



COMMISSION OF THE EUROPEAN COMMUNITIES

Brussels, 2.9.2005
COM(2005) 404 final

2005/0168 (CNS)

Proposal for a

COUNCIL REGULATION

**concerning the conclusion of the Partnership Agreement between
the European Community and Solomon Islands on fishing off Solomon Islands**

(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, for certain species, the maximum safe level of exploitation has not been reached yet.

In June 2001 the Council of Ministers mandated the Commission to negotiate bilateral tuna fishery agreements with ACP states of Central West Pacific, with a view to set up a network of tuna Agreements for the EC tuna fleet in the Pacific region.

In July 2002 the Commission negotiated and concluded a first Agreement in the region with the Republic of Kiribati. This first Agreement came into force in September 2003. Subsequently, exploratory talks with other coastal states were held in 2003 with Solomon Islands, Federated States of Micronesia, Papua New Guinea and Cook Islands.

Negotiations with Solomon Islands took place between the end of 2003 and the beginning of 2004. The text of the EC/Solomon Islands Partnership Agreement on fishing off Solomon Islands was initialled in Brussels on 28 January 2004. 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.

This EC/Solomon Islands Agreement is the first to adopt a “partnership” approach, as proposed by the Commission in its Communication to the European Parliament and to the Council and approved by the Council in its conclusions of July 2004.

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 Solomon Islands 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 Solomon Islands 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 EC fishing possibilities, for the first year of application of the Protocol, 4 purse seine vessels and 10 surface long-liners are allowed to fish. Starting from the second year, the fishing possibilities may be increased at the request of the Community and depending on the management decisions of the Parties to the *Palau Arrangement* and/or other competent regional fishery bodies.

The global financial contribution was fixed at EUR 400.000 per year. Starting from the second year, for each additional purse seine vessel licence obtained the financial contribution may be increased by EUR 65.000/year. Solomon Islands decided to allocate 30% of the annual financial contribution towards the definition and implementation of a sectoral fisheries policy with a view to enhancing responsible fishing in its waters. This contribution shall be

managed in light of the objectives identified by mutual agreement between the EC and Solomon Islands.

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

EC ship-owners shall pay fishing fees of EUR 13.000 per purse seine vessel and EUR 3.000 for each long-liner vessel. Furthermore, EC ship-owners are required to embark at least one seaman per vessel and contribute towards the Observers' programme.

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 Central West Pacific Ocean. Furthermore, it will encourage the responsible and sustainable exploitation of the resources to the mutual benefit of the Community and Solomon Islands.

The Commission proposes on this basis that the Council adopt the conclusion of this new Fisheries Agreement between the EC and Solomon Islands by Regulation.

Proposal for a

COUNCIL REGULATION

**concerning the conclusion of the Partnership Agreement between
the European Community and Solomon Islands on fishing off Solomon Islands**

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 Solomon Islands have negotiated and initialled a Partnership Fisheries Agreement providing Community fishermen with fishing opportunities in the waters over which Solomon Islands has sovereignty or jurisdiction in respect of fisheries.
- (2) That Agreement provides for economic, financial, technical and scientific cooperation in the fisheries sector with a view to guaranteeing the conservation and sustainable exploitation of resources, as well as partnerships between undertakings aimed at developing in the common interest economic activities in the fisheries sector and related activities.
- (3) That Agreement should be approved.
- (4) The allocation of the fishing opportunities among the Member States should be defined,
- (5) The Member States whose vessels fish under this Agreement shall notify the Commission of the quantities of each stock caught within the Solomon Islands' fishing zone in accordance with Commission Regulation (EC) No 500/2001³.

¹ OJ C , , p. .

² OJ C , , p. .

³ OJ L 73, 15.3.2001, p. 8.

***PARTNERSHIP AGREEMENT
BETWEEN THE EUROPEAN COMMUNITY AND SOLOMON ISLANDS
ON FISHING OFF SOLOMON ISLANDS***

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

The Government of Solomon Islands, hereinafter referred to as "Solomon Islands";

Both collectively referred to as "the Parties";

CONSIDERING the close co-operation and cordial relations between the Community and Solomon Islands, particularly in the context of the Lomé and Cotonou Agreements, and their common desire to further maintain and develop these relations;

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

RACALLING THAT, in respect in particular of sea fishing, Solomon Islands exercises its sovereignty or jurisdiction over a zone extending up to 200 nautical miles from the baselines of its coasts;

HAVING REGARD TO the United Nations Convention on the Law of the Sea and to the United Nations Fish Stock Agreement;

AWARE OF the importance of the principles established by the Code of conduct for responsible fisheries adopted at the FAO Conference in 1995;

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 the principles and practices of international law and in due consideration to practices established at regional level;

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, consistent with policy and ensure synergy of effort;

DECIDED, to these ends, to establish a dialogue with a view to defining a sectoral fisheries policy in Solomon Islands and identifying the appropriate means of ensuring that this policy is effectively implemented and that economic operators and civil society are involved in the process;

DESIDEROUS OF establishing terms and conditions governing the fishing activities of Community vessels in the Solomon Islands fishing zone and Community support for the enhancement of responsible fishing in that fishing zone;

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 enhancing responsible fishing in the Solomon Islands fishing zone to guarantee the conservation and sustainable exploitation of fisheries resources, and developing the Solomon Islands fisheries sector
- the conditions governing access by Community fishing vessels to Solomon Islands fishing zone;
- the arrangements for policing fisheries in Solomon Islands fishing zone with a view to ensuring that the above rules and conditions are complied with;
- the measures for an effective conservation and management of fish stocks;
- the prevention of illegal, undeclared and unregulated fishing;
- 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 Department of Fisheries and Marine Resources of Solomon Islands or the Permanent Secretary of Fisheries of the Department 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 has sovereignty or jurisdiction in respect of fisheries, identified by Solomon’s national legislation as “Solomon Islands fishery limits”.
- d) “Community vessel” means a fishing vessel flying the flag of a Member State and registered in the Community;
- e) “Joint enterprise" means a commercial company set up in Solomon Islands by vessel 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 whose functions are described 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;
 - 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 trip” 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) “operator” means any person who is in charge of, or is responsible for the operation of, or directs or controls a fishing vessel, including the owner, charterer or master;
 - j) “transshipment” means the unloading of any or all of the fish on board a fishing vessel onto another fishing vessel either at sea or in port;

Article 3

Principles and objectives referred to the implementation of this Agreement

1. The Parties hereby undertake to promote responsible fishing in the Solomon Islands fishing zone based on the principle of non-discrimination between the different fleets fishing in the zone, without prejudice to agreements concluded between developing countries within a geographical region, including reciprocal fisheries agreements.
2. The Parties shall cooperate with a view to defining and implementing a sectoral fisheries policy in Solomon Islands fishing zone and shall to that end initiate a policy dialogue on the necessary reforms. They hereby undertake not to adopt measures in this area without first consulting each other.
3. The Parties shall also cooperate on 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.
5. The employment of Solomon Islands 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 monitor the state of resources in Solomon Islands' fishing zone; a joint scientific meeting shall be held when necessary to that end, alternately in the Community and in Solomon Islands.
2. Based on the conclusions of the scientific meeting and the best available scientific advice, the Parties shall consult each other within the Joint Committee provided for in Article 9 and, where necessary and by mutual agreement, take measures to ensure the sustainable management of fisheries resources.
3. The Parties shall consult each other, either directly 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 fisheries in Solomon Islands fishing zone

1. Solomon Islands hereby undertakes 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 Solomon Islands. Solomon Islands shall notify the Commission of any amendments to the said laws and regulations within six and one month respectively before they are applied.
3. Solomon Islands shall assume responsibility for the effective implementation of the fisheries monitoring provisions in the Protocol. Community vessels shall cooperate with the Solomon Islands authorities responsible for carrying out such monitoring. The steps taken by Solomon Islands to regulate fishing in the interest of the conservation of fishery resources shall be based on objective and scientific criteria. They shall apply without discrimination both to Community, Solomon Islands' and foreign vessels, without prejudice to agreements concluded between developing countries within a single geographical region, including reciprocal fisheries agreements.
4. The Community shall take all the appropriate steps required to ensure that its vessels comply with this Agreement and the legislation and regulations governing fisheries in the Solomon Islands fishing zone.

Article 6

Licences

1. The procedure for obtaining a fishing licence for a vessel, the fees applicable and the method of payment to be used by ship-owners shall be as set out in the Annex to the Protocol.

Article 7

Financial contribution

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

- a) Access by Community vessels to the Solomon Islands fishing zone, and
- b) The Community's financial support for enhancing responsible fishing and the sustainable exploitation of fisheries resources in Solomon Islands fishing zone.

The part of the financial contribution referred to in point (b) of paragraph 1 shall be determined and managed in the light of objectives identified by common accord between the Parties in accordance with the Protocol, to be achieved in the context of the sectoral fisheries policy in Solomon Islands and in accordance with an annual and multiannual programme for its implementation.

2. The financial contribution granted by the Community shall be paid each year in accordance with the Protocol and without prejudice to the provisions of this Agreement and its Protocol on any change of the amount of the contribution as a result of:
 - a) serious circumstances, other than natural phenomena, preventing fishing activities in Solomon Islands fishing zone (in accordance with Article 14 of the Agreement);
 - b) a reduction in the fishing opportunities granted to Community vessels, made by mutual agreement between the Parties 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 (in accordance with Article 4 of the Protocol);
 - 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 (in accordance with Articles 1 and 4 of the Protocol);
 - d) a reassessment of the terms of Community financial support for implementing a sectoral fisheries policy in Solomon Islands (in accordance with Article 5 of the Protocol), where this is warranted by the results of the annual and multiannual programming observed by both Parties;

- e) termination of this Agreement under Article 12.
- f) suspension of the implementation of this Agreement under Article 13.

Article 8

Promoting cooperation among economic operators and in civil society

1. The Parties shall encourage economic, commercial, scientific and technical cooperation in the fisheries sector and related sectors. They shall consult one another with a view to coordinating the different measures that might be taken to this end.
2. The Parties shall encourage exchanges of information on fishing techniques and gear, preservation methods and the industrial processing of fisheries products.
3. The Parties shall endeavour to create conditions favourable to the promotion of relations between enterprises from the Parties 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. The creation of joint enterprises in Solomon Islands and the transfer of Community vessels to joint enterprises shall systematically comply with Solomon Islands and Community legislation.

Article 9

Joint Committee

1. A Joint Committee shall be set up to monitor the implementation of this Agreement. The Joint Committee shall perform the following functions:
 - a) monitoring the performance, interpretation and implementation of the Agreement and, in particular, the definition of the annual and multiannual programming referred to in Article 5(2) of the Protocol and evaluation of its implementation;
 - b) providing the necessary liaison for matters of mutual interest relating to fisheries;
 - c) acting as a forum for the amicable settlement of any disputes regarding the interpretation or implementation of the Agreement;
 - d) reassessing, where necessary, the level of fishing opportunities and, consequently, of the financial contribution. Consultations shall be based on the principles set out under Articles 1, 2, and 3 of the Protocol;
 - e) any other function which the Parties decide on by mutual agreement.

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

Article 10

Geographical area to which the Agreement applies

1. 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 automatically renewable for additional periods of three years, unless notice of termination is given in accordance with Article 12.

Article 12

Termination

1. This Agreement may be terminated by either Party in the event of serious circumstances such as the degradation of the stocks concerned, the discovery of a reduced level of exploitation of the fishing opportunities granted 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 of its intention to withdraw from the Agreement in writing 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 the previous paragraph 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*.
5. Before the end of the period of validity of any Protocol to this Agreement, the parties shall hold negotiations to establish by agreement what amendments or additions to the Protocol and the Annex are required.

Article 13

Suspension and review of the payment of the financial contribution

1. Implementation of this Agreement may be suspended at the initiative of one of the Parties in the event of a serious disagreement as to the implementation of provisions laid down in the Agreement or its Protocol and Annex. Such suspension shall require the Party concerned 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

Suspension on grounds of force majeure

1. Where serious 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 of the Protocol, following consultations between the two parties where possible, and provided that the Community has paid in full any amounts due at the time of suspension.
2. 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 that the situation allows a resumption of fishing activities. This payment should be done within a time limit of two months upon confirmation from both parties.
3. The validity of the licences granted to Community vessels under Article 6 of the Agreement and 1 of the Protocol shall be extended by a period equal to the period during which fishing activities were suspended.

Article 15

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

Article 16

1. This Agreement, drawn up in duplicate in the Danish, Dutch, English, Finnish, French, German, Greek, Italian, Portuguese, Spanish and Swedish languages, each of these texts being equally authentic, shall enter into force on the date on which the Parties notify each other that their adoption procedures have been completed.

PROTOCOL

SETTING OUT THE FISHING OPPORTUNITIES AND PAYMENTS PROVIDED FOR IN THE PARTNERSHIP AGREEMENT BETWEEN THE EUROPEAN COMMUNITY AND SOLOMON ISLANDS ON FISHING OFF SOLOMON ISLANDS

Article 1

Period of application and fishing possibilities

1. Solomon Islands shall grant annual fishing licences to Community tuna fishing vessels pursuant to Article 6 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 three years from the date of entry into force of this Protocol the fishing opportunities foreseen under Article 5 of the Agreement shall be as follows:

Annual licences to fish simultaneously within Solomon Islands fishing zone shall be granted to 4 purse seine vessels and 10 long-liners.
3. Starting from the second year of application of the Protocol and without prejudice to Articles 9(d) of the Agreement and 4 of the Protocol, at the request of the Community, the number of fishing licences for purse seine vessels granted in Article 1(2) of the Protocol may be increased, if resources permit and in accordance with the Palau Arrangement yearly limitations and 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.
4. Paragraphs 1, 2 and 3 shall apply subject to Articles 4, 6 and 7 of this Protocol.

Article 2

Financial contribution - Methods of payment

1. The single financial contribution referred to in Article 7 of the Agreement shall be EUR 400.000 per year.
2. Paragraph 1 shall apply subject to Articles 4 of this Protocol and to articles 13 and 14 of the Agreement.
3. If the total quantity of tuna catches per year by Community vessels in the Solomon Islands fishing zone exceeds 6.000 tons, the total annual financial contribution 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 the triple of the amount of the financial contribution referred to in paragraph 1.
4. For each additional purse seine licence granted by Solomon Islands pursuant to Article 1.3., the Community shall increase the financial contribution referred to in Article 2(1) of this Protocol by EUR 65.000 per year.

5. Payment shall be made no later than May 1st for the first year and no later than the anniversary date of the Protocol for the following years.
6. Subject to Article 5, Solomon Islands shall have full discretion regarding the use to which this financial contribution is put.
7. The financial contribution shall be paid into the Government Revenue Account opened with a financial institution specified by Solomon Islands. This account is the Solomon Islands Government Revenue Account No. 0260-002 with the Central Bank of Solomon Islands, Honiara. The annual financial contribution to be paid by the Community in exchange for the granting of additional annual licences pursuant to Articles 1(3) and 2(4) shall be paid into the account.

Article 3

Cooperation on responsible fishing

1. Both parties hereby undertake to promote responsible fishing in the Solomon Islands fishing zone based 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 monitor the state and sustainability of resources in the Solomon Islands fishing zone.
3. Based on the conclusions of the annual meeting of the members to the “Palau Arrangement” and on the yearly assessment of stocks done by the Secretariat of the Pacific Community, the two parties shall consult each other within the Joint Committee provided for in Article 9 of the Agreement and, where necessary and by mutual agreement, take measures to ensure the sustainable management of fisheries resources.

Article 4

Review of fishing opportunities

1. The fishing opportunities referred to in Article 1 may be increased by mutual agreement insofar as 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 measures resulting in a reduction in the fishing opportunities provided for in Article 1, the financial contribution shall be reduced proportionally and *pro rata temporis*.
3. The allocation of the fishing opportunities among different categories of vessels may also be reviewed by mutual agreement between the parties, provided that any changes comply with any recommendations made by the scientific meeting regarding the management of stocks liable to be affected by such redistribution. The parties

shall agree on the corresponding adjustment of the financial contribution where the redistribution of fishing opportunities so warrants.

Article 5

Support for enhancing responsible fishing in Solomon Islands waters

1. Solomon Islands shall define and implement a sectoral fisheries policy in Solomon Islands with a view to enhancing responsible fishing in its waters. A share of 30 % of the single financial contribution referred to in Article 2(1) of this Protocol shall be put towards these objectives. This contribution shall be managed in the light of objectives identified by mutual agreement between the two parties, and the annual and multiannual programming to attain them.
2. For the purposes of paragraph 1, 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;
 - (b) the objectives, both annual and multiannual, to be achieved with a view to introducing, over time, 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 enhancement of responsible fishing and sustainable fisheries;
 - (c) criteria and procedures for evaluating the results obtained each year.
3. Any proposed amendments to the multiannual sectoral programme must be approved by both parties within the Joint Committee.
4. Each year, Solomon Islands shall allocate the percentage of the single financial contribution referred to in paragraph 1 with a view to implementing the multiannual programme. For the first year of application of the Protocol, that allocation must be notified to the Community at the time when 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.
5. The share of the single financial contribution (30%) provided for in paragraph (1) shall be jointly controlled by the Department of Fisheries and Marine Resources and the Department of Finance and Treasury.
6. Where the annual evaluation of the progress made in implementing the multiannual sectoral programme so warrants, the European Community may ask for the share of the single financial contribution referred to in Article 5(1) of this Protocol to be reduced with a view to bringing the actual amount of financial resources allocated to implementation of the programme into line with its results.

Article 6
Disputes - Suspension of implementation of the Protocol

1. Any dispute between the parties over the interpretation of this Protocol or its application shall be the 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 7, implementation of the Protocol may be suspended at the initiative of one party if the dispute between the parties is deemed to be serious and if the consultations held within the Joint Committee under paragraph 1 have not resulted in an amicable settlement.
3. Suspension of implementation 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. Where such settlement is reached, implementation 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 7
Suspension of implementation of the Protocol on grounds of non-payment

1. Subject to Article 9 of the Agreement, if the Community fails to make the payments provided for in Article 2 of the Protocol, the implementation of this Protocol may be suspended on the following terms:
 - (a) The competent authorities of Solomon Islands shall notify the European Commission of the non-payment. The latter shall make the necessary verifications and, where necessary, transmit the payment within no more than 45 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 point (a) above, Solomon Islands shall be entitled to suspend the implementation of the Protocol. They shall inform the European Commission of such action forthwith.
 - (c) Implementation of the Protocol shall resume as soon as the payment concerned has been made.

Article 8
National law and Regulations

1. The activities of vessels operating under this Protocol and the Annexes thereto, in particular transshipment, the use of port services and the purchase of supplies shall be governed by the applicable national laws and regulations in Solomon Islands.

Article 9
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 not before 01 January 2005.

EUROPEAN COMMUNITY/SOLOMON ISLANDS
FISHERIES PARTNERSHIP AGREEMENT

ANNEX

**CONDITIONS GOVERNING FISHING ACTIVITIES BY COMMUNITY VESSELS IN
SOLOMON ISLAND'S FISHING ZONE**

CHAPTER I

APPLICATION FORMALITIES AND ISSUE OF LICENCES

Section 1
Issue of licences

1. Only eligible vessels may obtain a licence to fish in the Solomon Islands fishing zone.
2. For a vessel to be eligible, neither the owner, nor the master nor the vessel itself must be prohibited from fishing in Solomon Islands. They must be in order with the Government insofar as they must have fulfilled all prior obligations arising from their fishing activities in Solomon Islands under the fisheries agreement concluded with the Community.
3. All Community vessels applying for a fishing licence must be represented by an agent resident in Solomon Islands. The name and address of that agent shall be stated in the licence application.
4. The relevant Community authorities shall present to the Permanent Secretary of the Department of Fisheries and Marine Resources of Solomon Islands (hereinafter "the Permanent Secretary"), via the Delegation of the European Commission responsible for Solomon Islands (hereinafter "the Delegation of the Commission" or "the Delegation"), an application for each vessel wishing to fish under the Agreement at least 15 days before the beginning of the requested term of validity.
5. Applications shall be submitted to the Permanent Secretary on a form drawn up in accordance with the specimen in Appendix I.
6. All licence applications shall be accompanied by the following documents:
 - proof of payment of the fee for the period of validity of the licence;
 - a copy of the tonnage certificate, certified by the flag Member State, giving the tonnage of the vessel expressed in GRT;
 - a recent, certified colour photograph, of at least 15 cm x 10 cm, showing a side view of the vessel in its current state;
 - any other documents or certificates required under the specific rules applicable to the type of vessel concerned pursuant to this Protocol.

7. 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).
8. The fees shall include all national and local charges except for port taxes, service charges and transshipment fees.
9. Licences for all vessels shall be issued to shipowners or their agents via the Delegation of the Commission within 15 working days of receipt of all the documents referred to in point 6 by the Permanent Secretary.
10. If a licence is signed at a time when the European Commission Delegation offices are closed, it shall be sent direct to the vessel's agent -and a copy shall be sent to the Delegation.
11. Licences shall be issued for a specific vessel and shall not be transferable.
12. At the request of the European Community and where *force majeure* is proven, a vessel's licence shall be replaced by a new licence for another vessel whose features are similar to those of the first vessel, with no further fee due. If the gross registered tonnage (GRT) of the replacement vessel is above that of the vessel to be replaced, the difference in fee shall be paid *pro rata temporis*. The total catch by both vessels concerned will be taken into account when the level of catches by Community vessels is taken into consideration to determine if any additional payments are to be made by the Community according to Article 2(3) of the Protocol.
13. The owner of the first vessel, or the agent, shall return the cancelled licence to the Permanent Secretary, via the European Commission Delegation.
14. The new licence shall take effect on the day that the vessel's owner returns the cancelled licence to the Permanent Secretary. The European Commission Delegation in Solomon Islands shall be informed of the licence transfer.
15. The licence must be kept on board at all times, without prejudice to point 2 of Chapter VII of this Annex.

Section 2
Licence conditions – fees and advance payments

1. Licences shall be valid for one year. They may be renewable. Renewal of Licences shall be subject to the number of available fishing possibilities established by the Protocol.
2. The fee shall be EUR 35 per tonne caught within the Solomon Islands fishing zone.
3. Licences 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 vessel, equivalent to the fees due for 371 tonnes of tuna and tuna-like species caught per year;

- EUR 3000 per surface long-liner, equivalent to the fees due for 80 tonnes of tuna and tuna-like species caught per year;
- 4. The final statement of the fees due for the fishing year shall be drawn up by the Commission of the European Communities by June 30th each year for the amounts caught during the year before and on the basis of the catch declarations made by each ship-owner. The data should be confirmed by the scientific institutes responsible for verifying catch data of the Community (Institut de Recherche pour le Development (IRD), the Instituto Español de Oceanografía (IEO) or the Instituto Portugues de Investigação Maritima (IPIMAR) and by the Secretariat of the Pacific Community (SPC). On the basis of those confirmed statement of catches figures the Commission shall establish a statement of the fees due in respect of each licence period, calculated on the basis of EUR 35 per ton caught.
- 5. The fee statement drawn up by the Commission shall be transmitted to the Permanent Secretary for verification and approval.

The Solomon Islands authorities may question the fee statement within 30 days from the invoice of the statement and, in case of disagreement, request the call of the Joint Committee.

If no objections are raised within 30 days from the invoice of the statement, the fee statement is considered to be accepted by Solomon Islands.

- 6. The final fee statement shall simultaneously be notified without delay to the Permanent Secretary, to the Delegation of the European Commission, to the Secretariat of the Pacific Community (SPC) and to the ship-owners via their national administrations.
- 7. Any additional payments shall be made by the shipowners to the competent Solomon Islands authorities within forty-five (45) days from notification of the confirmed final statement into Solomon Islands Government Revenue Account No. 0260-002 with the Central Bank of Solomon Islands, Honiara.
- 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 voyage by a Community vessel shall be defined as follows:
 - either the period elapsing between entering and leaving Solomon Islands fishing zone;
 - or the period elapsing between entering Solomon Islands fishing zone and a transshipment;
 - or the period elapsing between entering Solomon Islands fishing zone and a landing in Solomon Islands.
2. All vessels authorised to fish in Solomon Islands' waters under the Agreement shall be obliged to communicate their catches to the Permanent Secretary in the following manner:
 - 2.1 Declarations shall include the catches made by the vessel during each trip. They shall be transmitted to the Permanent Secretary by electronic means, with a copy to the European Commission, at the end of each trip and, in all cases, before the vessel leaves Solomon Islands fishing zone. Electronic receipts shall be sent at once to the vessel by both addressees, with a copy to the other.
 - 2.2 The original of the declarations sent electronically during the annual period of validity of the licence within the meaning of point 2.1 above shall be transmitted on a physical medium to the Permanent Secretary within forty-five (45) days following the end of the last trip made during the said period. Hard copies shall be sent to the European Community at the same time.
 - 2.3 Vessels shall declare their catches on the corresponding form in the log-book, in accordance with the specimen in Appendix 2. The words "Outside Solomon Islands' EEZ" shall be entered in the abovementioned log-book in respect of periods during which the vessel is not in Solomon Islands' waters.
 - 2.4 The forms shall be filled in legibly and signed by the master of the ship.
3. Where the provisions set out in this Chapter are not complied with, Solomon Islands reserves the right to suspend the licence of the offending vessel until formalities have been completed and to apply the penalty laid down in applicable Solomon Islands legislation. The European Commission shall be informed thereof.

CHAPTER IV

EMBARKING SEAMEN

1. Each European Community vessel fishing under the Agreement shall undertake to employ at least one (1) Solomon Islands' national as a crew-member. Condition of service for Solomon Islands nationals should be as standard for the industry in Solomon Islands.
2. In case a European Community vessel is not in the condition to employ one (1) Solomon Islands national as a crew-member, 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 Solomon Islands' fishing zone.
3. The sum referred to above shall be paid into Government Revenue Account No. 0260-002 with the Central Bank of Solomon Islands, Honiara.
4. Ship-owners 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 ship-owner 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 European 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. Solomon Islands seamen's employment contracts, a copy of which shall be given to the signatories, shall be drawn up between the shipowners' agent(s) and the seamen and/or their trade unions or representatives in consultation with the Permanent Secretary. These contracts shall guarantee the seamen the social security cover applicable to them, including life assurance and sickness and accident insurance.
8. Solomon Islands seamen's wages shall be paid by the shipowners. They shall be fixed, before licences are issued, by mutual agreement between the shipowners or their agents and the Permanent Secretary. However, the wage conditions granted to Solomon Islands seamen shall not be lower than those applied to Solomon Islands crews and shall under no circumstances be below ILO standards.
9. All seamen employed aboard Community vessels shall report to the master of the vessel designated on the day before their proposed embarkation date. Where a seaman fails to report at the date and time agreed for embarkation, shipowners shall be automatically absolved of their obligation to take the seaman on board.
10. Where no Solomon Islands seamen are taken on board for reasons other than that referred to in the previous point, shipowners shall be obliged to pay as soon as possible a flat-rate amount (for the fishing year) equivalent to the wages of the seamen not taken on board.

11. That sum shall be used for the training of seamen/fishermen in Solomon Islands and shall be paid into Government Revenue Account No. 0260-002 with the Central Bank of Solomon Islands, Honiara.

CHAPTER V

TECHNICAL SPECIFICATIONS

1. Vessels shall comply with the measures and recommendations adopted by the Secretariat of the Pacific Community and by the members to the “Palau Arrangement” 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 license application, each Community vessel concerned shall contribute EUR 400 into Government Revenue Account No. 0260-002 with the National Bank of Solomon Islands, Honiara, specifically for the observer’s programme.
2. Vessels authorised to fish in Solomon Islands waters under the Agreement shall take on board observers appointed by Solomon Islands on the terms set out below:
 - 2.1 The Permanent Secretary shall determine each year the scope of the programme for observation on board on the basis of the number of vessels authorised to fish in the waters under its jurisdiction and the state of the resources targeted by those vessels. It shall determine accordingly the number or percentage of vessels by category of fishery which shall be required to take an observer on board.
 - 2.2 The Permanent Secretary shall draw up a list of vessels designated to take an observer on board and a list of 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 The Permanent Secretary shall inform the shipowners concerned, or their agents, of his intentions to take on board an appointed observer on their vessels at the time the licence is issued, or no later than fifteen (15) days before the observer’s planned embarkation date and whose name shall be notified as soon as possible.
3. The time spent on board by observers shall be fixed by the Permanent Secretary but, as a general rule, it should not exceed the time required to carry out their duties. The Permanent Secretary shall inform the ship-owners or their agents thereof when notifying them of the name of the observer appointed to be taken on board the vessel concerned.
4. The conditions under which observers are taken on board shall be agreed between shipowners or their agents and the Permanent Secretary.

5. Within two weeks and giving ten days' notice, the shipowners concerned shall make known at which Solomon Islands ports and on what dates they intend to take observers on board.
6. Where observers are taken on board in a foreign port, their travel costs shall be borne by the shipowner. Should a vessel with an observer from Solomon Islands on board leave the Solomon Islands fishing zone, all measures must be taken to ensure the observer's return to Solomon Islands as soon as possible at the expense of the shipowner.
7. If the observer is not present at the time and place agreed and during the six (6) hours following the time agreed, ship-owners shall be automatically absolved of their obligation to take the observer on board.
8. Observers shall be treated as officers. They shall carry out the following tasks:
 - 8.1 observe the fishing activities of the vessels;
 - 8.2 verify the position of vessels engaged in fishing operations;
 - 8.3 perform biological sampling in the context of scientific programmes;
 - 8.4 note the fishing gear used;
 - 8.5 verify the catch data for Solomon Islands' zone recorded in the logbook;
 - 8.6 verify the percentages of by-catches and estimate the quantity of discards of species of marketable fin-fish, crustaceans, cephalopods and marine mammals;
 - 8.7 report fishing data once a week by radio, including the quantity of catches and by-catches on board.
9. Masters shall do everything in their power to ensure the physical safety and welfare of observers during performance of their duties.
10. Similarly, as far as possible, they shall be offered every facility needed to carry out their duties. The master 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 as observer.
11. While on board, observers shall:
 - 11.1 take all appropriate steps to ensure that the conditions of their boarding and presence on the vessel neither interrupt nor hamper fishing operations,
 - 11.2 respect the material and equipment on board and the confidentiality of all documents belonging to the said vessel.
12. At the end of the observation period and before leaving the vessel, observers shall draw up an activity report to be transmitted to the Permanent Secretary, with a copy

to the Delegation of the European Commission. They shall sign it in the presence of the master, who may add or cause to be added to it any observations considered relevant, followed by the master's signature. A copy of the report shall be handed to the master when the observer is put ashore.

13. Ship-owners shall bear the cost of accommodating observers in the same conditions as the officers on the vessel.
14. The salary and social contributions of the observer shall be borne by the Solomon Islands Government.

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 vessel operator 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 vessel operator 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

1. 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:

LStop immediately

SQ3Stop or slow down, I wish to board your vessel

QNLay your vessel along the star board side of our vessel

QN1Lay your vessel along the port side of our vessel

TD2Are you a fishing vessel?

CYes

NNo

QRWe cannot lay our vessel alongside your vessel

QPWe will lay our vessel alongside your vessel

CHAPTER IX

MONITORING

1. The European Community shall keep an up-to-date list of the vessels to which a fishing licence has been issued under this Protocol. This list shall be notified to the Solomon Islands authorities responsible for fisheries inspection as soon as it is drawn up and each time it is updated.
2. Community vessels may be included on the list referred to in the previous point upon receipt of notification of the advance payment referred to in point 3 of Section 2 of Chapter I of this Annex. The shipowner may then obtain a certified copy of this list to be kept on board instead of the fishing licence until the licence has been issued.
3. Entering and leaving the zone:
 - 3.1 Community vessels shall notify the Permanent Secretary at least 24 hours in advance of their intention to enter or leave the Solomon Islands fishing zone. As soon as the vessels enter the Solomon Islands' fishing zone, they shall inform the Permanent Secretary by fax, e-mail or radio.
 - 3.2 When notifying leaving, vessels shall also communicate their position and the volume and species in catches kept on board. These communications shall be made preferably by fax, but failing this, in the case of vessels without a fax, by e-mail or by radio.
 - 3.3 Vessels found to be fishing without having informed the Permanent Secretary shall be regarded as vessels without a licence.
 - 3.4 Vessels shall also be informed of the fax and telephone numbers and e-mail address when the fishing licence is issued.
4. Control procedures.
 - 4.1 Masters of Community fishing vessels engaged in fishing activities in the fishing zone of Solomon Islands 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.
 - 4.2 These officials shall not remain on board for longer than is necessary for the discharge of their duties.
 - 4.3 Once the inspection has been completed, a certificate shall be issued to the master of the vessel.

5. Arrest of fishing vessels.
 - 5.1 The Permanent Secretary shall inform the Delegation of the European Commission, within 48 hours, of all arrests and penalties imposed on Community vessels in the Solomon Islands fishing zone.
 - 5.2 The Delegation of the European Commission shall at the same time receive a brief report of the circumstances and reasons leading to the arrest.
6. Statement of arrest.
 - 6.1 After the inspection officer has drawn up a statement, the master of the vessel shall sign it.
 - 6.2 This signature shall not prejudice the rights of the master or any defence which he may make to the alleged infringement.
 - 6.3 The master shall take the vessel to a port designated by the inspection officer. In the case of minor infringements, the Permanent Secretary may authorise the boarded vessel to continue its fishing activities.
7. Consultation meeting in the event of arrest.
 - 7.1 Before any measures regarding the master 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 Delegation of the European Commission and the Permanent Secretary, possibly attended by a representative of the Member State concerned.
 - 7.2 At the meeting, the Parties shall exchange any relevant documentation or information helping to clarify the circumstances of the established facts. The shipowner or its agent shall be informed of the outcome of the meeting and of any measures resulting from the arrest.
8. Settlement of arrest.
 - 8.1 Before any judicial procedure, an attempt shall be made to resolve the presumed infringement through a compromise procedure. This procedure shall end no later than four (4) working days after the arrest.
 - 8.2 In the event of an amicable settlement, the amount of the fine shall be determined in accordance with Solomon Islands legislation.
 - 8.3 If the case cannot be settled by amicable procedure and has to be brought before a competent judicial body, a bank security set to take account of the arrest 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.
 - 8.4 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 Permanent Secretary, Ministry of Finance.

- 8.5 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 8.3 has been lodged and accepted by the Permanent Secretary, pending completion of the legal proceedings.
9. Transhipment.
- 9.1 Community vessels wishing to tranship catches in Solomon Islands waters shall do so within Solomon Islands designated ports.
- 9.2 The owners of such vessels must notify the following information to the Permanent Secretary at least 48 hours in advance:
- the names of the transshipping fishing vessels,
 - the names of the cargo vessels,
 - the tonnage by species to be transhipped,
 - the day of transhipment.
- 9.3 Transhipment shall be considered as an exit from Solomon Islands' fishing zone. Vessels must therefore submit their catch declarations to the Permanent Secretary and state whether they intend to continue fishing or leave the Solomon Islands fishing zone.
- 9.4 Any transhipment of catches not covered above shall be prohibited in the Solomon Islands fishing zone. Any person infringing this provision shall be liable to the penalties under the by Solomon Islands laws.
10. Masters of Community fishing vessels engaged in landing or transhipment operations in a Solomon Islands port shall allow and facilitate the inspection of such operations by Solomon Islands inspectors. Once the inspection has been completed, a certificate shall be issued to the master of the vessel.

APPENDICES

1. Licence Application Form.
2. Logbook.

**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 <input type="checkbox"/>	Fish Carrier/Reefer <input type="checkbox"/>	Search Boat <input type="checkbox"/>
Longliner <input type="checkbox"/>	Bunker <input type="checkbox"/>	Other <input type="checkbox"/> _____
Pole and Liner <input type="checkbox"/>	Group Purse Seiner <input type="checkbox"/>	Specify _____

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	<input type="checkbox"/>	_____
6-months	<input type="checkbox"/>	_____
3-months	<input type="checkbox"/>	_____
Other (Specify):	<input type="checkbox"/>	_____

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 <input type="checkbox"/>	_____	_____
Brine (CaCl) CB <input type="checkbox"/>	_____	_____
Air (Blast) BF <input type="checkbox"/>	_____	_____
Air (Coils) RC <input type="checkbox"/>	_____	_____
If other, specify _____	_____	_____

Storage Capacity (more than one, if appropriate):

Method	Capacity Cubic meters	Temperature (c)
Ice IC <input type="checkbox"/>	_____	_____
Refrigerated Sea Water RW <input type="checkbox"/>	_____	_____
Brine (NaCl) BR <input type="checkbox"/>	_____	_____
Brine (CaCl) CB <input type="checkbox"/>	_____	_____
Air (Coils) RC <input type="checkbox"/>	_____	_____
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 Capacity
(x where appropriate) (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: _____

Address: _____

Signature _____

Phone: _____

Fax: _____

Email: _____

Date _____

3 TRANSIT	6 LIVE WHALE	DATE		DESTINATION					
4 NO FISHING – BREAKDOWN	7 LIVE WHALE SHARK								
5 NO FISHING – BAD WEATHER	8 OTHER								
6 IN PORT – PLEASE SPECIFY	TUNA DISCARD CODES								
7 NET CLEANING SET	1 FISH TOO SMALL								
	2 FISH DAMAGED								
	3 VESSEL FULLY LOADED	NAME OF CAPTAIN			SIGNATURE OF CAPTAIN			DATE	
	4 OTHER REASON								

See reverse side for instructions

LEGISLATIVE FINANCIAL STATEMENT

1. NAME OF THE PROPOSAL:

Proposal for a Council Regulation on the conclusion of the Partnership Agreement between the European Community and Solomon Islands on fishing off Solomon Islands

2. ABM / ABB FRAMEWORK

11. Fisheries

1103. International Fisheries Agreements

3. BUDGET LINES

3.1 Budget lines (operational lines and related technical and administrative assistance lines (ex- B..A lines)) including headings :

110301: "International Fisheries Agreements"

11010404: "International Fisheries Agreements, administrative expenditure".

3.2 *Duration of the action and of the financial impact:*

The Agreement has been concluded for an initial period of 3 years, automatically renewable until denunciation by 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 3 years starting from entry into force.

3.3 *Budgetary characteristics (add rows if necessary) :*

Budget line	Type of expenditure		New	EFTA contribution	Contributions from applicant countries	Heading in financial perspective
11.0301	Comp	Diff ⁴ /	NO	NO	NO	No 4
11.010404	Comp	Non-diff ⁵	NO	NO	NO	No 4

⁴ Differentiated appropriations.

⁵ Non-differentiated appropriations hereafter referred to as NDA.

4. SUMMARY OF RESOURCES

4.1 Financial Resources

4.1.1 Summary of commitment appropriations (CA) and payment appropriations (PA)

EUR million (to 3 decimal places)

Expenditure type	Section no.		Min. Max.	Year n	n + 1	n + 2	n + 3	n + 4 and later	Total
------------------	-------------	--	--------------	-----------	-------	-------	-------	-----------------------	-------

Operational expenditure⁶

Commitment Appropriations (CA) ⁷	8.1	a	Min.	0.400	0.400	0.400	--	--	1.200
			Max.	1.200	1.330	1.330			3.860
Payment Appropriations (PA)		b	Min.	0.400	0.400	0.400	--	--	1.200
			Max.	1.200	1.330	1.330			3.860

Administrative expenditure within reference amount⁸

Technical & administrative assistance (NDA)	8.2.4	c		--	--	0.040	--	--	0.040
---	-------	---	--	----	----	-------	----	----	-------

TOTAL REFERENCE AMOUNT

Commitment Appropriations		a+c	Min.	0.400	0.400	0.440	--	--	1.240
			Max.	1.200	1.330	1.370			3.900
Payment Appropriations		b+c	Min.	0.400	0.400	0.440	--	--	1.240
			Max.	1.200	1.330	1.370			3.900

Administrative expenditure not included in reference amount⁹

Human resources and associated expenditure (NDA)	8.2.5	d		0.065	0.065	0.065	--	--	0.195
Administrative costs, other than human resources and associated costs, not included in reference amount (NDA)	8.2.6	e		0.012	0.012	0.012	--	--	0.036

⁶ Expenditure that does not fall under Chapter 11 01 01 of the Title 11 concerned.

⁷ The financial compensation for tuna fishing is € 400.000 per year and covers a volume of 6 000 tons of catches. If the volume of annual catches exceeds that quantity, the amount of financial compensation is increased proportionately at the rate of € 65/ton, but it may not exceed € 1 200 000 per year. Starting from year 2, these amounts could be increased by € 65 000 for each additional purse seine vessel (see Art. 1.3 and Art. 2.3 of the Protocol). It may be estimated that, overall, the increase of fishing possibilities for purse seine vessels is limited to a maximum of 2 units.

⁸ Expenditure within article 11 01 04 of Title 11.

⁹ Expenditure within chapter 11 01 other than articles 11 01 04.

Total indicative financial cost of intervention

TOTAL CA including cost of Human Resources	a+c	Min.	0.477	0.477	0.517	--	--	1.471
	+d+e	Max.	1.277	1.407	1.447			4.131
TOTAL PA including cost of Human Resources	b+c	Min.	0.477	0.477	0.517	--	--	1.471
	+d+e	Max.	1.277	1.407	1.447			4.131

Co-financing details

EUR million (to 3 decimal places)

Co-financing body		Min. Max	Year n	n + 1	n + 2	n + 3	n + 4 and later	Total
.....	f							
TOTAL CA including co-financing	a+c +d +e+ f							

4.1.2 Compatibility with Financial Programming

- Proposal is compatible with existing financial programming.
- Proposal will entail reprogramming of the relevant heading in the financial perspective.
- Proposal may require application of the provisions of the Interinstitutional Agreement¹⁰ (i.e. flexibility instrument or revision of the financial perspective).

4.1.3 Financial impact on Revenue

- Proposal has no financial implications on revenue
- Proposal has financial impact – the effect on revenue is as follows:

NB: All details and observations relating to the method of calculating the effect on revenue should be shown in a separate annex.

EUR million (to one decimal place)

Budget line	Revenue	Prior to action [Year n-1]	Situation following action					
			[Year n]	[n+1]	[n+2]	[n+3]	[n+4]	[n+5] ¹¹
	a) Revenue in absolute terms							

¹⁰ See points 19 and 24 of the Interinstitutional agreement.

¹¹ Additional columns should be added if necessary i.e. if the duration of the action exceeds 6 years

	b) Change in revenue	Δ					
--	----------------------	---	--	--	--	--	--

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

4.2 Human Resources FTE (including officials, temporary and external staff) – see detail under point 8.2.1.

Annual requirements	Year n	n + 1	n + 2	n + 3	n + 4	n + 5 and later
Total number of human resources	0.6	0.6	0.6			

5. CHARACTERISTICS AND OBJECTIVES

Details of the context of the proposal are required in the Explanatory Memorandum. This section of the Legislative Financial Statement should include the following specific complementary information:

5.1 Need to be met in the short or long term

The need of this new bilateral fishery Agreement lies in the necessity to allow Community vessels to obtain fishing rights for purse seine vessels and surface long-liners in the Solomon Islands’ fishing zone, exclusively for tuna and tuna-like species.

Further to the entry into force of the EC/Kiribati Fishery Agreement in September 2003, this new Agreement extends and consolidates the fishing possibilities of the EC industrial tuna fleet in Central West Pacific. The idea of a network of tuna Agreements is essential for the consolidation of a fishery that, for its own nature, depends on the seasonal migration of the stocks concerned. In this context, it must be indicated that, in parallel to the new Solomon Agreement, the Commission has concluded, still in the Pacific area, another tuna agreement with the Federated States of Micronesia (FSM) which is currently the object of a separate adoption procedure.

As the presence of EC tuna vessels in the region is recent and relatively modest in number, the Agreements negotiated with the Solomon Islands will permit to consolidate the presence of the EC fleet in Central West Pacific and open serious perspectives for the development of the European tuna fishing industry in the Pacific, which is the most important tuna fishing zone in the world.

The access of EC tuna vessels to the Central West Pacific, in the full respect of regional and multilateral provisions for the conservation and sound management of the local fishery resources, is a key element for the long-term preservation of the world leadership position of the EC tuna fishing industry.

Furthermore, the financial contribution paid by the Community, in conjunction with the licence fees paid by ship-owners, constitutes an important source of revenues for the Solomon Government.

In addition, the Agreement is going to generate an economic impact on the Solomon's fishery sector, mainly through the implementation of the partnership approach, and, more generally, on the economic development of the country at large.

5.2 *Value-added of Community involvement and coherence of the proposal with other financial instruments and possible synergy*

Fisheries agreements were concluded by the Community following changes to the Law of the Sea in the seventies. Member States agreed, in a Council Resolution of 3 November 1976, to transfer their competence in this domain to the Community and therefore fisheries agreement fall completely under the Community exclusive competence.

As stated in its Communication on the CFP reform¹² and in the Communication on Fisheries Partnerships Agreements, it essential that an improved policy concerning the fisheries agreements is established together with all partners, private and public, within the Community. This is a major step to reconfirm the commitment of the Community to contribute to the sustainable development of fishing activities at the international level.

This position was endorsed in 2003 by the European Parliament and in 2004 by the Council of Ministers.

The Community is therefore proposing to establish a new type of fisheries agreements (Fisheries Partnership Agreements) in order to strengthen co-operation and to ensure the implementation of a sustainable fisheries policy and a rational and responsible exploitation of the resources in the mutual interest of the Parties concerned. In order to allow the European long distant waters fishing fleet to consolidate its role the sustainable exploitation of global fishing stocks must be ensured.

As far as the proposed fisheries partnership agreement with Solomon Islands is concerned, the Community considers that such an agreement is the only solution:

- to promote sustainable fisheries activities and provide a binding framework for all concerned parties, i.e. the Community, its Member states, the European operators and the third country to attain this objective and,
- to protect and develop European fishing activities within these waters and to enhance their political and socio-economic impact both in Europe and in the Solomon Islands.

¹² COM(2002) 181 final of 28 May2002.

Furthermore, in order to reinforce the notion of a binding framework for all concerned parties, the Agreement contains an “exclusivity clause” that does not allow EC fishing vessels to fish in Solomon’s waters outside the Agreement’s legal framework.

During the whole process of negotiation, the Commission took account of the situation in Solomon Islands and the agreement will be implemented by both parties taking duly account of the development and environmental objectives of Solomon Islands.

5.3 *Objectives, expected results and related indicators of the proposal in the context of the ABM framework*

The negotiation and conclusion of fishery agreements with third countries responds to the general objective to maintain and safeguard traditional fishing activities of the EC fleet, including long distance fishing, and to develop partnership relations in view of enhancing sustainable exploitation of fisheries resources outside Community waters, while taking account broader environmental, economic and social concerns.

The objective of the EC/Solomon Islands Agreement is to guarantee the access of 4 purse seine vessels and 10 surface long-liners to the Solomon Islands fishing zone for fishing exclusively tuna and tuna-like species. In conjunction with this objective, the Agreement aims at enhancing responsible fishing and the sustainable exploitation of fisheries resources in Solomon Islands’ fishing zone.

Expected catches for the entire fleet are estimated at 6000 tons of tuna per year. The relative financial contribution is fixed at 400.000 euros per year. However, in case of annual catches exceeding 6000 tons, the Community will pay 65 euros per ton for each additional ton. In any case, the overall Community payment cannot exceed 1.200.000 euros per year.

30% of the financial contribution (120.000 euros per year) will be allocated to enhancing responsible fishing in Solomon’s fishing zone (art. 5 of the Protocol)

The following indicators will be used in the context of the ABM framework to monitor the implementation of the agreement:

- rate of utilisation of the fishing possibilities;
- catch data and commercial value of the agreement;
- Contribution to employment and value added in the EC;
- Contribution to Community market stabilization
- Contribution towards overall poverty reduction in Solomon Islands, including contribution to employment and infrastructure development in Solomon Is and support to the State budget.

- number and type of concrete results expected through the use of the percentage of the financial contribution allocated to enhancing responsible fishing in Solomon’s fishing zone (art. 5 of the Protocol).
- number of Joint Committee meetings and of technical meetings;
- number of missions;
- information on by-catches and environmental impact as reported by observers.

5.4 ***Method of Implementation (indicative)***

Show below the method(s)¹³ chosen for the implementation of the action.

Centralised Management

Directly by the Commission

Indirectly by delegation to:

Executive Agencies

Bodies set up by the Communities as referred to in art. 185 of the Financial Regulation

National public-sector bodies/bodies with public-service mission

Shared or decentralised management

With Member states

With Third countries

Joint management with international organisations (please specify)

Relevant comments:

6. **MONITORING AND EVALUATION**

6.1 ***Monitoring system***

Continuous monitoring by the Commission is foreseen for the Agreement. The Commission is solely responsible for implementing the Agreement and will do so through its officials posted both in Brussels and in its office in Honiara (Solomon Islands) and in its Delegation in Papua New Guinea (responsible also for Solomon Islands).

¹³ If more than one method is indicated please provide additional details in the "Relevant comments" section of this point

The licence application by EC ship-owners is closely followed by the competent Commission's services. Data on actual catches are regularly collected.

The implementation of the partnership approach and the use of the share of the financial contribution allocated to it will be managed in the light of objectives identified by mutual agreement between the two parties and the annual and multi-annual programming to attain them. For such purposes, the EC and Solomon Islands shall agree, within the Joint Committee, on a multi-annual sectoral programme and detailed implementing rules including criteria and procedures for evaluating the results obtained each year.

As a general rule, from the entry into force of the Agreement, the competent Commission services will collect the appropriate information allowing the verification and follow up of the indicators listed at the above point 5.3.

6.2 Evaluation

6.2.1 Ex-ante evaluation

An ex-ante evaluation has been carried out between June and July 2004 with the assistance of an independent consortium of consultants. The full evaluation will be made available on the DG FISH web site.

The main elements of the impact assessment have been studied on the basis of a number of possible scenarios¹⁴ to determine the range of possible economic, social and environmental impacts.

When considering the financial and economic impacts of the 3 different scenarios, summary ranges for the three scenarios are provided below:

Summary ranges of scenario impacts (annual)

¹⁴ The assumptions of the three scenarios are reported in Appendix 1.

Item	Range
Total EC value-added (Euro)	627,056 – 1,254,112
Total Solomons value-added/licence fees (Euro)	148,540 – 297,080
Total EC Employment (No.)	21 – 42
Total Solomons employment (No.)	0
Fleet catches (tonnes)	3,806 – 7,612
Compensation (Euro)	400,000 - 530,000
Catch value (Euro)	3.2 mn – 6.4 mn
Compensation as % of catch value (%)	8 – 12
Cost advantage for the EC (ratio)	1.57 – 2.37
Net EC benefit (Euro)	227,056 – 724,112
EC cost of compensation per tonne of fish (Euro)	70 – 105
Solomons net benefit (Euro)	542,465 – 814,930
After tax profits for fishers (Euro)	89,781 – 179,561
Profit to fishers as % of catch value (%)	2.8

Scenario 2, which assumes an uptake of the FPA by 4 long-liners and an increasing number of purse seiners from 4 in year 1, to 6 in year 2, and to 8 in year 3, is on balance the most advantageous for the Community.

It provides the greatest levels of EU employment (42), the most cost effective scenario from the perspective of the Community (with a cost advantage ratio of 2.37), the greatest absolute value of net Community benefits (Euro 724,112), and the lowest cost per tonne of fish caught (Euro 70), the highest total value-added (Euro 1.25 million), and compensation as a percentage of catch value is lowest at 8%. Scenario 2 also provides the greatest post-tax profits to Community fishers. On balance, scenario 2 is also the most advantageous for the Solomon Islands creating the greatest net benefits (Euros 814,930).

All scenarios generate net benefits for the Community, net benefits for the Solomon Islands, and after-tax profits for Community fishers. In addition, none of the scenarios appear to run the risk of any negative economic impacts. All three scenarios indicate that value-added created in the EU is 4-5 times that created in the Solomon Islands, and no employment is created in the Solomon Islands. But, mitigating against that in terms of equity, is that under all Scenarios, net benefits to the Solomon Islands are greater than the net benefits to the EC.

Under all three scenarios, the purse seine fleet provides the major share of benefits to the Community, Community fishers and the Solomon Islands. The long-line fleet only provides benefits greater than the purse seine fleet with regards to downstream value-added and employment in the Community, due to swordfish catches being sold in the EU. Importantly, under all three scenarios, long-line profitability appears to be marginal, and this could precipitate either a switch to tuna long-lining (sashimi/albacore dual purpose), or a lack of interest by long-liners in the FPA. Licence fees under all scenarios are 1.2% of catch value for long-liners, and 4.3% of catch value for purse seiners.

In terms of social impacts, the FPA is expected to create few impacts in either the Solomon Islands or the EC in terms of food security or human capital. Impacts on social capital will not be significant in the EU, but compensation paid by the EU could have an impact on social capital in the Solomon Islands, if used to support awareness and education programmes for inshore fishers, and improved policy and management of tuna resources with support for the Tuna Management Plan. Such activities would be associated with improved social capital, and given the significant national level of fishery dependency, would lead to improvements in the social welfare of the general population. Natural capital impacts under all scenarios are not significant, while financial capital in the Solomons will be enhanced by the financial compensation flowing into the national treasury, and potentially for EC fishers by increasing the flexibility of their fishing strategy. No significant impacts on physical capital are expected under any scenario.

In terms of environmental impacts, no significant negative impacts are expected under any scenarios; the level of EU vessel activity for both purse seining and long-lining is very small in comparison to regional vessel numbers totals, and it is these regional totals that are expected to have an impact on the status of both target and by catch species, given that they are also regional in nature. However overall, the net change of the FPA on big-eye harvesting in the waters of the Solomon Islands depends largely on whether the FPA vessels represent a replacement for the existing tuna fishing operations, or are in addition to the existing operations, and whether they target tuna or swordfish.

6.2.2 *Measures taken following an intermediate/ex-post evaluation (lessons learned from similar experiences in the past)*

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

Even though a similar Agreement with the Republic of Kiribati entered into force in September 2003, it is too early to draw lessons from its implementation and experience.

Nevertheless, historical statistical data on catches from other long distance fleets (mainly US, Japan, Korea and Taiwan) have been taken into account. All such data, confirmed by EC ship-owners and supported by specialised scientific bodies, indicate that, in terms of catches, Solomon Islands fishing zone offers one of the best fishing grounds in the region.

The EC fishing effort in the Solomon Islands is compatible with all the regional provisions applicable for the conservation and management of tuna resources (FFA Minimum Terms and Conditions, Palau Arrangement for the Management of the Western Pacific Purse seine Fishery). In addition, as regards conservation measures, 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 therefore that an increase of the fishing effort is admissible.

6.2.3 *Terms and frequency of future evaluation*

Before the Protocol is renewed the entire period which it covers will be evaluated (ex-post assessment), measuring indicators relating to results (catches, values of catches) and impact (number of jobs created and maintained, relation between the cost of the Protocol and the value of catches), including an impact on the marine environment.

The indicators listed under the above point 5.3 will be used to perform the ex post evaluation.

7. **ANTI-FRAUD MEASURES**

Fishery Agreements are commercial agreements with a financial contribution paid in exchange for fishing rights in the waters of third countries. This contribution is complemented by the licence fees paid by the EC ship-owners authorised to fish in the framework of the Agreement.

The way such a contribution is used depends exclusively on the responsibility of the third country, which has negotiated the agreement with the Community as a sovereign state. In most cases, a part of the financial contribution is used to finance activities for improving or supporting the fishery policy of the concerned country.

In this case, the programming of the activities, their implementation and the information about the results on their implementation to be provided to the Commission remain within the exclusive competence of the third country. Nonetheless, the Commission invites the third country to establish a permanent political dialogue with its services in order to improve the management of the Agreement and strengthen the Community's contribution to the management of fishing resources.

In the context of the new Fishery Partnership Agreements (FPA) it is foreseen that the Commission and the third country fix, by mutual agreement, the goals to be attained through the use of a part of the financial contribution allocated to this end. At the same time, both Parties will establish an annual and multi-annual programming for the pursuit of those goals.

In the event that the implementation of the programme does not correspond to the level of resources fixed by the Protocol to this end, the Commission could ask for a reduction of the percentage of the financial contribution used in the context of the agreed programme.

In any case, every payment realised by the Commission in the context of the fishery Agreement is subject to the normal Commission's budgetary rules and procedures. This fact allows, in particular, to identify the bank accounts of the third country where the amounts of the financial contribution are paid.

When it is specifically established by the Protocol, the Commission analyses in a detailed manner the activities benefiting of a specific financial support (part of the financial contribution) both in respect of the agreed programme and in respect of the

implementation results as reported by the specific report provided by the third country to the Commission. However, in respect of the principle of national sovereignty, the Commission cannot carry out (directly or indirectly), by its own initiative, a financial audit concerning the financial contribution paid to third countries.

8. DETAILS OF RESOURCES

8.1 Objectives of the proposal in terms of their financial cost

Commitment appropriations in EUR million (to 3 decimal places)

(Headings of Objectives, actions and outputs should be provided)	Type of output	A v. c o s t	Year n		Year n+1		Year n+2		Year n+3 and later		TOTAL	
			No. outputs	Total cost	No. outputs	Total cost	No. outputs	Total cost	No. outputs	Total cost	No. outputs	Total cost
OPERATIONAL OBJECTIVE No.1 ¹⁵ . Fishing opportunities in exchange for a financial compensation												
Action 1												
- Output 1	Min. Reference tonnage		6000 tons	0.280	6000 tons	0.280	6000 tons	0.280				
	Max reference tonnage		18.000 tons	1.080	18.000 tons	1.080	18.000 tons	1.080				
- Output 2	Additional fishing poss. for purse seine vessels (eventual)		-	-	2 purse seine vessels	0.130	2 purse seine vessels	0.130				
Sub-total Objective 1												
OPERATIONAL OBJECTIVE No.2 Enhancing responsible fishing in Solomon Islands												
Action 1												
- Output 1	Allocation of 30% of the min. financial contribution to enhancing responsible fishing		30% min. financial contribution	0.120	30% min. financial	0.120	30% min. financial	0.120				
TOTAL COST			Min 0.400 Max. 1.200		Min. 0.400 Max. 1.330		Min. 0.400 Max. 1.330					

¹⁵

As described under Section 5.3

8.2 Administrative Expenditure

8.2.1 Number and type of human resources

Types of post		Staff to be assigned to management of the action using existing and/or additional resources (number of posts/FTEs)					
		Year n	Year n+1	Year n+2	Year n+3	Year n+4	Year n+5
Officials or temporary staff ¹⁶ (XX 01 01)	A*/AD	0.3	0.3	0.3	-		
	B*, C*/AST	0.3	0.3	0.3	-		
Staff financed ¹⁷ by art. XX 01 02		-	-	-	-		
Other staff ¹⁸ financed by art. XX 01 04/05		-	-	-	-		
TOTAL		0.6	0.6	0.6	-		

8.2.2 Description of tasks deriving from the action

- Assist the negotiator in preparing and conducting the negotiations of the fisheries agreements:
 - Participate in negotiations with third countries to conclude fisheries agreements.
 - Prepare Draft Assessment Reports and Strategy notes for the Commissioner.
 - Present and defend the positions of the Commission in the external working group of the Council.
 - Participate in finding compromises with the Member States and reflect these in the final text of the Agreements.
- Monitoring of the agreements:
 - Day to day follow-up of the fisheries agreements.
 - Prepare and check the commitments and the payment orders of the financial compensations and of the targeted actions
 - Regular reporting of the implementation of the agreements.

¹⁶ Cost of which is NOT covered by the reference amount

¹⁷ Cost of which is NOT covered by the reference amount

¹⁸ Cost of which is included within the reference amount

- Evaluation of the agreements - scientific and technical aspects
- Policy design:
 - Prepare draft Regulations and Decisions of the Council. Elaborate text of the agreements.
 - Launch and follow up the approval procedures.
- Technical assistance:
 - Prepare the Commission position in view of Joint Committees.
- Institutional Relations:
 - Represent the Commission before the Council, European Parliament and Member States in the context of the negotiation process.
 - Drafting of replies to written and oral Parliamentary questions ...
- Inter-service co-ordination and consultation:
 - Liaise with other Directorates General in matters concerning the negotiations and the follow-up of the agreements.
 - Carry out and respond to inter-service consultations.
- Evaluation:
 - Participate in the various evaluation exercises (ex-ante, mid-term, ex-post) and impact assessments.
 - Analyse the attainment of objectives and quantified indicators.

8.2.3 *Sources of human resources (statutory)*

(When more than one source is stated, please indicate the number of posts originating from each of the sources)

- X Posts currently allocated to the management of the programme to be replaced or extended
- Posts pre-allocated within the APS/PDB exercise for year n
- Posts to be requested in the next APS/PDB procedure
- Posts to be redeployed using existing resources within the managing service (internal redeployment)
- Posts required for year n although not foreseen in the APS/PDB exercise of the year in question

8.2.4 *Other Administrative expenditure included in reference amount (XX 01 04/05 – Expenditure on administrative management)*

EUR million (to 3 decimal places)

Budget line (11 01 04 04, Heading 4)	Year n	Year n+1	Year n+2	Year n+3	Year n+4	Year n+5 and later	TOTAL
1 Technical and administrative assistance (including related staff costs)							
Executive agencies ¹⁹							
Other technical and administrative assistance							
- <i>intra muros</i>							
- <i>extra muros</i>			0.040				0.040
Total Technical and administrative assistance			0.040				0.040

8.2.5 *Financial cost of human resources and associated costs not included in the reference amount*

EUR million (to 3 decimal places)

Type of human resources	Year n	Year n+1	Year n+2	Year n+3	Year n+4	Year n+5 and later
Officials and temporary staff (XX 01 01)						
Staff financed by Art XX 01 02 (auxiliary, END, contract staff, etc.) (specify budget line)						
Total cost of Human Resources and associated costs (NOT in reference amount)						

Calculation– *Officials and Temporary agents*

Reference should be made to Point 8.2.1, if applicable

$$1A = \text{€ } 108.000 * 0.3 = \text{€ } 32\,400$$

¹⁹ Reference should be made to the specific legislative financial statement for the Executive Agency(ies) concerned.

1B = € 108.000* 0.15 = € 16 200

1C = € 108.000* 0.15 = € 16 200

Total: € 64 800 per year (EUR million: 0.065 per year)

Calculation– *Staff financed under art. XX 01 02*

Reference should be made to Point 8.2.1, if applicable

8.2.6 Other administrative expenditure not included in reference amount

EUR million (to 3 decimal places)

	Year n	Year n+1	Year n+2	Year n+3	Year n+4	TOTAL
XX 01 02 11 01 – Missions	0.010	0.010	0.010			0.030
XX 01 02 11 02 – Meetings & Conferences	0.002	0.002	0.002			0.006
XX 01 02 11 03 – Committees ²⁰						
XX 01 02 11 04 – Studies & consultations						
XX 01 02 11 05 - Information systems						
2 Total Other Management Expenditure (XX 01 02 11)						
3 Other expenditure of an administrative nature (specify including reference to budget line)						
Total Administrative expenditure, other than human resources and associated costs (NOT included in reference amount)	0.012	0.012	0.012			0.036

Calculation - *Other administrative expenditure not included in reference amount*

²⁰ Specify the type of committee and the group to which it belongs.

Appendix 1

EC/SOLOMON ISLANDS FISHERY AGREEMENT

Ex-ante Evaluation - Scenarios and relative assumptions

The first scenario is based on a limited uptake of licenses, based on vessel numbers believed to be currently operating in the region under the Kiribati FPA i.e. 3 purse seiners and 2 long liners.

The second scenario is based on an uptake of purse seine licences of 4 in year 1, 6 in year 2 and 8 in year 3 (as provided for in the protocol), but a limited uptake of 4 longline licences, as greater uptake is not considered likely (based on interviews with longline vessel owners and ORPAGU, September 2004).

The third and final scenario represents a precautionary approach with respect to purse seine fishing on FADs but with vessel numbers the same as per scenario 3²¹.

Details on each of the three scenarios, and the main assumptions, are provided below. All scenarios are based on the three-year period of the FPA, and in all scenarios, the vessel operator pays the licence fees. Also applicable to all scenarios are the following assumptions:

1. Purse seine dependency²² is estimated at 25% of total catches²³ with long line dependency estimated at 10%²⁴ - less than the estimated figure given by vessel owners and the manager of the longliner association ORPAGU (September 2004).
2. Longliners currently operating in Kiribati are targeting swordfish (which represents 50% of their catch) and marlin (interviews September 2004), and report that they are making money doing so²⁵ and plan to continue to do so in Solomons under the FPA. They report they could switch to sashimi/albacore tuna if prices for swordfish drop, but that this would decrease their interest in the Solomons FPA. Therefore, for the purpose of the scenarios, and based on the intention and comments of vessel owners

²¹ Unlike the FSM evaluation report, a scenario is not modeled which excludes longline fishing altogether, as the more southerly latitude of the Solomons increases the possibility that targeting swordfish will be economically viable, whereas in FSM, viability is considerably more doubtful

²² Dependency is the % of a vessel's total catches made in the waters of the Solomons

²³ OPAGAC report (interviews Sept 2004) that they plan to place a specific number of vessels in Western Pacific and another specific number in Eastern, depending on the catch possibilities of both areas, and once this assignment is made, there is no intention of transferring the vessels from one area of the Pacific to the other. So a figure of 25% is justifiable given other FPAs in the W Pacific

²⁴ Longliners interviewed reported that they are likely to spend 190 out of a total of 270 fishing days in Solomons and Kiribati, and that 2/3 of total yearly value-added should be generated during these 190 days.

²⁵ Local vessel agents in Fiji reported as part of interviews conducted during the evaluation that profitability may be artificially enhanced because of subsidization by a Spanish oceanographic institute (Pers. Comm.). This subsidy is intended to compensate the losses of the vessel as they are doing a spatial survey for the "IEO" Spanish Institute of Oceanography, and they do not move to the higher stock densities for fishing, but to the survey areas indicated by the scientific researcher on board. In addition, they are using different kind of hooks under the supervision of the researcher, so they cannot fish continuously as they are experimenting with different fishing gears. Thus the subsidized input is intended to compensate for the opportunity costs of the scientific survey and biological sampling. The subsidy is calculated so as not to generate extra costs or benefits for the fishing vessel.

interviewed, the scenarios assume that longline vessels are targeting swordfish, rather than being dual use (albacore/sashimi) vessels. However, swordfish catches are likely to be low in the Solomons, and the only commercial targeting of swordfish that we have previously been aware of is south of the Fiji/Tonga zones in the cooler surface waters. In addition, informal discussions on this issue have been held with the former head of the SPC tuna programme, an individual who managed the industrial fisheries in FSM for 9 years, and other experts on longlining in the region, who all report that swordfish fishing in FSM/Solomons is not viable (Pers. Comm. between Gillett et al, 2004). There is therefore a question-mark about whether in the more equatorial waters (Solomons/Kiribati/FSM), targeting swordfish would be economically feasible, especially given the relatively high costs of running EU vessels, compared to Asian ones. Solomon Islands catches have historically not shown significant catches of swordfish or marlin, but the extent to which this is because there is little of these species there, and the what extent to which it is because you need different bait to catch swordfish and marlin (squid) compared to tuna, and need to fish at different levels, is not known.

3. With respect to dependencies of both fleet segments, it should be noted that an El Nino event could severely affect the dependencies of EU vessels on different regions and the need to make uncharacteristic moves in fishing grounds. Given the sensitivity of the scenarios to dependency assumptions, the ex-post evaluation will need to critically evaluate actual dependency. At the present time we can only base our assumptions on industry reaction, overall catch rates in the region, and informed opinion - we are not in a position to provide firm quantification of the extent to which purse seine vessels may remain in the western or eastern Pacific, or move between the two, or the extent to which swordfish vessels will be able to fish in more northern waters.
4. Longline catch mix (based on interviews (September 2004)) are taken as being 50% swordfish, 20% marlin, 20% shark species defined in the log book as “jaqueton, marrajo and quella”, 9% yellowfin, and 1% other. This mix is not necessarily the catch mix likely in the FSM zone, as lower abundance of target species is assumed to lower the dependency/utilization of the FPA, rather than to result in a different species mix.
5. Purse seine catch mix in Scenarios 1 and 2 is 40% yellowfin and 60% skipjack (an average purse seine mix from 2002 and 2003 based on Solomon’s statistical data on domestic tuna catches). The Western Pacific as a whole typically has an average species mix of around 15% yellowfin, 85% skipjack, with a small proportion of bigeye. The higher percentage of yellowfin in the Solomons is probably the result of a combination of a) different resource abundance and b) the greater use of FAD/log sets in the Solomons with higher yellowfin catches. For scenario 3 with a precautionary ban on FAD/log sets, the catch mix is therefore assumed to change to reflect a mid-point between the current species mix and that for the Western Pacific as a whole, with 25% yellowfin, 2.5% bigeye and 72.5% skipjack (this species mix has been confirmed as reasonable by OPAGAG, September 2004)
6. Upstream EC value-added impacts. While it is possible that during the course of the three-year FPA one or two vessels may return to the EU, the frequency of such visits is likely to be very rare. However, some specialty foods and spare parts may be

sourced from the EU by both purse seiners and longliners, and longline bait and packaging (as confirmed by interviews) is bought and transported from the EU. Other fishing inputs of EU crew, insurance, depreciation and financing, also come from the EU for both purse seiners and longliners. Upstream value-added in the EU is therefore included for bait and packaging (for longliners) and for insurance, depreciation and financing (for all vessels).

7. Upstream EC employment impacts. The IFRMER study (1999) used in the Cape Verde and Sao Tome and Principe evaluations to estimate multiplier effects estimates 20 upstream jobs for every one longline vessel and 22 jobs for every one purse seine vessel. In the Sao Tome and Principe evaluation, longline costs incurred in the EU are around 50% of the sales value of catches and 68% of total costs, while for purse seiners EU costs are 38% of sales values and 46% of total costs. Calculations for the EU longliners to operate in the Solomons show that EU costs are 28% of sales values and 34% of total costs i.e. roughly half in each case, so we assume that 10 jobs upstream are created for every one longline vessel. Calculations for the EU purse seiners to operate in the Solomons show that EU costs are 19% of sales values and 24% of total costs i.e. again roughly half in each case, so we assume that 11 jobs upstream are created for every one purse seine vessel.
8. Upstream Solomons impacts. Interviews with vessel owners (September 2004) revealed that vessels are likely to use Fiji as a base for their fishing operations. It is unlikely therefore that EU vessels will purchase any fishing inputs in the Solomons, and so the assumption made is that there will be no upstream value-added or employment in the Solomon Islands.
9. Downstream impacts. It is impossible within the scope of this ex-ante evaluation and impact assessment to provide an accurate assessment of what the EU vessels are likely to do in terms of transshipment, offloading, grading, and/or processing in the Solomons and the EU. However, with respect to processing of purse seine caught fish, Solomon Islands-caught fish is not sold to any French tuna canneries in the region, and is unlikely to be sold to the cannery in the Solomons (which sources product from local pole and line vessels at prices that are lower than international prices for purse seine caught fish). Unless there are some marketing arrangements that we are not aware of (e.g. requirements of a loan to sell fish to a European canner), then it is likely that the fish would be sent to a cannery in Bangkok or in Pago Pago – where most of the fish from this region are sent. They usually pay higher prices than the canneries in Solomons or Fiji that have exported to EU in the past. All the Pago fish goes to the US market. Bangkok canned tuna goes US, EU, and other markets. Therefore, in order not to overstate the potential benefits no downstream employment or value-added is considered likely for purse seine vessels in either the Solomons or the EU in processing. With respect to long-liners, they sell their catches in Italy and Spain, so downstream value-added and employment multipliers in the EU are based on those used for long-liners in the Sao Tome and Principe evaluation. As previously stated the Solomons does not compare favourably with other ports in the region for transshipment or offloading, and vessel owners interviewed (September 2004) confirm that they are likely to tranship or offload in

Fiji²⁶. While some local use of employment and creation of value-added is possible in the Solomons from transshipment of purse seine catches and for offloading, grading, boxing etc of long-line caught fish, these are likely to be very small, and have not been quantified, so downstream multipliers in the Solomons are estimated as zero.

10. Purse seine skipjack is valued at Euro 700/tonne and yellowfin at Euro 980/tonne (based on interviews with OPAGAC (September 2004) and FFA market reports). Long-line catch is valued (based on prices provided by ORPAGU) at Euro 4,350 for swordfish, Euro 1,680 for marlin, Euro 2,000 for yellowfin, and Euro 1,400 for jaqueton, marrajo, quella.
11. Solomons islands income is derived from the initial licence income and the Euro 35/tonne from EU vessels fishing more than 371 tonnes in the case of purse seiners and 80 tons in the case of long-liners. Additional income is derived from the observer fee and licence application cost, and a lump sum equivalent payment of 2 crew for a fishing season of 3 months (Euro 1,559 per vessel) as it is assumed that EU vessels will not take onboard crew from the Solomons.

²⁶ Vessel owners also reported however, recent problems with being refused permission to land fish in Fiji". This was because the vessels were not on the regional register, as per the MTCs.