

**ARRANGEMENT BETWEEN THE GOVERNMENT OF AUSTRALIA AND THE
GOVERNMENT OF NEW ZEALAND FOR THE CONSERVATION AND MANAGEMENT OF
ORANGE ROUGHY ON THE SOUTH TASMAN RISE**

The Government of Australia and the Government of New Zealand (the Parties):

Considering their shared commitment to the implementation of the relevant provisions of the United Nations Convention on the Law of the Sea 1982 and their shared intention to become parties to the United Nations Agreement on Straddling Fish Stocks and Highly Migratory Fish Stocks 1995 (the 1995 Agreement);

Affirming their shared concern for and commitment to the conservation of the living resources of the high seas;

Noting their previous Arrangements for the conservation and management of orange roughy on the South Tasman Rise;

Recognising the need for conservation and management measures to be maintained for South Tasman Rise orange roughy, and for those measures to be implemented at the domestic level by the Parties through effective and binding legislative controls;

Affirming the obligation to apply the precautionary approach widely to conservation, management and exploitation of fish stocks;

Mindful of the need to achieve as soon as possible an agreed understanding of the stock structure and abundance of orange roughy and other species taken on the South Tasman Rise;

Recognising also the need for continued scientific research on the status of orange roughy on the South Tasman Rise;

Acknowledging that the methodologies developed through a scientific research program for orange roughy on the South Tasman Rise, including mutually acceptable criteria for determining whether or not a stock is a straddling stock, will assist in broader assessments of orange roughy stock characteristics in the Tasman Sea region;

HAVE REACHED AN UNDERSTANDING on the following:

Definitions

1. For the purposes of this Arrangement:

annual catch limit in relation to a season means the whole-weight tonnage of orange roughy that a Party may take in that season in accordance with the formula in paragraphs 7 and 8;

Australian fishing zone (AFZ) has the same meaning as in the *Fisheries Management Act 1991 (Cth)*;

high seas area of the South Tasman Rise means the area lying outside of and adjacent to the AFZ in waters generally south of Tasmania and enclosed by the line:

- (a) commencing at the point 48° 30' S, 150° E¹;
- (b) running thence west along the parallel of latitude 48° 30' S to the point 48° 30' S, 146° 30' E;
- (c) thence north along the meridian of longitude 146° 30' E to its first intersection by the outer limit of the AFZ;
- (d) thence generally easterly and north-easterly along the outer limit of the AFZ to its first intersection by the meridian of longitude 150° E;
- (e) thence south along that meridian to the point of commencement;

quota in relation to a Party means the whole-weight tonnage of orange roughy in a season that is allocated to the Party in accordance with paragraphs 5 and 6;

season in relation to a year means a period of twelve months beginning on 1 March of that year and ending on the last day of February of the following year;

South Tasman Rise means the geomorphological feature as depicted on the map at Annex A.

Trawling and other demersal fishing only with authorisation

2. The Parties will prohibit trawling and other demersal fishing for all species on the high seas area of the South Tasman Rise except with the authorisation of the appropriate authorities in accordance with their respective national legislation, such authorisation only to be given for the purposes of implementing this Arrangement and subject to its terms.

¹ Geographical co-ordinates in this definition are in terms of the International Terrestrial Reference System which is maintained by the International Earth Rotation Service and for most practical purposes are equivalent to co-ordinates in terms of the World Geodetic System 1984 (WGS84).

Total Allowable Catch

3. Subject to any variation decided in accordance with paragraph 4, the precautionary total allowable catch (TAC) for each successive season for the duration of this Arrangement is two thousand four hundred (2400) tonnes whole weight.

4. The Parties may, taking into account the outcomes of the scientific research undertaken under this Arrangement and any other relevant circumstances, decide to vary the TAC from time to time. Such a variation will be effected by an exchange of Ministerial letters between the Parties.

Party Quotas

5. The TAC is allocated between the Parties in the following proportions:

Australia - 1800 tonnes, being seventy-five per cent (75%) of the TAC

New Zealand - 600 tonnes, being twenty-five per cent (25%) of the TAC.

6. If the TAC is varied in accordance with paragraph 4, the Parties' quotas will remain in the same proportions as set out in paragraph 5, unless otherwise decided by the Parties and recorded in an exchange of Ministerial letters.

Annual Catch Limits

7. Unless the Parties jointly decide otherwise and record it in writing, a Party's annual catch limit for the 2000 season is equal to its quota. In each subsequent season, unless the Parties jointly decide otherwise and record it in writing, a Party's annual catch limit is calculated as follows:

- (a) by adding to its quota for that season the amount, rounded to the nearest tonne, by which its catch in the previous season fell short of its annual catch limit, up to a maximum of five per cent (5%) of its quota in the previous season, unless the TAC for that season is less than the TAC for the previous season; or
- (b) by debiting against its quota for that season catch, rounded to the nearest tonne, taken by it in excess of its annual catch limit for the previous season (its excess catch) as follows:
 - (i) one tonne to be debited for each of the first 100 tonnes of excess catch; and
 - (ii) two tonnes to be debited for each tonne of excess catch thereafter.

8. If a Party's quota for any season is insufficient to absorb the amount to be debited under paragraph 7(b), the Party concerned will debit any remaining amount against its quota for the following season, and any subsequent seasons as may be required.

9. Orange roughy caught in the high seas area of the South Tasman Rise will be debited against the annual catch limit of the Party that authorised the fishing irrespective of where the catch was landed.

Implementation

10. Each Party will implement this Arrangement through binding legislative or administrative mechanisms and will inform the other Party in writing of these mechanisms and of their entry into force. In particular, each Party will ensure that its annual catch limit is implemented in accordance with this paragraph with effect from the date of commencement of the relevant season.

11. Each Party will provide in its mechanisms pursuant to paragraph 10 that, when its annual catch limit for orange roughy in any season is reached, the high seas area of the South Tasman Rise is closed to all trawling and other demersal fishing for all species by its vessels for the remainder of that season.

Program of scientific research

12. The Parties will carry out a program of scientific research for the purposes of:

- (a) obtaining information to enable an assessment of the size of the stock(s) of orange roughy on the South Tasman Rise and of the sustainable yield; and
- (b) providing further information on the stock structure and relationship between orange roughy found in the high seas area of the South Tasman Rise and orange roughy found within the AFZ.

13. Any fishing undertaken within the scientific research program will be taken within the TAC.

14. The Parties will develop a framework for the collection and collaborative analysis of scientific information on orange roughy and other related stocks on the South Tasman Rise, based on the scientific program instituted by the Parties under their previous Arrangements. The program will be reviewed on an annual basis and where necessary amended to achieve its purposes.

15. The Government of Australia will ensure that for scientific and management purposes information is made available from scientific research programs into orange roughy and associated species undertaken on that part of the South Tasman Rise lying within the AFZ consistent with the scientific research program being carried out in the high seas area of the South Tasman Rise.

16. The Parties will ensure that their respective vessels authorised to fish on the South Tasman Rise collect and provide the data and samples required by the scientific research program.

Exchange of Information

17. Without prejudice to any other arrangements between the Parties, the Parties will exchange at least on a weekly basis all relevant catch and effort information relating to orange roughy and associated species in the high seas area of the South Tasman Rise when trawling and demersal fishing is occurring and until the fishery is closed. Each Party will notify the other Party in writing of the position whose occupant for the time being is responsible for the exchange of information under this paragraph.

18. The Government of Australia will advise the Government of New Zealand of the management measures and any changes to the management measures for orange roughy and associated species it has adopted within the area of the AFZ adjacent to the high seas area of the South Tasman Rise. Aggregated catch data on such species will be provided on a three-monthly basis.

Confidentiality

19. Information exchanged pursuant to this Arrangement regardless of its form will be treated as being supplied in confidence and no information will be used except in the manner permitted by the supplying Party and subject to the freedom of information and privacy laws applicable to each Party.

Monitoring

20. Each Party will ensure that its respective vessels authorised under this Arrangement to fish in the high seas area of the South Tasman Rise:

- (a) operate satellite-based vessel monitoring systems (VMS) during any trip involving fishing in that area;
- (b) when fishing in that area report their position to their national authorities on at least a daily basis;
- (c) when fishing in that area report their catch to their national authorities on at least a daily basis and on a shot-by-shot basis once seventy-five per cent (75%) of that Party's annual catch limit has been taken;
- (d) retain on board all catch taken in that area unless required by their national authorities not to do so;
- (e) record catch in official log books on a shot-by-shot basis; and
- (f) are notified immediately of the closure of that area to trawling and other demersal fishing.

21. Each Party will place observers on its own vessels at a level of coverage sufficient to ensure:
- (a) the effective operation of the scientific research program;
 - (b) the effective implementation of the terms of this Arrangement, including adequate and timely verification of catch data; and
 - (c) where a vessel fishes both the high seas area of the South Tasman Rise and one or more other areas on a single trip, verification of the catch of orange roughy taken from the high seas area of the South Tasman Rise.
22. Each Party will ensure that its appropriate authorities monitor the dockside unloading of catch at a level of coverage jointly decided by the Parties to be sufficient to ensure the effective implementation of the terms of this Arrangement.
23. The Parties will ensure that no transshipment at sea of catch taken in the high seas area of the South Tasman Rise is permitted within waters under their national jurisdiction or to or from their fishing vessels or fish carriers.

Landings and port access

24. Each Party's national arrangements in relation to access to its ports and landing there of catch taken by a vessel authorised to fish by the other Party will continue to apply for the purposes of this Arrangement.
25. Each Party will prohibit vessels not authorised under this Arrangement to fish in the high seas area of the South Tasman Rise from landing in its ports orange roughy and associated species taken in the high seas area of the South Tasman Rise.

Cooperation

26. The Parties will cooperate in the surveillance of, and immediately exchange information on, fishing activities in the high seas area of the South Tasman Rise by vessels of third countries not signatories to this Arrangement and by vessels of the Parties not authorised to fish there.
27. Following consultation, the Parties will, where practicable jointly, approach the flag State of a vessel from a third country that by fishing in the high seas area of the South Tasman Rise undermines or threatens to undermine the effectiveness of this Arrangement, with a view to seeking that country's cooperation in the conservation and management of orange roughy on the South Tasman Rise.

28. Following consultation, the Parties will, where practicable jointly, approach other countries with a view to deterring activities of vessels that undermine or threaten to undermine the effectiveness of this Arrangement. Such approaches will include seeking those countries' cooperation in deterring:

- (a) landing in their ports, and transshipment in waters under their jurisdiction, of orange roughy caught in the high seas area of the South Tasman Rise; and
- (b) transfer to the registers of those countries of such vessels.

29. Each Party will take all steps permitted by its domestic law to ensure that its nationals and companies do not engage in trawling or other demersal fishing in the high seas area of the South Tasman Rise with vessels not subject to the control of either of the Parties.

Third countries

30. The Parties will cooperate with third countries which have a real interest in the conservation and management of orange roughy on the South Tasman Rise with a view to securing the application by them of the conservation and management measures of this Arrangement.

31. The Parties will jointly consider in terms of Article 11 of the 1995 Agreement any request by a third country referred to in paragraph 30 to become a Party to this Arrangement.

32. The inclusion of any new Party in this Arrangement will be effected by an appropriate instrument signed by all Parties which confirms the acceptance by the new Party of the understandings set out in this Arrangement and sets out the participatory rights of the new Party.

Commencement and Duration

33. This Arrangement takes effect on 1 March 2000. Any Party wishing to end this Arrangement will notify the other Party, at least 12 months in advance, of the date on which it is to cease.

Miscellaneous

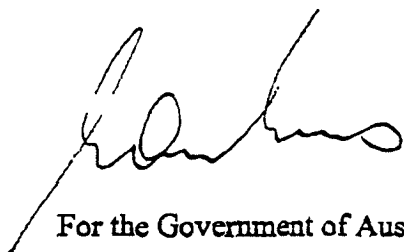
34. Should any misunderstandings or differences arise between the Parties on the interpretation or implementation of this Arrangement, they will consult at the request of either of them with a view to resolving matters amicably and without unreasonable delay.

35. The Parties will jointly lodge this Arrangement with the Fisheries Division of the United Nations Food and Agriculture Organisation for the purposes of international publicity.

36. This Arrangement is without prejudice to any future arrangements or agreements the Parties may enter into with respect to Tasman Sea fisheries generally or orange roughy on the high seas area of the South Tasman Rise.

This Arrangement embodies the understanding reached between the Parties concerning fisheries matters in the high seas area of the South Tasman Rise.

SIGNED



For the Government of Australia

Date 25 FEB 2000

SIGNED



For the Government of New Zealand

Date 17 Feb 00

Map of the South Tasman Rise

