

AGREEMENT BETWEEN THE GOVERNMENT OF TUVALU AND THE DEEP-SEA  
FISHERIES ASSOCIATION OF THE REPUBLIC OF KOREA CONCERNING THE  
LICENSING OF FISHING VESSELS OF THE REPUBLIC OF KOREA TO FISH  
WITHIN THE FISHERY LIMITS OF TUVALU

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Having regard to the Fisheries Agreement between the Government of Tuvalu and the Government of the Republic of Korea signed in Seoul on 18 June 1980 (the "Fisheries Agreement") and to the Agreed Minutes of 18 June 1980 hereto attached the Government of Tuvalu "(the Government)" of the one part and the 'Deep-Sea Fisheries Association of the Republic of Korea' (the "Association") of the other part have agreed as follows:

ARTICLE 1

This Agreement ("the Licensing Agreement") shall have effect during the period from 25/10/82 to 31/12/83 ("the Period").

ARTICLE 11

1. In consideration of the grant of Permits by the Government of Tuvalu in accordance with Paragraph 1 of Article IV below, the Association shall pay to the Government a fee of US\$70,000 for the Period, and pro rata for any part of the year.

2. The Fee referred to in Paragraph 1 of this Article shall be non-refundable regardless of any rescission during the Period of this Licensing Agreement unless it is rescinded by the Government without due cause.

ARTICLE 111

1. The Fee referred to in Paragraph 1 of Article II shall be paid by the Association prior to the 15th March <sup>1983</sup> 1982 to the account of the Government with National Bank of Tuvalu or such other bank as the Government may direct: ~~Provided that if the payment is delayed then the Association shall pay the interest at the rate of 15% per annum from the date the said payment was due until the date when the payment is received by the Government.~~

2. All fees payable by the Association to the Government under the Agreement shall be paid free and clear of deductions or withholdings of any nature whatsoever. In the event that the Government of the Republic of Korea or its authorities concerned require the Association to make any deduction or withholdings of any nature whatsoever from any payment of fees to the Government under this Agreement, the sum due from the Association in respect of such payment shall be increased to the extent necessary to ensure that after making any such deduction or withholding the Government shall receive a net sum equal to the sum which it would have received had no such deduction or withholding been required

1. In consideration of the payment of the Fee referred to in Paragraph 1 of Article I above, and subject to the provisions of the Fisheries Regulations 1982 annexed to this Agreement (Annex 1) ("the Fisheries Regulations") the Government shall grant Permits in accordance with the terms of this Agreement in the forms presented to Korean fishing vessels owned or chartered by Korean nationals or corporations ("the Licensed Owner") which are nominated by the Association provided that the total number of vessels nominated shall not exceed 60.

2. i) The Association shall nominate the vessel to which permits shall be granted under this Agreement by completing the application form presented in the Fisheries Regulations.
- ii) On receipt of the prescribed application the Government of Tuvalu will subject to the laws of Tuvalu and the Fishing Regulations as soon as practicable issue a permit in the form prescribed in the Fisheries Regulations and subject to the conditions set out in Annex II to this Agreement. The original Permit with one copy shall be sent with one copy to the Association and if so requested the Government shall immediately upon the preparation of the Permit telex or telegraph confirmation of the grant of Permit and details of the Permit Number and date of issue.
- iii) One copy of each Permit issued in accordance with Paragraph 2(i) of this Article shall be given by the Association to the Captain of the Licensed Vessel in question, one copy of each Permit shall be kept by the Association:

Provided that a fishing vessel may enter the Fishery Limits prior to the receipt by the Captain of the vessel of the Permit provided the Permit has been issued and the other provisions of this Agreement and the Fisheries Regulations of Tuvalu are complied with.

- iv) The Association shall at all times ensure that any Captain of a vessel nominated under the provision of paragraph (i) is aware of the laws and Fisheries and Regulations of Tuvalu and of the conditions subject to which the Permit was granted.

3. The Captain of each Vessel in respect of which a Permit is granted ("the Licensed Vessel") engaged in fishing within the Fishery Limits shall carry his copy of the Permit on board the Licensed Vessel and shall produce it for inspection on demand by any officer authorized by the Government, provided that, when a Licensed Vessel is required to present

of the Permit, quotation of the Permit number shall be sufficient.

4. Should a Licensed Owner lose, sell his vessel or build a replacement vessel or the details supplied in the application for a Permit require to be changed due to inheritance or any other reason during the period of validity of the Permit, <sup>the Government of Tuvalu shall be informed and</sup> a new Permit may be issued for the remaining portion of the period of validity of the original Permit. In such event the original shall be cancelled and returned to the Government prior to the issue of the new permit.

5. The transfer of any Permit is prohibited, and except as provided in Paragraph (4) of this Article, no Permit which has been cancelled or revoked may be issued or re-issued to a Licensed Owner or any other person.

#### ARTICLE V

1. All types of fishing within the Fishery Limits is prohibited except long-line fishing under the specific authority of a Permit.

2. Fishing within the territorial waters of Tuvalu is prohibited.

#### ARTICLE VI

1. Each Licensed Vessel engaged in fishing within the Fishery Limits shall be required to maintain and complete a log book in the form prescribed in the Fisheries Regulations provided that, where a Licensed Vessel is at sea prior to receipt of the Permit, such part of the log book as is incomplete may be prepared retrospectively.

2. The Association shall ensure that copies of log books relating to fishing within the Fishery Limits are sent to the Government as soon as possible and in any event within 45 days after completion of the voyage of the Licensed Vessel to which the log book relates.

#### ARTICLE VII

1. If the Government notifies the Association that a Licensed Vessel, or the Captain or Licensed Owner thereof, has contravened the provisions of the Fisheries Agreement, of this Agreement, or the conditions of the Permit or any of the relevant laws of Tuvalu the Government may cancel and withdraw forthwith the Permit issued to the Licensed Owner for the Licensed Vessel. When giving such notification, the Government shall provide the Association with a statement as to any offence committed or provision contravened together with any

supporting evidence. The Government shall give the Association or the Licensed Owner an opportunity to appeal against such cancellation and withdrawal provided that any Permit so withdrawn remains withdrawn until the decision of Government on the appeal.

2. This Agreement may be revoked by the Government in the event that the Association or any vessel contravenes the provision of the Fisheries Agreement or of this Agreement. The Government shall give the Association an opportunity to appeal against such revocation, provided that the agreement remain rescinded until the decision of the Government on the appeal.

#### ARTICLE VIII

If at any time approval of the Government of the Republic of Korea is necessary or desirable for the Association to make the payments provided for herein, the Association shall promptly obtain such approval and thereafter maintain the validity thereof.

#### ARTICLE IX

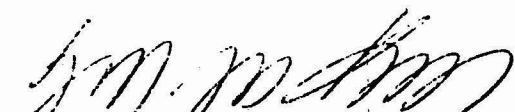
This Agreement shall be made in duplicate in English and the Association and the Government shall each hold one signed original thereof as evidence of their agreement.

#### ARTICLE X

Any Permits granted under the provisions of this Licensing Agreement to a nominee of the Association will be granted pursuant to and under the authority of the Proclamation by the Governor-General of Tuvalu dated 26th October 1978, the laws of Tuvalu and the Fisheries Regulations all of which shall be deemed to be incorporated in and a part of this agreement.

*Dated the fourteenth day of December 1982.*

Signed by I Ionatana for and on behalf  
OF THE GOVERNMENT OF TUVALU

  
Signed by Y.J. Kim for and on behalf of