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EUROPEAN COMMISSION

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2010/0290 (NLE)

Proposal for a

COUNCIL DECISION

**on the conclusion of the Protocol to the Fisheries Partnership Agreement
between the European Community and Federated States of Micronesia**

EXPLANATORY MEMORANDUM

On the basis of relevant Council mandate¹, the Commission on behalf of the European Union negotiated with the Federated States of Micronesia (FSM) in view of renewing the Protocol to the Fisheries Partnership Agreement between the European Community and FSM. Following these negotiations, a new Protocol was initialled on 7 May 2010, which covers a period of five years starting from the adoption of this Council decision on the Protocol's signing and provisional application and replaces the previous Protocol which expired on 25 February 2010.

This procedure concerning the Council Decision on the conclusion of the new Protocol is launched in parallel with the procedures regarding the Council Decision, on the Protocol's signing on behalf of the European Union and its provisional application, and the Council Regulation concerning the allocation of the fishing opportunities among the Member States under this Protocol.

The Commission's negotiating position was based i.a. on the results of an ex-post evaluation study of the previous Protocol that was carried out by external experts in April 2010.

The new Protocol is in line with the objectives of the Fisheries Partnership Agreement aiming at strengthening the cooperation between the European Union and FSM and promoting a partnership framework in which to develop a sustainable fisheries policy and responsible exploitation of fishery resources in FSM EEZ in the interests of both Parties.

The two Parties have agreed to cooperate with a view to implementing FSM sectoral fisheries policy and to that end shall continue the policy dialogue on the relevant programming.

The new Protocol provides for a total financial contribution of EUR 559,000 per year for the whole period. This amount corresponds to: a) EUR 408,200 per year equivalent to an annual reference tonnage of 8,000 tonnes per year, and b) EUR 150,800 per year, corresponding to the additional envelop paid by the EU to support FSM fisheries policy. This Protocol also provides annual authorisations to fish within FSM EEZ for 6 purse seine vessels and 12 long-liners.

The Commission proposes, on this basis, that the Council, with the consent of the Parliament, adopts this Decision on the conclusion of this Protocol.

¹ Council Decision n° 8877/2010 of 26 April 2010

Proposal for a

COUNCIL DECISION

on the conclusion of the Protocol to the Fisheries Partnership Agreement between the European Community and Federated States of Micronesia

THE COUNCIL OF THE EUROPEAN UNION,

Having regard to the Treaty on the Functioning of the European Union, and in particular Article 43 in conjunction with Article 218(6)(a) thereof,

Having regard to the proposal from the European Commission,

Having regard to the consent of the European Parliament²,

Whereas:

- (1) By Council Regulation (EC) No 805/2006, the European Community concluded a Fisheries Partnership Agreement with the Federated States of Micronesia.
- (2) The European Union has subsequently negotiated with the Federated States of Micronesia a new Protocol to the Fisheries Partnership Agreement providing EU vessels with fishing opportunities in the waters over which the Federated States of Micronesia have sovereignty or jurisdiction in respect of fisheries
- (3) As a result of those negotiations, a new Protocol to the Fisheries Partnership Agreement was initialled on the 7 May 2010.
- (4) By Council Decision No .../2010/EU of ...³ the Protocol to the Fisheries Partnership Agreement between the European Community and FSM has been signed and provisionally applied since [...]
- (5) The Protocol should be concluded,

HAS ADOPTED THIS DECISION:

Article 1

The Protocol to the Fisheries Partnership Agreement between the European Community and Federated States of Micronesia initialled on the 7 May 2010 is hereby approved on behalf of the Union⁴.

² OJ C

³ OJ C ..., ..., p.

The text of the Protocol is attached to this Decision.

Article 2

The President of the Council shall designate the person(s) empowered to proceed, on behalf of the Union, to the notification provided for in Article 16 of the Protocol, in order to express the consent of the Union to be bound by the Protocol⁵.

Article 3

This Decision shall enter into force on the first day following that of its publication in the *Official Journal of the European Union*.

Done at Brussels,

For the Council
The President

⁴ The text of the Protocol has been published in OJ ... together with the decision on signature

⁵ The date of entry into force of the Protocol will be published in the *Official Journal of the European Union* by the General Secretariat of the Council

Protocol

Setting Out the Fishing Opportunities and financial contribution Provided for in the Fisheries 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 opportunities to the European Union tuna fishing vessels pursuant to Article 6 of the Fisheries Partnership Agreement, in conformity with Title 24 of the Code of the FSM and within the limits established by the Western and Central Pacific Fisheries Commission (WCPFC) conservation and management measures (CMM) and in particular CMM 2008-01.
2. For a period of five years from the date of entry into force of this Protocol the fishing opportunities foreseen under Article 5 of the Fisheries Partnership Agreement shall provide annual fishing authorisations to fish within FSM EEZ for 6 purse seine vessels and 12 long-liners.
3. Paragraphs 1 and 2 shall apply subject to Articles 5, 6, 8 and 10 of this Protocol.

Article 2

Financial Contribution - Methods of Payment

1. The financial contribution referred to in Article 7 of the Fisheries Partnership Agreement shall be EUR 559,000 per year for the period referred to in Article 1, Paragraph 2:
2. This financial contribution shall comprise:
 - a) an annual amount for the access to FSM EEZ of EUR 520,000 equivalent to a reference tonnage of 8,000 tonnes per year less EUR 111,800; and
 - b) a specific amount of EUR 150,800 per year for the support and implementation of FSM sectoral fisheries policy.
3. Paragraph 1 of this Article shall apply subject to Articles 4, 5 and 6 of this Protocol and to Articles 13 and 14 of the Fisheries Partnership Agreement.
4. If the total quantity of tuna catches per year by European Union vessels in the FSM EEZ exceeds 8,000 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 European Union cannot exceed a sum more than double the amount of the financial contribution referred to in Paragraph 2(a). Where the quantities caught by European Union vessels exceed the quantities corresponding to twice the amount indicated in Paragraph 2(a), the Parties shall consult each other as soon as possible in order to establish the amount due for the quantity caught in excess of this limit.
5. Payment shall be made no later than 45 days after the entry into force of the Protocol to the Fisheries Partnership Agreement for the first year and no later than the anniversary date of this Protocol for the following years.

6. FSM shall have full discretion regarding the use to which the financial contribution as specified in Article 2, Paragraph 2(a) is put.
7. The financial contribution shall be paid into the FSM National Government Account at the Bank of FSM Micronesia in Honolulu, Hawaii. The banking details are as follows:

Bank of FSM Micronesia, Honolulu Hawaii

ABA Number 1213-02373

Credit to Bank of FSM account number 08-18-5018

Account Holder: FSM National Government
8. Copies of payments or wire transfers shall be forwarded to FSM National Oceanic Resource Management Authority (NORMA) as evidence of payments made.

Article 3
Promotion of Responsible Fishing in FSM Waters

1. As soon as this Protocol enters into force and no later than three months after that date, the European Union and FSM shall agree, within the Joint Committee provided for in Article 9 of the Fisheries Partnership Agreement, on a multiannual sectoral programme and detailed implementing rules covering, in particular:
 - (a) annual and multiannual guidelines for using the financial contribution referred to in Article 2 Paragraph 2(b) for the initiatives to be carried out each year;
 - (b) the objectives, both annual and multiannual, to be achieved with a view to introducing and promoting, over the long term, 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.
2. Any proposed amendments to the multiannual sectoral programme must be approved by both parties within the Joint Committee.
3. Each year, FSM shall allocate, if appropriate, an additional amount to the financial contribution referred to Article 2 Paragraph 2(b) with a view to implementing the multiannual programme. This allocation must be notified to the European Union. FSM shall notify the European Commission of the new allocation no later than 45 days before the anniversary date of this Protocol.
4. 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 financial contribution referred to in Article 2 Paragraph 2(b) 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 4
Scientific Cooperation for 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 European Union and FSM shall ensure the sustainable use of the fishery resources in the FSM EEZ.
3. The parties undertake to promote cooperation at sub-regional level on responsible fishing and, in particular, within the WCPFC and any other sub-regional or international organisation concerned.
4. In accordance with Article 4 of the Fisheries Partnership Agreement, Article 4 Paragraph 1 of this Protocol and in light of the best available scientific advice, the Parties shall consult each other within the Joint Committee provided for in Article 9 of the Fisheries Partnership Agreement and adopt, where appropriate, measures in respect of the activities of European Union vessels authorized by this Protocol and licensed according to the Annex to ensure sustainable management of the fishery resources in the FSM EEZ.

Article 5
Adjustment of Fishing Opportunities by Mutual Agreement

1. The fishing opportunities referred to in Article 1 of this Protocol may be adjusted by mutual agreement insofar as the recommendations of WCPFC corroborate that such an adjustment will secure the sustainable management of FSM resources. In this case the financial contribution referred to in Article 2 Paragraph 2(a) of this Protocol shall be adjusted proportionately and *pro rata temporis*.

Article 6
New Fishing Opportunities

1. Should European Union vessels be interested in fishing opportunities which are not indicated in Article 1 of this Protocol, such interest should be made known to the FSM in the form of an expression of interest or request. The granting of such request will be made only in accordance with FSM Laws and Regulations and may be the subject of another agreement.
2. The Parties may carry out joint exploratory fishing surveys in FSM EEZ in accordance with FSM Laws and Regulations. To this end and subject to scientific assessment, they shall hold consultations whenever one of the Parties so request and determine, on a case-by-case basis, relevant new resources, conditions and other parameters.
3. The Parties shall carry out exploratory fishing activities in accordance with FSM Laws and Regulations by mutual agreement. The authorisations for exploratory fishing shall be granted for test purposes, for a duration and a starting date to be decided by mutual agreement between the two Parties.
4. Where the Parties conclude that the exploratory surveys have produced positive results, while preserving ecosystems and conserving living marine resources, new

fishing opportunities may be awarded to European Union vessels following consultation between the two Parties.

Article 7

Conditions Governing Fishing Activities — Exclusivity Clause

1. European Union vessels may fish in FSM EEZ only if they are in possession of a valid fishing authorisation issued by FSM NORMA under this Protocol.
2. For fishing categories not covered by the Protocol in force, and for exploratory fishing, the FSM NORMA may grant fishing authorisations to European Union vessels. However, the granting of these authorisations is subject to FSM Laws and Regulations and mutual agreement.

Article 8

Suspension and Review of the Payment of the Financial Contribution

1. The financial contribution referred to in Article 2 Paragraphs 2(a) and 2(b) of this Protocol shall be reviewed or suspended if:
 - a) unusual circumstances, other than natural phenomena, prevent fishing activities in FSM EEZ; or
 - b) following significant changes in the policy guidelines which led to the conclusion of this Protocol, either one of the Parties requests a review of the provisions with a view to a possible amendment thereof; or
 - c) the European Union ascertains a breach of essential and fundamental elements on human rights as laid out by Article 9 of the Cotonou Agreement, in FSM.
2. The European Union reserves the right to suspend, totally or partially, the payment of the specific contribution provided for in Article 2 Paragraph 2(b) of this Protocol:
 - a) where the results obtained are found to be inconsistent with the programming following the evaluation carried out within the Joint Committee; or
 - b) in case FSM fails to execute this specific contribution.
3. Payment of the financial contribution shall recommence once the situation has returned to the status prior to the occurrence of the above mentioned circumstances and following consultation and agreement of the two Parties confirming that the situation is likely to allow a return to normal fishing activities.

Article 9

Suspension and Reinstatement of Fishing Authorisation

1. FSM reserves the right to suspend fishing authorisations provided for in Article 1 Paragraph 2 of this Protocol where:
 - a) a specific vessel is in a serious violation as defined by FSM Laws and Regulations; or

- b) a court order issued in relation to a violation of a specific vessel has not been respected by the shipowner. Once the court order has been respected, the fishing authorisation for the vessel shall be reinstated for the remaining period of the fishing authorisation.

Article 10

Suspension of the Implementation of the Protocol

1. Implementation of the Protocol shall be suspended at the initiative of either one of the Parties if:
 - a) unusual circumstances, other than natural phenomena, prevent fishing activities in FSM EEZ; or
 - b) the European Union fails to make the payments provided for in Article 2, Paragraph 2(a) of this Protocol for reasons not covered by Article 8 of this Protocol; or
 - c) a dispute between the Parties over the interpretation of this Protocol or its implementation arises; or
 - d) either one of the Parties does not respect the provisions laid out by of this Protocol; or
 - e) following significant changes in the policy guidelines which led to the conclusion of this Protocol, either one of the Parties requests a review of the provisions with a view to a possible amendment thereof; or
 - f) either one of the Parties ascertains a breach of essential and fundamental elements on human rights as laid out by Article 9 of the Cotonou Agreement.
2. Implementation of the 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 between the two Parties have not resulted in an amicable settlement.
3. Suspension of implementation of the Protocol 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.
4. In the event of suspension of implementation, the Parties shall continue to consult with a view to finding an amicable settlement to their dispute. Where such settlement is reached, implementation of the Protocol shall resume and the amount of the financial contribution shall be reduced proportionately and *pro rata temporis* according to the period during which implementation of the Protocol was suspended.

Article 11

National Laws and Regulations

1. The activities of European Union fishing vessels when operating in FSM EEZ shall be governed by the applicable Laws and Regulations in FSM, unless otherwise provided for in the Agreement, this Protocol and the Annex and Appendices hereto.

2. FSM shall inform the European Commission of any changes or new legislation which is related to fisheries policy, at least 3 months before the entry into force of such changes or new legislation.

Article 12
Repeal of the Previous Protocol

This Protocol and its annexes repeal and replace the Protocol setting out the fishing opportunities and financial contribution for the Partnership Agreement between the European Community and the Federated States of Micronesia on fishing in the Federated States of Micronesia, which entered into force on 26 February 2007.

Article 13
Duration

This Protocol and the annexes hereto shall apply for a period of five years, unless notice of termination is given in accordance with Article 14 of this Protocol.

Article 14
Termination

1. In the event of termination of the Protocol, the Party concerned shall notify the other Party in writing of its intention to terminate it at least six months before the date on which such termination would take effect. Dispatch of the notification referred to in the previous paragraph shall open consultations by the Parties.
2. Payment of the financial contribution referred to in Article 2 of this Protocol for the year in which the termination takes effect shall be reduced proportionately and *pro rata temporis*.

Article 15
Provisional Application

This Protocol shall be applied provisionally from the date of the signature.

Article 16
Entry into Force

This Protocol with its Annex shall enter into force on the date on which the Parties notify each other of the completion of the procedures necessary for that purpose.

ANNEX

Conditions Governing Fishing Activities by European Union Vessels in the FSM

Chapter I

Management Measures

Section 1

Issue of Fishing Authorisations (licences)

1. Only authorised vessels may obtain a fishing authorisation 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 FFA Regional Register of Fishing vessels and WCPFC Record of Fishing Vessels.
3. All European Union vessels applying for a fishing authorisation must be represented by an agent resident in the FSM. The name, address and contact numbers of that agent shall be stated in the fishing authorisation application.
4. The European Commission shall present by email (norma@mail.fm) to the Executive Director (Executive Director) of the National Oceanic Resource Management Authority (FSM NORMA) with copy to the Delegation of the European Union 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 the first fishing authorisation application and Appendix 1b in case of fishing authorisation renewal.
6. FSM NORMA shall take all the necessary steps to ensure that the data received as part of the fishing authorisation application are treated as confidential. Those data shall be used exclusively in the context of the implementation of the Agreement.
7. All fishing authorisation applications shall be accompanied by the following documents:
 - a) payment or proof of payment of the fee for the period of validity of the fishing authorisation;
 - b) a copy of the tonnage certificate, certified by the Flag Member State, giving the tonnage of the vessel expressed in GRT or GT;
 - c) a recent, certified colour photograph, of at least 15 cm x 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 FFA Regional Register of Vessels and the WCPFC Record of Fishing Vessels;
 - f) a copy of the Certificate of Insurance in English valid for the duration of the fishing authorisation;
 - g) an application fee or proof of payment of EUR 460 per vessel;
 - h) an observer contribution fee of EUR 1,500 per vessel.
8. All the fees shall be paid into the FSM National Government Account at the Bank of FSM Micronesia in Honolulu, Hawaii as follows:
- Bank of FSM Micronesia, Honolulu Hawaii
- ABA Number 1213-02373
- Credit to Bank of FSM account number 08-18-5018
- Account Holder: FSM National Government
9. The fees shall include all national and local charges except for port taxes, service charges and transshipment fees.
10. Fishing authorisations for all vessels shall be issued both electronically and in paper form to ship-owners with an electronic copy to the European Commission and to the Delegation within 30 working days of receipt of all the documents referred to in Chapter I Section 1 Paragraph 7 of this Annex by the Executive Director. The electronic copy will still have to be replaced by the paper form once received.
11. Fishing authorisations shall be issued for a specific vessel and shall not be transferable.
12. At the request of the European Union and where force majeure is proven, a vessel's fishing authorisation shall be replaced by a new fishing authorisation for another vessel whose features are similar to those of the first vessel for the remaining period of the duration of the fishing authorisation, with no further fee due. The total catch by both vessels concerned will be taken into account when the level of catches by European Union vessels is taken into consideration to determine if any additional payments are to be made by the European Union according to Article 2 Paragraph 4 of the Protocol.
13. The owner of the first vessel shall return the fishing authorisation to be cancelled to the Executive Director via the Delegation.
14. The new fishing authorisation shall take effect on the day the Executive Director issues the fishing authorisation and is valid for the remaining period for the duration of the first fishing authorisation. The Delegation shall be informed of the new fishing authorisation.
15. The fishing authorisation must be kept on board at all times, prominently displayed in its wheelhouse, without prejudice to Chapter V Section 3 Paragraph 1 of this Annex. For a reasonable period of time after issuance of the fishing authorisation, not to exceed 45 days, and pending receipt by the vessel of the original fishing

authorisation, a document received electronically, or other documentation approved by the Executive Director, is a valid document and shall constitute sufficient evidence for purpose of surveillance, monitoring and enforcement of the Agreement. The document received electronically will still have to be replaced by the paper form once received.

16. The two Parties shall seek agreement for the purposes of promoting the introduction of a fishing authorisation system based exclusively on the electronic exchange of all the information and documents described above. The two Parties shall seek agreement for the purposes of promoting the rapid replacement of the paper fishing authorisation by an electronic equivalent such as the list of vessels authorised to fish in FSM EEZ, as specified in Paragraph 1 of this section.

Section 2

Fishing Authorisation Conditions – Fees and Advance Payments

1. Fishing authorisations shall be valid for one year. They may be renewable. Renewal of fishing authorisations shall be subject to the number of available fishing opportunities established by the Protocol.
2. The fee shall be EUR 35 per tonne caught within the FSM EEZ.
3. Fishing authorisations shall be issued once the following standard amounts have been paid to the Account named in Chapter I, Section 1, Paragraph 8 of this Annex:
 - 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. For the first year of implementation of this Protocol, the advance payment by the European Union ship-owners already paid in the previous Protocol shall apply; and
 - 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 June 30th 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 European Union (Institut de Recherche pour le Developpement (IRD), the Instituto Español de Oceanografía (IEO) or the Instituto Portugues de Investigaçao Maritima (IPIMAR).
5. The fee statement drawn up by the European Commission shall be transmitted to the Executive Director for verification and approval.

FSM 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 NORMA.

6. The final fee statement shall simultaneously be notified without delay to the Executive Director, the Delegation, and the ship-owners via their national administrations.

7. Any additional payments shall be made by the ship-owners to the FSM within forty-five (45) days from notification of the confirmed final statement into the Account named in Chapter I, Section 1, Paragraph 8 of this Annex.
8. However, if the amount of the final statement is lower than the advance referred to in Paragraph 3 of this Section, the resulting balance shall not be reimbursable to the ship-owner.

Chapter II

Fishing Zones and Activity

Section 1 Fishing Zones

1. The vessels referred to in Article 1 of the Protocol shall be authorized 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 thru 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 thru NM 4/48). The Executive Director shall communicate to the European 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 2 nautical miles radius of any anchored fish-aggregating device of the Government of 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.

Section 2 Fishing Activities

1. Only fishing or 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 FSM NORMA.
2. Fishing activities of the European Union vessels shall be done in accordance with the requirements of WCPFC conservation and management measures including CMM-2008-01.
3. No bottom fishing or coral fishing is permitted within the FSM EEZ.
4. European Union 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 1 mile of submerged reefs.
5. European Union vessels shall conduct all fishing activities in a manner which will not disrupt traditional, local-based fisheries, and shall release all turtles, marine mammals, seabirds and reef fish in a manner which will provide this miscellaneous catch with the greatest chance of survival.

6. European Union vessels, its master and operator 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.

Chapter III

Monitoring

Section 1

Catch Recording Arrangements

1. Masters of vessels shall record in their fishing logsheet the information listed in Appendix 2a and 2b. Electronic submission of catch data/logsheet data should apply to vessels over 24 meters from 1 January 2010 and gradually to vessels over 12 meters as of 2012. The Parties shall seek agreement for the purposes of promoting the introduction of catch data on system based exclusively on the electronic exchange of all the information described above. The two Parties shall seek agreement for the purposes of promoting the rapid replacement of the paper logsheet formats by electronic formats.
2. 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 master shall be required to record this information on the daily logsheet form. On days when no fishing operations are conducted, before midnight local time of that day, the vessel must record on the logsheet the fact that no operations were conducted.
3. Time and date of entries in and departures from FSM EEZ shall be recorded in logsheet immediately after entry in and departure from FSM EEZ.
4. For incidental by-catch of species other than tuna, the European Union vessels shall record the species of fish taken and the size and quantity of each species by weight or number, as specified in the logsheet whether the catch is kept on board the vessel or was returned to the sea.
5. The logsheets shall be filled in legibly on a daily basis and signed by the master of the vessel.

Section 2

Catch Communication Arrangements

1. For the purposes of this Annex, the duration of a fishing trip by the European Union 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 transshipment;
 - c) or the period elapsing between entering FSM EEZ and a landing in the FSM port.

2. All European Union vessels authorised to fish in the FSM EEZ under the Agreement shall communicate their catches in the FSM EEZ to the Executive Director in the following manner:
 - a) All signed logsheet forms shall be sent through Fisheries Monitoring Centre of Flag Member States to the Fisheries Monitoring Centre of FSM and to the European Commission by electronic means, within 5 days after each landing or transshipment operation,
 - b) Master of vessel shall send weekly catch report with information listed in Appendix 3 Part 3 to the Executive Director and to the European Commission. Weekly positions and catch reports shall be kept on board until the end of landing or transshipment operations.
3. Entering and leaving the zone:
 - a) European Union 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.
4. Vessels found to be fishing without having informed the Executive Director shall be regarded as vessels without a fishing authorisation.
5. Vessels shall also be informed of the fax and telephone numbers and e-mail address of FSM NORMA when the fishing authorisation is issued.
6. Each European Union vessel shall make the logsheets and Catch Reports immediately available for inspection by enforcement officers and other individuals and entities authorised by FSM NORMA.

Section 3
Vessel Monitoring System

1. Each European Union vessel shall be required to comply with the FFA Vessel Monitoring System (FFA VMS) currently applicable in the FSM EEZ when operating in the FSM EEZ. Each European Union vessel shall have installed on board, maintained, and fully operational at all times a mobile transmission unit (MTU) approved by FFA. The vessel and the operator agree not to tamper with, remove or have removed any MTU 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 MTU, and shall cooperate fully with FSM NORMA in its utilization.
2. Paragraph 1 above does not preclude the Parties from considering alternative VMS options compatible with the WCPFC VMS.

Section 4
Landing

1. European Union vessels wishing to land catches in the ports of FSM shall do so within FSM designated ports. A list of these designated ports is provided as Appendix 4.
2. The owners of such vessels must notify the following information to the Executive Director and to the FMC Flag Member State at least 48 hours in advance in accordance to the specimen provided in Appendix 3 Part 4. If landings occur in a port outside EEZ of FSM, notification shall be made on the same conditions previously referred, to the port State where landing will take place and the FMC of Flag Member State.
3. Captains of European Union fishing vessels engaged in landing operations in an 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.
4. European Union 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 authorization by the appropriate authority in the affected FSM State and prior written approval from FSM NORMA.

Section 5
Transshipment

1. European Union vessels wishing to tranship catches in the waters of FSM shall do so within FSM designated ports. A list of these designated ports is provided as Appendix 4.
2. The owners of such vessels must notify the following information to the Executive Director at least 48 hours in advance.
3. Transshipment shall be considered as an end of a trip. Vessels must therefore submit their catch declarations to the Executive Director and state whether they intend to continue fishing or leave the FSM EEZ.
4. European Union vessels fishing in the FSM EEZ shall not tranship their catch at sea under any circumstances.
5. 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 and Regulations.
6. Captains of European Union fishing vessels engaged in transshipment operations in an 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.
7. European Union 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 authorization by

the appropriate authority in the affected FSM State and prior written approval from FSM NORMA.

Chapter IV

Observers

1. At the time of lodging a fishing authorisation application, each European Union vessel concerned shall contribute an observer placement fee as specified in Chapter I Section 1 Paragraph 7(h) into the Account named in Chapter I Section 1 Paragraph 8 of this Annex, specifically for the observers programme.
2. European Union vessels authorised to fish in the FSM EEZ under the Agreement shall take on board observers on the terms set out below:
 - A. For purse seine vessels:

European Union purse seine vessels shall carry at all times an observer appointed by either FSM Fisheries Observer Program or WCPFC Regional Observer Program (WCPFC ROP) while operating in the FSM EEZ.
 - B. For longline vessels:
 - 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 FSM EEZ and the state of the resources targeted by those vessels. He/she shall determine accordingly the number or percentage of vessels 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 European 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 ship-owners concerned, or their agents, of his intentions to take on board an appointed observer on their vessels at the time the fishing authorisation is issued, or no later than fifteen (15) days before the observer's planned embarkation date and whose name shall be notified as soon as possible.
 - d) 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 ship-owners or their agents thereof when notifying them of the name of the observer appointed to be taken on board the vessel concerned.
3. Subject to the provisions of this Chapter, Paragraph 2A, the ship-owners concerned shall make known at which FSM ports and on what dates they intend to take observers on board 10 days prior to the date intended to take on the observer at the commencement of a trip.

4. Where observers are taken on board in a foreign port, their travel costs shall be borne by the ship-owner. 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.
5. If the observer is not present at the time and place agreed and during the six (6) hours following the time agreed, ship-owners shall be automatically absolved of their obligation to take the observer on board.
6. 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 logsheet;
 - 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.
7. Captains and masters shall permit authorized observers to board the authorized 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 authorized 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 authorized 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 FSM EEZ.
8. 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; and

- b) respect the material and equipment on board and the confidentiality of all documents belonging to the said vessel.
9. At the end of the observation period and after debriefing an activity report is drawn up 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.
10. Ship-owners shall bear the cost of accommodating observers in the same conditions as the officers on the vessel.
11. The salary and social contributions of the observer shall be borne by FSM NORMA when the vessel is operating in the FSM EEZ.

Chapter V

Control and Enforcement

Section 1

Vessel Identification

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 letter(s) of the port or district in which the vessel is registered and the number(s) under which it is registered shall be painted or displayed on both sides of the bow, as high above the water as possible so as to be clearly visible from the sea and the air, in a colour contrasting with the background on which they are painted. The name of the vessel and her registration port shall be painted also on the bow and stern of the vessel.
3. FSM and the European Union may require if necessary, that the international radio call sign (IRCS), the number of International Maritime Organisation (IMO), or the external registration letters and numbers, be painted on top of the wheelhouse, so as to be clearly visible from the air, in a colour contrasting with the ground on which it is painted;
 - a) The contrasting colours shall be white and black; and
 - b) The external registration letters and numbers painted or displayed on the hull of the vessel shall not be removable, effaced, altered, illegible, covered or concealed.
4. Any vessel not displaying its name and radio call sign or signal letters in the prescribed manner may be escorted to an FSM port for further investigation.
5. A vessel operator shall ensure the continuous monitoring of the international distress and calling frequency (2182) 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.

6. 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.

Section 2

Communication with Patrol Vessels of Federated States of Micronesia

1. 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 star board 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

2. FSM shall provide to the European Commission a list of all Patrol Vessels to be used for fisheries control purposes. This list shall include all the details related with those vessels, namely: Name, Flag, Type, photo, identification external marks, IRCS and communication capability.
3. Patrol Vessel shall be clearly marked and identifiable as being on government use/service.

Section 3

Vessel List

1. The European Commission shall keep an up-to-date list of the vessels to which a fishing authorisation has been issued under the 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.

Section 4

Applicable Laws and Regulations

1. The vessel and its operators shall strictly comply with this Annex and laws and regulations of the FSM and its States. They should also comply with international treaties, conventions, and fisheries management agreements to which both the FSM and the European Union are a party. Failure to comply strictly with this Annex and

with the laws and regulations of the FSM and its States may result in substantial fines and other civil and criminal penalties.

Section 5
Control Procedures

1. Captains or masters of European Union vessels engaged in fishing activities in the FSM EEZ shall allow and facilitate boarding and the discharge of their duties by any FSM authorized 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.
2. In order to facilitate safer inspection procedures, boarding should be conducted with prior notice sent to the vessel, including the identity of the inspection platform and the name of the inspector.
3. Enforcement officials shall have full access to the vessel's records, including its logsheets, Catch Reports, documentation and any electronic device used for recording or storing data, and the captain or master of the vessel shall permit such authorized officials to make notation on any permit issued by FSM NORMA or other documentation required under the Agreement.
4. The captain or master shall immediately comply with all reasonable instructions given by the authorized officials, and shall facilitate safe boarding, and facilitate the inspection of the vessel, gear, equipment, records, fish and fish products.
5. The vessel's captain, master or crew shall not assault, obstruct, resist, delay, refuse boarding, intimidate, or interfere with an authorized official in the performance of duties.
6. These officials shall not remain on board for longer than is necessary for the discharge of their duties.
7. Where the provisions set out in this Chapter are not complied with, FSM reserves the right to suspend the fishing authorisation 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.
8. Once the inspection has been completed, a certificate shall be issued to the master of the vessel.
9. FSM shall ensure that all staff involved directly in the inspection of fishing vessels covered by this agreement will have the necessary skills to conduct a fisheries inspection and are familiar with the fisheries concerned. During the inspection on board the fishing vessels covered by this agreement, the fisheries inspectors of FSM shall ensure that the crew, vessel and her cargo are treated with full respect for international provisions foreseen on the WCPFC Boarding and Inspection Procedures.

Section 6
Arrest Procedure

1. Arrest of fishing vessels
 - a) The Executive Director shall inform the Delegation, within 24 hours, of all arrests and penalties imposed on European Union 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.
2. 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.
3. 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 Flag Member States concerned.
 - b) At the meeting, the Parties shall exchange any relevant documentation or information helping to clarify the circumstances of the established facts. The ship-owner or its agent shall be informed of the outcome of the meeting and of any measures resulting from the arrest.
4. 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 (4) 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 laws and regulations.
 - 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 Chapter I, Section 1, Paragraph 8 of this Annex.
 - 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 Paragraph 4(c) has been lodged and accepted by the competent judicial body, pending completion of the legal proceedings.

Chapter VI

Environmental Responsibility

1. European Union vessels recognize the need to preserve the fragile (marine) environmental conditions of the lagoons and atolls of the FSM and the European Union vessels shall not discharge any substance that is likely to cause damage to, or deterioration in, the quality of marine resources.
2. Where bunkering, or any other transfer of any product included in the United Nations International Maritime Dangerous Goods (IMDG) code takes place during a fishing trip in the FSM EEZ, European Union vessels shall report such activity in accordance with the specimen provided in Appendix 3 Part 5.

Chapter VII

Embarking Seamen

1. Each European Union vessel fishing under the Agreement shall undertake to employ at least one (1) FSM seamen as a crew-member.
2. Ship-owners shall be free to select the seamen they take on board their vessels from the names on a list submitted by the Executive Director.
3. The ship-owner 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.
4. The International Labour Organisation (ILO) Declaration on Fundamental Principles and Rights at Work shall apply as of right to seamen signed on by European Union 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.
5. FSM seamen's employment contracts, a copy of which shall be given to the signatories, shall be drawn up between the ship-owners' 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.

6. FSM seamen's wages shall be paid by the ship-owners. They shall be fixed, before fishing authorisations are issued, by mutual agreement between the ship-owners 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.
7. All seamen employed aboard European Union 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, ship-owners shall be automatically absolved of their obligation to take the seaman on board.

Chapter VIII

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 recognized insurance carrier acceptable to FSM NORMA for FSM EEZ, including areas within the lagoons and atolls, the Territorial Sea and submerged reefs as evidenced by the Certificate of Insurance referred to in Chapter I Section 1 Paragraph 7(f) of this Annex.
3. In the event a European Union vessel is involved in a maritime accident or incident in FSM EEZ (including internal waters and the Territorial Sea), resulting in damages of any kind to the environment, to property or to any person, the vessel and the operator shall immediately notify FSM NORMA and the FSM Secretary of the Department of Transportation, Communications and Infrastructure.

Appendices

1. Fishing Authorisation 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
4. List of Designated Ports in FSM



**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) 320-2383
Email: 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 Metrics; specify units if other systems used.
- Affix a recent 6x8 inch color 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 Number _____
 Old International Radio Call Sign _____

Regional Requirements:

FFA Registration Number _____
 FFA VMS Registration No. _____
 Type of ALC _____

Vessel Identification:

Name of Vessel _____

Vessel Type: (Select as appropriate)

Single Purse Seiner <input type="checkbox"/>	Fish Carrier/Reefer <input type="checkbox"/>	Search Boat <input type="checkbox"/>
Longliner <input type="checkbox"/>	Bunker <input type="checkbox"/>	Other <input type="checkbox"/>
Pole and Liner <input type="checkbox"/>	Group Purse Seiner <input type="checkbox"/>	Specify _____

Country of Registration _____ Country of Registration Number _____
 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 Authorized Fishing Area _____

Permit Details

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

1-year <input type="checkbox"/>	_____
6-months <input type="checkbox"/>	_____
3-months <input type="checkbox"/>	_____
Other (Specify): <input type="checkbox"/>	_____

Vessels Specifications:

Hull Material: Steel Wood FRP If other, specify _____

Year Built _____ Gross Tonnage _____

Place Built _____ Overall Length _____

Crew Size _____ Main Engines Power (specify _____ Fuel Carrying Capacity (kiloliters) _____
 units) _____

Daily Freezing Capacity (Select more than one, if appropriate):

Method Capacity Temperature (c)

Metric tons / day

Brine (NaCl)	BR	<input type="checkbox"/>	_____	_____
Brine (CaCl)	CB	<input type="checkbox"/>	_____	_____
Air (Blast)	BF	<input type="checkbox"/>	_____	_____
Air (Coils)	RC	<input type="checkbox"/>	_____	_____

If other, specify _____

Storage Capacity (more than one, if appropriate):

Method Capacity Temperature (c)

Cubic meters

Ice	IC	<input type="checkbox"/>	_____	_____
Refrigerated Sea Water	RW	<input type="checkbox"/>	_____	_____
Brine (NaCl)	BR	<input type="checkbox"/>	_____	_____
Brine (CaCl)	CB	<input type="checkbox"/>	_____	_____
Air (Coils)	RC	<input type="checkbox"/>	_____	_____

If other, specify _____

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

A. For Purse Seine Vessels:

Helicopter Reg. No. _____ Net Length (meters) _____

Helicopter Model _____ Net Depth (meters) _____

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 Capacity

(x where appropriate) (Cubic meters)

Natural NN _____

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/Mothership

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:

Name of Agreement and/or Base Agreement

Agreement Effective Date

Applicant:

State whether owner, charter or duly agent _____

Applicant Name: _____

Phone: _____

Address: _____

Fax: _____

Email: _____

Signature _____

Date _____



**APPLICATION FOR PERMIT RENEWAL
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) 320-2383
Email: 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 Number _____
 FFA VMS Registration Number _____

Vessel Detail:
 Name of Vessel _____ Previous Permit No. _____
 Country of Registration (Flag) _____
 Flag State Registration Number _____ International Radio Call Sign _____

Vessel Type (Gear):

<input type="checkbox"/> Single Purse Seiner	<input type="checkbox"/> Fish Carrier/Reefer	<input type="checkbox"/> Search Boat
<input type="checkbox"/> Longliner	<input type="checkbox"/> Bunker	<input type="checkbox"/> Other (specify) _____
<input type="checkbox"/> Pole and Liner	<input type="checkbox"/> Group Purse Seiner	

Permit Details: Select the duration of permit as applicable and specify the preferred effective date.
 1-year 6-month 3-month

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:

Name of Agreement and/or Base Agreement _____		Agreement Effective Date _____	
Applicant:			
State whether owner, charter or duly agent _____			
Applicant Name: _____	Phone: _____	_____	_____
Address: _____	Fax: _____	_____	_____
Signature _____	Email: _____	_____	_____
	Date _____	_____	_____

APPENDIX 2A
SPC / FFA REGIONAL PURSE-SEINE LOGSHEET

NAME OF VESSEL			FISHING PERMIT OR LICENCE NUMBER(S)		
NAME OF FISHING COMPANY			NAME OF AGENT IN PORT OF UNLOADING		
COUNTRY OF REGISTRATION			NO. OF FAU'S INVESTIGATED		
REGISTRATION NUMBER IN COUNTRY OF REGISTRATION			PORT OF DEPARTURE		
			TENDER VESSELS USED? (Y/N)		
			DATE AND TIME OF DEPARTURE		
			DATE AND TIME OF ARRIVAL IN PORT		
			AMOUNT OF FISH ONBOARD AT START OF TRIP		
			AMT OF FISH ONBOARD AFTER UNLOADING		

- ALL DATES AND TIMES MUST BE UTC / GMT
- RECORD SMALL AND LARGE YELLOWFIN AND BIGEYE SEPARATELY

MONTH	DAY	ACTIVITY CODE	01:00 UTC OR SET POSITION		SCHOOL ASSOC CODE	START TIME	END TIME	SKIP/JACK	RETAINED CATCH (METRIC TONNES)			WELL NUMBERS			DISCARDS		
			LATITUDE	LONGITUDE					YELLOWFIN	BIGEYE	OTHER SPECIES	Small	Large	Other	Small	Large	Other

PAGE TOTAL				TRIP TOTAL			
<p>ACTIVITY CODES</p> <ul style="list-style-type: none"> • RECORD ALL SETS • IF NO FISHING SET MADE IN A DAY, RECORD THE MAIN ACTIVITY FOR THAT DAY 1 FISHING SET 2 SEARCHING 3 TRANSIT 4 NO FISHING - BREAKDOWN 5 NO FISHING - BAD WEATHER 6 IN PORT - PLEASE SPECIFY 7 NET CLEANING SET 8 DEPLOYING OR RETRIEVING RAFTS, FAU'S OR PAYA'S 							
<p>SCHOOL ASSOCIATION CODES</p> <ul style="list-style-type: none"> 1 UNASSOCIATED 2 FEEDING ON BAIT/FISH 3 DRIFTING LOG, DEBRIS OR DEAD ANIMAL 4 DRIFTING RAFT, FAU OR PAYAO 5 ANCHORED RAFT, FAU OR PAYAO 6 LIVE WHALE 							
<p>TUNA DISCARD CODES</p> <ul style="list-style-type: none"> 1 FISH TOO SMALL 2 FISH DAMAGED 3 VESSEL FULLY LOADED 4 OTHER REASON 							
START DATE		END DATE		CANNERY OR VESSEL AND DESTINATION		UNLOADINGS TO CANNERY, COLD STORAGE, CARRIER OR OTHER VESSEL	
				INT'L RADIO CALL SIGN		SKIP/JACK YELLOWFIN BIGEYE MIXED OTHERS REJECTS	
NAME OF CAPTAIN				SIGNATURE OF CAPTAIN			
				DATE			

SPC / FFA REGIONAL PURSE-SEINE LOGSHEET INSTRUCTIONS

Logsheets must be completed for each trip. The start of a trip is defined to occur when a vessel leaves port to transit to a fishing area or to transit to another port to complete unloading. The end of a trip is defined to occur when a vessel enters port to unload part or all of the catch.

Block One: Vessel Identification and Trip Information

Country of Registration and Registration Number in Country of Registration: Print the name of the country in which the vessel is registered (e.g. "Japan") and the registration number issued by the country in which the vessel is registered (e.g. "ME1-808").

FFA Vessel Register Number: Print the number issued by the Forum Fisheries Agency for inclusion of the vessel on the FFA Vessel Register (e.g. "12345"). WCPFC Identification Number: Print the number issued by the Flag State.

Fishing Permit or License Number(s): If the vessel fished under one or more bilateral access agreements, then print the fishing permit number issued by each of the coastal states in whose waters the vessel fished during the trip. If the vessel fished under a multilateral treaty, then print the fishing permit number issued to the vessel under the multilateral treaty. If the vessel is registered in the coastal state, then print the fishing license number issued by the coastal state.

Name of Agent in Port of Unloading: Print the name of the agency or agencies which represented the vessel in the port or ports in which the vessel unloaded the catch recorded on the logsheet. Place of Unloading: Specify the name of the port where the catch was unloaded, or the GPS position where unloading occurs at sea.

Number of FADs Investigated: Print the number of individual FADs that were investigated during the trip, regardless of which vessel may have deployed the FAD. Count each FAD once, regardless of the number of times an individual FAD was investigated.

Year and Trip Number This Year: Print the year in which the vessel departed from port at the start of the trip and the number of trips the vessel has taken this year, including this trip. (See the definitions of the start and end of a trip above.)

Amount of Fish Onboard at Start of Trip: If any fish caught during a previous trip have not been unloaded before the departure of the current trip, then print the amount of fish onboard the vessel at the start of the current trip.

Amount of Fish Onboard After Unloading: If any fish remained onboard after the unloading of the catch from the current trip and before the departure of the next trip, then print the amount of fish onboard the vessel at the start of the next trip.

Block Two: Catches and Discards

Complete at least one line of Block Two for each set made, either fishing set or net cleaning set, even if the fishing set was unsuccessful. If no fishing sets were made during the day, then provide the Month, Day, Activity Code, and the 01:00 UTC Position. All columns must be completed for each fishing set, **including the discards columns**. If necessary, use more than one line to record the retained catch of other species, well numbers, and discards.

Activity Code: Use Activity Code 1 ('Fishing set') when a set on a school of fish was made. Use Activity Code 2 ('Searching') for days on which no fishing sets were made and the main activity was searching for schools of fish. Use Activity Code 3 ('Transit') for days on which no fishing sets were made and the main activity was transiting. Use Activity Code 4 ('No fishing - breakdown') for days on which no fishing sets were made and the main activity was being inactive due to breakdown. Use Activity Code 5 ('No fishing - bad weather') for days on which no fishing sets were made and the main activity was being inactive due to bad weather. Use Activity Code 6 ('In port - please specify') for days on which no fishing sets were made and the main activity was being in port (e.g. to disembark an injured crew member). Use Activity Code 7 ('Net cleaning set') for any sets that were not made on a school of fish. If no code exists, please describe the activity on the form. Use Activity Code 10 ('Deploying or retrieving raft, FAD or payao') for days on which no fishing sets were made and the main activity was deploying or retrieving rafts, FADs or payaos.

01:00 UTC or Set Position: If a set was made, print the position of the set. If no sets were made during the day, print the position at 01:00 UTC. The position should be recorded to the nearest thousandth of a minute of latitude and longitude (e.g. "08-22.334 N" and "165-45.556 E").

School Assoc Code: Schools of tuna are often associated with a floating object or an animal. If the school was not associated with anything, then use School Association Code 1 ('Unassociated'). If the school was associated with an object that is not on the list of School Association Codes, then use School Association Code 8 ('Other') and please describe the object.

Set Start Time: Print the UTC time at which the skiff was put in the water.

Retained Catch: Skipjack, Yellowfin, Bigeye, and Other: Print the amounts caught in the set, rounded to the nearest metric tonne. If a species other than skipjack, yellowfin and bigeye was caught and not discarded, print the name of the species in the column under *Other Species, Name*, and the amount caught under *Other Species, Weight*. If a species of special interest (such as a marine turtle, marine mammal or sea bird) is caught, then record the capture *Other Species, Name*. When more than one 'other' species occurs in a set, use additional lines on the logsheet.

Well Numbers: Print the number of the wells in which the catch from the set was stored initially and note any transfers amongst wells with arrows, for example: "S4 → P3,P2,P5" and "S4,S5 → P3".

Discards: If tuna were discarded, then print the name of the species, the amount discarded, and the Discard Code. If any other species was discarded, print the name of the species, and the total number of fish discarded or the total weight of fish discarded.

Vessels Sighted: If other fishing vessels are sighted, write the name of the vessel, and other identifiers, such as the vessel type, on one line of the logsheet.

Block Three: Unloadings

Unloadings to Cannery, Cold Storage, Carrier or Other Vessel: When fish are unloaded at the end of a trip, record the date on which unloading began, the date on which unloading ended, the name of the cannery or vessel to which the fish were unloaded, the port in which the fish were unloaded, the international radio call sign of the vessel to which the fish were unloaded, and the amount of each species unloaded. If unloading to a vessel, also record the destination of the fish beside the name of vessel. Use one line for each cannery or vessel to which the fish were unloaded. If unloadings of skipjack and yellowfin were not recorded separately, then record the total amount unloaded under *Mixed*.

SPC / FFA REGIONAL LONGLINE LOGSHEET INSTRUCTIONS

Block One: Vessel Identification and Trip Information

Country of Registration and Registration Number in Country of Registration: Print the name of the country in which the vessel is registered (e.g. "Japan") and the registration number issued by the country in which the vessel is registered (e.g. "ME1-808").

FFA Vessel Register Number: Print the number issued by the Forum Fisheries Agency for inclusion of the vessel on the FFA Regional Register (e.g. "12345"). WCPFC Identification Number: Print the number issued by the Flag State.

Fishing Permit or Licence Number(s): If the vessel fished under one or more bilateral access agreements, then print the fishing permit number issued by each of the coastal states in whose waters the vessel fished during the trip. If the vessel fished under a multilateral treaty, then print the fishing permit number issued to the vessel under the multilateral treaty. If the vessel is registered in the coastal state, then print the fishing licence number issued by the coastal state.

Name of Agent in Port of Unloading: Print the name of the agency or agencies which represented the vessel in the port or ports in which the vessel unloaded the catch recorded on the logsheet. In case of transshipment at sea, print the name of the carrier and destination of the unloaded catch.

Year and Trip Number This Year: Print the year in which the vessel departed from port at the start of the trip and the number of trips the vessel has taken this year (including this trip). The start of a trip is defined to occur when a vessel transits to a fishing area after unloading part or all of the catch, regardless of whether the unloading took place in port or at sea. The end of a trip is defined to occur when a vessel unloads part or all of the catch, regardless of whether the unloading took place in port or at sea.

Place of Unloading: Specify the name of the port where the catch was unloaded, or the GPS position where unloading occurs at sea.

Primary Target species: Print the primary target species for this trip.

Block Two: Catches

Complete at least one line of Block Two for each set that was made during the trip. If no sets were made during the day, then provide the Month, Day, Activity Code, and the 01:00 UTC Position. If necessary, use more than one line to record the catch of other species.

Month and Day: The day should correspond to the day on which the crew started the set; record the day number and not the day of the week.

Activity Code: Use Activity Code 1 ('A set') if the line in Block Two corresponds to a set of the longline gear in the water. Use Activity Code 2 ('A day at sea but not fished and not in transit – please specify') if the vessel was at sea, but the longline gear was not placed in the water that day and the vessel was **not** in transit, please describe the activity on the line that refers to that day. Use Activity Code 3 ('Transit') if no sets were made and the vessel spent most of the day in transit. Use Activity Code 4 ('In port - please specify') if no sets were made and the vessel spent most of the day in port. If no code exists, please describe the activity on the form.

01:00 UTC or Set Position: If a set was made, print the position of the start of the set. If no sets were made during the day, print the position at 01:00 UTC. The position should be recorded to the nearest minute of latitude and longitude (e.g. "08-22 N" and "165-45 E").

Set Start Time: Print the UTC time when the crew started placing the longline gear in the water.

Number of Hooks: Print the total number of hooks that were set.

Hooks between Floats: Print the number of hooks used between successive two floats.

Albacore, Bigeye and Yellowfin: Print number of fish caught and retained under *No RET*. Print the total amount of the whole weights for albacore, and the gilled-and-gutted weights for bigeye and yellowfin, of all fish that were caught and retained, in kilograms, under *KG RET*. Print number of fish that were discarded under *No DISC*. Record small tuna (< 9kg / 20lbs / tuna too small for commercial markets) in the "Other species" column.

Shark: Print the number of fish caught and retained, **excluding** fish from which only the fins were retained and not the body, under *NO RET*. Print the number of fish discarded, **including** fish from which only the fins were retained and not the body, under *No DISC*.

Striped Marlin, Blue Marlin, Black Marlin, and Swordfish: Print number of fish caught and retained under *No RET*. Print total amount of the processed weights of all fish that were caught and retained, in kilograms, under *KG RET*.

Other Species: Print the full name of the species under *NAME*. Print the number of fish caught and retained under *No RET*. Print the total amount of the processed weights of all fish that were caught and retained, in kilograms, under *KG RET*. When more than one 'other' species occurs in a set, use additional lines on the logsheet. If a species of special interest (such as a marine turtle, marine mammal or sea bird) is caught, then record the capture on a separate line. Record small tuna (< 9kg / 20lbs / tuna too small for commercial markets) in this "Other species" column.

Vessels Sighted: If other fishing vessels are sighted, write the name of the vessel, and other identifiers, such as the vessel type, on one line of the logsheet.

Whale Predation: If any fish were predated by whales, write the number of fish predated by whales on one line of the logsheet.

Reporting Details

Report to NORMA

Fax: (691) 320-2383, Email: 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)

eg. 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

eg. 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

eg. 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

eg. 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

eg. 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 authorized 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) Transhipped 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

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

Designated Ports

1. Tomil Harbor in the State of Yap
2. Weno Anchorage in the State of Chuuk
3. Mesenieng Harbour in the State of Pohnpei
4. Okat Harbour in the State of Kosrae

LEGISLATIVE FINANCIAL STATEMENT FOR PROPOSALS

1. FRAMEWORK OF THE PROPOSAL/INITIATIVE

1.1. Title of the proposal/initiative

Proposal for a Council Decision on the conclusion of the Protocol to the Fisheries Partnership Agreement between the European Community and Federated States of Micronesia

1.2. Policy area(s) concerned in the ABM/ABB structure⁶

11. Maritime affairs and fisheries

11.03. International fisheries and law of the sea

1.3. Nature of the proposal/initiative

X The proposal/initiative relates to **the extension of an existing action**

1.4. Objectives

1.4.1. *The Commission's multiannual strategic objective(s) targeted by the proposal/initiative*

Within the framework of its exclusive competence in the negotiations of bilateral fishing agreements, the Commission negotiates, concludes and implements the Fisheries Partnership Agreements (FPA) while ensuring a political dialogue among the partners in the field of the fisheries policy of the third countries concerned.

The negotiation and conclusion of fisheries agreements with third countries meet the general objective of maintaining and safeguarding the traditional fishing activities of the EU fleet, including the distant-water fleet, and developing relations in a spirit of partnership with a view to strengthening the sustainable exploitation of fishery resources outside EU waters, taking account of environmental, social and economic concerns.

1.4.2. *Specific objective(s) and ABM/ABB activity(ies) concerned*

Specific objective No 1⁷.

To contribute to sustainable fisheries outside Community waters, maintain a European presence in distant fisheries and protect the European fisheries sector and consumer interests by negotiating and concluding Fisheries Partnership Agreements (FPAs) with coastal States (third countries) in coherence with other European policies.

In the specific case of the new protocol with the Federated States of Micronesia the level of the catches for the EU tuna fleet was fixed at the annual reference tonnage of 8,000 tonnes /

⁶ ABM: Activity-Based Management – ABB: Activity-Based Budgeting.

⁷ In the 'activity statements' set up for the 2010 budget, it concerns the specific objective No. 2 - Ref. <http://www.cc.cec/budg/bud/proc/adopt/ doc/ pdf/2010/apb2010-working-documents-part1-11-mare.pdf>

year. The unit costs are fixed at 100 EUR / t including 65 EUR / t paid from the EU budget and 35 EUR / t paid by operators.

ABM/ABB activity(ies) concerned

Maritime affairs and fisheries, International fisheries and law of the sea, International fisheries agreements (budget line 11.0301)

1.4.3. Expected result(s) and impact

Specify the effects which the proposal/initiative should have on the beneficiaries/groups targeted.

1. The conclusion of the new Protocol with FSM contributes to maintaining for the period 2011-2015 the level of fishing opportunities for the EU vessels in the waters of the third countries, particularly the tuna fleet. This protocol contributes to maintaining the continuity of the fishing zones covered by all agreements in the Pacific Ocean.

2. The Protocol also contributes to sound management and conservation of the fishery resources, through the sectoral support policy of the partner country.

1.4.4. Indicators of results and impact

Specify the indicators for monitoring implementation of the proposal/initiative.

The following indicators will be used in the context of the ABM for the purposes of monitoring implementation of the Agreement:

- Monitoring the utilisation rate of the fishing opportunities;
- Gathering and analysing data on catches and the commercial value of the Agreement;
- Contribution to employment and value-added in the EU;
- Contribution to stabilising the EU market;
- Contribution to the general objectives of reducing poverty in FSM, including the contribution to employment, development of infrastructure and support for the state budget;
- Number of technical meetings and meetings of the Joint Committee

1.5. Grounds for the proposal/initiative

1.5.1. Requirement(s) to be met in the short or long term

The need of this new Protocol to the Fisheries Partnership Agreement lies in the necessity to allow EU vessels to obtain fishing rights for purse seiners and long-liners in the FSM EEZ, exclusively for tuna and tuna-like species.

The main elements of the new Protocol are:

- Fishing opportunities: with an annual reference tonnage of 8,000 tonnes, the 6 purse seiner and 12 long liner fishing authorisations will be allocated as follows:
 - purse seiners: Spain: 5, France: 1
 - long liners: Spain: 12
- Annual financial contribution: EUR 559,000
- Advances and fees payable by shipowners⁸:
 - purse seiners: 35 EUR for seiners per tonne of tuna caught in the FSM EEZ. The annual advances are fixed at EUR 15,000 per tuna seiner.
 - long liners: 35 EUR for seiners per tonne of tuna caught in the FSM EEZ. The annual advances are fixed at EUR 4,200 per long-liner.

1.5.2. *Added value of EU involvement*

The added value is in having an effective and transparent framework allowing EU vessels to obtain fishing rights for purse seine and long line vessels in FSM EEZ.

In the absence of such a framework provided by this proposal, fishing activities would be managed within other forms of (private) agreements, in which sustainability and responsible fishing are not always priority objectives.

The EU's commitment is to continue promoting responsible and sustainable fisheries in third country waters, including in the region of the Pacific Ocean.

1.5.3. *Lessons learned from similar experiences in the past*

A thorough evaluation was carried out on the Protocol 2007-10, ending in April 2010, with the assistance of a consortium of independent consultants, with a view to launching negotiations for a new Protocol.

The evaluation identified the following points of interest for the EU in maintaining a relationship in the fisheries sector with FSM:

- By meeting the needs of the European fleets, the fisheries agreement with FSM helps support the viability of the EU tuna industry in the Pacific Ocean;
- The Protocol is deemed to be capable of contributing to the viability of European industries by offering a stable legal environment to EU vessels and the industries which depend on them;
- The Green Paper on the reform of the Common Fisheries Policy emphasises that cooperation on a regional basis should be explored as a means to achieve sustainability beyond EU waters;

⁸ Advances and fees payable by shipowners do not have an impact on the EU budget

- It is part of the EU strategy to strengthen the framework of RFMOs as a means of promoting fishery governance.

As regards FSM interests under the Protocol, the conclusions of the evaluation were:

- FSM need foreign exchange reserves to maintain macroeconomic stability. A guaranteed income over at least a five year period from the FPA will provide part of the needs of the country;
- The new Protocol would help to secure national funding over several years for policy development not supported by foreign donors;

In addition to the direct commercial value of catches for the local processing industry, the following benefits are expected for FSM:

- Employment of local seamen on board of EU vessels,
- Contribution to the supply of EU markets with fish products.

1.5.4. *Coherence and possible synergy with other relevant instruments*

The financial contributions paid under the Fisheries Partnership Agreements constitute an income to the national budgets of third countries. However, putting a part of these contributions to actions within the framework of the sectoral policy of the country is a condition for the conclusion and the monitoring of the FPA. These financial resources are compatible with other sources of financing from other international donors for the realisation of projects and/or of the programmes carried out at the national level in the fisheries sector. Other actions possibly co-financed by the EDF, could also be compatible with those identified within the framework of the annual and multi-annual planning of the sectoral policy of the country.

1.6. **Duration and financial impact**

X Proposal/initiative of **limited duration**

- X Proposal/initiative in effect from the adoption of the Council decision on the Protocol's signing and the provisional application.
- X Financial impact from 2011 to 2015

1.7. **Management mode(s) envisaged⁹**

X **Centralised direct management** by the Commission

If more than one management mode is indicated, please provide details in the "Comments" section.

Comments

⁹ Details of management modes and references to the Financial Regulation may be found on the BudgWeb site: http://www.cc.cec/budg/man/budgmanag/budgmanag_en.html

2. MANAGEMENT MEASURES

2.1. Monitoring and reporting rules

Specify frequency and conditions.

The Commission (DG MARE, in collaboration with the Delegation of the European Union in Fiji) will ensure regular monitoring of the implementation of this Protocol, particularly in terms of its use by operators and catch data

Moreover, at least one annual meeting of the Joint Committee is provided for in the Protocol during which the Commission and the Member States meet the third country over the implementation of the Agreement and of its Protocol.

2.2. Management and control system

2.2.1. Risk(s) identified

The implementation of the Protocol brings certain number of risks, for example: the funds intended for the financing of the sectoral fisheries policy are not allocated as agreed (under-programming).

2.2.2. Control method(s) envisaged

To avoid the risks mentioned in the previous point, a dialogue on programming and implementation of the sectoral policy is envisaged. The joint analysis of the results indicated at paragraph 2.1 also forms part of these control methods.

In addition the Protocol envisages specific clauses for its suspension, on certain conditions and in given circumstances.

2.3. Measures to prevent fraud and irregularities

Specify existing or envisaged prevention and protection measures.

The use to which the financial contribution paid by the EU under the Protocol is put is entirely at the discretion of the sovereign third country concerned.

Nevertheless, the Commission undertakes to try and establish a permanent political dialogue and cooperation with a view to improving the management of the protocol and strengthening the EU contribution to the sustainable management of resources.

In any case, any payment which the Commission makes under a Fisheries Partnership Agreement is subject to its standard rules and budgetary and financial procedures. This makes it possible, in particular, to fully identify the bank accounts of the third countries into which the financial contribution is paid.

3. ESTIMATED FINANCIAL IMPACT OF THE PROPOSAL/INITIATIVE

3.1. Heading(s) of the multiannual financial framework and expenditure budget line(s) affected

- Existing expenditure budget lines

In order of multiannual financial framework headings and budget lines.

Heading of multiannual financial framework	Budget line	Type of expenditure	Contribution			
	Number [Description.....]	DA/NDA ⁽¹⁰⁾	from EFTA ¹¹ countries	from candidate countries ¹²	from third countries	within the meaning of Article 18(1)(aa) of the Financial Regulation
2	11.0301 International fisheries agreements	DA	NO	NO	NO	NO

- New budget lines requested

(not applicable)

In order of multiannual financial framework headings and budget lines.

Heading of multiannual financial framework	Budget line	Type of expenditure	Contribution			
	Number [Heading.....]	Diff./non-diff.	from EFTA countries	from candidate countries	from third countries	within the meaning of Article 18(1)(aa) of the Financial Regulation
	[XX.YY.YY.YY]		YES/N O	YES/N O	YES/N O	YES/NO

¹⁰ DA= Differentiated appropriations / DNA= Non-Differentiated Appropriations

¹¹ EFTA: European Free Trade Association.

¹² Candidate countries and, where applicable, potential candidate countries from the Western Balkans.

3.2. Estimated impact on expenditure

3.2.1. Summary of estimated impact on expenditure

EUR million (to 3 decimal places)

Heading of multiannual financial framework:	2	Preservation and management of natural resources
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DG: MARE			Year 2011 ¹³	Year 2012	Year 2013	Year 2014	Year 2015			TOTAL
• Operational appropriations										
Number of budget line: 11.0301	Commitments ¹⁴ ₁₅	(1)	0.559	0.559	0.559	0.559	0.559			2.795
	Payments	(2)	0.559	0.559	0.559	0.559	0.559			2.795
Number of budget line	Commitments	(1a)								
	Payments	(2a)								
Appropriations of an administrative nature financed from the envelop of specific programs ¹⁶										

¹³ Year N is the year in which implementation of the proposal/initiative starts.

¹⁴ The financial contribution includes: a) EUR 408,200 per year equivalent to an annual reference tonnage of 8,000 tonnes per year (In the text of the Protocol it is mentioned that this contribution will be EUR 520,000 less EUR 118,000. This terminology is a result of negotiations where EUR 520,000 = 8,000 t x EUR 65 / tonne and where EUR 111,800 annually gives in 5 years of the application of the protocol 5 x EUR 111,800 = EUR 559,000. This amount is due from FSM from the first Protocol paid by the EU when no access to fishing opportunities was provided by FSM. Thus, it was negotiated and agreed between both parties to deduct this amount on an annual basis in the new Protocol.), and b) EUR 150,800 per year, corresponding to the additional envelop paid by the EU to support FSM fisheries policy. If the volume of annual catches exceeds 8,000 tonnes, the amount of the financial contribution is increased proportionately at the rate of EUR 65 / tonne, but it may not exceed EUR 816,400 per year.

¹⁵ According to the Protocol, the fishing opportunities may be adjusted by mutual agreement insofar as the recommendations of the WCPFC (Western and Central Pacific Fisheries Commission) corroborate that such an adjustment will secure the sustainable management of FSM resources. However, the financial contribution may only be increased subject to budgetary possibilities.

¹⁶ Technical and/or administrative assistance and expenditure in support of the implementation of EU programmes and/or actions (former "BA" lines), indirect research, direct research.

Number of budget line		(3)								
TOTAL appropriations for DG MARE	Commitments	=1+1a +3	0.559	0.559	0.559	0.559	0.559			2.795
	Payments	=2+2a +3	0.559	0.559	0.559	0.559	0.559			2.795

• TOTAL operational appropriations	Commitments	(4)	0.559	0.559	0.559	0.559	0.559			2.795
	Payments	(5)	0.559	0.559	0.559	0.559	0.559			2.795
• TOTAL appropriations of an administrative nature financed from the envelop of specific programs		(6)								
TOTAL appropriations under HEADING 2 of the multiannual financial framework	Commitments	=4+ 6	0.559	0.559	0.559	0.559	0.559			2.795
	Payments	=5+ 6	0.559	0.559	0.559	0.559	0.559			2.795

If more than one heading is affected by the proposal / initiative:

• TOTAL operational appropriations	Commitments	(4)								
	Payments	(5)								
• TOTAL appropriations of an administrative nature financed from the envelop of specific programs		(6)								
TOTAL appropriations under HEADINGS 1 to 4 of the multiannual financial framework (Reference amount)	Commitments	=4+ 6								
	Payments	=5+ 6								

Heading of multiannual financial framework:	5	" Administrative expenditure "
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EUR million (to 4 decimal places)

		Year 2011	Year 2012	Year 2013	Year 2014	Year 2015			TOTAL
DG: MARE									
• Human resources		0.0671	0.0671	0.0671	0.0671	0.0671			0.3355
• Other administrative expenditure		0.0150	0.0150	0.0150	0.0150	0.0150			0.0750
TOTAL DG MARE	Appropriations	0.0821	0.0821	0.0821	0.0821	0.0821			0.4105

TOTAL appropriations under HEADING 5 of the multiannual financial framework	(Total commitments = Total payments)	0.0821	0.0821	0.0821	0.0821	0.0821			0.4105
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EUR million (to 3 decimal places)

		Year 2011 ¹⁷	Year 2012	Year 2013	Year 2014	Year 2015			TOTAL
TOTAL appropriations under HEADINGS 1 to 5 of the multiannual financial framework	Commitments	0.6411	0.6411	0.6411	0.6411	0.6411			3.2055
	Payments	0.6411	0.6411	0.6411	0.6411	0.6411			3.2055

¹⁷ Year N is the year in which implementation of the proposal/initiative starts.

3.2.2. Estimated impact on operational appropriations

- X The proposal/initiative requires the use of operational appropriations, as explained below:

Commitment appropriations in EUR million (to 4 decimal places)

Indicate objectives and outputs ↓			Year 2011	Year 2012	Year 2013	Year 2014	Year 2015											TOTAL		
	OUTPUTS																			
	Type of output ¹⁸	Average cost of the output	Number of outputs	Cost	Number of outputs	Cost	Number of outputs	Cost	Number of outputs	Cost	Number of outputs	Cost	Number of outputs	Cost	Number of outputs	Cost	Number of outputs	Cost	Total number of outputs	Total cost
SPECIFIC OBJECTIVE No 1 ¹⁹ : To obtain fishing opportunities in exchange for a financial contribution																				
- Output 1	Maximum number of fishing authorisations		18	0.4082	18	0.4082	18	0.4082	18	0.4082	18	0.4082							90	2.0410
- Output 2	Reference tonnage		8.000 t		8.000 t		8.000 t		8.000 t		8.000 t								40.000 t	
- Output 3	Sectoral Policy			0.1508		0.1508		0.1508		0.1508		0.1508								0.7540
Sub-total for specific objective N°1				0.5590		0.5590		0.5590		0.5590		0.5590								2.7950
TOTAL COST				0.5590		0.5590		0.5590		0.5590		0.5590								2.7950

¹⁸ Outputs are products and services to be supplied (e.g.: number of student exchanges financed, number of km of roads built, etc.).

¹⁹ As described in Section 1.4.2. "Specific objective(s)..."

3.2.3. Estimated impact on appropriations of an administrative nature

3.2.3.1. Summary

- X The proposal/initiative requires the use of administrative appropriations, as explained below:

EUR million (to 4 decimal places)

	Year 2011 ²⁰	Year 2012	Year 2013	Year 2014	Year 2015			TOTAL
--	----------------------------	--------------	--------------	--------------	--------------	--	--	--------------

HEADING 5 of the multiannual financial framework								
Human resources ²¹	0.0671	0.0671	0.0671	0.0671	0.0671			0.3355
Other administrative expenditure	0.0150	0.0150	0.0150	0.0150	0.0150			0.0750
Subtotal HEADING 5 of the multiannual financial framework	0.0821	0.0821	0.0821	0.0821	0.0821			0.4105

Outside HEADING 5²² of the multiannual financial framework								
Human resources								
Other expenditure of an administrative nature								
Subtotal outside HEADING 5 of the multiannual financial framework								

TOTAL	0.0821	0.0821	0.0821	0.0821	0.0821			0.4105
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²⁰ Year N is the year in which implementation of the proposal/initiative starts.

²¹ Calculation of costs: (0.25 AD x EUR 122,000 = EUR 30,500) + (2 x 0.15 AST x EUR 122,000 = EUR 36,600)

²² Technical and/or administrative assistance and expenditure in support of the implementation of EU programmes and/or actions (former "BA" lines), indirect research, direct research.

3.2.3.2. Estimated requirements of human resources

- X The proposal/initiative requires the use of human resources, as explained below:

Estimate to be expressed in full amounts (or at most to two decimal places)

	Year 2011	Year 2012	Year 2013	Year 2014	Year 2015		
• Establishment plan posts (officials and temporary agents)							
XX 01 01 01 (Headquarters and Commission's Representation Offices) ²³	0.55	0.55	0.55	0.55	0.55		
XX 01 01 02 (Delegations)							
XX 01 05 01 (Indirect research)							
10 01 05 01 (Direct research)							
• External personnel (in Full Time Equivalent unit: FTE)²⁴							
XX 01 02 01 (CA, INT, SNE from the "global envelope")							
XX 01 02 02 (CA, INT, JED, LA and SNE in the delegations)							
XX 01 04 yy ²⁵	- at Headquarters ²⁶						
	- in delegations						
XX 01 05 02 (CA, INT, SNE - Indirect research)							
10 01 05 02 (CA, INT, SNE - Direct research)							
Other budget lines (specify)							
TOTAL	0.55	0.55	0.55	0.55	0.55		

XX is the policy area or budget title concerned.

The human resources required will be met by staff from the DG who are already assigned to management of the action and/or have been redeployed within the DG, together if necessary with any additional allocation which may be granted to the managing DG under the annual allocation procedure and in the light of budgetary constraints.

Description of tasks to be carried out:

Officials and temporary agents	<p>Assisting the negotiator to prepare and conclude the negotiation of fisheries agreements:</p> <ul style="list-style-type: none"> - taking part in negotiations with third countries to conclude fisheries agreements; - preparing draft evaluation reports and negotiation strategy notes for the Commissioner;
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²³ Calculation of posts: 1 x 0.25 official AD + 2 x 0.15 official AST = Total 0.55

²⁴ CA= Contract Agent; INT= agency staff ("*Intérimaire*"); JED= "*Jeune Expert en Délégation*" (Young Experts in Delegations); LA= Local Agent; SNE= Secoded National Expert;

²⁵ Under the ceiling for external personnel from operational appropriations (former "BA" lines).

²⁶ Essentially for Structural Funds, European Agricultural Fund for Rural Development (EAFRD) and European Fisheries Fund (EFF)

	<ul style="list-style-type: none"> - presenting and defending the Commission's position in the Council's Working Party on External Fisheries; - taking part in the search for a compromise with the Member States to be included in the final text of the Agreement. <p>Controlling the implementation of agreements:</p> <ul style="list-style-type: none"> - daily monitoring of fisheries agreements; - preparing and checking the commitment and payment of the financial contribution and of any specific supplementary contributions; - regular reporting on the implementation of agreements; - evaluating agreements: scientific and technical aspects; - preparing the draft proposal for a Council Regulation and Decision and drafting the text of the Agreement; - launching and monitoring adoption procedures. <p>Technical assistance:</p> <ul style="list-style-type: none"> - preparing the Commission's position for the Joint Committee. <p>Inter-institutional relations:</p> <ul style="list-style-type: none"> - representing the Commission before the Council, the European Parliament and the Member States in the negotiation process; - writing the replies to oral and written questions from the European Parliament. <p>Interdepartmental consultation and coordination:</p> <ul style="list-style-type: none"> - liaising with the other Directorates-General on matters relating to the negotiation and monitoring of agreements; - organising and responding to interdepartmental consultations. <p>Evaluation:</p> <ul style="list-style-type: none"> - taking part in updating the impact assessment; - analysing the achieved objectives and evaluation indicators.
External personnel	

3.2.4. *Compatibility with the current multiannual financial framework*

- Proposal/initiative is compatible the current multiannual financial framework.
- Proposal/initiative will entail reprogramming of the relevant heading in the multiannual financial framework.

Explain what reprogramming is required, specifying the budget lines concerned and the corresponding amounts.

- Proposal/initiative requires application of the flexibility instrument or revision of the multiannual financial framework²⁷.

Explain what is required, specifying the headings and budget lines concerned and the corresponding amounts.

²⁷ See points 19 and 24 of the Interinstitutional Agreement.

3.2.5. Third-party contributions

- The proposal/initiative does not provide for co-financing by third parties

Appropriations in EUR million (to 3 decimal places)

	Year N	Year N+1	Year N+2	Year N+3	... enter as many years as necessary to show the duration of the impact (see point 1.6)			Total
<i>Specify the co-financing body</i>								
TOTAL appropriations cofinanced								

3.3. Estimated impact on revenue

- Proposal/initiative has no financial impact on revenue.
- Proposal/initiative has the following financial impact:
 - on own resources
 - on miscellaneous revenue

EUR million (to 3 decimal places)

Budget revenue line:	Appropriations available for the ongoing budget exercise	Impact of the proposal/initiative ²⁸						
		Year N	Year N+1	Year N+2	Year N+3	... insert as many columns as necessary in order to reflect the duration of the impact (see point 1.6)		
Article								

For miscellaneous assigned revenue, specify the budget expenditure line(s) affected.

Specify the method for calculating the impact on revenue.

²⁸ As regards traditional own resources (customs duties, sugar levies), the amounts indicated must be net amounts, i.e. gross amounts after deduction of 25% for collection costs.