REPUBLIC OF VANUATU

AGREEMENT ON STRENGTHENING IMPLEMENTATION OF THE NIUE TREATY ON COOPERATION IN FISHERIES SURVEILLANCE AND LAW ENFORCEMENT IN THE SOUTH PACIFIC REGION (RATIFICATION) ACT NO. 2 OF 2014

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REPUBLIC OF VANUATU

Assent: **19/06/2014**
Commencement: **02/07/2014**

AGREEMENT ON STRENGTHENING IMPLEMENTATION OF THE NIUE TREATY ON COOPERATION IN FISHERIES SURVEILLANCE AND LAW ENFORCEMENT IN THE SOUTH PACIFIC REGION (RATIFICATION) ACT NO. 2 OF 2014

An Act to provide for the ratification of the Agreement on Strengthening Implementation of the Niue Treaty on Cooperation in Fisheries Surveillance and Law Enforcement in the South Pacific Region.

Be it enacted by the President and Parliament as follows-

1 Ratification

The Agreement on Strengthening Implementation of the Niue Treaty on Cooperation in Fisheries Surveillance and Law Enforcement in the South Pacific Region is ratified.

A copy of the Agreement is attached.

2 Commencement

This Act comes into force on the day on which it is published in the Gazette.

AGREEMENT ON STRENGTHENING IMPLEMENTATION OF THE NIUE TREATY ON COOPERATION IN FISHERIES SURVEILLANCE AND LAW ENFORCEMENT IN THE SOUTH PACIFIC REGION

THE PARTIES TO THIS AGREEMENT:

RESPONDING to the call by the Pacific Islands Forum Leaders to strengthen mechanisms to protect fisheries resources, particularly in recognition of their importance to the social and economic development of the region;

GIVING EFFECT to the direction by fisheries and law enforcement Ministers in July 2010 to develop a multilateral agreement that will strengthen fisheries management and provide a robust legal framework for more integrated, cost-effective and efficient maritime surveillance in the region;

DETERMINED to strengthen and extend the framework for monitoring, control and surveillance in the Niue Treaty on Cooperation in Fisheries Surveillance and Law Enforcement in the South Pacific Region 1992, and existing subsidiary agreements and arrangements;

FURTHER DETERMINED to actively cooperate to enhance the reach and effectiveness of their monitoring, control and surveillance resources in enforcing their fisheries laws;

SEEKING to continuously develop and use current and emerging tools and technologies to combat illegal, unreported and unregulated fishing, including through the progressive development and implementation of national and international laws;

RECOGNISING that fisheries information is fundamental to surveillance and enforcement and seeking to share such information for fisheries and broader law enforcement purposes;

FURTHER RECOGNISING the special status of small island developing States with limited resources and vast maritime jurisdictions, and the strength that is gained by these States through cooperation;

HAVE AGREED AS FOLLOWS:

Part I – General Provisions

Article 1 – Definitions

In this Agreement:

(a) 'Administrator' means the Director-General of the Forum Fisheries Agency, who has the role described in Article 6;

(b) 'Assisting Party' means the Party offering or providing assistance;

(c) 'cooperative surveillance and enforcement activity' means any fisheries surveillance or law enforcement activity undertaken by one or more Parties in cooperation with, or on behalf of, another Party pursuant to Part II of this Agreement;

(d) 'cross-vesting' means the appointment under the national legislation of one Party of a person from another Party, as a person authorised to exercise fisheries surveillance and law enforcement functions on the appointing Party's behalf;

(e) 'fisheries data and intelligence' means the raw and analysed data relating to fisheries that is provided or made available pursuant to Part III of this Agreement;

(f) '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 the locating, catching, taking or harvesting of fish for any purpose;

(iv) placing, servicing, searching for or recovering fish aggregating devices or associated electronic equipment such as radio beacons;

(v) any operations at sea directly in support of, or in preparation for, any activity described in sub-paragraphs (i) to (iv), including transhipment;

(vi) use of any other vessel, vehicle, aircraft or hovercraft, for any activity described in subparagraphs (i) to (v) except for emergencies involving the health and safety of the crew or the safety of a vessel;

(g) 'fishing vessel' means any vessel used or intended for use for the purpose of fishing, including support vessels, carrier vessels and any other vessel directly involved in fishing operations;

(h) 'Forum Fisheries Agency' means the Secretariat of the Pacific Islands Forum Fisheries Agency established by the South Pacific Forum Fisheries Agency Convention 1979;

(i) 'Niue Treaty Information System' means the Niue Treaty Information System established under Article 7;

(j) 'National Authority' means the agency, ministry or department nominated by a Party under Article 5(1);

(k) 'Niue Treaty' means the Niue Treaty on Cooperation in Fisheries Surveillance and Law Enforcement in the South Pacific Region 1992;

(l) 'notification' means an instrument by which a Party provides authority or information required pursuant to this Agreement, using the standard forms set out in Annex C;

(m) 'Party' means a State or Territory which has consented to be bound by this Agreement and for which this Agreement is in force;

(n) 'information management facility' means the information management system used by the Administrator to store, manage and make available fisheries data and intelligence;

(o) 'Requesting Party' means the Party requesting or receiving assistance; and

(p) 'waters', in relation to a Party, means the exclusive economic zone, territorial sea, archipelagic waters and internal waters.

Article 2 – Objective

The objective of this Agreement is to enhance active participation in cooperative surveillance and enforcement activities by providing a framework for the Parties to share resources and exchange information, including fisheries data and intelligence, in order to:

(a) maximise the operational reach and effectiveness of fisheries monitoring, control and surveillance tools;

(b) prevent, deter and eliminate illegal, unreported and unregulated fishing; and

(c) contribute to broader regional law enforcement efforts;

with the purpose of supporting the continuous improvement of the management and development of the fishery resources in the region, ensuring their sustainability, and maximising the social and economic benefits.

Article 3 – Application

1. This Agreement applies to:

   (a) the provision of authority and information to facilitate and support fisheries surveillance and law enforcement activities;

   (b) cooperative surveillance and enforcement activities conducted in relation to fishing within the waters of a Party and on the high seas; and

   (c) the sharing of fisheries data and intelligence;

   to the extent provided for in this Agreement.

2. A Party may elect not to apply this Agreement in respect of the conduct of cooperative surveillance and enforcement activities in particular maritime zones or defined areas by notifying the Administrator using the operational requirements notification.

Article 4 – Relationship with other agreements

1. This Agreement shall not affect the rights and obligations of Parties arising under existing international agreements to which they are a Party, nor prejudice their ability to establish related rights and obligations in other international agreements.

2. This Agreement shall strengthen the implementation of the Niue Treaty. Where there are any differences between this Agreement and the Niue Treaty, the provisions of this Agreement shall prevail.

3. Nothing in this Agreement shall prevent a Party from conducting a fisheries surveillance or law enforcement activity pursuant to another agreement or arrangement.

Article 5 – National Authorities

1. Each Party shall nominate a National Authority to be its central point of contact for the administration of this Agreement.

2. Each Party shall provide details of a person or persons authorised to exercise the functions of the National Authority as an official contact, using the National Authority notification.

3. The functions of the National Authority, which may only be exercised by official contacts, shall include:

   (a) submitting and updating notifications in a timely manner;

   (b) using the National Authority notification to nominate:

      (i) one or more persons as an operational contact to enable efficient communication with other Parties in real-time situations; and

      (ii) persons, positions or class of personnel that may access the Niue Treaty Information System; and

   (c) communicating with other National Authorities and with the Administrator.

4. In addition, the National Authority shall be responsible for:

   (a) ensuring that reporting requirements are fulfilled;

   (b) facilitating coordination at the national level;

   (c) ensuring the implementation of national laws, policies or procedures so that information provided under this Agreement is stored, managed, used and made available in accordance with relevant security standards and data sharing protocols adopted by the Forum Fisheries Committee or such other standards and protocols as the Parties to this Agreement may adopt; and

   (d) such other responsibilities as may be necessary for the effective implementation and operation of this Agreement.

Article 6 – Role of the Administrator

1. The Administrator shall be responsible for administering and facilitating the effective operation of this Agreement.

2. The Administrator shall play an active role in assisting the Parties to achieve the objective of this Agreement and shall have the specific roles, powers, and responsibilities set out in this Agreement and in Annex B, including:

   (a) establishing and maintaining the Niue Treaty Information System;

   (b) developing, monitoring and proposing updates to standard forms, requirements and procedures;

   (c) receiving, storing, managing, using and making available notifications and fisheries data and intelligence provided pursuant to this Agreement, in accordance with relevant security standards and data sharing protocols adopted by the Forum Fisheries Committee or such other standards and protocols as the Parties to this Agreement may adopt;

   (d) monitoring and reporting to Parties on the provision of notifications and fisheries data and intelligence required under this Agreement;

(e) facilitating consultation in relation to the implementation and operation of this Agreement; and

(f) monitoring and reporting to Parties on the implementation and operation of this Agreement, and recommending ways to increase the effectiveness of this Agreement.

Article 7 – Niue Treaty Information System

1. The Administrator shall establish and maintain the Niue Treaty Information System as a secure, searchable system to store, manage, and make available authority and information provided under this Agreement.
2. Each Party shall provide the authority and information required under this Agreement to the Administrator in the form of notifications as set out in Annex C. The authority and information provided in these notifications may be amended as necessary and shall be kept up to date by the official contacts.
3. The notifications provided by the Parties shall be stored by the Administrator and, except where otherwise provided under this Agreement, be made available to all Parties in the Niue Treaty Information System.
4. The authority provided by each Party through notifications to the Administrator shall constitute a legal basis for the conduct of the activities authorised, requested or approved therein.
5. The authority and information in the Niue Treaty Information System shall be stored, managed, used and made available by the Administrator and by the Parties only in accordance with relevant security standards and data sharing protocols adopted by the Forum Fisheries Committee or such other standards and protocols as the Parties to this Agreement may adopt.
6. An official contact of a Party may provide additional information to the Administrator to be stored, managed, used and made available through the Niue Treaty Information System.
7. The Niue Treaty Information System shall be accessible only by the Administrator and persons, positions or classes of personnel nominated by an official contact of a Party under Article 5(3)(b)(ii).

Part II – Cooperation in conducting cooperative surveillance and enforcement activities

Article 8 – Cooperative surveillance and enforcement activities

1. Cooperative surveillance and enforcement activities shall:
   (a) be consistent with this Agreement and any applicable laws, policies or procedures of each Party to the activity notified under this Agreement; and
   (b) require the consent of each Party to the activity, provided by an official contact of the National Authority.
2. Using an operational requirements notification, each Party shall notify the Administrator of:

(a) applicable laws, policies or procedures for the conduct of cooperative surveillance and enforcement activities:

(i) in their waters; or

(ii) involving the use of their resources; and

(b) assistance that may be made available by that Party for cooperative surveillance and enforcement activities.

3. Prior to conducting a cooperative surveillance and enforcement activity, Parties shall record their consent using the activity notification in Annex C. The activity notification shall:

(a) include any particular conditions on the conduct of a cooperative surveillance and enforcement activity;

(b) be deposited with the Administrator in advance of the activity; and

(c) be made available by the Administrator only to other Parties, non-Parties to this Agreement or organisations as the Parties to the activity agree.

4. Consent to a cooperative surveillance and enforcement activity may be provided on a standing basis, for a specific period of time or for a specific activity.

5. In the event that the authority for, or conditions on, the conduct of a cooperative surveillance and enforcement activity agreed in an activity notification differ from that provided by the relevant Party or Parties in another notification, the authority or conditions agreed in the activity notification shall prevail and apply in relation to that cooperative surveillance and enforcement activity.

6. If, during the course of a cooperative surveillance and enforcement activity, there are reasonable grounds for believing that a fishing vessel has engaged in activities that appear to be in breach of national or international fisheries law, the Assisting Party shall advise the Requesting Party as soon as possible.

7. Following any cooperative surveillance and enforcement activity, the Assisting Party shall report on the outcomes within 14 days using the report notification in Annex C. The report notification shall:

(a) be provided to the Requesting Party;

(b) be deposited with the Administrator; and

(c) be made available by the Administrator only to other Parties, non-Parties to this Agreement or organisations as the Parties to the cooperative surveillance and enforcement activity agree.

8. For cooperative surveillance and enforcement activities conducted on a standing basis, or for a period of time exceeding 90 days, report notifications shall be provided at intervals agreed by the Parties to the activity.

9. If the Parties to a cooperative surveillance and enforcement activity agree that a report under paragraph 7 or 8 is unnecessary, they may elect not to provide a report notification by advising the Administrator in advance using the activity notification.

10. For a multilateral cooperative surveillance and enforcement activity, the relevant Parties shall nominate one Party to act as the coordinator of the activity on behalf of all the Parties to that activity. The coordinating Party shall be responsible for submitting one activity and one report notification to the Administrator on behalf of all the Parties to the multilateral cooperative surveillance and enforcement activity.

Article 9 – Use of resources

1. The Parties shall seek to cooperate in sharing resources, including personnel, vessels and aircraft, analytical systems and expertise, to conduct cooperative surveillance and enforcement activities under this Agreement.

2. Command and control of resources during cooperative surveillance and enforcement activities conducted under this Agreement shall be agreed between the participating Parties in advance and set out in the activity notification.

Article 10 – Authority

1. Prior to engaging in a cooperative surveillance and enforcement activity, all personnel and assets must be appropriately authorised in accordance with relevant national law.

2. Prior to engaging in a cooperative surveillance and enforcement activity, the Requesting Party shall:

   (a) ensure that personnel from Assisting Parties participating in the activity are appropriately authorised under its national law by cross-vesting of relevant powers;

   (b) notify the Administrator, using the cross-vesting notification, of personnel that are authorised under subparagraph (a), including a clear statement of the extent of the authority that may be exercised in the conduct of that activity; and

   (c) confirm through the activity notification that consent has been given for assets from Assisting Parties to participate in the cooperative surveillance and enforcement activity.

3. Prior to engaging in a cooperative surveillance and enforcement activity, the Assisting Party shall:

   (a) ensure that its personnel and assets participating in the activity are appropriately authorised under its national law; and

   (b) notify the Administrator, using the authorised resources notification of personnel and assets that are authorised under subparagraph (a).

4. Authority may be vested in or delegated to an individual person or a position or class of personnel.

5. Personnel and assets participating in cooperative surveillance and enforcement activities on the high seas must also be authorised and act in accordance with relevant international law.

6. A Party to this Agreement may elect to authorise or request support from personnel of the Forum Fisheries Agency to assist in the implementation and operation of this Agreement.

7. A Party to this Agreement may elect to notify the Administrator, through a flag State notification:

(a) whether it consents to fishing vessels flying its flag being boarded and inspected on the high seas by other Parties to this Agreement;

(b) any conditions associated with the boarding of its fishing vessels on the high seas under sub-paragraph (a), including any notification or reporting requirements; and

(c) any procedures to be followed to seek the Party's consent to undertake further investigation or enforcement action following a boarding and inspection under sub-paragraph (a).

8. Where a high seas boarding and inspection is undertaken on the basis of authority provided in a flag State notification, the requirements regarding activity and report notifications do not apply.

Article 11 – Identification

1. Each Party shall ensure that any of its resources used in the conduct of cooperative surveillance and enforcement activities are appropriately identifiable as being authorised under this Agreement, as follows:

   (a) authorised personnel must carry their national identification card and, if requested, when engaging in boarding and inspection operations under the authority of a Requesting Party, must produce an extract from the Niue Treaty Information System which sets out the extent of their authority under the laws of the Requesting Party;

   (b) authorised vessels and aircraft must be clearly marked and identifiable as being on government service; and

   (c) when operating outside waters under the jurisdiction of the flag State, authorised vessels must clearly display the Regional Fisheries Surveillance and Law Enforcement Flag set out in Annex D to this Agreement, as well as a national flag.

2. When conducting a cooperative surveillance and enforcement activity on behalf of a Requesting Party, authorised personnel, vessels and aircraft must follow any procedures required to establish their identity in accordance with the national laws, policies or procedures of that Party.

Article 12 – Use of force

1. Force shall only be used in the waters of a Requesting Party during a cooperative surveillance and enforcement activity with the consent of that Party.

2. Each Party shall notify the Administrator, through an operational requirements notification, of the national laws, policies or procedures for the use of force in its waters or by its resources during a cooperative surveillance and enforcement activity.

3. In the conduct of a cooperative surveillance and enforcement activity, any use of force shall be consistent with the laws, policies or procedures agreed by the Requesting and Assisting Parties in advance and set out in the activity notification.

4. Any use of force must be consistent with international law.

Article 13 – Hot pursuit

1. The Parties shall seek to cooperate in the hot pursuit of fishing vessels to the extent allowed by relevant national law, and in accordance with international law.

2. Hot pursuit may be continued into the territorial sea of a Party with the consent of that Party. Each Party shall notify the Administrator, through a hot pursuit notification, of:

   (a) whether it consents to hot pursuit being continued into its territorial sea and to which Party or Parties this consent applies; and

   (b) any conditions associated with the continuation of hot pursuit into its territorial sea, including any notification or reporting requirements.

3. Where hot pursuit is continued into the territorial sea of a Party on the basis of authority provided in a hot pursuit notification, the requirements regarding activity and report notifications do not apply.

4. Hot pursuit commences when:

   (a) the appropriate authorities have a good reason to believe that a vessel has violated the laws of the Party within whose waters the vessel is detected, either based upon:

      (i) direct visual contact; or

      (ii) evidence obtained by reliable technical means; and

   (b) a clear signal to stop has been given to the vessel.

5. Hot pursuit shall be deemed to have continued without interruption from the commencement of pursuit to the point of interception, provided that continual positive identification and tracking of the pursued vessel is maintained by resources authorised under this Agreement by the Party in whose waters the vessel was detected, whether by:

   (a) direct visual contact; or

   (b) reliable technical means.

Article 14 – Immunity

1. The authorised personnel of an Assisting Party shall enjoy immunity from the criminal, civil and administrative jurisdiction of a Requesting Party for acts performed in the course of carrying out cooperative surveillance and enforcement activities pursuant to and consistent with this Agreement.

2. Prior to engaging in a cooperative surveillance and enforcement activity, each Party shall notify the Administrator, through an immunity notification, of the relevant national laws, policies or procedures providing such immunity.

3. Where authorised personnel of an Assisting Party have allegedly breached the laws of the Requesting Party in the course of carrying out cooperative surveillance and enforcement activities pursuant to and consistent with this Agreement, the Assisting Party shall ensure that appropriate action is taken in relation to such personnel, consistent with its laws and regulations, and inform the Requesting Party of the action taken.

Article 15 – Investigation, enforcement and follow-up actions

1. To the greatest extent possible, the Parties shall cooperate in collecting, managing and using evidence, conducting investigations, providing mutual legal assistance, and taking other follow-up actions and enforcement measures relating to:

   (a) fisheries offences committed within the jurisdiction of a Party or on the high seas;

   (b) violations of conservation and management measures of regional fisheries management organisations on the high seas; and

   (c) any fisheries-related aspects of broader transnational crime investigation and enforcement activities.

2. Each Party shall notify the Administrator, through an operational requirements notification, of its national laws, policies or procedures relating to the collection, management and use of evidence.

3. Unless otherwise agreed by the relevant Parties:

   (a) in relation to a fisheries offence committed in, or in relation to, the waters of a Party, the primary jurisdiction and responsibility for enforcement, investigation and follow-up of a fisheries offence lies with and is to be undertaken pursuant to the laws, policies or procedures of the affected coastal State or Territory, and evidence shall be collected, managed and used in accordance with the laws, policies or procedures of that State or Territory; and

   (b) in relation to a fisheries offence or violation of a conservation and management measure of a regional fisheries management organisation committed on the high seas, the primary responsibility for investigation and follow-up pursuant to this Agreement lies with the Party under whose authority or jurisdiction the boarding and inspection was conducted, and evidence shall be collected, managed and used in accordance with the laws, policies or procedures of that Party.

4. Where a fisheries offence committed in the waters of a Party involves a fishing vessel which is flagged to another Party to this Agreement:

   (a) without prejudice to the sovereign rights of the coastal State or Territory in whose waters the offence occurred, where possible, that Party may consider any views presented by the flag State with respect to the vessel; and

   (b) to the greatest extent possible, the flag State shall cooperate in the investigation, enforcement and follow-up actions taken by the coastal State in respect of the vessel.

5. To the greatest extent possible, the Parties shall consult and cooperate in relation to the seizure and disposal of property forfeited as an outcome of cooperative surveillance and enforcement activity undertaken pursuant to this Agreement. Unless otherwise agreed by the relevant Parties, seizure and disposal of such property shall be conducted consistent with the national laws, policies or procedures of the Party that authorised the forfeiture.

6. Where appropriate, the Parties shall cooperate to enable the listing of fishing vessels on the illegal, unreported and unregulated vessel lists of regional fisheries management organisations.

Article 16 – Ports and port inspections

1. The Parties may cooperate under this Agreement to enable port inspections and other monitoring, control and surveillance and enforcement activities with respect to fishing to be carried out in their ports, consistent with their national laws, policies or procedures. This may include, but is not limited to:

   (a) a port State Party carrying out port inspections, monitoring landing or transhipment operations, or undertaking other enforcement activities with respect to fishing vessels in their ports, at the request of another Party; and

   (b) a port State Party permitting personnel from another Party to conduct port inspections or monitor landing or transhipment operations of fishing vessels in their ports.

2. To the greatest extent possible, Parties are encouraged to cooperate with respect to immigration issues relating to personnel on authorised assets of other Parties when such assets are using their ports or airports to refuel, resupply or conduct repairs related to cooperative surveillance and enforcement activities under this Agreement.

Article 17 – Payment terms and cost recovery

1. Each Party shall notify the Administrator, through an operational requirements notification, of:

   (a) the relevant baseline operating costs;

   (b) the terms for cost recovery; and

   (c) any costs for which they wish to waive recovery;

   with respect to the involvement of their resources in cooperative surveillance and enforcement activities.

2. Parties shall seek to agree on the recoverable operating costs in advance of conducting a cooperative surveillance and enforcement activity under this Agreement, and record this in the activity notification.

3. If agreement on cost recovery is not reached in advance of a cooperative surveillance and enforcement activity, the Parties shall consult and seek to reach agreement as soon as possible following the conclusion of the activity. At the request of the relevant Parties, the Administrator may facilitate such consultations.

4. If agreement on cost recovery has not been reached 90 days after the conclusion of a cooperative surveillance and enforcement activity, the following formula shall apply:

   (a) where the activity occurred in or in relation to the waters of a Requesting Party, the Requesting Party shall reimburse the Assisting Party for the actual costs of crew allowances, fuel, provisions and victuals incurred over the duration of the activity; and

   (b) where the activity occurred on the high seas, each Party shall bear the costs of its own resources.

Article 18 – Sharing of fines and monies recovered

1. Each Party shall notify the Administrator, through an operational requirements notification, of any national laws, policies or procedures with respect to the distribution of fines and monies recovered from fisheries offences detected or investigated through cooperation under this Agreement.
2. Parties shall seek to agree on an equitable distribution of the fines and monies recovered in advance of conducting a cooperative surveillance and enforcement activity under this Agreement, and record this in the activity notification.
3. If agreement is not reached in advance of a cooperative surveillance and enforcement activity, the Parties shall consult and seek to reach agreement as soon as possible following the conclusion of the activity. At the request of the relevant Parties, the Administrator may facilitate such consultations.
4. If agreement on sharing of fines or monies recovered has not been reached 90 days after the conclusion of a cooperative surveillance and enforcement activity, any proceeds shall be shared in accordance with the national laws, policies and procedures of the Party that recovers them.

Part III – Cooperation in sharing fisheries data and intelligence

Article 19 – Sharing and use of fisheries data and intelligence for fisheries purposes

1. Each Party shall provide to the Administrator the fisheries data and intelligence listed in Annex A with respect to:
   (a) foreign fishing vessels, including vessels operating under charter arrangements;
   (b) domestic fishing vessels authorised to fish on the high seas;
   (c) activities of natural or legal persons relating to fishing by vessels under paragraph (a) or (b); and
   (d) if the Party so decides, other domestic fishing vessels.
2. Fisheries data and intelligence provided under paragraph 1 shall be managed by the Administrator using the information management facility and made available to all Parties for fisheries purposes.
3. Fisheries data and intelligence provided under paragraph 1 shall be stored, managed used and made available by the Administrator and by Parties only in accordance with relevant security standards and data sharing protocols adopted by the Forum Fisheries Committee or such other standards and protocols as the Parties to this Agreement may adopt.
4. A Party may provide additional fisheries data and intelligence:
   (a) directly to another Party or Parties on request or for a particular fisheries purpose; or
   (b) to the Administrator to be made available to all or specific Parties to this Agreement.

5. Additional fisheries data and intelligence provided under paragraph 4(b) shall be stored, managed, used and made available by the Administrator and by Parties only in accordance with relevant security standards and data sharing protocols adopted by the Forum Fisheries Committee or such other standards and protocols as the Parties to this Agreement may adopt, subject to any variations recorded by the Party providing the information in a data and intelligence notification under paragraph 7.

6. Each Party may consult with the Administrator regarding any particular conditions or caveats relating to the storage, transfer and use of additional fisheries data and intelligence provided under paragraph 4(b), including but not limited to:

   (a) whether the data and intelligence is to be managed and made available through the information management facility;

   (b) any variations to the security standards and data sharing protocols to be applied; and

   (c) the use to which particular information may be put and any conditions associated with the use of particular information.

7. The conditions or caveats agreed under paragraph 6 shall be recorded by the Party using a data and intelligence notification, and submitted to the Administrator.

Article 20 – Exchange of fisheries data and intelligence for broader law enforcement purposes

1. If a Party requests, the Administrator may facilitate the sharing of fisheries data and intelligence provided or made available pursuant to Article 19 with Parties to this Agreement to be used for broader law enforcement purposes.

2. Each Party may consult with the Administrator regarding any particular conditions or caveats relating to the fisheries data and intelligence they decide to share pursuant to this Article, including but not limited to:

   (a) the types of data and intelligence to be shared;

   (b) the agencies with which they wish to share it;

   (c) how the data and intelligence is to be managed and made available;

   (d) any variations to the security standards and data sharing protocols to be applied; and

   (e) the use to which particular information may be put and any conditions associated with the use of particular information.

3. The conditions or caveats agreed under paragraph 2 shall be recorded by the Party using a data and intelligence notification, and submitted to the Administrator.

4. Where requested, the Administrator may receive fisheries data and intelligence obtained through broader law enforcement activities and make it available to the Parties for fisheries purposes. Such fisheries data and intelligence shall be stored, managed, used and made available by the Administrator and by Parties in accordance with relevant security standards and data sharing protocols adopted by the Forum Fisheries Committee or such other standards and protocols as the Parties to this Agreement may adopt.

Part IV – Final provisions

Article 21 – Cooperation with non-Parties

1. The Parties shall seek to cooperate with non-Parties to this Agreement, particularly non-Parties that are surveillance and enforcement partners or coastal States and Territories in the region, in order to advance the objective of this Agreement.
2. This may include, where appropriate, cooperating on an individual or collective basis with respect to:
   (a) the provision of authority and information to facilitate and support fisheries surveillance and law enforcement activities
   (b) the conduct of fisheries surveillance and law enforcement activities; and
   (c) sharing or exchange of fisheries data and intelligence.
3. The Administrator may facilitate the sharing of information that is provided, collected or made available under this Agreement (including authority and information submitted through notifications and fisheries data and intelligence) with a non-Party or organisation provided that written consent is given by:
   (a) the Party providing the information;
   (b) the Party on whose behalf the information was collected; and
   (c) any Party to whose waters the information relates.
4. Non-Parties may seek or be invited to attend meetings of the Parties, subject to the relevant Rules of Procedure under Article 22(5).

Article 22 – Meetings of the Parties

1. To the greatest extent possible, the implementation and operation of this Agreement shall be facilitated by electronic means, including through the distribution of circulars by the Administrator and the taking of decisions by electronic means in accordance with Article 23.
2. The Administrator shall convene a meeting of the Parties:
   (a) at the written request of any two or more Parties; or
   (b) at any time the Administrator deems necessary for the implementation and operation of this Agreement, with the written support of any two or more Parties.
3. Meetings of the Parties shall discuss and take decisions on any matters arising in relation to the implementation and operation of this Agreement, including but not limited to:
   (a) ways to improve or increase the effectiveness of cooperation under this Agreement;
   (b) proposed amendments to the text or the Annexes of this Agreement;
   (c) the development and adoption of standard procedures for the implementation of this Agreement; and
   (d) accession by a State or Territory which is not a Party to the Niue Treaty.

4. Meetings of the Parties shall be held at such time and place as the Parties may agree, but not more than 90 days after the Administrator receives the written support or request of the second Party under paragraph 2 of this Article.

5. Meetings of the Parties shall be conducted in accordance with the relevant paragraphs of the Rules of Procedure for the Forum Fisheries Committee adopted under the South Pacific Forum Fisheries Agency Convention 1979, as amended from time to time, unless the Parties adopt their own Rules of Procedure by consensus.

Article 23 – Electronic decision-making

1. Any Party or the Administrator may propose that a decision on the implementation or operation of the Agreement be taken electronically at any time. The text of the proposed decision must be provided to the Administrator in writing, for circulation by electronic means.

2. The following procedure shall apply to the taking of any decision proposed under paragraph 1:

   (a) The Administrator shall promptly notify any proposed decision to the official contact of each Party in writing. Each Party shall acknowledge receipt of the notification in writing. If a Party does not acknowledge receipt of the notification within 14 days, the Administrator shall contact the Party to ensure that the notification was received.

   (b) Upon the expiry of 14 days from the date of the Administrator's original notification, each Party shall have 30 days within which to notify the Administrator, in writing, of any objection to a proposed decision.

   (c) At the conclusion of this 30 day period:

      (i) If no objection has been notified, the proposed decision shall be deemed to have been adopted by the Parties; and

      (ii) If one or more objections have been notified, the proposed decision shall not be deemed to have been adopted or rejected, but shall be considered at the next meeting of the Parties.

3. A decision of the Parties taken by electronic means shall have effect 30 days from the date of its adoption, or as otherwise specified in the decision.

4. The Administrator shall notify all Parties by circular of the outcome of the proposed decision, and promptly notify all Parties of the date it takes effect.

Article 24 – Consultation and dispute settlement

1. The Parties shall settle any dispute arising out of the interpretation and implementation of this Agreement through consultation and negotiation.

2. At the request of a Party, consultations on any matter arising out of or in connection with the interpretation or implementation of this Agreement shall be held within 60 days of the date the request is made.

3. With the agreement of the relevant Parties, the Administrator may facilitate the consultations.

Article 25 – Annexes

1. The Annexes form an integral part of this Agreement and, unless expressly provided otherwise, a reference to this Agreement or to one of its Parts includes a reference to the Annexes relating thereto.

2. The standard forms and requirements in the Annexes shall be continuously developed, monitored and updated by the Parties, including on the basis of proposals by the Administrator.

Article 26 – Amendment of the Annexes

1. Any Party may propose an amendment to an Annex at any time by providing a written proposal to the Administrator. The Administrator may also propose an amendment to an Annex at any time.

2. Any amendment to an Annex shall be adopted by consensus, either by electronic means or at a meeting of the Parties, through the following procedures:

   (a) The Administrator shall promptly circulate any proposed amendment to an Annex to the official contact of each Party in writing. Each Party shall acknowledge receipt of the notification in writing. If a Party does not acknowledge receipt of the notification within 14 days, the Administrator shall contact the Party to ensure that the notification was received.

   (b) Upon the expiry of 14 days from the date of the Administrator's original notification, each Party shall have 60 days within which to notify the Administrator, in writing, of any objection to a proposed amendment.

   (c) At the conclusion of this 60 day period:

      (i) If no objection has been notified, the proposed amendment shall be deemed to have been adopted by the Parties; and

      (ii) If one or more objections have been notified, the proposed amendment shall be deemed to have been rejected by the Parties.

   (d) Notwithstanding subparagraph (c), if during the 60 day period two or more Parties so request in writing, the proposed amendment shall be considered at the next meeting of the Parties. In this case, it shall not be deemed to have been adopted or rejected.

3. An amendment to an Annex shall enter into force for all Parties 60 days from the date of its adoption.

4. The Administrator shall revise the Annexes to include any adopted amendment and promptly notify all Parties of the date it enters into force.

Article 27 – Amendment of this Agreement

1. Any Party may propose an amendment to this Agreement at any time by providing a written proposal to the Administrator. Such proposals shall be promptly circulated to all Parties and considered at the next meeting of the Parties.

2. Any amendments to this Agreement shall be adopted by consensus at a meeting of the Parties.

3. Any amendment to this Agreement adopted by the Parties shall enter into force upon the receipt by the Depositary of instruments of ratification, acceptance or approval by all of the Parties, or on such later date as is specified in the amendment.

4. The Administrator shall notify all Parties of the date on which any adopted amendment enters into force.

5. Pending the entry into force of any adopted amendment, the Parties will, to the extent possible, apply the amendment provisionally.

Article 28 – Signature, Ratification, Approval, Acceptance and Accession

1. Prior to its entry into force, this Agreement shall be open for signature by:

   (a) any State which is a Party to the Niue Treaty; and

   (b) any Territory of a State that is a party to the Niue Treaty which has been authorized to sign this Agreement and to assume rights and obligations under it by the Government of the State which is internationally responsible for it.

2. This Agreement shall be subject to ratification, acceptance or approval by the signatories. Instruments of ratification, acceptance or approval shall be lodged with the Depositary.

3. After its entry into force, this Agreement shall remain open for accession by the States and Territories referred to in paragraph 1 of this Article.

4. If all of the Parties agree, a State or Territory that is not a Party to the Niue Treaty may accede to this Agreement.

5. Instruments of accession shall be lodged with the Depositary.

Article 29 – Entry into force

1. This Agreement shall enter into force on the date that the fourth instrument of ratification, acceptance or approval is lodged with the Depositary.

2. For States or Territories that ratify, accept, approve or accede to this Agreement after its entry into force, this Agreement shall enter into force on the date on which that State or Territory's instrument of ratification, acceptance, approval or accession is lodged with the Depositary.

Article 30 - Depositary

1. The Depositary of this Agreement shall be the Director-General of the Forum Fisheries Agency.

2. The original version of this Agreement shall be lodged with the Depositary, which shall transmit certified copies to all Parties to the Niue Treaty.

3. The Depositary shall register this Agreement in accordance with Article 102 of the Charter of the United Nations.

IN WITNESS WHEREOF, the undersigned Plenipotentiaries, having been duly authorised by their respective Governments, have signed this Agreement.

DONE AND OPENED FOR SIGNATURE at Honiara, the second day of November, two thousand and twelve, in a single original.

Australia:

Cook Islands:

Federated States of Micronesia:

Fiji:

Kiribati:

Nauru:

New Zealand:

Niue:

Palau:  9 Nov. 2012

Papua New Guinea:

Republic of the Marshall Islands:

Samoa:

Solomon Islands:

Tokelau:

Tonga:

Tuvalu:

Vanuatu:

List of Annexes

Annex A – Fisheries data and intelligence to be shared

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Annex A – Fisheries data and intelligence to be shared

In accordance with Article 19(1), each Party must provide or otherwise make available the fisheries data and intelligence listed in this Annex with respect to, or where it is relevant to, that Party's exclusive economic zone, and the high seas in the Western and Central Pacific Ocean, and in accordance with the following specifications:

1. Current fishing vessel license lists

The list of fishing vessels currently licensed by a Party to fish in its exclusive economic zone or on the high seas, provided in electronic form, either:

(a) automatically through a national information management system (IMS) forwarded to the Administrator; or

(b) manually within 3 working days of any update in Extensible Markup Language (XML) format.

2. Historic fishing vessel license lists

A list of fishing vessels licensed by a Party to fish in its exclusive economic zone or on the high seas during the five (5) years prior to the earliest list submitted under paragraph 1 above (or as many years as possible if the Party has access to less than 5 years of historic data), provided in electronic form, either:

(a) automatically through a national IMS; or

(b) manually, preferably in XML format.

3. Real time location, activities and movement of fishing vessels

The following data and intelligence on the real time location, activities and movement of fishing vessels:

(a) Vessel monitoring system (VMS) data for vessels on the FFA VMS, provided in real time through the FFA VMS;

(b) Observer data, as soon as possible following the electronic entry of the data, either:

(i) held by the Secretariat of the Pacific Community (SPC) and provided to the Administrator under the arrangement between FFA and SPC on sharing of data (FFA-SPC data sharing arrangement) as amended from time to time; or

(ii) held by the Administrator in respect of its duties under a sub-regional arrangement; or

(iii) provided by the Party's national observer program automatically through a national IMS or manually in XML format, in accordance with the minimum standard for observer data in the Regional Observer Program.

(c) Boarding reports, port inspection reports, and details of fishing vessels sighted but not boarded or inspected, provided within 14 days of the patrol or conclusion of the operation, either:

(i) automatically through a national IMS; or

(ii) manually, preferably in XML format.

4. Historic location, activities and movement of fishing vessels

The following data and intelligence on the location, activities and movement of fishing vessels during the five (5) years prior to the earliest data and intelligence submitted in respect of each category under paragraph 3 above (or as many years as possible if the Party has access to less than 5 years of historic data), provided in electronic form if possible:

(a) VMS data, provided through the FFA VMS;

(b) Observer data;

(c) Boarding reports;

(d) Port inspection reports; and

(e) Details of fishing vessels sighted but not boarded or inspected.

5. Operational level catch and effort data

Operational level data on catch and effort held by SPC and provided to the Administrator under the FFA-SPC data sharing arrangement as amended from time to time or, if not permissible under national law, such data aggregated to a level that includes information from a minimum of three vessels.

6. Vessels of interest for fisheries purposes

A list of any specific fishing vessels of interest (VOI) from a national fisheries perspective, including the vessel details, the reasons the vessel is included on the VOI list, and any specific requests regarding action to be taken with respect to the vessel, provided in electronic form using XML format (or through a standard form developed by the Administrator), and updated on an ongoing basis.

7. Persons of interest for fisheries purposes

Subject to any relevant national laws, a list of any specific natural or legal persons of interest (POI) from a national fisheries perspective, including the reasons the person is included on the POI list and any specific requests regarding action to be taken with respect to the person, provided in electronic form using XML format (or through a standard form developed by the Administrator), and updated on an ongoing basis.

8. Prosecutions, violations and settlements relating to fisheries

Specific details on all fully adjudicated prosecutions, violations and settlements relating to fishing vessels that are a matter of public record, provided in electronic form using XML format (or through a standard form developed by the Administrator), and updated on an ongoing basis.

Annex B – Roles, powers and responsibilities of the Administrator

The roles, powers and responsibilities of the Administrator shall include:

1. Establishing and maintaining the Niue Treaty Information System, including by:

(a) receiving notifications, reports and other information from the Parties pursuant to this Agreement, acknowledging receipt, and updating the information in the Niue Treaty Information System accordingly within two working days or in the timeframe requested by the relevant Party; and

(b) verifying that the information held in the Niue Treaty Information System accurately reflects the notifications provided by Parties, including for the purpose of producing extracts from that System as required under this Agreement.

2. Developing, monitoring and proposing updates to:

(a) standard forms and requirements for the notifications and information to be provided by Parties under this Agreement; and

(b) standard procedures necessary to assist with the implementation and operation of this Agreement;

for consideration and approval by the Parties.

3. Maintaining and facilitating the use of fisheries data and intelligence, including by:

(a) recording and making fisheries data and intelligence provided under Article 19(1) available to all Parties through the information management facility;

(b) facilitating the exchange of fisheries data and intelligence as requested by the Parties; and

(c) providing reports and analysis to the Parties on fisheries data and intelligence.

4. Reporting to the Parties on the implementation and operation of this Agreement.

5. As requested, facilitating consultation between the Parties to mutually resolve any issues regarding the implementation or operation of this Agreement, including with respect to agreeing on payment terms and cost recovery, and the sharing of fines and monies recovered.

6. Facilitating consultation or cooperation with non-Parties to this Agreement pursuant to Article 21, as agreed by the Parties from time to time.

7. Recommending amendments or improvements to increase the effectiveness of this Agreement or the level of active cooperation between the Parties, or with non-Parties, pursuant to this Agreement, for consideration by the Parties.

8. As requested, assisting Parties to understand and implement this Agreement, such as undertaking national needs analysis and assisting in the development of legislation, policy and procedures.

9. Such other responsibilities as may be agreed by decision of the Parties from time to time.

Annex C(1) Operational Requirements Notification

Submission details

Name of Party	
Date of submission	
Submitted by (name of official contact)	
Signature/e-signature of official contact	
Date received by Administrator	*[to be completed by Administrator]*
Signature/e-signature of Administrator	*[to be completed by Administrator]*
NTIS reference number	*[to be issued by Administrator]*

1. Area of application of the Agreement

In accordance with Article 3(2), the Agreement will apply in respect of cooperative surveillance and enforcement activities within the waters of the Party or on the high seas, unless the Party elects not to apply the Agreement in particular maritime zones or defined areas as set out below:

Maritime zones or defined areas where the Agreement will not apply	Check	Details	Attachments/Links
*Check all boxes where the Agreement will **not** apply; include other specific information or attachments as appropriate*			
(a) Exclusive economic zone			
(b) Territorial sea			
(c) Archipelagic waters (if applicable)			
(d) Internal waters			
(e) Other area/s			

2. Assistance that may be available

In accordance with Article 8(2), the Party may be able to make available the following types of assistance as part of a cooperative surveillance and enforcement activity:

Types of assistance	Check	Details	Attachments/Links
Check all that apply; include details of assistance that may be available or attachments as appropriate			
(a) Monitoring			
(i) Vessel monitoring system			
(ii) Transhipping			
(iii) Observers			
(iv) Catch and effort			
(v) Equipment			
(vi) MCS analytical systems and expertise			
(b) Control			
(i) Boardings and inspections			
(ii) Port State measures			
(iii) Vessel registry and licensing systems			
(iv) Follow-up investigation			
(v) Follow-up enforcement			
(vi) Evidence collection and management			
(vii) Mutual legal assistance			
(viii) Legislative support			
(c) Surveillance			
(i) Aerial patrols			
(ii) At-sea patrols			
(d) Other			
(i) Personnel			
(ii) Other (specify)			

3. Other types of cooperation that may be sought

Although standing consent has not been provided under Articles 13(2) or 10(7), the Party is willing to consider requests for consent to continue hot pursuit into the Party's territorial sea or board and inspect the Party's flagged fishing vessels on the high seas as set out below:

Types of cooperation	Check	Details	Attachments/Links
Check all that apply; include any conditions or attachments as appropriate			
(a) Willing to consider request to continue hot pursuit into territorial sea (if no standing consent given under Article 13(2))			
(b)) Willing to consider request to board and inspect a fishing vessel flagged to the Party on the high seas (if no standing consent given under Article 10(7))			

4. Operational procedures

In accordance with Article 8, the following laws, policies or procedures are applicable to the conduct of a cooperative surveillance and enforcement activity involving the Party (unless otherwise specified in a relevant activity notification (Annex C(3)):

Procedural issue	Details	Attachments/Links
Include information and attachments as appropriate, or N/A if not applicable		
(a) Laws, policies and procedures for command and control of resources during cooperative surveillance and enforcement activities		
(i) For an activity under the Party's jurisdiction (as a Requesting Party)		
Laws, policies and procedures governing command and control of resources (personnel, vessels and aircraft) provided by another Party, during a cooperative surveillance and enforcement activity in waters under the Party's jurisdiction (as a Requesting Party).		
(ii) For an activity involving the Party's resources (as an Assisting Party)		
Laws, policies and procedures governing command and control of resources (personnel, vessels and aircraft) provided by the Party to conduct a cooperative surveillance and enforcement activity in waters under the jurisdiction of another Party (as an Assisting Party).		
(b) Laws, policies and procedures for the conduct of cooperative surveillance and enforcement activities by the Party's resources and in the Party's waters		
(i) Authority and jurisdiction		
(ii) Boarding requirements		
(iii) Fisheries compliance checklists		
(iv) Regulations relating to fisheries and/or fisheries management plans		

(v) Permits and licensing		
(vi) Prohibited areas or gear		
(vii) Vessel safety requirements		
(viii) Enforcement options		
(ix) Evidence		
(x) Species identification		
(xi) Language translation cards		
(xii) Boarding report template		
(xiii) Other		

5. Use of Force

In accordance with Article 12, the following laws, policies or procedures are applicable to the use of force in the waters of, or by the resources of, the Party during a cooperative surveillance and enforcement activity (unless otherwise specified in a relevant activity notification (Annex C(3)):

Actor/s and location/s	Details	Attachments/Links
Include information and attachments as appropriate, or N/A if not applicable		
(a) Laws, policies or procedures regarding the use of force against persons or vessels by the Party's resources and in the Party's waters		
(b) Do the laws, policies or procedures in (a) apply identically to cross-vested personnel or authorised vessels from Assisting Parties? If not, what modifications or conditions are they subject to? (eg, if boarding parties do not generally carry arms, can this be modified if necessary?)		
(c) Can the laws, policies or procedures in (a) be modified for the conduct of an activity in the waters of another Party (as an Assisting Party)? If so, are there any particular requirements that cannot be changed? (eg if it is a requirement that boarding parties be armed, can this be modified if necessary?)		

6. Payment terms and cost recovery

In accordance with Article 17(1), the payment terms and recoverable costs for a cooperative surveillance and enforcement activity involving the resources of the Party (unless otherwise specified in a relevant activity notification (Annex C(3)) are:

Costs and terms	Check or N/A	Details	Attachments/Links
Check all that apply or indicate N/A if not applicable; include such information or attachments as appropriate			
(a) Cost recovery will be waived			
(b) If cost recovery will be sought, outline the baseline operating costs			
(i) cost per operating hour (including crew and maintenance)			
(ii) fuel consumption table or economical speed			
(iii) actual fuel costs			
(iv) insurance			
(v) rations			
(vi) maximum charge clause or statement			
(c) If cost recovery will be sought, outline the terms and methods for cost recovery			
(d) Other			

7. Sharing of fines and monies recovered

In accordance with Article 18(1), the following laws, policies or procedures are applicable to sharing of fines and monies recovered from fisheries offences detected or investigated through cooperation under this Agreement (unless otherwise specified in a relevant activity notification (Annex C(3)):

	Yes or No	Details	Attachments
Select yes or no as relevant, and include such information or attachments as appropriate			
(a) If the Party is an Assisting Party, will any share of fines or monies recovered be sought from the Requesting Party?	Yes/No		
(b) If Yes to (a), can the Party still render assistance even if the Requesting Party is unable to share the fines or monies recovered?	Yes/No		
(c) If the Party is a Requesting Party, can fines or monies recovered be shared with the Assisting Party? If so, what laws, policies, procedures, terms or methods apply?	Yes/No		
(d) Any other issues			

Annex C(2) National Authority Notification

Submission details

Name of Party	
Date of submission	
Submitted by (name of official contact)	
Signature/e-signature of official contact	
Date received by Administrator	*[to be completed by Administrator]*
Signature/e-signature of Administrator	*[to be completed by Administrator]*
NTIS reference number	*[to be issued by Administrator]*

In accordance with Article 5(1), the National Authority of the Party is:

1. National Authority	**Details**
(a) Name of Agency, Ministry or Department	
(b) Relevant section or division (if appropriate)	
(c) Postal Address	
(d) Telephone number (switchboard)	
(e) Fax number (if applicable)	
(f) Email contact	
(g) Website	

In accordance with Article 5(2), the official contact of the Party is:

2. Official contact(s)						
To be filled in with respect to each official contact notified by the Party						
(a) Full name (first name, last name)	(b) Job title, position or responsibility	(c) Department, Ministry or Agency	(d) Postal address	(e) Telephone number (direct line and mobile if applicable)	(f) Fax number (if applicable)	(g) Email address

In accordance with Article 5(3)(b)(i), the operational contact of the Party is:

3. Operational contact(s)								
To be filled in with respect to each operational contact notified by the Party								
(a) Full name (first name, last name)	(b) Job title, position or class of personnel	(c) Department, Ministry or Agency	(d) Availability	(e) Best method of contact	(f) Postal address	(g) Telephone number	(h) Fax number (if applicable)	(i) Email address

In accordance with Article 5(3)(b)(ii), the following persons, positions or class of personnel are authorised to access the Niue Treaty Information System:

4. Personnel who may access the Niue Treaty Information System						
To be filled in with respect to each operational contact notified by the Party						
(a) Full name (first name, last name)	(b) Job title, position or class of personnel	(c) Department, Ministry or Agency	(d) Postal address	(e) Telephone number (direct line and mobile if applicable)	(f) Fax number (if applicable)	(g) Email address

Annex C(3) Activity Notification

Name of Requesting Party (bilateral activity) or coordinating Party (multilateral activity)	
Date of submission	
Submitted by (name of official contact)	
Signature/e-signature of official contact	
Date received by Administrator	*[to be completed by Administrator]*
Signature/e-signature of Administrator	*[to be completed by Administrator]*
NTIS reference number	*[to be issued by Administrator]*

In accordance with Article 8(3) (and, for multilateral activities, Article 8(10)), the Parties record their consent to the following cooperative surveillance and enforcement activity:

1. Operation reference details - Bilateral activity *To be completed by the Requesting Party*	**Details**
(a) Name of Requesting Party and contact details for relevant official contact	
(b) Name of Assisting Party and contact details for relevant official contact (from Assisting Party's National Authority notification (Annex C(2)))	
(c) NTIS reference number of Requesting Party's operational requirements notification (Annex C(1))	
(d) NTIS reference number of Assisting Party's operational requirements notification (Annex C(1))	
(e) Name of operation (if applicable)	

1. Operation reference details - Multilateral activity *To be completed by the coordinating Party*			
(a) Name of Party coordinating the activity under Article 8(10)			
(b) Name of operation (if applicable)			
To be completed with respect to each Party involved in the activity:			
(c) Name of Party	(d) Role in the operation (Requesting and/or Assisting Party)	(e) Contact details of relevant official contact (from National Authority notification (Annex C(2)))	(f) NTIS Reference number for operational requirements notification (Annex C(1))

	Part A - Request (Requesting Party to complete)	
2. Form of request – Bilateral activity *Select (a) OR (b)*	**Check**	**Attachments**
(a) All other elements of request or variation to request are attached to this notification in a separate document (for example, an operational order) *(Attach document and proceed directly to Part A Section 10)*		
(b) Elements of request or variation to request are set out using fields in this notification (attachments may still be used in addition) *(Proceed to fill out all elements of Part A)*		**N/A**

Part B – Variation to request (Assisting Party to complete)	
Check	**Attachments**
	N/A

	Part A - Request (Coordinating Party to complete)	
2. Form of request – Multilateral activity	**Check**	**Attachments**
All other elements of request or variation to request are attached to this notification in a separate document (for example, an operational order) *(Proceed directly to Part A Section 10)*		

	Part A - Request (Requesting Party to complete) *Check all applicable and provide details*		
3. Type of assistance requested	**Check**	**Details**	**Attachments**
(a) Monitoring			
(i) Vessel monitoring system			
(ii) Transhipping			
(iii) Observers			
(iv) Catch and effort			
(v) Equipment			

Part B – Variation to request (Assisting Party to complete) *Check to accept Part A or provide details if different*		
Check	**Variation details**	**Attachments**

(b) Control			
(i) Boardings and inspections			
(ii) Port State measures			
(iii) Vessel registry and licensing			
(iv) Follow-up investigation			
(v) Follow-up enforcement			
(vi) Evidence collection and management			
(vii) Mutual legal assistance			
(viii) Legislative support			
(c) Surveillance			
(i) Aerial patrols			
(ii) At-sea patrols			
(iii) Regional Fisheries Surveillance Centre			
(d) Other			
(i) Personnel			
(ii) Other (specify)			

	Part A - Request (Requesting Party to complete) *Check only if applicable and provide details*		
4. Other forms of cooperation sought	**Check**	**Details**	**Attachments**
(a) Request for *ad hoc* consent to continue hot pursuit into Assisting Party's territorial sea (if standing consent has not been provided under Article 14)			
(b) Request for *ad hoc* consent to board and inspect a fishing vessel flagged to the Assisting Party on the high seas (if no Article 10(7) standing consent)			

Part B – Variation to request (Assisting Party to complete) *Check to accept Part A or provide details if different*		
Check	**Variation details**	**Attachments**

	Part A - Request (Requesting Party to complete) *Check all applicable and provide details*		
5. Objective or outcome	**Check**	**Details of objective**	**Attachments**
(a) Implementing goal or objective of the Regional Monitoring, Control and Surveillance Strategy			
(b) Implementing goal or objective of the Regional Tuna Management and Development Strategy			
(c) Implementing goal or objective of a sub-regional group			
(d) Implementing goal or objective of a national strategy or service level agreement			
(e) Implementing Regional Fisheries Management Organisation obligations			
(f) Response to emerging operational information/intelligence			
(g) Enforcing domestic laws and regulations			
(h) Other			

Part B – Variation to request (Assisting Party to complete) *Check to accept Part A or provide details if different*		
Check	**Variation details**	**Attachments**

	Part A – Request (Requesting Party to complete) *Check the applicable option and provide details*	
6. Duration of assistance requested	**Check**	**Activity start/end date**
(a) Standing assistance		
(b) Time limited assistance (specify time frame, eg six months)		
(c) Specific activity assistance (dates of specify activity)		

Part B – Variation to request (Assisting Party to complete) *Check to accept Part A or provide details if different*		
Check	**Variation details**	**Attachments**

	Part A – Request (Requesting Party to complete) *Check if applicable and provide details*		
7. Prior approvals	**Check**	**Details of approvals**	**Attachments**
(a) Consent provided by the Requesting Party for the Assisting Party to continue hot pursuit into the Requesting Party's territorial sea during the activity set out in this notification			
(b) Non-fisheries related clearances provided by the Requesting Party for the Assisting Party's vessels, aircraft and/or personnel in relation to the activity set out in this notification (for example, diplomatic clearance, or customs or immigration clearances)			

Part B – Variation to request (Assisting Party to complete) *Check to accept Part A or provide details if different*		
Check	**Variation details**	**Attachments**

	Part A - Request (Requesting Party to complete) *Complete as applicable*	
8. Reports	**Details**	
(a) Pursuant to Article 8(8), indicate the timeframe for providing report notifications (only applies if activity is longer than 90 days)		
(b) Pursuant to Article 8(9), do the Parties elect not to provide a report notification after the operation?	Report will be provided	
	No report will be provided	

Part B – Variation to request (Assisting Party to complete) *Check to accept Part A or provide details if different*	
Check	**Variation details**

	Part A - Request (Requesting Party to complete) *Must complete (a) to (b); May complete (c) to (e)*	
9. Additional conditions	**Details**	**Attachments**
Specify the relevant laws, policies, procedures or other conditions for the activity, or N/A if not applicable		
(a) Laws, policies or procedures for command and control (Article 9(2)) (see Annex C(1) section 4(a))		
(b) Laws, policies or procedures for use of force (Article 12(3)) (see Annex C(1) section 5)		

Part B – Variation to request (Assisting Party to complete) *Check to accept Part A or provide details if different*		
Check	**Variation details**	**Attachments**

(c) Payment terms and cost recovery (Article 17(2)) (See Annex C(1) section 6)		
(d) Sharing fines and monies recovered (Article 18(2)) (See Annex C(1) section 7)		
(e) Other specific conditions (Article 8(5)(a))		

	Part A - Request (Requesting Party to complete)	
10. Distribution – Bilateral activity	**Yes or no**	**If yes, Parties, non-Parties or organisations to whom this notification may be made available**
Consent is given to the Administrator providing this notification to other Parties, non-Parties or organisations		

Part B – Variation to request (Assisting Party to complete) *Check to accept Part A or provide details if different*		
Check	**Variation details**	**Attachments**

	Part A - Request (Coordinating Party to complete)	
10. Distribution – Multilateral activity	**Yes or no**	**If yes, Parties, non-Parties or organisations to whom this notification may be made available**
Consent is given to the Administrator providing this notification to other Parties, non-Parties or organisations		
Proceed directly to Part C, Section 12: Consent to multilateral cooperative surveillance and enforcement activity (to be completed by all Parties to the activity)		

Part B – Variation to request (Assisting Party to complete)	
11. Acceptance or variation of Part A request	
If the Assisting Party wishes to accept the request as set out in Part A without any variations, check the box below and proceed directly to complete Part C. *If the Assisting Party wishes to make any variations to the request as set out in Part A, indicate N/A below and make any variations using the fields in Part B above before completing Part C.*	
Request is accepted as set out in Part A with no variations	

Part C – Consent to bilateral cooperative surveillance and enforcement activity (to be completed by Assisting and Requesting Parties as indicated)	
12. Consent of Assisting Party	
Assisting Party to complete: Official contact to select appropriate option from (a) or (b), and provide name, signature and date	
(a) The Assisting Party consents to the cooperative surveillance and enforcement activity as recorded in Part B of this notification	*Check or N/A if not applicable*
(b) The Assisting Party does not consent to the cooperative surveillance and enforcement activity	*Check or N/A if not applicable*
(c) Name of official contact providing the Assisting Party's consent to this cooperative surveillance and enforcement activity	
(d) Signature of official contact	
(e) Date	
13. Consent of Requesting Party *(to be completed after Assisting Party completes Section 12)*	
Requesting Party to complete: Official contact to select appropriate option from (a) or (b), and provide name, signature and date *Requesting Party to deposit completed notification with the Administrator in advance of the cooperative surveillance and enforcement activity*	
(a) The Requesting Party consents to the cooperative surveillance and enforcement activity as recorded in Part B of this notification	*Check or N/A if not applicable*
(b) The Requesting Party does not consent to the cooperative surveillance and enforcement activity as recorded in Part B of this notification	*Check or N/A if not applicable*
(c) Name of official contact providing the Requesting Party's consent to this cooperative surveillance and enforcement activity	
(d) Signature of official contact	
(e) Date	

Part C – Consent to multilateral cooperative surveillance and enforcement activity (to be completed by all Parties to the activity)	
12. Consent of Parties	
To be filled in by each Party to the activity: Official contact to indicate consent and provide name, signature and date *Coordinating Party to deposit completed notification with the Administrator in advance of the cooperative surveillance and enforcement activity*	
(a) The Party consents to the cooperative surveillance and enforcement activity as recorded in Part A of this notification	
(b) Name of official contact providing the Party's consent to this cooperative surveillance and enforcement activity	
(c) Signature of official contact	
(d) Date	

Annex C(4) Report Notification

Submission details

Name of Assisting Party (bilateral activity) or coordinating Party (multilateral activity)	
Date of submission	
Submitted by (name of official contact)	
Signature/e-signature of official contact	
Date received by Administrator	*[to be completed by Administrator]*
Signature/e-signature of Administrator	*[to be completed by Administrator]*
NTIS reference number	*[to be issued by Administrator]*

In accordance with Article 8(7) and (8) (and, for a multilateral activity, Article 8(10)), the Party makes the following report on a cooperative surveillance and enforcement activity:

1. Operation reference details *(For a multilateral activity, to be completed by the Coordinating Party with respect to all Parties to the activity)*	**Details**
(a) Name of Requesting Party/Parties and contact details for official contact	
(b) Name of Assisting Party/Parties and contact details for official contact	
(c) NTIS reference number of activity notification	

2. Written reports *Select (a) OR (b)*	**Check**	**Attachments**
(a) The report of the activity is attached to this notification in a separate document (for example, an after action report) *(Attach document and proceed directly to Section 5 of this notification)*		
(b) The report of the activity is set out using fields in this notification (attachments may still be used in addition) *(Proceed to fill out all section of this notification)*		**N/A**

3. Assistance provided	Check or N/A	Start and end date	Details of assistance provided
Check all that apply or indicate N/A if not applicable; include dates and details of assistance provided			
(a) Monitoring			
(i) Vessel monitoring system			
(ii) Transhipping			
(iii) Observers			
(iv) Catch and effort			
(v) Equipment			
(vi) MCS analytical systems and expertise			
(b) Control			
(i) Boardings and inspections			
(ii) Port State measures			
(iii) Vessel registry and licensing systems			
(iv) Follow-up investigation			
(v) Follow-up enforcement			
(vi) Evidence collection and management			
(vii) Mutual legal assistance			
(viii) Legislative support			
(c) Surveillance			
(i) Aerial patrols			
(ii) At-sea patrols			
(d) Other			
(i) Personnel			
(ii) Other (specify)			

3. Other forms of cooperation *Check all that apply or N/A if not applicable*	Check or N/A	Details	Attachments
(a) Ad hoc consent to continue hot pursuit into Assisting Party's territorial sea			
(b) Ad hoc consent to board and inspect a fishing vessel flagged to the Assisting Party on the high seas			

4. Outcomes/results	Check or N/A	Details	Attachments
Check all that apply or indicate N/A if not applicable; include details or attachments as appropriate			
(a) Metrics			
(i) Operational or at-sea hours			
(ii) At-sea boardings conducted			
(iii) In-port inspections conducted			
(iv) Number of violations noted			
(v) Enforcement action taken			
(vi) Personnel hours provided and type of activity (eg analytical, observers)			
(vii) Capacity building or training/certification of personnel			
(b) Other remarks/assessment of outcomes			
Complete if desired			

5. Objective or outcome sought	Check or N/A	Extent to which objective or outcome achieved	Attachments
Check all that apply or indicate N/A if not applicable; include details of outcome or attachments if appropriate			
(a) Implementing a goal or objective of the Regional Monitoring, Control and Surveillance Strategy			
(b) Implementing a goal or objective of the Regional Tuna Management and Development Strategy			
(c) Implementing a goal or objective of a sub-regional group			
(d) Implementing a goal or objective of a national strategy or service level agreement			

(e) Implementing regional fisheries management organisation obligations			
(f) Response to emerging operational information/intelligence			
(g) Enforcing domestic laws and regulations			
(h) Other			

5. Distribution – Bilateral activity	*Assisting Party to complete*		*Requesting Party to complete and deposit notification with Administrator*
	Yes/No	**If yes, names of Parties, non-parties and organisations to whom this notification may be made available**	**Check to accept or provide details if different**
Consent is given to the Administrator providing this notification to other Parties, non-Parties or organisations			

5. Distribution – Multilateral activity	*Coordinating Party to complete, following consultation with other Parties to the multilateral activity, and deposit notification with the Administrator*	
	Yes/No	**If yes, names of Parties, non-parties and organisations to whom this notification may be made available**
The coordinating Party has received consent from all the Parties to the activity (listed in Section 1) for the Administrator to provide this notification to other Parties, non-Parties or organisations		

Annex C(5) Cross-vesting notification

Submission details

Name of Party	
Date of submission	
Submitted by (name of official contact)	
Signature/e-signature of official contact	
Date received by Administrator	*[to be completed by Administrator]*
Signature/e-signature of Administrator	*[to be completed by Administrator]*
NTIS reference number	*[to be issued by Administrator]*

In accordance with Article 10(2)(b), the Party provides the following notification of personnel from other Parties that have been authorised under its national law to participate in cooperative surveillance and enforcement activities by cross-vesting of relevant powers, including the extent of the authority that may be exercised in the conduct of those activities.

Note: in order to participate in cooperative surveillance and enforcement activities, personnel must also be appropriately authorised under the national law of the Assisting Party as set out in Article 10(3)(a), and notification provided through an authorised resources notification.

1. Cross-vested authority	Details	Attachments
To be filled in with respect to each person/position/class of personnel from each Party who/which is cross-vested by the Party		
(a) Party		
(b) Department, Ministry or Agency		
(c) Position or class of personnel		
(d) Full name (first name, last name) (if nominating individual persons)		
(e) Laws of the Requesting Party under which cross-vested powers are provided		
(f) Duration of cross-vested powers (if not ongoing)		
(g) Conditions or limitations on cross-vested powers		
(h) Text of cross-vesting authorisation		

Annex C(6) Authorised resources notification

Submission details

Name of Party	
Date of submission	
Submitted by (name of official contact)	
Signature/e-signature of official contact	
Date received by Administrator	*[to be completed by Administrator]*
Signature/e-signature of Administrator	*[to be completed by Administrator]*
NTIS reference number	*[to be issued by Administrator]*

In accordance with Article 10(3)(b), as an Assisting Party, the Party provides the following notification of personnel and assets that are authorised under the Party's national law to participate in cooperative surveillance and enforcement activities.

Note: in order to participate in cooperative surveillance and enforcement activities involving the performance of fisheries surveillance and law enforcement functions on behalf of another Party, personnel and assets must also be appropriately cross-vested or authorised (respectively) under the national legislation of that Party as set out in Article 10(2), and notification of cross-vested personnel provided to the Administrator through a cross-vesting notification.

1. Authorised assets	**Details**	**Attachments**
To be filled in with respect to each authorised asset		
(a) Type of asset		
(b) Agency		
(c) Home port/location		
(d) Name		
(e) Call sign		
(f) Asset capabilities or limitations		
(g) Scope or limitations of authority under law of Assisting Party		
(h) Other		

2. Authorised personnel	Details	Attachments
To be filled in with respect to each position or class of authorised personnel		
(a) Agency		
(b) Title or position		
(c) Home location		
(d) Capabilities or limitations (certifications, competencies)		
(e) Laws of Assisting Party under which the personnel are authorised		
(f) Scope or limitations of authority under laws of Assisting Party		
(g) Other		

Annex C(7) Flag State notification

Submission details

Name of Party	
Date of submission	
Submitted by (name of official contact)	
Signature/e-signature of official contact	
Date received by Administrator	*[to be completed by Administrator]*
Signature/e-signature of Administrator	*[to be completed by Administrator]*
NTIS reference number	*[to be issued by Administrator]*

In accordance with Article 10(7), the Party provides consent to fishing vessels flying its flag being boarded on the high seas by the following Parties in accordance with the procedures/conditions specified below:

Each part of this notification is to be filled out with respect to each Party to whom consent is given			
1. Consent for boarding and inspection			
(a) Name of Party			
(b) Date from which, or period for which, consent is given to conduct boarding and inspection			
2. Conditions on consent for boarding and inspection	**Check or N/A**	**Details**	**Attachments**
(a) Specific conditions on the conduct of boarding and inspection			
(b) Notification, reporting or follow-up requirements			
3. Further investigation	**Check or N/A**	**Details**	**Attachments**
(a) Procedures to be followed for seeking consent to undertake further investigation			

Annex C(8) Hot pursuit notification

Submission details

Name of Party	
Date of submission	
Submitted by (name of official contact)	
Signature/e-signature of official contact	
Date received by Administrator	*[to be completed by Administrator]*
Signature/e-signature of Administrator	*[to be completed by Administrator]*

NTIS reference number	*[to be issued by Administrator]*

In accordance with Article 13(2), the Party provides consent to hot pursuit being continued into its territorial sea by the following Party or Parties in accordance with the conditions and notification or reporting requirements specified below:

1. Is consent given to a Party or Parties to continue hot pursuit into the territorial sea?	Yes/No	
To be completed with respect to each Party to whom consent is given		
2. If Yes to (1), provide details of the Party/Parties and conditions of the consent		
(a) Name of Party		
(b) Date from which, or period for which, consent is given to continue hot pursuit into the territorial sea		
3. Conditions on consent for continuing hot pursuit	**Details**	**Attachments**
(a) Limitations on continuation of hot pursuit into the territorial sea (eg geographic, use of force, any special situations/circumstances)		
(b) Notification, reporting or follow-up requirements		

Annex C(9) Immunity notification

Submission details

Name of Party	
Date of submission	
Submitted by (name of official contact)	
Signature/e-signature of official contact	
Date received by Administrator	*[to be completed by Administrator]*
Signature/e-signature of Administrator	*[to be completed by Administrator]*
NTIS reference number	*[to be issued by Administrator]*

In accordance with Article 14(2), the national laws, policies or procedures of the submitting Party providing immunity for authorised personnel under this Agreement are:

1. Laws, policies or procedures providing immunity for authorised officers	Attachments

Annex C(10) Data and intelligence notification

Submission details

Name of Party	
Date of submission	
Submitted by (name of official contact)	
Signature/e-signature of official contact	
Date received by Administrator	*[to be completed by Administrator]*
Signature/e-signature of Administrator	*[to be completed by Administrator]*
NTIS reference number	*[to be issued by Administrator]*

In accordance with Articles 19(7) and 20(3), the submitting Party records the following conditions or caveats agreed under Article 19(5) and 20(2) in respect of additional fisheries data and intelligence shared under Article 19(4)(b) and 20(1) respectively:

1. Additional fisheries data and intelligence shared for fisheries purposes	**Check or N/A**	**Details**	**Attachments**
To be submitted with respect to each type/set of additional fisheries data and intelligence made available under Article 19(4)(b)			
(a) Type of fisheries data and intelligence			
(b) Ownership of the fisheries data and intelligence			
(b) Storage/management requirements			
(c) Parties with whom the fisheries data and intelligence can be shared			
(d) Specific conditions on sharing of fisheries data and intelligence			
(e) Use that may be made of the fisheries data and intelligence			
2. Fisheries data and intelligence shared for broader law enforcement purposes	**Check or N/A**	**Details**	**Attachments**
To be submitted with respect to each type/set of additional fisheries data and intelligence made available under Article 20(2)			
(a) Type of fisheries data and intelligence			
(b) Ownership of the fisheries data and intelligence			
(b) Storage/management requirements			
(c) Parties with whom the fisheries data and intelligence can be shared			
(d) Specific conditions on sharing of fisheries data and intelligence			
(e) Use that may be made of the fisheries data and intelligence			
(f) Feedback requirements on use and value of information for broader law enforcement purposes (to help appropriately target information sharing)			

Annex D – Regional Fisheries Surveillance and Law Enforcement Flag

