financial contribution (EUR 446 000/1st year and a minimum of EUR 316 000 for the following years) is to be paid soon after the entry into force of the

Agreement the first year and by the anniversary date of the Agreement the following years into the Kiribati Government Account n° 1, with the Bank of Kiribati Ltd, in Betio, Tarawa. The Government of Kiribati is solely responsible for the use to which this compensation is put. Starting from the second year of application of the Agreement, the number of fishing licences for purse seine vessels may be increased, depending on the state of stocks and in conformity with the annual limits set by the Parties to the Palau Arrangement, by an additional 7 vessels. For each additional licence, the Community will pay a financial contribution equivalent to EUR 65 000 into the same Government Account n° 1.

The Article 8 of the Agreement stipulates that where exceptional circumstances prevent fishing activities, the European Community may suspend payment of the financial contribution.

The amounts allocated to financing the targeted measures (EUR 300 000 over 3 years) are to be made available to the Kiribati authorities on the basis of the breakdown in Article 5 of the Protocol⁶. The Kiribati Authorities will have to inform *a priori* the Commission about the programmes they intend to finance.

Furthermore, a report on the utilisation of the funds earmarked for the targeted measures must be submitted to the Commission each year, not later than three months after the anniversary date of the Protocol. The Commission is entitled to request additional information and to review the payments concerned the light of the actual implementation of the measures.

To ensure that the Protocol is applied properly, the Community and Kiribati can meet whenever necessary to discuss any matter concerning implementation of the Protocol in a Joint Committee. Furthermore, utilization of the fishing opportunities is under permanent assessment in terms of both licences issued and catches, including their value.

8.2. Arrangements and schedule for the planned evaluations

Before a possible renewal in 2006, the protocol will be submitted to an evaluation, in conformity with the Communication (SEC(2000)1051) of 26 July 2000 on strengthening evaluation of Commission activities.

This evaluation will have to take into account both direct economic indicators (catches and value of catches) and impact indicators (number of jobs created and maintained and the relationship between the cost of the protocol and the value of catches).

For the targeted measures, please see above.

9. ANTI-FRAUD MEASURES

Since the financial contributions are made by the Community in direct exchange for the fishing opportunities offered, the non-member country uses them for whatever end it

⁶ The measures to be financed are: a) participation of Kiribati officials to regional and international fishery-related meetings (€ 50 000/year); b) institutional support to the administrative department responsible for fishery (€ 35 000/year); c) Kiribati contributions for the participation in regional and fishery organisations (€ 15 000/year).

chooses. However, it is required to report to the Community, as provided for in the Protocol, on the use of certain funds. All the measures provided for in Article 5 of the Protocol are subject to an annual report on their implementation and on the results achieved. The Commission reserves the right to request additional information on the results achieved and to review payments in the light of actual implementation of the measures.

In addition, the Member States whose vessels operate under this Agreement must certify to the Commission the exactness of the data indicated in the tonnage certificates of the vessels so that the licence fees may be calculated on a guaranteed basis.

The Protocol also requires Community ship-owners to fill out catch statements (which must be transmitted to the Commission and the Kiribati authorities) which then serve as the basis for drawing up the final statement of catches under the Protocol and the corresponding fees.