

***A SECOND ARRANGEMENT IMPLEMENTING THE  
NAURU AGREEMENT SETTING FORTH ADDITIONAL TERMS AND  
CONDITIONS OF ACCESS TO THE FISHERIES ZONES  
OF THE PARTIES***

Pursuant to Articles II, III, and IX of the Nauru Agreement Concerning Cooperation in the Management of Fisheries of Common Interest, hereafter referred to as the "Nauru Agreement", wherein the Parties thereto agreed to conclude arrangements to facilitate the implementation of the Nauru Agreement, the Federated States of Micronesia, the Republic of Kiribati, the Republic of the Marshall Islands, the Republic of Nauru, the Republic of Palau, Papua New Guinea and Solomon Islands.

**HAVE AGREED AS FOLLOWS:**

**Article I**

**Licensing Terms and Conditions**

In addition to those terms and conditions provided in Article II of An Arrangement Implementing the Nauru Agreement Setting Forth Minimum Terms and Conditions of Access to the Fisheries Zones of the Parties, the Parties shall establish the following minimum terms and conditions and utilize the prescribed common formats in all of their subsequent foreign fishing agreements and their licensing requirements concerning foreign vessels fishing the common stocks of fish within the Fisheries Zones and shall not issue licences unless the minimum terms and conditions are accepted and observed:

**1.     Transshipment at Sea Prohibited**

The owner, charterer, operator, master or any other person responsible for the operation of a licensed vessel (hereafter referred to as "the operator") shall not tranship fish at sea whether such transshipment is done within a fisheries zone of a licensing Party or on the high seas and shall tranship only through ports designated by the licensing Party;

**2.     High Seas Catch Reporting and Maintenance of Log Books**

Where a vessel is licensed to fish in one or more Fisheries Zones and is also used for fishing in the high seas during a fishing trip, the operator shall:

- (a)     keep daily catch and effort records on board the vessel within the high seas on prescribed forms;
- (b)     keep the relevant catch data form current at all times and produce it on demand to any authorized personnel; and
- (c)     in accordance with the Minutes of an Agreement made in Palau on 19 September 1990, send by registered airmail to each licensing Party or its representative the following reports covering catch and effort in each Zone and the high seas for the whole trip:
  - (i)     a preliminary report within 14 days of the completion of a trip; and
  - (ii)    a final report within 45 days of the completion of the trip.

3. Observers

Upon request by a licensing Party, observers shall be placed on board licensed vessels and the operator and/or fishermen's association and/or flag state government shall pay the costs of such observers including:

- (a) full travel costs from the licensing country to the vessel and return;
- (b) salary; and
- (c) full insurance coverage.

**Article II**

**Electronic Position and Data Transfer Technology**

The operator and/or fishermen's association and/or flag state government shall ensure that an appropriate electronic positioning monitoring and data transfer device is installed and maintained in good working order on the vessel upon the request of the licensing Party.

**Article III**

**Signature and Effect**

- 1. This Arrangement shall be open for signature by the Parties to the Nauru Agreement.
- 2. This Arrangement shall take effect 30 days following receipt by the depositary of the fifth instrument of approval. Thereafter, it shall take effect for any signing party 30 days after receipt by the depositary of the instrument of approval.
- 3. This Arrangement shall be deposited with the Government of the Solomon Islands.
- 4. Reservations to this Arrangement shall not be permitted.

**Article IV**

**Amendment and Withdrawal**

- 1. Any Party may withdraw from this Arrangement by giving written notice to the depositary. Withdrawal shall take effect one year after receipt of such notice.
- 2. Any amendment to this Arrangement proposed by the Party shall be adopted only by unanimous decision of the Parties to this Arrangement.

**Article V**

**The Nauru Agreement**

This Arrangement is subordinate to and governed by the Nauru Agreement.

IN WITNESS WHEREOF the undersigned, being duly authorised by their respective Governments

have signed this Agreement.

**DONE** at Koror this 19th day of September 1990

Federated States of Micronesia  
Republic of Kiribati  
Republic of the Marshall Islands  
Republic of Nauru  
Republic of Palau  
Papua New Guinea  
Solomon Islands