

**AGREEMENT****between the European Community and the Republic of Kiribati on fishing within the Kiribati fishing zone**

THE EUROPEAN COMMUNITY, hereinafter referred to as 'the Community', and

THE REPUBLIC OF KIRIBATI, hereinafter referred to as 'Kiribati',

CONSIDERING, on the one hand, the spirit of cooperation resulting from the Lomé and Cotonou Conventions and, on the other, the good cooperation relations between the Community and Kiribati,

CONSIDERING the wish of Kiribati to promote the rational exploitation of its fishery resources by means of intensified cooperation,

RECALLING that, in respect in particular of sea fishing, Kiribati exercises its sovereignty or jurisdiction over a zone extending up to 200 nautical miles from its coasts,

TAKING INTO ACCOUNT the United Nations Convention on the Law of the Sea,

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 principles of international law,

DETERMINED TO conduct their relations in a spirit of mutual trust and respect for each other's interests in the sphere of sea fishing as enshrined in the Lomé and Cotonou Conventions,

DESIROUS OF establishing the terms and the conditions governing fishing activities of common interest to both Parties,

HAVE AGREED AS FOLLOWS:

*Article 1*

The purpose of this Agreement is to establish the principles and rules which will govern the fishing activities of vessels flying the flag of a Member State of the Community, hereinafter referred to as 'Community vessels', in the waters over which Kiribati has sovereignty or jurisdiction in respect of fisheries, identified by Kiribati's national legislation as 'Kiribati fishery limits' and hereinafter referred to as the 'Kiribati fishing zone'.

*Article 2*

Kiribati hereby undertakes to authorise the pursuit of fishing activities by Community vessels within its fishing zone in accordance with this Agreement, in particular the Protocol and the Annex hereto.

The fishing activities governed by this Agreement shall be subject to the laws and regulations in force in Kiribati.

*Article 3*

The Community hereby undertakes to take all appropriate steps to ensure that its vessels observe the provisions of this Agreement and the rules and regulations governing fishing within the Kiribati fishing zone.

The authorities of Kiribati shall notify the Commission of the European Communities of all amendments to the said rules and regulations before they are applied.

The steps taken by Kiribati's authorities to regulate fishing in the interests of the conservation of fishery resources shall be based on objective and scientific criteria. They shall apply without discrimination to Community vessels, without preju-

dice to agreements concluded between developing countries within a single geographical region, including reciprocal fisheries agreements.

*Article 4*

Fishing activities by Community vessels within the Kiribati fishing zone under this Agreement shall be subject to the possession of a fishing licence issued at the Community's request by the Kiribati authorities.

The Kiribati authorities shall issue fishing licences within the limits laid down by category of vessels in the Protocol attached to this Agreement.

The issue of licences shall be subject to the payment of a fee by the shipowners concerned.

The procedure for licence applications, the fees payable and the arrangements for payment are set out in the Annex.

*Article 5*

The Parties to this Agreement undertake to coordinate, either directly or within international organisations, their efforts to ensure the management and conservation of living resources in the Central and Western Pacific, and to facilitate the relevant scientific research.

*Article 6*

The vessels authorised under the terms of this Agreement to fish within the Kiribati fishing zone shall be obliged to send their catch reports to the Kiribati authorities, in accordance with the provisions set out in the Annex.

*Article 7*

In return for the fishing opportunities granted under Article 2, the Community shall make a financial contribution to the Republic of Kiribati in accordance with the conditions and procedures set out in the Protocol attached to this Agreement, without prejudice to financing accorded to Kiribati under the Lomé and Cotonou Conventions.

*Article 8*

Where, as a result of circumstances solely attributable to the fault or negligence of Kiribati, fishing activities cannot be carried out within the Kiribati fishing zone, the Community may, after prior consultation with the Kiribati authorities, suspend the payment of the financial contribution provided for in Article 7.

The payment of the financial contribution shall recommence once the situation has returned to normal and following consultation and agreement between the two Parties confirming that the situation is likely to allow a return to normal fishing activities.

The validity of the licences issued to Community vessels under Article 4 shall be extended with the number of months during which fishing activities could not be carried out.

*Article 9*

In the event of any dispute over the interpretation or application of this Agreement, consultations shall be held between the Parties.

*Article 10*

A Joint Committee, composed of officials of both Parties, shall be set up to ensure that this Agreement is applied correctly.

The Committee shall meet, alternately in Kiribati and in the Community, at the request of either of the Parties to this Agreement

*Article 11*

Should the Kiribati authorities decide, as result of developments in the state of stocks, to take measures to conserve fishery resources which affect the activities of Community vessels, consultations shall be held between the Parties in order to adapt the Protocol and the Annex as appropriate.

The consultations shall be based on the principle that any substantial reduction of the fishing opportunities laid down in the Protocol must entail a proportionate reduction in the financial contribution payable by the Community.

*Article 12*

Nothing in this Agreement shall affect or prejudice in any manner whatsoever the views of either Party with respect to any matter relating to the law of the sea.

*Article 13*

This Agreement shall apply, on the one hand, to the territories in which the Treaty establishing the European Community is applied and under the conditions laid down in that Treaty and, on the other hand, to the Republic of Kiribati.

*Article 14*

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

*Article 15*

This Agreement shall be concluded for an initial period of five years commencing from the date of its entry into force. Unless one of the Parties ends it by giving notice to that effect six months before the end of this five-year period, it shall be tacitly renewed for further periods of two years, unless denounced by notice given at least three months before the end of any such two-year period.

The Parties shall enter into negotiations in the event of either of them denouncing this Agreement.

Before the end of the current period of validity of the Protocol, the Parties shall hold negotiations to establish by agreement what amendments or additions to the Protocol and the Annex are required.

*Article 16*

This Agreement, drawn up in duplicate in the Danish, German, Greek, English, Spanish, Finnish, French, Italian, Dutch, Portuguese and Swedish languages, each of these texts being equally authentic, shall enter into force when the Parties exchange the notification concerning the accomplishment of the respective appropriate adoption procedures.

## PROTOCOL

### setting out the fishing possibilities and the financial contribution provided for in the Agreement between the European Community and the Republic of Kiribati on fishing within the Kiribati fishing zone

#### Article 1

1. Pursuant to Article 2 of the Agreement, Kiribati shall grant annual fishing licences to Community tuna fishing vessels for a period of three years beginning on the date of entry into force of the Agreement and in conformity with 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 the first year of application of this Protocol, annual licences to fish simultaneously within the Kiribati fishing zone shall be granted to six purse seine vessels and 12 long-liners.

3. For the following years, annual licences to fish simultaneously within the Kiribati fishing zone shall be granted to four purse seine vessels and 12 long-liners.

#### Article 2

1. The financial contribution referred to in Article 7 of the Agreement shall be fixed at EUR 546 000 the first year and at EUR 416 000 per year the following years.

2. For the first year of application of the Protocol, a first part of the financial contribution equivalent to EUR 446 000 shall be paid into the Kiribati Government Account No 1, with the Bank of Kiribati Ltd, Betio, Tarawa, and shall be made available soon after the entry into force of this Protocol.

For the following years, a first part of the financial contribution equivalent to EUR 316 000 per year shall be paid into the same Kiribati Government Account by the anniversary date of the Protocol.

The use to which such parts of the financial contribution are to be put shall fall within the exclusive competence of the Government of Kiribati.

3. A second part of the financial contribution, equivalent to EUR 100 000 per year shall be earmarked for the purpose of the matters specified in Article 5 of this Protocol.

4. The total financial contribution corresponds to a catch within the Kiribati fishing zone of 8 400 tonnes of tuna for the first year and 6 400 tonnes of tuna per year for the following years.

#### Article 3

1. Starting from the second year of application of the Protocol and without prejudice to Article 11 of the Agreement, at the request of the Community, the number of fishing

licences for purse seine vessels granted in Article 1(3) of this Protocol may be increased, if resources permit and in accordance 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.

The concession of such additional licences shall be consistent with the terms of the Palau Arrangement. In any case, Kiribati shall not grant more than seven additional licences for purse seine vessels per year. The actual number of additional licences available will be communicated by Kiribati to the Community every year following the annual meeting of the Palau Arrangement.

2. For each additional purse seine licence granted by Kiribati pursuant to paragraph 1, the Community shall increase the financial contribution referred to in Article 2(1) of this Protocol by EUR 65 000 per year, which corresponds to a catch of 1 000 tonnes of tuna per year.

3. The annual financial contribution to be paid by the Community in exchange for the granting of the additional annual licences pursuant to paragraphs 1 and 2 shall be paid into the Kiribati Government Account No 1 with the Bank of Kiribati Ltd, Betio, Tarawa.

#### Article 4

Starting from the second year of application of this Protocol, if the total amount of tuna caught each year by Community vessels under Articles 1(3) and 3(1) of this Protocol exceeds the sum of tuna catches referred to in Articles 2(4) and 3(2), the amount of the total annual financial contribution determined in accordance with Articles 2(1) and 3(2) 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 double the amount of the financial contribution determined in accordance with Articles 2(1) and 3(2).

#### Article 5

During the period covered by this Protocol, the measures set out below shall be financed from the second part of the financial contribution provided for in Article 2(3), to the amount of EUR 100 000 per year, broken down as follows:

- (a) EUR 50 000 for the participation of Kiribati officials to regional and international fishery-related meetings;

- (b) EUR 35 000 for institutional support to the administrative department responsible for fisheries;
- (c) EUR 15 000 for Kiribati contributions to regional and international fisheries organisations.

The programming of these measures shall be decided on by the Kiribati authorities and shall be sent to the Commission for information before the first payment.

*Article 6*

1. The amounts referred to in Article 5 shall be made available soon after the entry into force of this Protocol for the first year and by the anniversary date of the Protocol for the following years, and shall be paid into the Kiribati Government Account No 1, with the Bank of Kiribati Ltd, Betio, Tarawa.

2. The competent Kiribati authorities shall transmit an annual report on the implementation of these measures and the results achieved to the Delegation of the Commission responsible for Kiribati, three months after the anniversary date of the Protocol.

3. The Commission of the European Communities reserves the right to ask the competent national authorities for any additional information on these results and, where applicable, to reconsider the payments concerned in the light of the actual implementation of the measures.

*Article 7*

Should the Community fail to make the payments provided for in Articles 2, 3 and 5, Kiribati reserves the right to suspend the application of this Protocol.

## ANNEX

**CONDITIONS GOVERNING FISHING ACTIVITIES BY COMMUNITY VESSELS WITHIN THE KIRIBATI FISHING ZONE**

## 1. REGISTRATION OF FISHING VESSELS

1. Fishing by Community vessels within the Kiribati fishing zone shall be subject to the issuance of a registration number by the Kiribati competent authorities.
2. Applications for registration shall be made on the form provided for that purpose by the Kiribati authorities responsible for fisheries, in accordance with the specimen given in Appendix I.
3. Registration shall be contingent upon the receipt of a 15 cm by 20 cm photograph of the applying vessel and the payment of EUR 600 per vessel as registration fee to be paid to the Kiribati Government Account No 1 with the Bank of Kiribati Ltd, Betio, Tarawa.

## 2. LICENCE APPLICATION AND ISSUING FORMALITIES

The procedure for applications for and the issue of licences authorising Community vessels to fish in the Kiribati fishing zone shall be as follows.

1. The relevant Community authorities shall present to the Chief Fisheries Officer of the Ministry of Natural Resources Development of Kiribati, via the Delegation of the European Commission responsible for Kiribati, an application for each vessel wishing to fish under the Agreement, at least 15 days before the beginning of the requested term of validity. Applications shall be made using the form in accordance with the specimen given in Appendix II.
2. Licences shall be signed and issued by the Chief Fisheries Officer to the shipowners or their representatives (agent) within 15 working days of application. The Delegation of the Commission will receive a copy of the fishing licence.
3. Licences shall be issued for a specific vessel and shall not be transferable. However, at the request of the Commission, a vessel's licence shall, in cases of *force majeure*, be replaced by a new licence for the remaining period of validity of the original licence for another vessel with identical characteristics. In such cases, no new advance shall be due.
4. Licences must be held on board at all times. However, on receipt of notification of payment of the advance sent by the Commission to the Chief Fisheries Officer, vessels shall be entered on a list of vessels authorised to fish, which shall be sent to the Kiribati authorities responsible for fisheries inspection. Pending arrival of the licence itself, a copy of the licence may be obtained by fax; that copy, which authorises the vessel to fish until arrival of the original document, must be kept on board.
5. Licences shall be valid for one year. They shall be renewable, subject to the number of available fishing possibilities established by the Protocol.
6. The fee shall be set at EUR 35 per tonne caught within the Kiribati fishing zones. It shall include all local and national taxes with the exception of port taxes and charges for the provision of services.
7. Licences shall be issued on advance payment of an annual sum of EUR 21 000 per tuna seiner and EUR 4 200 per long-liner and are not refundable. Such amounts are equivalent to the fees for respectively 600 tonnes and 120 tonnes of tuna and tuna-like species caught within the Kiribati fishing zone.
8. Payments shall be made into the Kiribati Government Account No 1 with the Bank of Kiribati Ltd, Betio, Tarawa, cleared of any deductions.

## 3. AGENTS

The shipowner shall nominate, appoint and maintain an agent who shall be resident in Tarawa, Kiribati, and who shall have authority to receive and respond to any legal process. The shipowner shall notify the Chief Fisheries Officer of the name and address of such an agent.

## 4. STATEMENT OF CATCH

1. Captains of purse seine vessels and long-liners shall complete a catch report (log-sheet) corresponding respectively to the specimens provided in Appendix III B and III B for each period spent fishing within the Kiribati fishing zone.
2. The report, which must be legible and signed by the captain of the vessel, shall be sent not later than 45 days after the completion of the fishing trip to the Chief Fisheries Officer and, for processing, to the Institut de recherche pour le développement (IRD) or to the Instituto Español de Oceanografía (IEO) or to the Instituto Português de Investigação Marítima (IPIMAR) and to the Secretariat of the Pacific Community (SPC).

3. A fishing trip ends when there is total or partial unloading of catches.
4. If these provisions are not complied with, the Chief Fisheries Officer reserves the right to suspend the licence of the offending vessel until these formalities have been carried out and to apply the penalties provided for under Kiribati's national law.

#### 5. STATEMENT OF ADDITIONAL FEES DUE BY SHIPOWNERS

1. Member States shall confirm to the Commission before 30 June each year the amounts caught during the past year. On the basis of those figures the Commission shall establish a breakdown of the fees due in respect of the fishing year, calculated on the basis of EUR 35 per tonne, which it shall then send to the Kiribati Chief Fisheries Officer.
2. Shipowners shall be notified of this breakdown by the Commission by the end of July at the latest and shall have 45 days in which to meet their financial obligations. Shipowners cannot recover the balance in cases where the amount payable in respect of actual fishing operations is less than the advance payment.

#### 6. INSPECTION AND MONITORING

Community vessels fishing within the Kiribati fishing zone shall permit and facilitate the boarding and fulfilment of the tasks of Kiribati officials responsible for the inspection and monitoring of fishing activities. These officials should not remain on board any longer than the time required to verify catches by sampling and carry out any other inspections relating to fishing activities.

#### 7. OBSERVERS

1. At the moment of the vessel registration, all Community vessels shall contribute EUR 400 to a 'Fisheries Observers Project Fund' to be paid to the Kiribati Government Account No 4 with the Bank of Kiribati Ltd, Betio, Tarawa.
2. At the request of the Kiribati authorities, Community vessels shall take one observer on board on at least 20 % of their fishing trips.
3. The observer shall be treated as an officer. The time spent on board by the observer shall be fixed by the Kiribati authorities but, as a general rule, it should not exceed the time required to carry out his duties. Once on board, the observer shall:
  - observe the fishing activities of the vessels,
  - verify the position of vessels engaged in fishing operations,
  - perform biological sampling in the context of scientific programmes,
  - note the fishing gear used,
  - verify the catch data for Kiribati's zone recorded in the logbook.

While on board, the observer:

- must take all appropriate steps to ensure that the conditions under which he is taken on board and his presence on board do not interrupt or hamper fishing activities,
  - must respect the material and equipment on board and the confidentiality of all documents belonging to the vessel.
4. The conditions governing his embarkation shall be agreed between the shipowner or his representative and the Kiribati authorities. If the shipowner is unable to take the observer on board and put him off at a port in Kiribati mutually agreed with the Kiribati authorities, the shipowner shall bear the cost of taking the observer aboard and putting him ashore.
  5. If the observer is not present at the time and place agreed and during the six hours following the time agreed, the shipowner shall be absolved of his obligation to take the observer on board.

#### 8. CONTROL OF FISHING ACTIVITIES

1. Community vessels fishing under this Agreement shall be subject to a vessel monitoring system (VMS) whose specific conditions shall be agreed separately by the Parties.
2. Before such specific conditions are applicable, and as a transitional arrangement, Community vessels shall be required to comply with the regional VMS requirements currently applicable within the Kiribati fishing zone.



## 9. FISHING ZONES

1. The vessels referred to in Articles 1 and 3 of this Protocol shall be authorised to engage in fishing activities within the Kiribati fishing zone except in such areas as are designated as closed areas indicated by the chart 83005-FLC, in accordance with the Fisheries Ordinance (Cap. 33) and Marine Zone (Declaration) Act of the Government of Kiribati. Kiribati shall communicate to the Commission any modification to the said fishing zones at least two months before their application.
2. In any case, fishing shall not be permitted within the 12 nautical miles from the baselines.
3. As regards purse seine vessels in particular, fishing is prohibited in the following areas:
  - (i) within 60 nautical miles from the baselines of the islands of Tarawa, Kanton and Kiritimati;
  - (ii) within three nautical miles of any anchored fish-aggregating device for which notification of its location shall be given by geographical coordinates.

## 10. REPORTING DETAILS

1. Captains shall provide the Chief Fisheries Officer with information relating to the time, position of, and catch on board of the licensed fishing vessel in the manner as described in Appendix IV by fax or e-mail on the following occasions:
  - (a) at least 24 hours prior to entering the Kiribati fishing zone and immediately upon departure from the fishing zone;
  - (b) every Tuesday while within the Kiribati fishing zone after the entry report or the last weekly report;
  - (c) at least 48 hours prior to the estimated time of entry into any port of Kiribati and immediately upon port departure;
  - (d) immediately after transhipping the catch to a licensed reefer carrier; and
  - (e) at least 24 hours prior to refuelling from a licensed bunkering vessel.

This information should be communicated by facsimile (686) 21120/22287 or e-mail to the following address: fleu@mnr.gov.ki or fleu@tskl.net.ki.

2. A vessel found to be fishing without having informed the Chief Fisheries Officer shall be regarded as not in compliance with Kiribati national legislation.
3. The Chief Fisheries Officer and the shipowners shall keep a copy of fax communications or e-mail messages until both parties have agreed to the final statement of fees due referred to at point 2 (Licence application and issuing formalities).
4. The shipowners of purse seine vessels shall provide copy of the landing receipt after completion of every fishing trip that took place totally or in part within the Kiribati fishing zone. If this provision is not complied with, the Chief Fisheries Officer reserves the right to suspend the licence of the offending vessel until these formalities have been carried out and to apply the penalties provided for under Kiribati's national law.

## 11. TRANSHIPMENT AND USE OF SERVICES

1. Community vessels fishing within the Kiribati fishing zone shall not tranship their catches at sea under any circumstances. Moreover, they shall tranship to a duly licensed carrier vessel at least three times per year (for the whole fleet) in any port of call in Kiribati. Captains of purse seine vessels shall report full details of the transhipment in the log-sheet (Appendix III A).
2. The carrier vessel will have to apply for vessel registration along the procedure indicated at point 1 (Registration of fishing vessels) and fulfil the observer obligation indicated at point 6, first paragraph. The Captain of the licensed vessel shall provide 48 hours notice to the Government of a request to tranship any or all of the fish on board and shall provide the name of the licensed vessel, its radio call sign, its position, the catch on board by species, the time and port where such transhipment is requested to occur, and undertake to pay all fees required by the Government.
3. For the purpose of entry into port for transhipment or any other reason, the shipowner shall appoint and maintain an agent. The agent should be a locally based company involved in fishing and registered in Kiribati.
4. Community vessels shall, wherever possible, procure the supplies and services they require in Kiribati ports.

## 12. CREW

1. Each Community vessel fishing under this Agreement shall undertake to employ two Kiribati nationals as crew-members. Conditions of service for Kiribati nationals should be as standard for the industry in Kiribati.
2. In case a Community vessel is not in the condition to employ Kiribati nationals as crew-members, 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 Kiribati fishing zone.
3. That sum shall be paid by the Government of Kiribati for the benefit of the Central Pacific Producer (CPP) Recruiting Fund.

## 13. ARREST OF FISHING VESSELS AND APPLICATION OF PENALTIES

The relevant Kiribati authorities shall inform the Delegation of the Commission and the flag State, within 48 hours, of the arrest of or application of penalties of Community vessels fishing under this Agreement and shall transmit a brief report of the circumstances and reasons leading to such an arrest or application of penalties.

The Delegation of the Commission and the flag State shall be kept informed of any proceedings initiated and penalties imposed.

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Appendix I

**Republic of Kiribati Register of Fishing Vessel Application Form**

Fisheries Licence & Enforcement Unit

Tel. (686) 21099

PO Box 64, Bairiki

Fax: (686) 21120

Republic of Kiribati

INSTRUCTIONS:

- Underline surname
- Address means complete mailing address
- Clearly mark X where appropriate; if not typed, print clearly
- All units metric; specify units if other systems used
- Affix a recent 6 x 8 inch colour side photo of the vessel to this application
- Affix a recent passport size colour portrait photo of the Fishing Master (Fish Captain).

The Chief Fisheries Officer,

I hereby apply for registration of a vessel on the National Fisheries Register.

Name of vessel ..... Application date ... / ... / ...  
(dd.mm.yy)

If this vessel was registered before, specify

Old vessel name ..... Old call sign .....

Old registration number .....

Vessel Owner:

Vessel Operator:

Name ..... Name .....

Address ..... Address .....

.....

.....

Tel. .... Tel. ....

Fax: ..... Fax: .....

Country of registration .....

Country of registration number .....

International radio call sign .....

Onboard telephone No ..... Onboard telex No .....

Home port ..... Country .....

Operational base(s):

Port 1 ..... Country 1 .....

Port 2 ..... Country 2 .....

Vessel Master: .....	Fishing Master (Fish Captain):	
Name .....	Name .....	
Date of Birth ... / ... / ... (dd/mm/yy)	Date of Birth ... / ... / ... (dd.mm.yy)	
Social security No .....	Social security No .....	
Nationality .....	Nationality .....	
Home address .....	Home address .....	
.....	.....	
Vessel Type:		
Single purse <input type="checkbox"/>	Seiner long-liner <input type="checkbox"/>	
Group purse seiner <input type="checkbox"/>	Pole and liner <input type="checkbox"/>	
Purse seine carrier <input type="checkbox"/>	Long-line reefer <input type="checkbox"/>	
Support craft <input type="checkbox"/>	Bunker <input type="checkbox"/>	
If other, specify .....		
Usual number of crew .....		
State(s) of authorised area of operation .....		
Hull material: Steel <input type="checkbox"/> Wood <input type="checkbox"/> FRP <input type="checkbox"/> Aluminium <input type="checkbox"/>		
If other, specify .....		
Year built .....	Place built .....	
Gross tonnage .....	Overall length .....	
Main engine(s) power (specify units) .....		
Maximum fuel carrying capacity ..... Kilolitres/Gallons		
Daily freezing capacity (more than one, if appropriate):		
Method	Capacity Metric tons/day	Temperature (C)
Brine (NaCl) Br	.....	.....
Brine (CaCl) CB	.....	.....
Air (blast) BF	.....	.....
Air (coils) RC	.....	.....
If other, specify: .....	.....	.....
Storage capacity (more than one, if appropriate):		
Method	Capacity Cubic meters	Temperature (C)
Ice IC	.....	.....
Refrigerated sea water RW	.....	.....
Brine (NaCl) BR	.....	.....
Brine (CaCl) CB	.....	.....
Air (coils) RC	.....	.....

Complete either A, B, or C below as appropriate.

A. For purse seine vessels:

Helicopter registration No ..... Helicopter model .....

Net length (metres) ..... Net Depth (metres) .....

Power block net pull ..... Kilos

Purse winch bare drum line pull ..... Metres per minute

Doppler current meter present? Y/N (please circle your response)

Bird radar present? Y/N (please circle your response)

Number of wells:

    Stern ..... Storage capacity ..... St/Mt

    Bow ..... Storage capacity ..... St/Mt

Support craft:

    Skiff length ..... Metre/feet      power of engine ..... HP/PS

    Speedboat 1 Length ..... Metre/feet      power of engine ..... HP/PS

    Speedboat 2 Length ..... Metre/feet      power of engine ..... HP/PS

    Speedboat 3 Length ..... Metre/feet      power of engine ..... HP/PS

B. For long-line vessels:

Maximum number of baskets ..... Main line length in Km .....

Maximum number of hooks .....

Main line material .....

Line shooter present? Y/N (please circle your response)

C. For support craft:

Activities (more than one, if appropriate)

    Light-boat            Scouting-boat     

    Anchor-boat            Aircraft     

If other, specify .....

Fishing vessel(s) supported .....

.....

I declare that the above information is true and complete. I understand, I am required to report within 30 days any changes to the above information, including the change in Vessel Master and Fish Captain during the period of registration. I further understand that failure to do so may affect the good standing of my vessel on the Fishing Vessel Register.

Applicant:

Name ..... Signature .....

OWNER       CHARTERER       AUTHORISED AGENT

Address .....

.....

.....

Tel. .... Fax: ..... Telex .....

## Appendix II

**APPLICATION FORM FOR A FISHING LICENCE**

1. New application or renewal: .....
2. Name of vessel and flag: .....  
.....
3. Period of validity: from ..... to .....
4. Name of shipowner: .....  
.....
5. Address of shipowner: .....  
.....  
.....
6. Name and address of charterer (if different from 4 and 5): .....  
.....  
.....
7. Name and address of official representative in Kiribati: .....  
.....
8. Name of the captain of the vessel: .....
9. Type of vessel: .....
10. Registration number: .....
11. Vessel's external identification: .....
12. Port and country of registration: .....
13. Overall length and breadth of vessel: .....
14. Gross and net tonnage: .....
15. Make and power of main engine: .....
16. Freezer capacity (t/d): .....
17. Hold capacity (m<sup>3</sup>): .....
18. Radio call sign and frequency: .....
19. Other communications equipment (telex, fax): .....
20. Fishing applicants: .....  
.....
21. Number of crew broken down by nationality: .....  
.....
22. Number of fishing licence (in the case of a renewal, attach licence): .....  
.....

I, the undersigned, ....., certify that the above information is correct and undertake to comply therewith.

.....  
.....

(Stamp and signature of shipowner)

(Date)

\_\_\_\_\_





## Appendix IV

## REPORTING DETAILS

REPORTS TO THE CHIEF FISHERIES OFFICER  
Tel. (686) 21099 Fax (686) 21120 Telex (761) 77039

## 1. Reporting of entry to the zone

24 hours prior to entering the fishery limits:

- (a) report code (ZENT);
- (b) registration or licence number;
- (c) call sign or signal letters;
- (d) date of entry (dd.mm.yy);
- (e) time of entry (GMT);
- (f) position of entry;
- (g) total catch on board by weight by species:
 

Skipjack	(S)	___ · ___ (Mt)
Yellowfin	(YF)	___ · ___ (Mt)
Others	(OT)	___ · ___ (Mt);

e.g. ZENT/89TKS-PS001TN/JJAP2/11.10.89/0635Z/0230N;17610E/SK-510:YF-120:OT-10.

## 2. Reporting of departure from the zone

Immediately upon leaving the fishery limits:

- (a) report code (ZDEP);
- (b) registration or licence number;
- (c) call sign or signal letters;
- (d) date of departure;
- (e) time of departure (GMT);
- (f) position of departure;
- (g) catch on board by weight by species:
 

Skipjack	(S)	___ · ___ (Mt)
Yellowfin	(YF)	___ · ___ (Mt)
Others	(OT)	___ · ___ (Mt);

(h) total catch in zone by weight by species (like catch on board);

(i) total fishing days (the actual number of days in which a set was made in the zone);

e.g. ZDEP/89TKS-PS001TN/JJAP2/21.10.89/1045Z/0125S;16730E/SJ-450:YF-190:OT-4/SJ-42:BE-70:OT-1/14.

## 3. Weekly position and catch reporting while within the zone

Every Tuesday while within the fishery limits after the entry report or the last weekly report:

- (a) report code (WPCR);
- (b) registration or licence number;
- (c) call sign or signal letters;
- (d) date of WPCR (dd.mm.yy);
- (e) reporting position;
- (f) catch since the last report:
 

Skipjack	(S)	___ · ___ (Mt)
Yellowfin	(YF)	___ · ___ (Mt)
Others	(OT)	___ · ___ (Mt);

(g) fishing days since the last report;

e.g. WPCR/89TKS-PS001TN/JJAP2/11.12.89/0140N;16710W/SJ-23:YF-9:OT-2.0/7.



## 4. Port entry, including entry for transshipment, re-provisioning, discharging crew or emergency

At least 48 hours before the vessel enters port:

- (a) report code (PENT);
- (b) registration or licence number;
- (c) call sign or signal letters;
- (d) date of reporting (dd.mm.yy);
- (e) reporting position;
- (f) port name;
- (g) estimated time of arrival (LST) dd.mm:hhmm;
- (h) catch on board by weight by species:
 

Skipjack	(SJ)	___ · ___ (Mt)
Yellowfin	(YF)	___ · ___ (Mt)
Others	(OT)	___ · ___ (Mt);

(i) reason for visiting port;

e.g. PENT/89TKS-PS001TN/JJAP2/24.12.89/0130S;17010E/BETIO/26.12:1600L/SJ-562:YF-150:OT-4/  
TRANSSHIPPING.

## 5. Port departure

Immediately after leaving port:

- (a) report code (PDEP);
- (b) registration or licence number;
- (c) call sign or signal letters;
- (d) date of reporting (GMT) dd.mm.yy;
- (e) port name;
- (f) date and time of departure (LST) dd.mm.hhmm;
- (g) catch on board by weight by species:
 

Skipjack	(SJ)	___ · ___ (Mt)
Yellowfin	(YF)	___ · ___ (Mt)
Others	(OT)	___ · ___ (Mt);

(h) next destination;

e.g. PDEP/89TKS-PS001TN/JJAP2/30.12.89/BETIO/29.12:1600L/SJ-0.0:YF-0.0:OT-4/FISHING GROUND.

## 6. Entry into or departure from a closed area

At least 12 hours before entering and immediately after leaving the closed area:

- (a) report type (ENCA for entry and DECA for exit);
- (b) registration or licence number;
- (c) call sign or signal letters;
- (d) date of ENCA or DECA;
- (e) time of ENCA or DECA (GMT) dd.mm.yy:hhmm;
- (f) position of ENCA or DECA (to one minute of arc);
- (g) speed and course;
- (h) reason for ENCA;

e.g. ENCA/89TKS-PS001TN/JJAP2/30.12.89:1645Z/0130S;17010E/7:320/ENTER PORT.

## 7. Refuelling notice

At least 24 hours before refuelling from a licensed tanker

- (a) report type (FUEL);
- (b) registration or licence number;
- (c) call sign or signal letters;
- (d) date of reporting (GMT);
- (e) position of reporting (to one minute of arc);
- (f) amount of fuel on board (Kilolitres);
- (g) estimated date of bunkering;
- (h) estimated position of bunkering;
- (i) name of tanker;

e.g. FUEL/89TKS-PS001TN/JJAP2/06.02.90/0130S;17010E/35/08.02.90/0131S;17030E/CHEMSION.

## 8. Bunkering Activity Report

Immediately after refuelling from a licensed tanker:

- (a) report type (BUNK);
- (b) registration or licence number;
- (c) call sign or signal letters;
- (d) starting date and time of bunkering (GMT dd.mm.yy:hhmm);
- (e) starting position of bunkering;
- (f) amount of fuel received in kilolitres;
- (g) ending time of bunkering (GMT);
- (h) ending position of bunkering;
- (i) name of tanker;

e.g. BUNK/89TKS-S001TN/JJAP2/08.02.90:1200Z/0131S;17030E/160/08.02.90:1800Z/ 0131S;17035E/  
CRANE PHOENIX.

## 9. Transhipment Activity Report

Immediately after transhipping at an authorised port in Kiribati to a licensed carrier vessel:

- (a) report type (TSHP);
- (b) registration or licence number;
- (c) call sign or letters;
- (d) date of discharge (dd.mm.yy);
- (e) port of discharge;
- (f) transhipped catch by weight by species:

Skipjack (SJ) \_\_\_\_ · \_\_\_\_ (Mt)

Yellowfin (YF) \_\_\_\_ · \_\_\_\_ (Mt)

Others (OT) \_\_\_\_ · \_\_\_\_ (Mt);

- (g) name of reefer carrier;
- (h) destination of catch;

e.g. TSHP/89TKS-PS001TN/JJAP2/11.12.89/BETIO/SJ-450:YF-150:OT-0.0/JJAPAN STAR/PAGO PAGO.

## 10. Completion Report

Within 48 hours after completing a trip by discharging catch at other fishing ports (outside Kiribati) including operational port, or home port:

- (a) report type (COMP);
- (b) vessel name;
- (c) licence number;
- (d) call sign or signal letters;
- (e) date of discharge (dd.mm.yy);
- (f) discharged catch by species:

Skipjack (SJ) \_\_\_\_ · \_\_\_\_ (Mt)

Yellowfin (YF) \_\_\_\_ · \_\_\_\_ (Mt)

Others (OT) \_\_\_\_ · \_\_\_\_ (Mt);

- (g) name of port;

e.g. COMP/89TKS-PS001TN/JJAP2/26.12.89/SJ-670:YF-65:OT-0.0/BETIO.