



COMMISSION
Twentieth Regular Session
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Rarotonga, Cook Islands (Hybrid)

**Memoranda of Understanding with North Pacific Fisheries Commission (NPFC) and
South Pacific Regional Fisheries Management Organisation (SPRFMO)**

WCPFC20-2023-30
30 October 2023

Prepared by the Secretariat

Purpose

1. The purpose of this paper is to request the Commission's approval of draft Memorandum of Understanding (MoU) on cooperation between WCPFC and the North Pacific Fisheries Commission (NPFC) and the renewal of a MoU between the WCPFC and the South Pacific Fisheries Management Organisation (SPRFMO) that expired on 6 August 2023.
2. The Secretariat has collaborated over several years with NPFC and SPRFMO in recognition that although the stock focus of our respective Conventions differs, there is an overlap in the geographic scope of our Convention Areas, the area of application of our CMMs, and the interest in associated and dependent species. WCPFC also shares with both NPFC and SPRFMO a similar need for scientific understanding of the marine ecosystem and activities, such as IUU fishing and transshipment, that might occur in the overlap area.
3. Since 2020, collaboration between Fisheries Secretariat Compliance counterparts has occurred under the umbrella of the Pan Pacific Fisheries Compliance Network (CCAMLR, CCSBT, IATTC, NPAFC, NPFC, SPRFMO and WCPFC), which aims to collaborate and share information about changes to each RFMOs respective IUU vessel lists, and noting that some vessels that are listed on the WCPFC Record of Fishing Vessels (RFV) may be listed on other Pan-Pacific RFMOs.
4. In the spirit of the proposed MoU between WCPFC and NPFC, the Secretariat in the past has hosted an administrative officer from NPFC, and the WCPFC's former IT Manager has similarly been hosted at NPFC Secretariat for a short period. This year in September, the Secretariat provided an opportunity for NPFC's Compliance Manager to be hosted at the Secretariat for a period of before and during TCC19 in order to facilitate an opportunity for learning about compliance considerations in the Pacific as well as sharing of each Secretariat practices and processes.

SC19 consideration

5. Relevant papers related to the draft MoU with NPFC and renewal of the MoU with SPRFMO were presented by the Secretariat to SC19 ([SC19-GN-WP-04](#) and [SC19-GN-WP05](#) respectively). The

Secretariat advised SC19 that the MOU with NPFC would be signed by the Commission Chair, consistent with WCPFC's usual practice. SC19 supported the recommendation of each paper.

TCC19 consideration

6. Relevant papers relating to the draft MoU with NPFC and renewal of the MoU with SPRFMO were presented by the Secretariat to TCC19 ([TCC19-2023-WP24](#)). One CCM raised a drafting issue regarding the MoU with NPFC, and another CCM questioned whether the objective of the MoUs was accurate in referring to "stocks or species which are within the competence or mutual interest of both Organisation." TCC19 recommended the conclusion of the MoU between WCPFC and NPFC, subject to any necessary amendments to the text, including signature by the Commission Chair. TCC19 also recommended the renewal of the MoU with SPRFMO, with an amendment to remove the current three-year term limit while retaining the provision that either Organisation may discontinue the MoU by giving six months' prior written notice to the other Organisation, and subject to any other necessary amendments.

Discussion on text with NPFC and SPRFMO Secretariats

7. The Secretariat has been in discussion with the Executive Secretaries of both NPFC and SPRFMO on the text of the MoUs. It was agreed that the reference in the objectives provision to the "stocks or species within the *competence* of both Organisations" was confusing and the interest of the Organisations in associated and dependent species was covered by the reference to "mutual interest".
8. The track changed version of the MoU with NPFC is included in Attachment 1. This includes the deletion of the word "competence", the addition to the preambular paragraph suggested at TCC19, an edit to ensure consistency of language and a change to the signatories of the MoU: now the Chairs of the Organisations.
9. The track changed version of the MoU with SPRFMO is included in Attachment 2. This includes the deletion of the word "competence" in the objectives provision, and the deletion of the three-year review period. For ease of translation, SPRFMO preferred use of the term "Chairperson". The name of the new Chairperson of SPRFMO will be included on signature.
10. The Executive Secretaries of both organisations also confirmed that they will submit the final text of the MoU as agreed by the WCPFC Commission to their respective Commissions in early 2024.

Recommendation

It is recommended that the Commission:

- (a) approve the signature of the MoU with NPFC, with necessary changes as attached at Attachment 1; and
- (b) approve the signature of the MoU with SPRFMO, with necessary changes as attached at Attachment 2.



Memorandum of Understanding between the North Pacific Fisheries Commission (NPFC) and the Western and Central Pacific Fisheries Commission (WCPFC)

The North Pacific Fisheries Commission (hereafter NPFC) and the Western and Central Pacific Fisheries Commission (hereafter WCPFC):

Acknowledging that the objective of the Convention on the Conservation and Management of High Seas Fisheries Resources in the North Pacific Ocean ([hereafter NPFC Convention](#)) is to ensure the long-term conservation and sustainable use of the fisheries resources in the Convention Area while protecting the marine ecosystems of the North Pacific Ocean in which these resources occur;

Acknowledging also that the objective of the Convention on the Conservation and Management of Highly Migratory Fish Stocks in the Western and Central Pacific Ocean (hereafter [WCPFC Convention](#)) is to ensure, through effective management, the long-term conservation and sustainable use of highly migratory fish stocks in the western and central Pacific ocean;

Recognising that Article 22 of the WCPFC Convention calls upon the WCPFC to make suitable arrangements for consultation, cooperation and collaboration with other relevant intergovernmental organizations;

Recognising further that Article 21 of the NPFC Convention calls upon the NPFC to take into account the conservation and management measures or recommendations adopted by regional fisheries management organizations and arrangements and other relevant intergovernmental organizations that have competence in relation to areas adjacent to the NPFC Convention;

Conscious of the fact that there is a geographical area overlap within the Convention Areas of both the NPFC and the WCPFC;

Noting that provisions of both the NPFC and the [WCPFC Conventions](#) address the conservation of non-target, associated or dependent species which belong to the same ecosystem as the target species;

Desiring to put in place a mechanism to promote and facilitate cooperation between WCPFC and NPFC;

Therefore NPFC and WCPFC record the following understandings:

1. OBJECTIVE OF THIS MEMORANDUM

The objective of this MoU is to facilitate, where appropriate, cooperation between NPFC and WCPFC ('the Organisations') in order to advance their respective objectives, particularly with respect to stocks or species which are within the ~~competence of~~ mutual interest of both Organisations.

2. AREAS OF COOPERATION

The Organisations will establish and maintain consultation, cooperation and collaboration in respect of matters of common interest to both organisations, including but not limited to, the following areas:

- i. exchange meeting reports, information, documents and publications regarding matters of mutual interest, consistent with the information sharing policies of each organization;
- ii. exchange data and scientific information in support of the work and objectives of both Organisations, consistent with the confidentiality rules, information sharing policies and internal data security procedures of each Organisation including, but not limited to, information on:
 - a) vessels authorised to fish in accordance with conservation and management measures adopted under the NPFC and WCPFC Conventions;
 - b) at the specific request of one of the Organisations, transshipment activities of those vessels authorised to conduct transshipment in accordance with conservation and management measures adopted under the NPFC and WCPFC Conventions, on a necessity basis; and,
 - c) vessels identified as having engaged in illegal, unreported and unregulated (IUU) fishing activity and the IUU Vessel Lists established by each Organisation.
- iii. collaborate, where appropriate, on research efforts relating to species and stocks of mutual interest, including non-target, associated and dependent species;
- iv. cooperate where appropriate, on the implementation of conservation and management measures adopted under the NPFC Convention and under the WCPFC Convention;
- v. share best practices in areas of mutual interest, including but not limited to:
 - a) monitoring, control and surveillance policies and systems, including with respect to Vessel Monitoring Systems;
 - b) administration, auditing, training and structure of observer programmes; and
 - c) Compliance Monitoring Schemes, and information management systems.
- vi. exchange on expertise gained, lessons learned and use of best practices between the Organisations' Secretariats in their areas of activity.
- vii. consistent with each Organisation's rules of procedure, grant reciprocal observer status to representatives of the respective Organisations in relevant meetings of each Organisation, including those of each Organisation's subsidiary bodies;

3. CONSULTATIVE PROCESS

To facilitate effective development, implementation and enhancement of cooperation, the Organisations may establish a consultative process between their respective Secretariats that includes telephone, email and any other means of communication. The consultative process may also proceed in the margins of meetings at which both Organisations' Secretariats are represented by appropriate staff.

4. MODIFICATION

This MoU may be modified at any time with the mutual written consent of both Organisations.

5. LEGAL STATUS

This MoU does not create legally binding rights or obligations. Each Organisation should cover their own costs related to the implementation of this MoU.

This MoU does not alter the obligations of members of either Organisation to comply with the conservation and management measures adopted under their respective Conventions.

6. OTHER PROVISIONS

This MoU will commence on the date of the second signature.

Either Organisation may discontinue this MoU by giving six months' prior written notice to the other Organisation.

7. SIGNATURES

Signed on behalf of the North Pacific Fisheries Commission and the Western and Central Pacific Fisheries Commission:

FOR THE NORTH PACIFIC FISHERIES COMMISSION
(NPFC)

FOR THE WESTERN AND CENTRAL PACIFIC
FISHERIES COMMISSION (WCPFC)

~~Robert Day~~Shingo Ota
~~Executive Secretary~~Chair

~~Josie Tamate~~Rhea Moss-Christian
~~Executive Director~~Chair

Place:

Place:

Date:

Date:



Memorandum of Understanding between the South Pacific Regional Fisheries Management Organisation (SPRFMO) and the Western and Central Pacific Fisheries Commission (WCPFC)

The South Pacific Regional Fisheries Management Organisation (hereafter SPRFMO) and the Commission for the Western and Central Pacific Fisheries Commission (hereafter WCPFC):

Acknowledging that the objective of the Convention on the Conservation and Management of High Seas Fishery Resources in the South Pacific Ocean (hereafter SPRFMO Convention) is, through the application of the precautionary approach and an ecosystem approach to fisheries management, to ensure the long-term conservation and sustainable use of fishery resources in the SPRFMO Convention Area and, in so doing, to safeguard the marine ecosystems in which these resources occur;

Acknowledging also that the objective of the Convention on the Conservation and Management of Highly Migratory Fish Stocks in the Western and Central Pacific Ocean (hereafter WCPFC Convention) is to ensure, through effective management, the long-term conservation and sustainable use of highly migratory fish stocks in the western and central Pacific ocean;

Recognising that Article 22 of the WCPFC Convention calls upon the WCPFC to make suitable arrangements for consultation, cooperation and collaboration with other relevant intergovernmental organizations;

Recognising also that Article 31 of the SPRFMO Convention requires the SPRFMO Commission, *inter alia*, to cooperate, as appropriate, with other relevant organisations on matters of mutual interest and to seek to make suitable arrangements for consultation, cooperation and collaboration with such other organisations;

Conscious of the fact that there is a geographical area overlap within the Convention Areas of both the SPRFMO and the WCPFC;

Noting that provisions of both the SPRFMO and the WCPFC Conventions address the conservation of non-target, associated or dependent species which belong to the same ecosystem as the target species;

Desiring to put in place a mechanism to promote and facilitate cooperation between SPRFMO and WCPFC;

Therefore SPRFMO and WCPFC record the following understandings:

1. OBJECTIVE OF THIS MEMORANDUM OF UNDERSTANDING

The objective of this MoU is to facilitate, where appropriate, cooperation between SPRFMO and WCPFC ('the Organisations') in order to advance their respective objectives, particularly with respect to stocks or species which are within the ~~competence or~~ mutual interest of both Organisations.

2. AREAS OF COOPERATION

The Organisations will establish and maintain consultation, cooperation and collaboration in respect of matters of common interest to both organisations, including but not limited to, the following areas:

- i. exchange meeting reports, information, documents and publications regarding matters of mutual interest, consistent with the information sharing policies of each Organisation;
- ii. exchange data and scientific information in support of the work and objectives of both Organisations, subject to the information sharing policies and data use, access and confidentiality rules of each Organisation, including but not limited to, information on:
 - a. vessels authorised to fish in accordance with conservation and management measures adopted under the SPRFMO and WCPFC Conventions;
 - b. at the specific request of one of the Organisations, transshipment activities of those vessels authorised to conduct transshipment in accordance with conservation and management measures adopted under the SPRFMO and WCPFC Conventions, on a necessity basis; and
 - c. vessels identified as having engaged in illegal, unreported and unregulated (IUU) fishing activity and on the IUU Vessel Lists established by each Organisation;
- iii. collaborate, where appropriate, on research efforts relating to species and stocks of mutual interest, including non-target, associated and dependent species;
- iv. cooperate where appropriate, on the implementation of conservation and management measures adopted under the SPRFMO Convention and under the WCPFC Convention;
- v. share best practices in areas of mutual interest, including but not limited to:
 - a. monitoring, control and surveillance policies and systems, including with respect to Vessel Monitoring Systems;
 - b. administration, auditing, training and structure of observer programmes; and
 - c. Compliance Monitoring Schemes, and information management systems;
- vi. exchange of information between the Secretariats of the Organisations on expertise gained, lessons learned and the use of best practices in their respective activities;
- vii. consistent with each Organisation's rules of procedure, grant reciprocal observer status to representatives of the respective Organisations in relevant meetings of each Organisation, including those of each Organisation's subsidiary bodies.

3. CONSULTATIVE PROCESS

To facilitate effective development, implementation and enhancement of cooperation, the Organisations may establish a consultative process between their respective Secretariats that includes telephone, email and any other means of communication. The consultative process may also proceed in the margins of meetings at which both Organisations' Secretariats are represented by appropriate staff.

4. MODIFICATION

This MoU may be modified at any time by the mutual written consent of both Organisations.

5. LEGAL STATUS

This MoU does not create legally binding rights or obligations. Each Organisation will cover its own costs related to the implementation of this MoU.

This MoU does not alter the obligations of members of either Organisation to comply with the conservation and management measures adopted under their respective Conventions.

6. OTHER PROVISIONS

This MoU will commence on the date of the second signature.

Either Organisation may discontinue this MoU by giving six months' prior written notice to the other Organisation.

~~This MoU will operate for three (3) years. Before the end of the three year period, the Organisations will separately review the operation of this MoU to decide whether it should be renewed.~~

7. SIGNATURES

Signed on behalf of the South Pacific Regional Fisheries Management Organisation and the Western and Central Pacific Fisheries Commission:

| FOR THE SOUTH PACIFIC REGIONAL FISHERIES MANAGEMENT ORGANISATION (SPRFMO) | FOR THE WESTERN AND CENTRAL PACIFIC FISHERIES COMMISSION (WCPFC) |
|--|---|
| <p>-----</p> <p>Oswaldo Urrutia Chair<u>person</u> SPRFMO</p> | <p>-----</p> <p>Jung-re Riley Kim Josie Tamate Chair<u>person</u> WCPFC</p> |
| Place: | Place: |
| Date: | Date: |