

Protocol to the Eastern Pacific Ocean tuna Fishing Agreement

A1- If the Agreement enters into force with five Contracting Parties, the fee for a fishing licence shall be US\$60 (sixty dollars) per net registered ton of the vessel requesting the licence.

2 - For each additional Contracting Party which is a coastal State, the Council shall adjust the licence fee up to a maximum of US\$100 (one hundred dollars) per net registered ton. For this purpose, the Council shall take into account, inter alia, the amount of tuna taken within 200 nautical miles from the baselines from which the breadth of the territorial sea of the coastal State ratifying or adhering to this Agreement is measured.

The minimum increase in the fee for each additional coastal State ratifying or adhering, after the sixth, shall be US\$10 (ten dollars) per net registered ton. The minimum increase for the sixth coastal State may be more than, or less than, US\$10 (ten dollars) per net registered ton, also as determined by the Council.

3 - Upon withdrawal by any coastal State, the licence fee shall be decreased, taking into account, inter alia, the amount of tuna taken within 200 nautical miles of the aforementioned baselines of the coastal State withdrawing from the Agreement. However, in no case shall the fee be less than US\$60 (sixty dollars) per net registered ton.

B - Licences may be purchased at any time upon full payment of the established fee. Licences shall be valid until 31 December of each year and allow access to fishing in the Agreement area.

C - Any Contracting Party's vessel with a net registered tonnage of 700 tons or less may obtain licences on a semi-annual rather than on an annual basis. The fee for a semi-annual licence shall be one-half of the annual fee.

D - Licences shall not be required of vessels with a net registered tonnage of 700 tons or less which fish exclusively within 200 nautical miles of the aforementioned baselines of their flag State. However, the flag State shall notify the Director of the names, registrations, tonnages and catches of such vessels.

E - For the purpose of the Agreement and this Protocol, the term "tons" refers to short tons.

F - After deducting an appropriate percentage of the total fees for administrative costs, but in no case more than 10 percent of the annual total, the Council shall disburse annually the balance of all fees to the coastal States in proportion to the amount of tuna taken within 200 nautical miles of the aforementioned baselines during the year in which the licences are issued. For the purposes of such disbursement, the Council in accordance with paragraph G of this Protocol may request, in addition, data from any competent international agency or organization.

G1- All licensed vessels shall provide written reports on the size of the catches taken in the Agreement Area making specific mention of the coordinates of where the catches were made. These data shall be entered in the log book of each vessel.

2. These data shall be confidential and shall not be used for any purpose other than as specifically provided by the Agreement and this Protocol.

3- The Director shall transmit to the Council aggregate data by area and size of catch.

A- The Council shall determine the mechanisms of collection and analysis of these data.

5- In accordance with Article VI(B) of the Agreement, each Contracting Party shall establish and enforce appropriate penalties for failure of its vessels to comply with their obligations set forth in this Protocol.

H - The Contracting Parties will consult, as appropriate, with other States with a view to agreeing on the conditions of participation in this Agreement.