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Contents

I Acts whose publication is obligatory

- ★ **Council Regulation (EC) No 805/2006 of 25 April 2006 concerning the conclusion of the Partnership Agreement between the European Community and the Federated States of Micronesia on fishing in the Federated States of Micronesia** 1
- Partnership Agreement between the European Community and the Federated States of Micronesia on fishing in the Federated States of Micronesia** 3

II Acts whose publication is not obligatory

Commission

2006/382/EC:

- ★ **Commission Decision of 22 May 2006 on the extension of the limited recognition of the Hellenic Register of Shipping to the Republic of Malta** (notified under document number C(2006) 1990) ⁽¹⁾ 31

⁽¹⁾ Text with EEA relevance.

I

(Acts whose publication is obligatory)

COUNCIL REGULATION (EC) No 805/2006

of 25 April 2006

concerning the conclusion of the Partnership Agreement between the European Community and the Federated States of Micronesia on fishing in the Federated States of Micronesia

THE COUNCIL OF THE EUROPEAN UNION,

Having regard to the Treaty establishing the European Community, and in particular Article 37 in conjunction with Article 300 (2) and the first subparagraph of Article 300(3) thereof,

Having regard to the proposal from the Commission,

Having regard to the opinion of the European Parliament,

Whereas:

(1) The Community and the Federated States of Micronesia (FSM) have negotiated and initialled a Partnership Fisheries Agreement providing Community fishermen with fishing opportunities in the waters over which the Federated States of Micronesia has sovereignty or jurisdiction in respect of fisheries.

(2) That Agreement provides for economic, financial, technical and scientific cooperation in the fisheries sector with a view to guaranteeing the conservation and sustainable exploitation of resources, as well as partnerships between undertakings aimed at developing economic activities in the fisheries sector and related activities in the common interest.

(3) That Agreement should be approved.

(4) The allocation of the fishing opportunities to the Member States should be defined.

(5) The Member States whose vessels fish under this Agreement are to notify the Commission of the quantities of each stock caught within the FSM's fishing zone in accordance with Commission Regulation (EC) No 500/2001 of 14 March 2001 laying down detailed rules for the application of Council Regulation (EEC) No 2847/93 on the monitoring of catches taken by Community fishing vessels in third-country waters and on the high seas ⁽¹⁾,

HAS ADOPTED THIS REGULATION:

Article 1

The Partnership Agreement between the European Community and the Federated States of Micronesia on fishing in the Federated States of Micronesia (hereinafter referred to as the Agreement) is hereby approved on behalf of the Community.

The text of the Agreement is attached to this Regulation.

Article 2

The fishing opportunities set out in the Protocol to the Agreement shall be allocated to the Member States as follows:

— freezer tuna seiners:	Spain:	75 % of fishing possibilities available
	France:	25 % of fishing possibilities available
— surface longliners:	Spain:	8 vessels
	Portugal:	4 vessels.

⁽¹⁾ OJ L 73, 15.3.2001, p. 8.

If licence applications from these Member States do not cover all the fishing opportunities fixed by the Protocol, the Commission may take into consideration licence applications from any other Member State.

Article 3

This Regulation shall enter into force on the seventh day after its publication in the *Official Journal of the European Union*.

This Regulation shall be binding in its entirety and directly applicable in all Member States.

Done at Luxembourg, 25 April 2006.

For the Council

The President

J. PRÖLL

PARTNERSHIP AGREEMENT**between the European Community and the Federated States of Micronesia on fishing in the Federated States of Micronesia**

THE EUROPEAN COMMUNITY,

hereinafter referred to as the Community, and

THE GOVERNMENT OF FEDERATED STATES OF MICRONESIA,

hereinafter referred to as FSM;

Both collectively referred to as the Parties,

CONSIDERING THE close cooperation and cordial relations between the Community and FSM, particularly in the context of the Lomé and Cotonou Agreements, and their common desire to further maintain and develop these relations,

CONSIDERING THE wish of FSM to promote the rational exploitation of its fishery resources by means of intensified cooperation and the desire of the Community fishing vessels to have access to the exclusive economic zone (EEZ) of FSM,

RECALLING THAT, in respect of conservation, management and the rational exploitation of highly migratory fish stocks, FSM exercises its sovereign rights or jurisdiction over a zone extending up to 200 nautical miles from the baselines of its coasts,

HAVING REGARD TO the United Nations Convention on the Law of the Sea of 1982 and to the United Nations Fish Stock Agreement (UNFSA);

AWARE OF the importance of the principles established by the Code of Conduct for Responsible Fisheries adopted at the FAO Conference in 1995,

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 the principles and practices of international law and in due consideration to practices established at regional level,

DETERMINED TO cooperate, in their mutual interest, in promoting the enhancement of responsible fisheries to ensure the long-term conservation and sustainable exploitation of living marine resources,

CONVINCED THAT such cooperation must take the form of initiatives and measures which, whether taken jointly or separately, are complementary, consistent with policy and ensure synergy of effort,

DECIDED, to these ends, to establish a dialogue with a view to assist FSM in defining a sectoral fisheries policy in FSM and identifying the appropriate means of ensuring that this policy is effectively implemented and that economic operators and civil society are involved in the process,

DESIROUS OF establishing terms and conditions governing the fishing activities of Community vessels in the FSM EEZ and Community support for the enhancement of responsible fishing in that EEZ,

RESOLVED TO pursue closer economic cooperation in the fishing industry and related activities through the encouragement of direct fisheries investment including the setting up of joint enterprises involving companies from both Parties,

HAVE AGREED AS FOLLOWS:

Article 1

Scope

This Agreement establishes the principles, rules and procedures governing:

- (a) economic, financial, technical and scientific cooperation in the fisheries sector with a view to enhancing responsible fishing in the FSM EEZ to ensure the conservation and sustainable exploitation of fisheries resources, and developing the FSM fisheries sector;
- (b) the conditions governing access by Community fishing vessels to FSM EEZ;
- (c) the arrangements for monitoring fisheries in FSM EEZ with a view to ensuring that the above rules and conditions are complied with;
- (d) the measures for an effective conservation and management of fish stocks;
- (e) the prevention of illegal, unreported and unregulated (IUU) fishing; and
- (f) the promotion of cooperation among economic operators including partnerships between companies aimed at developing economic activities in the fisheries sector and related activities, in the common interest.

Article 2

Definitions

For the purposes of this Agreement:

- (a) 'FSM authorities' means FSM National Oceanic Resource Management Authority (NORMA);
- (b) 'Community authorities' means the European Commission;
- (c) 'FSM Exclusive Economic Zone' means the waters over which FSM has sovereign right or jurisdiction in respect of fisheries, identified by Title 18 and 24 of the Code of the FSM;
- (d) 'Community vessel' means a fishing vessel flying the flag of a Member State and registered in the Community;
- (e) 'Joint enterprise' means a commercial company set up in FSM by vessel owners or national enterprises from the Parties in order to engage in fishing or related activities;

(f) 'Joint Committee' means a committee made up of representatives of the Community and FSM whose functions are described in Article 9 of this Agreement;

(g) 'fishing' means:

- (i) searching for, catching, taking or harvesting fish;
 - (ii) attempting to search for, catch, take or harvest fish;
 - (iii) engaging in any other activity which can reasonably be expected to result in locating, catching, taking or harvesting fish;
 - (iv) placing, searching for or recovering fish aggregating devices or associated electronic equipment such as radio beacons;
 - (v) any operation at sea directly in support of or in preparation for any activity described in subparagraphs (i) to (iv); and
 - (vi) use of any other vehicle, air or seaborne, for any activity described in subparagraphs (i) to (v) except for emergencies involving health and safety of the crew or the safety of a vessel;
- (h) 'fishing vessel' means any vessel used or intended for use for the purpose of fishing, including support ships, carrier vessels, and any other vessels directly involved in such fishing operations;
- (i) 'operator' means any person who is in charge of, or is responsible for the operation of, or directs or controls a fishing vessel, including the owner, charterer or master;
- (j) 'transhipment' means the unloading of any or all of the fish on board a fishing vessel onto another fishing vessel in a designated port.

Article 3

Principles and objectives referred to on the implementation of this Agreement

1. The Parties hereby undertake to promote responsible fishing in the FSM EEZ based on the principle of non-discrimination between the different fleets fishing in the zone, without prejudice to agreements concluded between developing countries within a geographical region, including reciprocal fisheries agreements.

2. The Parties shall cooperate with a view to assisting the FSM in defining and implementing a sectoral fisheries policy in FSM EEZ and shall to that end initiate a policy dialogue on the necessary reforms. They hereby undertake to inform and consult each other on any change in the sectoral fisheries policy.

3. The Parties shall also cooperate on carrying out *ex ante*, ongoing and *ex post* evaluations, both jointly and unilaterally, of measures, programmes and actions implemented on the basis of this Agreement.

4. The Parties hereby undertake to ensure that this Agreement is implemented in accordance with the principles of good economic and social governance.

5. The employment of FSM seamen on board Community vessels shall be governed by the International Labour Organisation (ILO) Declaration on Fundamental Principles and Rights at Work, which shall apply as of right to the corresponding contracts and general terms of employment. This concerns in particular the freedom of association and the effective recognition of the right to collective bargaining, and the elimination of discrimination in respect of employment and occupation.

Article 4

Scientific cooperation

1. During the period covered by this Agreement, the Community and FSM shall exchange information on the ongoing state of resources in FSM EEZ; a joint scientific meeting shall be held when necessary to recommend measures to the Joint Committee as provided for in Article 9.

2. The Parties shall consult each other, either directly or within the international organisations concerned, to ensure the management and conservation of living resources in the Western and Central Pacific, and to cooperate in the relevant scientific research.

Article 5

Access by community vessels to FSM EEZ

1. FSM hereby undertakes to authorise Community vessels to engage in fishing activities in its EEZ in accordance with this Agreement, including the Protocol and Annex thereto.

2. The fishing activities governed by this Agreement shall be subject to the laws and regulations of the FSM. FSM shall notify the Commission of any amendments to the said laws and regulations as soon as practicable and shall apply three months after notification.

3. FSM has responsibility for the effective implementation of the fisheries monitoring provisions in the Protocol. Community vessels shall comply with such monitoring requirements. The steps taken by FSM to regulate fishing in the interest of the conservation of fishery resources shall be based on objective and scientific criteria. They shall apply without discrimination to Community, FSM and foreign vessels, without prejudice to agreements concluded between developing countries within a

single geographical region, including reciprocal fisheries agreements.

4. The Community shall take all the appropriate steps required to ensure that its vessels comply with this Agreement and the laws and regulations governing fisheries in the FSM EEZ.

Article 6

Licences

The procedure for obtaining a fishing licence for a vessel, the fees applicable and the method of payment to be used by ship owners shall be as set out in the Annex to the Protocol.

Article 7

Financial contribution

1. The Community shall grant FSM a single financial contribution in accordance with the terms and conditions laid down in the Protocol and Annexes without prejudice to financing accorded to the FSM under the Cotonou Agreement. This single contribution shall be calculated on the basis of two related elements, namely:

- (a) access by Community vessels to the FSM EEZ; and
- (b) the Community's financial support for enhancing responsible fishing and the sustainable exploitation of fisheries resources in FSM EEZ.

2. The part of the financial contribution referred to in paragraph 1(b) shall be determined and managed in the light of objectives identified by common accord between the Parties in accordance with the Protocol, to be achieved in the context of the sectoral fisheries policy of the FSM and in accordance with an annual and multiannual programme for its implementation.

3. The financial contribution granted by the Community shall be paid each year in accordance with the Protocol and without prejudice to the provisions of this Agreement and its Protocol on any change of the amount of the contribution as a result of:

- (a) serious circumstances, other than natural phenomena, preventing fishing activities in FSM EEZ, in accordance with Article 14 of this Agreement;
- (b) a reduction in the fishing opportunities granted to Community vessels made by mutual agreement between the Parties for the purposes of managing the stocks concerned, where this is considered necessary for the conservation and sustainable exploitation of resources on the basis of the best available scientific advice, in accordance with Article 4 of the Protocol;

- (c) an increase in the fishing opportunities granted to Community vessels, made by mutual agreement between the Parties where the best available scientific advice concurs that the state of resources so permits, in accordance with Articles 1 and 4 of the Protocol;
- (d) a reassessment of the terms of Community financial support for implementing a sectoral fisheries policy in FSM, in accordance with Article 5 of the Protocol, where this is warranted by the results of the annual and multiannual programming observed by both Parties;
- (e) termination of this Agreement under Article 12;
- (f) suspension of the implementation of this Agreement under Article 13.

Article 8

Promoting cooperation among economic operators and in civil society

1. The Parties shall encourage economic, commercial, scientific and technical cooperation in the fisheries sector and related sectors. They shall consult one another with a view to coordinating the different measures that might be taken to this end.
2. The Parties shall encourage exchanges of information on fishing techniques and gear, preservation methods and the industrial processing of fisheries products.
3. The Parties shall endeavour to create conditions favourable to the promotion of relations between enterprises from the Parties in the technical, economic and commercial spheres, by encouraging the establishment of an environment favourable to the development of business and investment.
4. The Parties shall encourage direct investment, in particular, the setting-up of joint enterprises in their mutual interest. The creation of joint enterprises in FSM and the transfer of Community vessels to joint enterprises shall systematically comply with FSM and Community legislation.

Article 9

Joint Committee

1. A Joint Committee shall be set up to monitor the implementation of this Agreement. The Joint Committee shall perform the following functions:
 - (a) monitoring the performance, interpretation and implementation of this Agreement and, in particular, the definition of the annual and multiannual programming referred to in Article 5(2) of the Protocol and evaluation of its implementation;
 - (b) providing the necessary liaison for matters of mutual interest relating to fisheries and in particular measures to ensure the sustainable management of fisheries resources;

- (c) acting as a forum for the amicable settlement of any disputes regarding the interpretation or implementation of this Agreement;
- (d) reassessing, where necessary, the level of fishing opportunities and, consequently, of the financial contribution. Consultations shall be based on the principles set out under Articles 1, 2, and 3 of the Protocol;
- (e) any other function which the Parties decide on by mutual agreement.

2. The Joint Committee shall meet at least once a year, alternately in the Community and in FSM, and shall be chaired by the Party hosting the meeting. It shall hold a special meeting at the request of either of the Parties.

Article 10

Geographical area to which this Agreement applies

This Agreement shall apply, on the one hand, to the territories in which the Treaty establishing the European Community applies, under the conditions laid down in that Treaty and, on the other hand, to the territory of FSM.

Article 11

Duration

This Agreement shall apply for nine years from the date of its entry into force; it shall be renewable for additional periods of three years, unless notice of termination is given in accordance with Article 12.

Article 12

Termination

1. This Agreement may be terminated by either Party in the event of serious circumstances such as the degradation of the stocks concerned, the discovery of a reduced level of exploitation of the fishing opportunities granted to Community vessels, or failure to comply with undertakings made by the Parties with regard to combating illegal, unreported and unregulated fishing.
2. The Party concerned shall notify the other Party of its intention to withdraw from this Agreement in writing at least six months before the date of expiry of the initial period or each additional period.
3. Dispatch of the notification referred to in paragraph 2 shall open consultations by the Parties.
4. Payment of the financial contribution referred to in Article 7 for the year in which the termination takes effect shall be reduced proportionately and *pro rata temporis*.

5. Before the end of the period of validity of any Protocol to this Agreement, the parties shall hold negotiations to establish by agreement what amendments or additions to the Protocol and the Annex are required.

Article 13

Suspension and review of the payment of the financial contribution

1. Implementation of this Agreement may be suspended at the initiative of one of the Parties in the event of a serious disagreement as to the implementation of provisions laid down in this Agreement or its Protocol and Annex. Such suspension shall require the Party concerned to notify its intention in writing at least three months before the date on which suspension is due to take effect. On receipt of this notification, the Parties shall enter into consultations with a view to resolving their differences amicably.

2. Payment of the financial contribution referred to in Article 7 shall be reduced proportionately and *pro rata temporis*, according to the duration of the suspension.

Article 14

Suspension of the payment of the financial contribution on grounds of *force majeure*

1. Where serious circumstances, other than natural phenomena, prevent fishing activities in FSM EEZ, the European Community may suspend payment of the financial contribution provided for in Article 2 of the Protocol, following consultations between the two parties where possible, and provided that the

Community has paid in full any amounts due at the time of suspension.

2. Payment of the financial contribution shall resume as soon as the parties find, by mutual agreement following consultations, that the circumstances preventing fishing activities are no longer present and that the situation allows a resumption of fishing activities. This payment should be done within a time limit of two months upon confirmation from both parties.

3. The validity of the licences granted to Community vessels under Article 6 of this Agreement and Article 1 of the Protocol shall be extended by a period equal to the period during which fishing activities were suspended.

Article 15

Protocol and Annex

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

Article 16

Entry into force

1. This Agreement, drawn up in duplicate in the Czech, Danish, Dutch, English, Estonian, Finnish, French, German, Greek, Hungarian, Italian, Latvian, Lithuanian, Maltese, Polish, Portuguese, Slovak, Slovene, Spanish and Swedish languages, each of these texts being equally authentic, shall enter into force on the date on which the Parties notify each other that their adoption procedures have been completed.

2. It shall apply with effect not before 1 January 2005.

PROTOCOL

setting out the fishing opportunities and financial contribution provided for in the Partnership Agreement between the European Community and the Federated States of Micronesia on fishing in the Federated States of Micronesia

Article 1

Period of application and fishing opportunities

1. FSM shall grant annual fishing licences to Community tuna fishing vessels pursuant to Article 6 of the Agreement, in conformity with Title 24 of the Code of the FSM and within 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 a period of three years from the date of entry into force of this Protocol the fishing opportunities foreseen under Article 5 of the Agreement shall provide annual licences to fish simultaneously within FSM EEZ for six purse seine vessels and 12 long-liners.

3. Starting from the second year of application of this Protocol and without prejudice to Article 9(d) of the Agreement and Article 4 of this Protocol, at the request of the Community, the number of fishing licences for purse seine vessels granted in Article 1(2) of this Protocol may be increased. This will be possible only if resources permit and in accordance with the Palau Arrangement yearly limitations and 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.

4. Paragraphs 1, 2 and 3 shall apply subject to Articles 4, 6 and 7 of this Protocol.

Article 2

Financial contribution — Methods of payment

1. The single financial contribution referred to in Article 7 of the Agreement shall be EUR 559 000 per year.

2. Paragraph 1 shall apply subject to Articles 4 of this Protocol and to Articles 13 and 14 of the Agreement.

3. If the total quantity of tuna catches per year by Community vessels in the FSM EEZ exceeds 8 600 tons, the total annual financial contribution shall be increased by EUR 65 per additional ton of tuna caught. However, the total annual amount to be paid by the Community cannot exceed the triple of the amount of the financial contribution referred to in paragraph 1.

4. For each additional purse seine licence granted by FSM pursuant to Article 1(3), the Community shall increase the financial contribution referred to in Article 2(1) of this Protocol by EUR 65 000 per year.

5. Payment shall be made no later than three months after the entry of the Agreement into force for the first year and no later than the anniversary date of this Protocol for the following years.

6. Subject to Article 5 of this Protocol, FSM shall have full discretion regarding the use to which this financial contribution is put.

7. The financial contribution shall be paid into the General Fund Account of the FSM held at the Bank of FSM, Pohnpei Branch. The annual financial contribution to be paid by the Community in exchange for the granting of additional annual licences pursuant to Articles 1(3) and 2(4) of this Protocol shall be paid into the same account. The banking details shall be communicated by NORMA to the European Commission before the entry into force.

8. Copies of payments or wire transfers shall be forwarded to NORMA as evidence of payments made.

Article 3

Cooperation on responsible fishing

1. Both parties hereby undertake to promote responsible fishing in the FSM EEZ based on the principle of non discrimination between the different fleets fishing in those waters.

2. During the period covered by this Protocol, the Community and FSM shall monitor the state and sustainability of resources in the FSM EEZ.

3. Based on the conclusions of the annual meeting of the members to the Palau Arrangement and on the yearly assessment of stocks done by the Secretariat of the Pacific Community, the two parties shall consult each other within the Joint Committee provided for in Article 9 of the Agreement and, where necessary and by mutual agreement, take measures to ensure the sustainable management of fisheries resources.

Article 4

Review of fishing opportunities

1. The fishing opportunities referred to in Article 1 of this Protocol may be increased by mutual agreement in so far as the conclusions of the annual meeting of the Palau Arrangement members and the annual review of the status of stocks made by the Secretariat of the Pacific Community confirm that such an

increase will not endanger the sustainable management of FSM's fisheries resources. In this case the financial contribution referred to in Article 2(1) of this Protocol shall be increased proportionately and *pro rata temporis*.

2. Conversely, if the parties agree to adopt measures resulting in a reduction in the fishing opportunities provided for in Article 1 of this Protocol, or if a reduction is required as a result of a decision of the Parties to the Palau Arrangement, the financial contribution shall be reduced proportionally and *pro rata temporis*.

3. The allocation of the fishing opportunities among different categories of vessels may also be reviewed by mutual agreement between the parties, provided that any changes comply with any recommendations made by the scientific meeting regarding the management of stocks liable to be affected by such redistribution. The parties shall agree on the corresponding adjustment of the financial contribution where the redistribution of fishing opportunities so warrants.

Article 5

Support for enhancing responsible fishing in FSM

1. FSM shall define and implement a sectoral fisheries policy with a view to enhancing responsible fishing. A share of 18 % of the single financial contribution referred to in Article 2(1) of this Protocol shall be put towards these objectives. This contribution shall be managed in the light of objectives identified by mutual agreement between the two parties, and the annual and multiannual programming to attain them.

2. For the purposes of paragraph 1, as soon as this Protocol enters into force and no later than three months after that date, the Community and FSM shall agree, within the Joint Committee provided for in Article 9 of the Agreement, on a multiannual sectoral programme and detailed implementing rules covering, in particular:

- (a) annual and multiannual guidelines for using the percentage of the financial contribution referred to in paragraph 1;
- (b) the objectives, both annual and multiannual, to be achieved with a view to introducing, over time, responsible fishing and sustainable fisheries, taking account of the priorities expressed by FSM in its national fisheries policy and other policies relating to or having an impact on the enhancement of responsible fishing and sustainable fisheries;
- (c) criteria and procedures for evaluating the results obtained each year.

3. Any proposed amendments to the multiannual sectoral programme must be approved by both parties within the Joint Committee.

4. Each year, FSM shall allocate the percentage of the single financial contribution referred to in paragraph 1 with a view to implementing the multiannual programme. For the first year of application of this Protocol, that allocation must be notified to the Community at the time when the multiannual sectoral programme is approved within the Joint Committee. For each

year thereafter, FSM shall notify the European Commission of the new allocation no later than 45 days before the anniversary date of this Protocol.

5. The 18 % share of the single financial contribution provided for in paragraph 1 shall be controlled by NORMA.

6. Where the annual evaluation of the progress made in implementing the multiannual sectoral programme so warrants, the European Commission may ask for the share of the single financial contribution referred to in Article 5(1) of this Protocol to be reduced with a view to bringing the actual amount of financial resources allocated to implementation of the programme into line with its results.

Article 6

Disputes — Suspension of implementation of this Protocol

1. Any dispute between the parties over the interpretation of this Protocol or its application shall be the subject of consultations between the parties within the Joint Committee provided for in Article 9 of the Agreement, in a special meeting if necessary.

2. Without prejudice to Article 7 of this Protocol, implementation of this Protocol may be suspended at the initiative of one party if the dispute between the parties is deemed to be serious and if the consultations held within the Joint Committee under paragraph 1 of this Article have not resulted in an amicable settlement.

3. Suspension of implementation of this Protocol shall require the interested party to notify its intention in writing at least three months before the date on which suspension is due to take effect.

4. In the event of suspension, the parties shall continue to consult with a view to finding an amicable settlement to their dispute. Where such settlement is reached, implementation of this Protocol shall resume and the amount of the financial contribution shall be reduced proportionately and *pro rata temporis* according to the period during which application of this Protocol was suspended.

Article 7

Suspension of implementation of this Protocol on grounds of non-payment

Subject to Article 9 of the Agreement, if the Community fails to make the payments provided for in Article 2 of this Protocol, the implementation of this Protocol may be suspended on the following terms:

- (a) NORMA shall notify the European Commission of the non-payment. The latter shall make the necessary verifications and, where necessary, transmit the payment within no more than 45 working days of the date of receipt of the notification.
- (b) If no payment is made and non-payment is not adequately justified within the period provided for in point (a), FSM

shall be entitled to suspend the implementation of this Protocol. They shall inform the European Commission of such action forthwith.

services, and the purchase of supplies, shall be governed by the applicable national laws and regulations in FSM.

- (c) Implementation of this Protocol shall resume as soon as the payment concerned has been made.

Article 9

Article 8

National laws and regulations

The activities of vessels operating under this Protocol and the Annex thereto, in particular transshipment, the use of port

Entry into force

This Protocol with its Annex shall enter into force on the date of the entry into force of the Agreement.

ANNEX

Conditions governing fishing activities by Community vessels in the FSM

CHAPTER I

APPLICATION FORMALITIES AND ISSUE OF LICENCES

SECTION 1

Issue of licences

1. Only authorised vessels may obtain a licence to fish in the Exclusive Economic Zone of the Federated States of Micronesia (FSM EEZ).
2. For a vessel to be authorised, the owner and the master must have fulfilled all prior obligations arising from their fishing activities in the Federated States of Micronesia (FSM) under the Agreement. The vessel itself must be in good standing on the Regional Register and Vessel Monitoring System Register.
3. All Community vessels applying for a fishing licence must be represented by an agent resident in FSM. The name, address and contact numbers of that agent shall be stated in the licence application.
4. The European Commission shall present to the Executive Director of the National Oceanic Resource Management Authority (Executive Director) via the Delegation of the European Commission responsible for FSM (hereinafter the Delegation), an application for each vessel wishing to fish under the Agreement at least 30 days before the beginning of the requested term of validity.
5. Applications shall be submitted to the Executive Director on the appropriate forms as drawn up in accordance with the specimen in Appendix 1a in case of first licence application and 1b in case of licence renewal.
6. All licence applications shall be accompanied by the following documents:
 - (a) payment or proof of payment of the fee for the period of validity of the licence;
 - (b) a copy of the tonnage certificate, certified by the flag Member State, giving the tonnage of the vessel expressed in gross registered tonnage (GRT) or gross tonnage (GT);
 - (c) a recent, certified colour photograph, of at least 15 cm × 10 cm, showing a side view of the vessel in its current state;
 - (d) any other documents or certificates required under the specific rules applicable to the type of vessel concerned pursuant to this Protocol;
 - (e) a certificate of good standing on the Regional Register and Regional VMS Register;
 - (f) a copy of the certificate of insurance in English valid for the duration of the licence;
 - (g) an application fee or proof of payment of EUR 250 per vessel;
 - (h) an observer contribution fee of EUR 500.
7. All the fees shall be paid into the account named in Article 2(7) of the Protocol.
8. The fees shall include all national and local charges except for port taxes, service charges and transshipment fees.
9. Licences for all vessels shall be issued to ship owners or their agents via the Delegation within 30 working days of receipt of all the documents referred to in point 6 by the Executive Director.

10. If a licence is signed at a time when the Delegation offices are closed, it shall be sent direct to the vessel's agent — and a copy shall be sent to the Delegation.
11. Licences shall be issued for a specific vessel and shall not be transferable.
12. At the request of the Community and where *force majeure* is proven, a vessel's licence shall be replaced by a new licence for another vessel whose features are similar to those of the first vessel, with no further fee due. The total catch by both vessels concerned will be taken into account when the level of catches by Community vessels is taken into consideration to determine if any additional payments are to be made by the Community according to Article 2(3) of the Protocol.
13. The owner of the first vessel, or the agent, shall return the licence to be cancelled to the Executive Director via the Delegation.
14. The new licence shall take effect on the day the Executive Director issues the licence. The Delegation in the FSM shall be informed of the new licence.
15. The licence must be kept on board at all times, prominently displayed in its wheelhouse, without prejudice to point 1 of Chapter IX of this Annex. For a reasonable period of time after issuance of the licence, not to exceed 45 days, and pending receipt by the vessel of the original licence, a facsimile, or other documentation approved by the Executive Director, of the actual and valid original licence shall constitute sufficient evidence of a valid licence for the purpose of surveillance, monitoring and enforcement of this Agreement.

SECTION 2

Licence conditions — Fees and advance payments

1. Licences shall be valid for one year. They may be renewable. Renewal of licences shall be subject to the number of available fishing possibilities established by the Protocol.
2. The fee shall be EUR 35 per tonne caught within the FSM EEZ.
3. Licences shall be issued once the following standard amounts have been paid to the account named in Article 2(7) of the Protocol:
 - (a) EUR 15 000 per tuna seiner vessel, equivalent to the fees due for 428 tonnes of tuna and tuna-like species caught per year;
 - (b) EUR 4 200 per surface long-liner, equivalent to the fees due for 120 tonnes of tuna and tuna-like species caught per year.
4. The final statement of the fees due for the fishing year shall be drawn up by the European Commission by 30 June each year for the amounts caught during the year before and on the basis of the catch declarations made by each ship owner. The data should be confirmed by the scientific institutes responsible for verifying catch data of the Community (Institut de Recherche pour le Développement (IRD), the Instituto Español de Oceanografía (IEO) or the Instituto Português de Investigação Marítima (IPIMAR)) and by the Secretariat of the Pacific Community (SPC). On the basis of those confirmed statement of catches figures the Commission shall establish a statement of the fees due in respect of each licence period, calculated on the basis of EUR 35 per ton caught.

5. The fee statement drawn up by the Commission shall be transmitted to the Executive Director for verification and approval.

The National Oceanic Resource Management Authority (NORMA) may question the fee statement within 30 days from the invoice of the statement and, in case of disagreement, request the call of the Joint Committee.

If no objections are raised within 30 days from the invoice of the statement, the fee statement is considered to be accepted by FSM.

6. The final fee statement shall simultaneously be notified without delay to the Executive Director, to the Delegation, to the SPC and to the shipowners via their national administrations.
7. Any additional payments shall be made by the shipowners to the FSM within 45 days from notification of the confirmed final statement into the account named in Article 2(7) of the Protocol.

8. However, if the amount of the final statement is lower than the advance referred to in point 3 of this Section, the resulting balance shall not be reimbursable to the shipowner.

CHAPTER II

FISHING ZONES AND FISHING ACTIVITIES

1. The vessels referred to in Article 1 of the Protocol shall be authorised to engage in fishing activities within FSM EEZ, except in the territorial waters and named banks as depicted in charts: DMAHTC NO 81019 (2nd ed. March 1945; revised 7/17/72, corrected through NM 3/78 of June 21, 1978, DMAHTC NO. 81023 (3rd ed. Aug. 7 1976) and DMAHATC NO. 81002 (4th ed. Jan. 26, 1980 corrected through NM 4/48). The Executive Director shall communicate to the Commission any modification to the said closed areas at least two months before their application.
2. In any case, all fishing shall not be permitted within two nautical miles radius of any anchored fish-aggregating device of the Government of the FSM, or any other citizen or entity for which notification of its location shall be given by geographical coordinates and 1 nautical mile from any submerged reef as depicted in the charts in paragraph 1 above.
3. Only fishing for tuna and tuna-like species shall be permitted by purse seine and longline vessels. Any incidental by-catch of a species of fish other than tuna shall be reported to NORMA.
4. No bottom fishing or coral fishing is permitted within the FSM EEZ.
5. Community vessels shall be required to stow all fishing gear whenever such vessels are within the internal waters of each State, the Territorial Sea or within one mile of submerged reefs.
6. Community vessels shall conduct all fishing activities in a manner which will not disrupt traditional, local-based fisheries, and shall release all turtles, marine mammals and reef fish in a manner which will provide this miscellaneous catch with the greatest chance of survival.
7. Community vessels, their masters and operators shall conduct all fishing activities in a manner which will not disrupt the fishing operations of other fishing vessels and shall not interfere with the fishing gear of other fishing vessels.
8. Community vessels fishing in the FSM EEZ shall not tranship their catch at sea under any circumstances.

CHAPTER III

CATCH REPORTING ARRANGEMENTS

1. For the purposes of this Annex, the duration of a voyage by a Community vessel shall be defined as follows:
 - (a) either the period elapsing between entering and leaving FSM EEZ;
 - (b) or the period elapsing between entering FSM EEZ and a transhipment;
 - (c) or the period elapsing between entering FSM EEZ and a landing in the FSM port.
2. All Community vessels authorised to fish in the waters of FSM under the Agreement shall be obliged to communicate their catches to the Executive Director in the following manner:
 - (a) declarations shall include the catches made by the vessel during each trip. They shall be transmitted to the Executive Director by electronic means, with a copy to the Delegation, at the end of each trip and, in all cases, before the vessel leaves FSM EEZ. Electronic receipts shall be sent at once to the vessel by both addressees, with a copy to the other;
 - (b) the original of the declarations sent electronically during the annual period of validity of the licence within the meaning of point 2(a) above shall be transmitted on a physical medium to the Executive Director within 45 days following the end of the last trip made during the said period. Hard copies shall be sent to the European Commission at the same time;

- (c) Community vessels shall declare their catches on the corresponding catch report forms, as provided in Appendix 2a or 2b, as appropriate. The words 'Outside Federated States of Micronesia EEZ' shall be entered in the abovementioned catch report in respect of periods during which the vessel is not in the waters of FSM;
 - (d) on the catch report form the Community vessels shall be required to report the date, time and position of the vessel for each set made by the vessel as well as full and complete information as to the catch for each set. If no sets were made by a vessel for a particular day, or if a set is made and no fish are caught, the vessel shall be required to report this information on the daily catch report form. On days when no fishing operations are conducted, before midnight local time of that day, the vessel must record on the catch report form the fact that no operations were conducted;
 - (e) each Community vessel shall make the daily catch reports immediately available for inspection by enforcement officers and other individuals and entities authorised by NORMA;
 - (f) for incidental by-catch of species other than tuna, the Community vessels shall report the species of fish taken and the size and quantity of each species by weight or number, as specified in the catch report form whether the catch is kept on board the vessel or was returned to the sea;
 - (g) the catch report forms shall be filled in legibly on a daily basis and signed by the master of the ship.
3. Where the provisions set out in this chapter are not complied with, FSM reserves the right to suspend the licence of the offending vessel until formalities have been completed and to apply the penalty laid down in applicable FSM laws and regulations. The European Commission shall be informed thereof.

CHAPTER IV

EMBARKING SEAMEN

1. Each Community vessel fishing under the Agreement shall undertake to employ at least one FSM national as a crew member. Condition of service for FSM nationals should be as standard for the industry in the FSM.
2. In case a Community vessel is not in the condition to employ one FSM national as a crew member and for reasons other than that referred to in point 8 below, ship owners 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 FSM EEZ. That sum shall be used for the training of seamen/fishermen in FSM and shall be paid into the Account named in Article 2(7) of the Protocol.
3. Shipowners shall be free to select the seamen they take on board their vessels from the names on a list submitted by the Executive Director.
4. The shipowner or agent shall inform the Executive Director of the names of FSM seamen taken on board the vessel concerned, mentioning their position in the crew.
5. The International Labour Organisation (ILO) Declaration on Fundamental Principles and Rights at Work shall apply as of right to seamen signed on by Community vessels. This concerns in particular the freedom of association and the effective recognition of the right to collective bargaining, and the elimination of discrimination in respect of employment and occupation.
6. FSM seamen's employment contracts, a copy of which shall be given to the signatories, shall be drawn up between the shipowners' agent(s) and the seamen and/or their trade unions or representatives in consultation with the Executive Director. These contracts shall guarantee the seamen the social security cover applicable to them, including life insurance and sickness and accident insurance.
7. FSM seamen's wages shall be paid by the shipowners. They shall be fixed, before licences are issued, by mutual agreement between the shipowners or their agents and the Executive Director. However, the wage conditions granted to FSM seamen shall not be lower than those applied to FSM crews and shall under no circumstances be below ILO standards.

8. All seamen employed aboard Community vessels shall report to the master of the vessel designated on the day before their proposed embarkation date. Where a seaman fails to report at the date and time agreed for embarkation, shipowners shall be automatically absolved of their obligation to take the seaman on board. The Executive Director shall be promptly notified of the payment.

CHAPTER V

TECHNICAL SPECIFICATIONS

The Community vessels shall comply with the measures taken by the FSM and by the Parties to the Palau Arrangement regarding fishing gear and the technical specifications thereof and all other technical measures applicable to their fishing activities.

CHAPTER VI

OBSERVERS

1. At the time of lodging a licence application, each Community vessel concerned shall contribute an observer placement fee as specified in Section 1(6)(h) of Chapter I of this Annex into the account named in Article 2(7) of the Protocol, specifically for the observer's programme.
2. Community vessels authorised to fish in the FSM EEZ under the Agreement shall take on board observers appointed by NORMA on the terms set out below:
 - (a) the Executive Director shall determine each year the scope of the programme for observation on board on the basis of the number of vessels authorised to fish in the waters under its jurisdiction and the state of the resources targeted by those vessels. It shall determine accordingly the number or percentage of vessels by category of fishery which shall be required to take an observer on board;
 - (b) the Executive Director shall draw up a list of vessels designated to take an observer on board and a list of appointed observers. These lists shall be kept up to date. They shall be forwarded to the Commission as soon as they have been drawn up and every three months thereafter where they have been updated;
 - (c) the Executive Director shall inform the shipowners concerned, or their agents, of his intentions to take on board an appointed observer on their vessels at the time the licence is issued, or no later than 15 days before the observer's planned embarkation date and whose name shall be notified as soon as possible.
3. The time spent on board by observers shall be fixed by the Executive Director but, as a general rule, it should not exceed the time required to carry out their duties. The Executive Director shall inform the shipowners or their agents thereof when notifying them of the name of the observer appointed to be taken on board the vessel concerned.
4. Within two weeks and giving 10 days' notice, the shipowners concerned shall make known at which FSM ports and on what dates they intend to take observers on board.
5. Where observers are taken on board in a foreign port, their travel costs shall be borne by the shipowner. Should a vessel with an observer from FSM on board leave the FSM EEZ, all measures must be taken to ensure the observer's return to the FSM as soon as possible at the expense of the ship owner.
6. If the observer is not present at the time and place agreed and during the six hours following the time agreed, shipowners shall be automatically absolved of their obligation to take the observer on board.
7. Observers shall be treated as officers. They shall carry out the following tasks:
 - (a) observe the fishing activities of the vessels;
 - (b) verify the position of vessels engaged in fishing operations;
 - (c) perform biological sampling in the context of scientific programmes;
 - (d) note the fishing gear used;

- (e) verify the catch data for FSM EEZ recorded in the catch report;
 - (f) verify the percentages of by-catches and estimate the quantity of discards of species of marketable fin-fish, crustaceans, cephalopods and marine mammals;
 - (g) report fishing data once a week by radio, including the quantity of catches and by-catches on board.
8. Captains and masters shall permit authorised observers of the FSM to board the authorised vessels operating within the FSM EEZ and shall do everything in their power to ensure the physical safety and welfare of observers during performance of their duties:
- (a) the captain or master shall allow and assist such authorised observer to board the vessel for scientific, monitoring, and other functions;
 - (b) the captain or master shall assist the observer to have full access and to use facilities and equipment on board the vessel, which the authorised observer may determine necessary to carry out the observer's duties;
 - (c) observers shall have access to the bridge, fish on board and areas, which may be used to hold, process, weigh and store fish;
 - (d) observers may remove a reasonable number of samples and shall have full access to the vessel's records, including its logs, catch reports, and documentation for the purpose of inspection and copying; and
 - (e) observers shall be allowed to gather any other information relating to fisheries in the EEZ.
9. While on board, observers shall:
- (a) take all appropriate steps to ensure that their presence on the vessel does not interfere in the normal operation of the vessel;
 - (b) respect the material and equipment on board and the confidentiality of all documents belonging to the said vessel.
10. At the end of the observation period and before leaving the vessel, the observer shall draw up an activity report to be signed in the presence of the master who may provide additional comments considered relevant, followed by the master's signature. Copies of the report shall be provided to the master when the observer is put ashore and to the Delegation.
11. Shipowners shall bear the cost of accommodating observers in the same conditions as the officers on the vessel.
12. The salary and social contributions of the observer shall be borne by the FSM Government.

CHAPTER VII

VESSEL IDENTIFICATION AND ENFORCEMENT

1. For fisheries and marine safety purposes, every vessel shall be marked and identified in accordance with the Food and Agricultural Organisation (FAO) approved standard specification for the marking and identification of fishing vessels.
2. The name of the vessel will be printed clearly in Latin characters on the bow and the stern of the vessel.
3. Any vessel not displaying its name and radio call sign or signal letters in the prescribed manner may be escorted to a FSM port for further investigation.
4. A vessel operator shall ensure the continuous monitoring of the international distress and calling frequency (2 182) kHz (HF), and/or the international safety and calling frequency (156,8) MHz (Channel 16, VHF-FM) to facilitate communication with the fisheries management, surveillance and enforcement authorities of the FSM Government.
5. A vessel operator shall ensure that a recent and up to date copy of the International code of Signals (Interco) is on board and accessible at all times.

CHAPTER VIII

COMMUNICATION WITH PATROL VESSELS OF THE FEDERATED STATES OF MICRONESIA

Communication between the permitted vessels and the patrol vessels of the Government shall be made by international signal codes as follows:

International Signal Code — Meaning:

L	Stop immediately
SQ3	Stop or slow down, I wish to board your vessel
QN	Lay your vessel along the starboard side of our vessel
QN1	Lay your vessel along the port side of our vessel
TD2	Are you a fishing vessel?
C	Yes
N	No
QR	We cannot lay our vessel alongside your vessel
QP	We will lay our vessel alongside your vessel

CHAPTER IX

MONITORING

1. The European Commission shall keep an up-to-date list of the vessels to which a fishing licence has been issued under this Protocol. This list shall be notified to the FSM authorities responsible for fisheries inspection as soon as it is drawn up and each time it is updated. The ship owner may then obtain a certified copy of this list to be kept on board instead of the fishing licence until the licence has been issued.
2. *Entering and leaving the zone*
 - (a) Community vessels shall notify the Executive Director at least 24 hours in advance of their intention to enter and immediately upon departure from the FSM EEZ. As soon as the vessels enter the FSM EEZ, they shall inform the Executive Director by fax or e-mail in accordance with the specimen provided in Appendix 3 or by radio.
 - (b) When notifying departure, vessels shall also communicate their position and the volume and species in catches kept on board in accordance with the specimen provided in Appendix 3. These communications shall be made preferably by fax, but failing this, in the case of vessels without a fax, by e-mail or by radio.
 - (c) Vessels found to be fishing without having informed the Executive Director shall be regarded as vessels without a licence.
 - (d) Vessels shall also be informed of the fax and telephone numbers and e-mail address of NORMA when the fishing licence is issued.
3. *Control procedures*
 - (a) Captains or masters of Community vessels engaged in fishing activities in the FSM EEZ shall allow and facilitate boarding and the discharge of their duties by any FSM authorised enforcement official responsible for the inspection and control of fishing activities at any time within the FSM EEZ or the Territorial Waters or internal waters of each State of the FSM.
 - (b) Enforcement officials shall have full access to the vessel's records, including its logs, catch reports, documentation and any electronic device used for recording or storing data, and the captain or master of the vessel shall permit such authorised officials to make notation on any permit issued by NORMA or other documentation required under the Agreement.

- (c) The captain or master shall immediately comply with all reasonable instructions given by the authorised officials, and shall facilitate safe boarding, and facilitate the inspection of the vessel, gear, equipment, records, fish and fish products.
- (d) The vessel's captain, master or crew shall not assault, obstruct, resist, delay, refuse boarding, intimidate, or interfere with an authorised official in the performance of duties.
- (e) These officials shall not remain on board for longer than is necessary for the discharge of their duties.
- (f) Once the inspection has been completed, a certificate shall be issued to the master of the vessel.

4. *Arrest of fishing vessels*

- (a) The Executive Director shall inform the Delegation, within 48 hours, of all arrests and penalties imposed on Community vessels in the FSM EEZ.
- (b) The Delegation shall at the same time receive a brief report of the circumstances and reasons leading to the arrest.

5. *Statement of arrest*

- (a) After the inspection officer has drawn up a statement, the master of the vessel shall sign it.
- (b) This signature shall not prejudice the rights of the master or any defence which he may make to the alleged infringement.
- (c) The master shall take the vessel to a port designated by the inspection officer. In the case of minor infringements, the Executive Director may authorise the boarded vessel to continue its fishing activities.

6. *Consultation meeting in the event of arrest*

- (a) Before any measures regarding the master or the crew of the vessel or any action regarding the cargo and equipment of the vessel are considered, other than those to safeguard evidence relating to the presumed infringement, a consultation meeting shall be held, within one working day of the receipt of the above information, between the Delegation and the Executive Director, possibly attended by a representative of the Member State concerned.
- (b) At the meeting, the Parties shall exchange any relevant documentation or information helping to clarify the circumstances of the established facts. The shipowner or its agent shall be informed of the outcome of the meeting and of any measures resulting from the arrest.

7. *Settlement of arrest*

- (a) Before any judicial procedure, an attempt shall be made to resolve the presumed infringement through a compromise procedure. This procedure shall end no later than four working days after the arrest.
- (b) In the event of an amicable settlement, the amount of the fine shall be determined in accordance with FSM legislation.
- (c) If the case cannot be settled by amicable procedure and has to be brought before a competent judicial body, a bank security set to take account of the arrest costs and the fines and compensation payable by the parties responsible for the infringement shall be paid by the ship owner into the account named in Article 2(7) of the Protocol.
- (d) The bank security shall be irrevocable until the legal proceedings have been concluded. It shall be released once legal proceedings end without a conviction. Similarly, in the event of a conviction leading to a fine of less than the security lodged, the balance shall be released by the competent judicial body in charge of the legal proceedings.

- (e) The vessel shall be released and its crew authorised to leave the port:
 - 1. once the obligations arising under the amicable settlement have been fulfilled; or
 - 2. when the bank security referred to in point 7(c) has been lodged and accepted by the competent judicial body, pending completion of the legal proceedings.

8. *Transshipment*

- (a) Community vessels wishing to tranship catches in the waters of FSM shall do so within FSM designated ports.
- (b) The owners of such vessels must notify the following information to the Executive Director at least 48 hours in advance in accordance to the specimen provided in Appendix 3(4).
- (c) Transshipment shall be considered as an exit from FSM EEZ. Vessels must therefore submit their catch declarations to the Executive Director and state whether they intend to continue fishing or leave the FSM EEZ.
- (d) Any transshipment of catches not covered above shall be prohibited in the FSM EEZ. Any person infringing this provision shall be liable to the penalties under the FSM laws.

9. *Bunkering*

Where bunkering takes place during a voyage in the FSM, the Community vessels shall report such activity in accordance with the specimen provided in Appendix 3(6).

- 10. Captains of Community fishing vessels engaged in landing or transshipment operations in a FSM port shall allow and facilitate the inspection of such operations by FSM inspectors. Once the inspection has been completed, a certificate shall be issued to the Captain of the vessel.

CHAPTER X

VESSEL MONITORING SYSTEM

- 1. Each Community vessel shall be required to comply with the regional Vessel Monitoring System (VMS) currently applicable in the FSM EEZ. Each Community vessel shall have installed, maintained, and fully operational at all times on board, an automatic location communicator (ALC). The vessel and the operator agree not to tamper with, remove or have removed any ALC from the vessel after installation, except for the purposes of maintenance and repair as required. The operator and each vessel shall be responsible for the purchase, maintenance and operational costs of the ALC, and shall cooperate fully with NORMA in its utilisation.
- 2. Point 1 above does not preclude the Parties from considering alternative VMS options.

CHAPTER XI

ENVIRONMENTAL RESPONSIBILITY

- 1. Community vessels recognise the need to preserve the fragile (marine) environmental conditions of the lagoons and atolls of the FSM and the Community vessels shall not discharge any substance that is likely to cause damage to, or deterioration in, the quality of marine resources.
- 2. Community vessels shall not discharge fish or by-catch into any port or give away fish or by-catch to any persons or entities without prior written authorisation by the appropriate authority in the affected FSM State and prior written approval from NORMA.

CHAPTER XII

OPERATOR LIABILITY

- 1. The operator shall ensure that its vessels are seaworthy and contain adequate life safety equipment and survival gear for each passenger and member of the crew.

2. For the protection of the FSM, its States, and the citizens and residents thereof, the operator shall maintain adequate and complete insurance coverage on its vessel through an internationally recognised insurance carrier acceptable to NORMA for all areas under the jurisdiction of the FSM, including areas within the lagoons and atolls, the Territorial Sea, submerged reefs, and the EEZ as evidenced by the certificate of insurance referred to in Section 1(6)(f) of Chapter 1 of this Annex.
3. In the event a Community vessel is involved in a maritime accident or incident in FSM waters (including internal waters, the Territorial Sea and the EEZ), resulting in damages of any kind to the environment, to property or to any person, the vessel and the operator shall immediately notify NORMA and the FSM Secretary of the Department of Transportation, Communications and Infrastructure.

CHAPTER XIII

APPLICABLE LAWS, RULES AND REGULATIONS

The vessel and its operators shall strictly comply with this Annex and with the laws, rules, and regulations of the FSM and its States and international treaties, conventions, and fisheries management agreements to which the FSM is a party. Failure to comply strictly with this Annex and with the laws, rules, and regulations of the FSM and its States may result in substantial fines and other civil and criminal penalties.

Appendices

1. Licence application forms
 - (a) Fishing permit application and registration
 - (b) Renewal permit application
2. Catch report forms
 - (a) Purse seine logsheet
 - (b) Longline logsheet
3. Report details

Appendix 1a



APPLICATION FOR REGISTRATION & PERMIT FOR FOREIGN FISHING VESSELS

National Oceanic Resource Management Authority
P.O. Box PS122
Palikir, Pohnpei FM 96941
Federated States of Micronesia

Phone: (691) 320-2700/5181
Fax: (691) 320-2838
E-mail: norma@mail.fm

INSTRUCTIONS:

- **Applicant MUST sign and date the application; otherwise, not valid.**
- Address means complete mailing address.
- Clearly mark ☒ where appropriate.
- All units in metrics; specify units if other systems used.
- Affix a recent 15 x 20 cm colour side photo of the vessel to this application, showing Vessel Name and Registration Number.
- Attach a copy of Forum Fisheries Agency (FFA) Regional Register and Vessel Monitoring System (VMS) Certificates.

If this vessel was registered before, specify:

Old vessel name _____
Old registration No _____
Old international radio call sign _____

Regional requirements:

FFA registration No _____
FFA VMS registration No _____
Type of ALC _____

Vessel Identification:

Name of vessel _____

Vessel type (Select as appropriate)

Single purse seiner ☐

Fish carrier/Reefer ☐

Search boat ☐

Longliner ☐

Bunker ☐

Other ☐

Pole and liner ☐

Group purse seiner ☐

Specify _____

Country of registration _____

Country of registration No _____

International Radio Call Sign _____

Vessel Owner:

Name _____
Address _____

Vessel operator/Charterer:

Name _____
Address _____

Vessel master:

Name _____
Address _____

Fishing master:

Name _____
Address _____

Operational Base(s):

Port 1/Country _____

Port 2/Country _____

Port 3/Country _____

Flag/State of authorised
fishing area _____

1 year

☐

6 months

☐

3 months

☐

Other
(Specify)

☐

Select duration of permit as applicable and specify the preferred effective date.

Vessels Specifications:

Hull material:

Steel ☐

Wood ☐

FRP ☐

If other, specify _____

Year built _____

Gross tonnage _____

Place built _____

Overall length _____

Crew _____

Main engines power

Size _____

(specify units) _____

Fuel carrying capacity
(1 000 litres) _____

Daily freezing capacity (Select more than one, if appropriate):			
Method		Capacity (tonnes/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 metres)	Temperature (c)
Ice	IC ☐	_____	_____
Refrigerated sea water	RW ☐	_____	_____
Brine (NaCl)	BR ☐	_____	_____
Brine (CaCl)	CB ☐	_____	_____
Air (Coils)	RC ☐	_____	_____
If other, specify _____		_____	_____

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

A. For purse seine vessels:

Helicopter registration No _____	Net length (metres) _____
Helicopter model _____	Net depth (metres) _____
Support craft	
Name 1 _____	Type 1 _____
Name 2 _____	Type 2 _____
Name 3 _____	Type 3 _____

B. For pole and line vessels:

Number of automatic poling devices (0 if none) _____

Bait storage (more than one, if appropriate)

Circulation method (x where appropriate)

Natural	NN ☐	Capacity (Cubic metres)
Circulation	CR ☐	_____
Refrigerated	RC ☐	_____

C. For longline vessels:

Average number of baskets _____	Mainline length km _____
Average number of hooks per basket _____	
Mainline material _____	

D. For support vessels:

Activities (more than one, if appropriate)

Refrigerated carrier ☐	Scouting boat ☐
Anchor boat ☐	Supply/Mother ship ☐
If other, specify _____	
Fishing vessel(s) Supported _____	

I declare that the above information is true and complete. I understand, I am required to report any changes to the above information immediately, and further understand that failure to do so may affect good standing on the FFA Regional Register. This application is filed pursuant to

_____	_____
Agreement name	Agreement effective date

Applicant:

State whether owner, charter or duly agent: _____

Applicant name: _____	Phone: _____
Address: _____	Fax: _____
Signature: _____	E-mail: _____
	Date: _____

Appendix 1b

APPLICATION FOR PERMIT RENEWAL
FOR FOREIGN FISHING VESSELS

National Oceanic Resource Management Authority
PO Box PS122
Palikir, Pohnpei FM 96941
Federated States of Micronesia

Phone: (691) 320-2700/5181
Fax: (691) 320-2838
E-mail: norma@mail.fm

INSTRUCTIONS:

- This application form is applicable ONLY to a vessel renewing her fishing permit under the same Fishing Access Agreement from which her first permit (or previous permits) was issued.
- Applicant MUST sign and date the application; otherwise, not valid.
- Address means complete mailing address.
- Clearly mark the boxes ☒ where appropriate.

Regional requirements:

FFA registration No _____

FFA VMS Registration No _____

Vessel details:

Name of vessel _____

Previous permit No _____

Country of registration (Flag) _____

Flag State registration No _____

International radio call sign _____

Vessel type (Gear)

Single purse seiner ☐Fish carrier/Reefer ☐Search boat ☐Longliner ☐Bunker ☐Other (specify) ☐ _____Pole and liner ☐Group purse seiner ☐

Permit details (Select the duration of permit as applicable and specify the preferred effective date)

1 year ☐6 months ☐3 months ☐

Permit effective date _____

I hereby apply to renew permit for the above fishing vessel with National Oceanic Resource Management Authority (NORMA) in the Federated States of Micronesia.

I declare that the above information is true and complete. I understand, I am required to report any changes to the above information immediately, and further understand that failure to do so may affect the validity of my fishing permit and good standing on the FFA Regional Register. This application is filed pursuant to

Agreement name

Agreement effective date

Applicant:

State whether owner, charter or duly agent: _____

Applicant name: _____

Address: _____

Signature: _____

Phone: _____

Fax: _____

Email: _____

Date: _____

SOUTH PACIFIC REGIONAL PURSE-SEINE LOGSHEET

Page _____ of _____

Name of vessel:		Fishing permit or licence number(s):		Year:
Name of fishing company:	FFA regional register No:	Name of agent in port of unloading:	Port of departure:	Port of unloading:
Country of registration:	FFA type approved alc (y/n) ?	— All dates and times must be UTC/GMT — All weights must be metric tonnes	Date and time of departure:	Date and time of arrival in port:
Registration No in country of registration:	International radio call sign:		Amount of fish onboard at start of trip:	Amount of fish onboard after unloading:

[illegible]

[illegible]

Appendix 3

Reporting details**Report to NORMA**

Fax: (691) 320-2383, E-mail: norma@mail.fm

1. Reporting of entry to the FSM EEZ

24 hours prior to entering the FSM EEZ

- (a) Report code ZENT
- (b) Vessel name
- (c) Permit number
- (d) Date of entry (dd.mm.yy)
- (e) Time of entry (GMT)
- (f) Position of entry
- (g) Total catch on board
 - (i) For purse seine, provide catch by weight by species:

Skipjack	(SKJ)____.____(mt)
Yellowfin	(YFT)____.____(mt)
Others	(OTH)____.____(mt)
 - (ii) For longline, provide catch by number by species:

Yellowfin	(YFT)____.____(mt)
Bigeye	(BET)____.____(mt)
Albacore	(ALB)____.____(mt)
Shark	(SHK)____.____(mt)
Others	(OTH)____.____(mt)

e.g. ZENT/COSMOS/F031-EUCPS-00000-01/10-5-04/0635Z/1230N; 150E/SKJ: 200; YFT: 90; OTH: 50

2. Reporting of departure from the FSM EEZ

Immediately upon leaving the fishery limits:

- (a) Report code ZDEP
- (b) Vessel name
- (c) Permit number
- (d) Date of departure (dd.mm.yy)
- (e) Time of departure (GMT)

(f) Position of departure

(g) Total catch on board

(i) For purse seine, provide catch by weight by species:

Skipjack (SKJ)____.(mt)

Yellowfin (YFT)____.(mt)

Others (OTH)____.(mt)

(ii) For longline, provide catch by number by species:

Yellowfin (YFT)____.(mt)

Bigeye (BET)____.(mt)

Albacore (ALB)____.(mt)

Shark (SHK)____.(mt)

(h) Total catch made in FSM EEZ by weight or by number (as appropriate) by species (like catch on board)

(i) Total fishing days

e.g. ZDEP/COSMOS/F031-EUCPS-00000-01/20-5-04/0635Z/1300N; 145E/SKJ: 300; YFT: 130; OTH: 80/FSMEEZ;
SKJ: 100; YFT: 40; OTH: 30/10

3. Weekly position and catch reporting while within the FSM EEZ.

Every Wednesday at noon time while within the fishery limits after the entry report or the last weekly report in the FSM EEZ.

(a) Report code WPCR

(b) Vessel name

(c) Permit number

(d) Date of weekly Position (dd.mm.yy)

(e) Position of WPCR

(f) Catch since last report

(i) For purse seine, provide catch by weight by species:

Skipjack (SKJ)____.(mt)

Yellowfin (YFT)____.(mt)

Others (OTH)____.(mt)

(ii) For longline, provide catch by number by species:

Yellowfin (YFT)____.(mt)

Bigeye (BET)____.(mt)

Albacore (ALB)____.(mt)

Shark (SHK)____.(mt)

Others (OTH)____.(mt)

(g) Number of fishing days during the week

e.g. WPCR/COSMOC/F031-EUCPS-00000-01/12-5-04/0530N; 14819E/SKJ: 200; YFT: 90; OTH: 50/10

4. Port departure

Immediately after leaving port,

(a) Report code PDEP

(b) Vessel name

(c) Permit number

(d) Date of departure (dd.mm.yy)

(e) Time of departure (GMT)

(f) Port of departure

(g) Total catch on board

(i) For purse seine, provide catch by weight by species:

Skipjack (SKJ)____.(mt)

Yellowfin (YFT)____.(mt)

Others (OTH)____.(mt)

(ii) For longline, provide catch by number by species:

Yellowfin (YFT)____.(mt)

Bigeye (BET)____.(mt)

Albacore (ALB)____.(mt)

Shark (SHK)____.(mt)

Others (OTH)____.(mt)

(h) Next destination Pohnpei

e.g. PDEP/COSMOS/F031-EUCPS-00000-01/23-5-04/0635Z/Pohnpei/SKJ: 0; YFT: 0; OTH: 0

5. Bunkering activity report

Immediately after refuelling from a licensed tanker.

(a) Report code BUNK

(b) Vessel name COSMOS

(c) Permit number F031-EUCPS-0000-01

(d) Starting date and time of bunkering (GMT) DD-MM-YY: hhmm

(e) Starting position of bunkering

(f) Amount of fuel received in kl

(g) Ending date and time of bunkering (GMT)

(h) Ending position of bunkering

(i) Name of tanker KIM

e.g. BUNK/COSMOS/F031-EUCPS-00000-01/10-5-04/0635Z/1230N; 150E/160/10-5-04/1130N; 145E/KIM

6. Transshipment activity report

Immediately after transshipping at an authorised port in FSM to a licensed carrier vessel.

(a) Report code PNOT

(b) Vessel name COSMOS

(c) Permit number F031-EUCPS-0000-01

(d) Date of discharge (DD-MM-YY)

(e) Port of discharge

(f) Transshipped catch

(i) For purse seine, provide catch by weight by species:

Skipjack (SKJ)____.(mt)

Yellowfin (YFT)____.(mt)

Others (OTH)____.(mt)

(ii) For longline, provide catch by number by species:

Yellowfin (YFT)____.(mt)

Bigeye (BET)____.(mt)

Albacore (ALB)____.(mt)

Shark (SHK)____.(mt)

Others (OTH)____.(mt)

(g) Name of carrier KIN

(h) Destination of catch JAPAN

e.g. PNOT/COSMOS/F031-EUCPS-00000-01/10-5-04/PAGO PAGO/SKJ: 200; YFT: 90; OTH: 50/KIN//P

II

(Acts whose publication is not obligatory)

COMMISSION

COMMISSION DECISION

of 22 May 2006

on the extension of the limited recognition of the Hellenic Register of Shipping to the Republic of Malta

(notified under document number C(2006) 1990)

(Only the Maltese text is authentic)

(Text with EEA relevance)

(2006/382/EC)

THE COMMISSION OF THE EUROPEAN COMMUNITIES,

Having regard to the Treaty establishing the European Community,

Having regard to Council Directive 94/57/EC of 22 November 1994 on common rules and standards for ship inspection and survey organisations and for the relevant activities of maritime administrations ⁽¹⁾, and in particular Article 4(3) thereof,

Having regard to the letter of 15 September 2004 from the Maltese authorities requesting the extension to Malta of limited recognition of the Hellenic Register of Shipping (hereinafter HRS) pursuant to Article 4(2) of Directive 94/57/EC,

Whereas:

(2) Commission Decision 2001/890/EC ⁽²⁾ granted the recognition of HRS requested by Greece under Article 4(3) of the Directive. Commission Decision 2005/623/EC ⁽³⁾ extended this recognition for a period of three years from 3 August 2005, its effects being limited to Greece and Cyprus.

(3) The Commission, together with the Maltese maritime authorities, have verified that HRS meets all the criteria of the Annex to Directive 94/57/EC other than those set out in paragraphs 2 and 3 of Section A (General) of the Annex. In addition, HRS has committed itself to the objective of bringing its performance records into line with the average of the recognised organisations.

(1) Limited recognition, as provided for in Article 4(3) of Directive 94/57/EC, is granted to organisations known as classification societies which meet all the criteria of the Annex to the Directive other than those set out in paragraphs 2 and 3 of Section A (General), but it is limited in time and scope in order for the organisations concerned to gain further experience.

(4) The measures provided for in this Decision are in accordance with the opinion of the COSS Committee set up by Article 7 of Directive 94/57/EC,

⁽¹⁾ OJ L 319, 12.12.1994, p. 20.

⁽²⁾ OJ L 329, 14.12.2001, p. 72.

⁽³⁾ OJ L 219, 24.8.2005, p. 43.

HAS ADOPTED THIS DECISION:

Article 2

This Decision is addressed to the Republic of Malta.

Article 1

Done at Luxembourg, 22 May 2006

The effects of the limited recognition of the Hellenic Register of Shipping granted by Decision 2001/890/EC are extended to the Republic of Malta.

For the Commission

Jacques BARROT

Vice-President
