

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 cooperation 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 cooperation;

RECALLING 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 the Solomon Islands fishing zone,

- the arrangements for policing fisheries in the 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.
- (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 subparagraphs (i) to (iv);
 - (vi) use of any other vehicle, air or sea borned, for any activity described in subparagraphs (i) to (v) except for emergencies involving health and safety of the crew or the safety of a vessel;

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 Islands 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;
- (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 the 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 the 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 the 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

The procedure for obtaining a fishing licence for a vessel, the fees applicable and the method of payment to be used by shipowners 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 the 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 the 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.
- (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.

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;

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

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 the 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

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

Article 16

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 the Solomon Islands fishing zone shall be granted to four purse seine vessels and 10 long liners.

3. Starting from the second year of application of the Protocol and without prejudice to Articles 9(1)(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 tonnes, the total annual financial contribution shall be increased by EUR 65 per additional tonne 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 1 May 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 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 proportionately 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**

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**

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 1 January 2005.

ANNEX

Conditions governing fishing activities by Community vessels in the Solomon Islands 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 1.
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 × 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 transhipment 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 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 3 000 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 30 June each year for the amounts caught during the year before and on the basis of the catch declarations made by each shipowner. The data should be confirmed by the scientific institutes responsible for verifying catch data of the Community (Institut de Recherche pour le Développement (IRD), the Instituto Español de Oceanografía (IEO) or the Instituto Português de Investigação Marítima (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 tonne 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 shipowners via their national administrations.
7. Any additional payments shall be made by the shipowners to the competent Solomon Islands authorities within 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 authorised to engage in fishing activities within the Solomon Islands fishing zone except for 30 nautical miles around the Main Group Archipelago (MGA) and the archipelagic and territorial waters of the other archipelagos. Coordinates 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 three nautical miles of any anchored fish-aggregating device for which notification of its location shall be given by geographical coordinates.

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 the Solomon Islands fishing zone,
 - or the period elapsing between entering the Solomon Islands fishing zone and a transshipment,
 - or the period elapsing between entering the 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 the 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 shall be transmitted on a physical medium to the Permanent Secretary within 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 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 Solomon Islands national as a crew-member, shipowners shall be obliged to pay a lump sum equivalent to the wages of two crew-members for the duration of the fishing season in the 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. Shipowners shall be free to select the seamen they take on board their vessels from the names on a list submitted by the Permanent Secretary.
5. The shipowner or agent shall inform the Permanent Secretary of the names of Solomon Islands seamen taken on board the vessel concerned, mentioning their position in the crew.
6. The International Labour Organisation (ILO) Declaration on Fundamental Principles and Rights at Work shall apply as of right to seamen signed on by 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

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 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 shipowners 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 10 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 hours following the time agreed, shipowners 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 the 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. Shipowners 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 2 182 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

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

International Signal Code — Meaning:

- L Stop immediately
- SQ3 Stop or slow down, I wish to board your vessel
- QN Lay your vessel along the starboard side of our vessel
- QN1 Lay your vessel along the portside of our vessel
- TD2 Are you a fishing vessel?
- C Yes
- N No
- QR We cannot lay our vessel alongside your vessel
- QP We will lay our vessel alongside your vessel.

CHAPTER IX

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 Solomon Islands fishing zone shall allow and facilitate boarding and the discharge of their duties by any Solomon Islands official responsible for the inspection and control of fishing activities.
- 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 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. *Transshipment*
- 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 transshipment.
- 9.3. Transshipment shall be considered as an exit from the 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 transshipment 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 Solomon Islands laws.
10. Masters of Community fishing vessels engaged in landing or transshipment 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.
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Appendix 1

EC/SOLOMON ISLANDS FISHERY AGREEMENT
APPLICATION FOR REGISTRATION AND 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 are metric; specify units if other systems used.
- Affix a recent 6 × 8 inch colour side photo of the vessel to this application, showing vessel name and registration No.
- 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 No _____
 Old international radio call sign _____

Regional requirements:

FFA registration No _____
 FFA VMS registration No _____
 Type of ALC _____

Vessel identification:

Name of vessel _____

Vessel type: (Select as appropriate)

Single purse seiner ☐

Longliner ☐

Pole and liner ☐

Fish carrier/reefers ☐

Bunker ☐

Group purse seiner ☐

Search boat ☐

Other ☐

Specify _____

Country of registration _____

International radio call sign _____

Country of registration No _____

Vessel owner:

Name _____

Address _____

Vessel master:

Name _____

Address _____

Vessel operator/charterer:

Name _____

Address _____

Fishing master:

Name _____

Address _____

Operational base(s):

Port 1/country _____

Port 2/country _____

Port 3/country _____

Flag/State of authorised fishing area _____

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

1 year ☐ _____

6 months ☐ _____

3 months ☐ _____

Other (Specify): ☐ _____

Vessel 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 (1 000 litres) _____

Daily freezing capacity (Select more than one, if appropriate):

Method		Capacity (tonnes/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 metres)	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 registration No _____	Net length (metres) _____
Helicopter model _____	Net depth (metres) _____
Support craft:	
Name 1 _____	Type 1 _____
Name 2 _____	Type 2 _____
Name 3 _____	Type 3 _____

B. For pole and line vessels:

Number of automatic poling devices (0 if none) _____	
Bait storage (more than one, if appropriate)	
Circulation method (x where appropriate)	Capacity (Cubic metres)
Natural NN <input type="checkbox"/>	_____
Circulation CR <input type="checkbox"/>	_____
Refrigerated RC <input type="checkbox"/>	_____

C. For longline vessels:

Average number of baskets _____	Mainline length Km _____
Average number of hooks per basket _____	
Main line material _____	

D. For support vessels:

Activities (more than one, if appropriate)	
Refrigerated carrier <input type="checkbox"/>	Scouting boat <input type="checkbox"/>
Anchor boat <input type="checkbox"/>	Supply/mothership <input type="checkbox"/>
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: _____

E-mail: _____

Date: _____

