

**JOINT IATTC AND WCPFC-NC WORKING GROUP  
CATCH DOCUMENTATION SCHEME TECHNICAL MEETING  
(CDS-05)**

Kushiro, Japan (Hybrid)  
09:00 – 12:30, 10 July 2024

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**CHAIR'S SUMMARY OF THE  
5<sup>TH</sup> CATCH DOCUMENTATION SCHEME (CDS) TECHNICAL MEETING**

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**IATTC-NC-JWG09-2024/00**

**1. OPENING OF MEETING**

**1.1 Welcome**

1. Mr. Shingo Ota, Chair of the CDS Working Group, opened the meeting and welcomed the participants.

**1.2 Selection of rapporteur**

2. Mr. Alex Meyer of Japan was appointed the rapporteur for the meeting.

**1.3 Adoption of the agenda**

3. The provisional agenda was adopted without any change (**Appendix 1**).

**1.4 Meeting arrangements**

4. The Chair explained the meeting arrangements.

**2. DEVELOPMENT OF A CATCH DOCUMENTATION SCHEME FOR PACIFIC BLUEFIN TUNA**

**2.1 Review of the 4<sup>th</sup> CDS Technical Meeting and intersessional work**

5. The Chair briefly reviewed the results of the 4<sup>th</sup> CDS Technical Meeting and intersessional work.

**2.2 Budgetary and administrative consideration**

6. Japan presented the options for budgetary and administrative considerations for the development of the electronic Pacific bluefin tuna CDS (ePBCD) system as described in the paper IATTC-NC-CDS05-2024/02.

7. The participants revisited and reaffirmed the conclusions drawn at the 4<sup>th</sup> CDS Technical Meeting except for the demarcation of responsibility between the IATTC and WCPFC Secretariats in the operational work for the development and maintenance of the system. As to the demarcation of responsibility between the two Secretariats, the participants shared a common understanding about the need to have coordination between WCPFC and IATTC for the ePBCD. For this purpose, the CDS Technical Meeting will continue to work to craft the framework and elements to be included in the ePBCD. However, there were two differing views about the development of system. One view was to develop one system for both

organizations, while the other was that each organization develops a separate but harmonized system. The participants agreed to continue to discuss these two views alongside ongoing discussions on the elements to be included in the ePBCD.

8. The participants agreed on the need to keep the IATTC informed of the ongoing discussions at the CDS Technical Meeting and to seek the IATTC's feedback. The participants suggested that the upcoming annual meeting of the IATTC would be an opportune time to seek such feedback.

### **2.3 Discussion on the draft CMM**

9. As requested by the 4<sup>th</sup> CDS Technical Meeting, Korea presented a paper (IATTC-NC-CDS05-2024/03) on elements to be included in the draft CMM and potential discussion points related to each element.

10. Japan, on behalf of the Small Working Group under the CDS Technical Meeting, presented a draft CMM/Resolution for PBCD (IATTC-NC-CDS05-04).

11. The participants reviewed the elements to be included in the draft CMM and concluded the following.

(1) General Provisions and Application

**The participants tentatively agreed to take a stepwise approach to determining the scope of application and to initially set the scope as covering international transactions. The participants also agreed to exclude heads, eyes, roes, guts and tails from the scope of the production coverage as in the case of the Atlantic bluefin tuna.**

(2) Registers Required

**The participants agreed to mandate registration of fishing vessels targeting PBF and farms. The participants agreed that further discussion on the treatment of vessels not targeting PBF is required, including looking at examples from other regional fisheries management organizations (RFMOs).**

(3) Documents and Information Required

**The participants agreed to include vessel, catch, trade, caging, harvesting and transshipment. However, regarding transfers, the participants agreed on the need to continue to discuss the exact definition, looking at the actual transfer practice in the Pacific Ocean.**

(4) Tagging

**The participants agreed that tagging should be an option, rather than mandatory, and that tagged fish could be exempt from government validation.**

(5) Validation

**The participants agreed to follow the same process as in other RFMOs, whereby validation must be conducted by government authorities or organizations to which government authorities have delegated this responsibility. If validation has been delegated to an organization, said organization needs to be registered with the applicable RFMO.**

(6) Data Sharing and Confidentiality

**The participants agreed on the need to continue to discuss data confidentiality arrangements and what kind of contribution can be made to the International Scientific Committee for Tuna and Tuna-Like Species in the North Pacific Ocean (ISC) through the CDS system.**

(7) Verification

**The participants agreed that the verification system for PBF will generally follow that of other RFMOs, particularly the International Commission for the Conservation of Atlantic Tunas (ICCAT), whereby validation of catch, farm or export information is conducted by the flag Member, farming Member or exporting Member, while verification is conducted by the importing Member. If the importing Member has any doubts, it will communicate with the exporting Member, and, for that purpose, each Member will register a contact point for the CDS.**

(8) Communication

**The participants agreed to hold further discussions on the appropriate kinds of communication and means of communication, taking into account discussions on the overall framework for the CDS system.**

(9) Interaction with Domestic Program

**The participants agreed to keep discussions on this item open, noting that the necessity of such a provision will depend on ongoing discussions on the overall CDS system.**

(10) Exceptional Arrangements

**The participants agreed on the need to continue to discuss potential exceptional arrangements, including the case of the malfunction of the ePBCD, looking at the practices of other RFMOs.**

(11) Implementation and Review

**The participants agreed to discuss this point further at a later stage, pending further progress in the discussions on the overall CDS system.**

(12) Reconciliation process for any data discrepancies

**The participants agreed that a reconciliation process for checking the validity of data entered into the CDS system is required and that such a process is expected to be carried out by the system automatically.**

(13) CDS Forms (Annexes)

**The participants agreed on the need to discuss what kind of form(s) would be most appropriate at a later stage, pending further progress in the discussions on the overall CDS system.**

12. The participants agreed to task the Small Working Group under the CDS Technical Meeting to produce an amended draft CMM based on the above discussions and to present it at the next CDS Technical Meeting.

## **2.4 Discussion on a draft letter of agreement with the SPC**

13. The participants reviewed and finalized the draft letter of agreement between the IATTC/WCPFC and the Pacific Community (SPC). **The participants recommended that the Joint IATTC and WCPFC-NC Working Group Meeting (JWG) on the Management of Pacific bluefin tuna review and endorse the draft letter of agreement (Appendix 2).**

## **3. NEXT MEETING**

14. The participants recommended convening the next CDS Technical Meeting in conjunction with the next JWG meeting. The participants requested that the JWG discuss the appropriate duration for the next CDS Technical Meeting.

#### **4. OTHER BUSINESS**

15. At the request of the participants, the Chair agreed to write a cover letter to accompany his summary of the CDS Technical Meeting when it is submitted to the IATTC. The letter will explain the proposed way forward, which will respect the mandates and decision-making processes of the IATTC and the WCPFC, and the process for drafting and adopting a CMM/Resolution for PBCD. The letter will also highlight a draft letter of agreement among the SPC, the IATTC and the WCPFC on which further discussion and input by the IATTC is required.

16. The participants agreed that the Small Working Group under the CDS can begin informal communication with the external company (Shore informatics) contracted to develop the Commission for the Conservation of Southern Bluefin Tuna's (CCSBT's) e-CDS system regarding the feasibility of developing an ePBCD based on the CCSBT's CDS system.

#### **5. REPORT TO THE JOINT WG**

17. The Chair will provide his summary of the CDS technical meeting to the JWG.

**JOINT IATTC AND WCPFC-NC WORKING GROUP  
FIFTH CATCH DOCUMENTATION SCHEME TECHNICAL MEETING  
(CDS-05)**

Kushiro, Japan  
09:00 – 12:30, 10 July 2024

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**ANNOTATED AGENDA**

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**1. OPENING OF MEETING**

**1.1 Welcome**

Mr. Shingo Ota, Chair of the CDS Technical Meeting, will open the meeting.

**1.2 Selection of rapporteur**

A rapporteur will be appointed.

**1.3 Adoption of the agenda**

An agenda will be adopted.

**1.4 Meeting arrangements**

The Chair will explain the meeting arrangements.

**2. DEVELOPMENT OF A CATCH DOCUMENTATION SCHEME FOR PACIFIC BLUEFIN TUNA**

**2.1 Review of the 4th CDS Technical Meeting and intersessional work**

The Chair will briefly review the results of the 4<sup>th</sup> CDS Technical Meeting and intersessional work, including a draft letter of agreement with the SPC.

**2.2 Budgetary and administrative consideration**

The meeting participants will discuss pending budgetary and administrative matters, which could include:

- (1) Basis of the system development
- (2) Location of the system
- (3) Use of an external company in the development and maintenance of the system
- (4) Demarcation of responsibility between the IATTC and WCPFC Secretariats in the operational work for the development and maintenance of the system
- (5) Cost Sharing between the IATTC and WCPFC and/or among CPCs of each RFMO

**2.3 Discussion on the draft CMM**

The meeting participants will discuss elements to be included in the CMM submitted by the small working group.

#### **2.4 Discussion on a draft letter of agreement with the SPC**

The meeting participants will discuss a draft letter of agreement with the SPC and, if possible, finalize it to be sent to the Joint IATTC and WCPFC-NC Working Group Meeting on the Management of Pacific bluefin tuna.

#### **3. NEXT MEETING**

The participants will discuss the venue and timing of the next meeting.

#### **4. OTHER BUSINESS**

#### **5. REPORT TO THE JOINT WG**

The Chair will summarize the results of the CDS Technical Meeting to be reported to the Joint IATTC-WCPFC NC Working Group.

**Draft Agreement**  
**between**  
**THE PACIFIC COMMUNITY (SPC)**  
**and**  
**THE INTER-AMERICAN TROPICAL TUNA COMMISSION (IATTC)**  
**and**  
**THE WESTERN AND CENTRAL PACIFIC FISHERIES COMMISSION (WCPFC)**

**RECOGNIZING** that both the Western Central Pacific Fisheries Commission (WCPFC) and Inter-American Tropical Tuna Commission (IATTC) (hereinafter collectively “WCPFC/IATTC”) compile tuna fisheries data for the main purpose of research, conservation and management of respective stocks of oceanic tuna species;

**RECOGNIZING** that SPC has developed a comprehensive database system (TUFMAN 2<sup>©</sup>) for managing and integrating tuna fisheries data, and that WCPFC/IATTC recognise the efficiencies and synergies in using the core code of this system;

**RECOGNIZING** that the CCSBT has completed development of an online data management system using TUFMAN 2<sup>©</sup> that is actively being used by the CCSBT, and continues to develop a trial electronic Catch Documentation Scheme (eCDS) for southern bluefin tuna, and WCPFC-IATTC is seeking to utilize those resources as a basis for development of electronic Pacific Bluefin Catch Documentation (e-PBCD) of the Pacific bluefin tuna;

**RECOGNIZING** that SPC understands the benefits they will receive for the enhancements made to the TUFMAN 2<sup>©</sup> system by WCPFC/IATTC through written mutual agreement;

This Agreement (hereinafter “the Agreement”) sets out the agreement between SPC and WCPFC/IATTC regarding the provision of the SPC-developed TUFMAN 2<sup>1©</sup> core code to WCPFC/IATTC and conditions for that.

**I. Agreed activities and conditions**

1. With respect to the use of the TUFMAN 2<sup>©</sup> core code:
  - (a) WCPFC/IATTC have responsibility for satisfying any licensing requirements with respect to third party code or software components that are incorporated into the TUFMAN 2<sup>©</sup> core code provided.
  - (b) WCPFC/IATTC acknowledge that SPC owns and retains the right to maintain the core code without consultation. The SPC will notify the WCPFC/IATTC in writing in advance where possible or within 30 days of any planned maintenance activities.
  - (c) WCPFC/IATTC will advise SPC on any requirements to change the TUFMAN 2<sup>©</sup> core code and that the decision to change the core code will be taken by written mutual agreement between SPC and WCPFC/IATTC.

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1 ‘TUFMAN 2’ is defined to be the code, any part of the code, or modification thereof; “TUFMAN 2 core code” refers the core component of the TUFMAN2 code, that will be shared with the Parties for their use based on this Agreement.

- (d) WCPFC/IATTC will not allow access or distribution of the TUFMAN 2© core code to any third party without the consent of SPC.
- (e) WCPFC/IATTC will ensure that the conditions for the use of the TUFMAN 2© core code by any third party does not allow them to use or distribute the TUFMAN 2© core code beyond their specific work for WCPFC/IATTC.
- (f) WCPFC/IATTC will acknowledge the use of the TUFMAN 2© core code by including the following text in the software 'ABOUT' form:
  - This system has been derived from TUFMAN 2© platform, developed by Oceanic Fisheries Programme of the Pacific Community*
- (g) WCPFC/IATTC will allow access to any code they are responsible for developing under the TUFMAN 2© core code, to SPC.

2. With respect to the Agreement:

- (a) SPC will allow access to the TUFMAN 2© code to WCPFC/IATTC for the period of the Agreement.
- (b) SPC has no liability or responsibility for any third-party code or software components that are incorporated into the TUFMAN 2© core code provided.
- (c) SPC will consider any requirements to change the TUFMAN 2© core code provided by WCPFC/IATTC, noting that the decision to change the core code will be taken by mutual agreement between SPC and WCPFC/IATTC.
- (d) SPC will maintain a log of modifications to the TUFMAN 2© core code.
- (e) SPC reserves the right to revoke<sup>2</sup> WCPFC/IATTC access and continued use of the TUFMAN 2© core code if there is evidence that any conditions of this Agreement have been breached.

3. The following general conditions apply:

- (a) An informal annual review will be conducted, by email, to report: (i) general updates of TUFMAN 2© from SPC during the previous year, and (ii) general description of the use of TUFMAN 2© by WCPFC/IATTC during the previous year.
- (b) SPC shall not be liable for any errors/decisions/faults in the TUFMAN 2© core code.

4. All Parties agree to:

- a) communicate regularly with each other and provide timely information on matters relating to the activities; and
- b) raise any issues of concern with the relevant Party's nominated focal point in clause VIII

5. Additional responsibilities, or changes to these responsibilities, may be generated and agreed to by the Parties.

## II. Budget

6. The only budget implication for the Agreement is that SPC requires a cost recovery mechanism for any questions/support related to TUFMAN 2© that exceed 2 person-hours per month at the rate of USD 120 per hour.

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<sup>2</sup> Removal or revoking of WCPFC/IATTC's access to TUFMAN 2© core code means the removal or revoking of access to code maintained by SPC. The WCPFC/IATTC may continue to use the version of the TUFMAN 2© core code that it has at that time, so that its system can continue to be used and further developed.



7. WCPFC/IATTC will be notified via email when the 2 person-hours of support per month jointly for WCPFC/IATTC has been utilised, at which point the cost recovery mechanism would be engaged. A monthly summary of support subject to cost-recovery, if applicable, shall be provided to WCPFC/IATTC.

8. WCPFC/IATTC agree to make financial contributions to SPC at the end of each calendar year to cover support referenced above provided by SPC that exceed 2 person-hours per month throughout the year, beyond the in-kind support detailed above, as required.

**III. Confidentiality and use of data**

9. Each Party will ensure that its staffs, employees, and contractors will maintain the confidentiality of any information it receives from the other Party that has been designated as confidential or which by its nature is deemed to be confidential. All Parties will only use confidential information for purposes of this Agreement.

**IV. Intellectual property rights and use of collected data**

10. WCPFC/IATTC recognise the intellectual property rights of SPC to TUFMAN 2. Nothing in this Agreement is intended to affect any existing intellectual property (IP) rights. WCPFC/IATTC intend to consult on the allocation of rights to any IP created in the course of activities under this Agreement.

**V. Child protection**

11. WCPFC/IATTC acknowledge SPC’s Child Protection Policy as updated from time to time and will use its best endeavours to act in accordance with those principles and to abide by other relevant international declarations, conventions and arrangements.

**VI. Visibility**

12. The Parties maintain sole authority over their respective names, logos and emblems. No Party is authorised to make use of the other Party’s name, logo nor emblem, except as separately agreed in writing.

**VII. Focal points**

13. The focal points for this Agreement are as follows. Any subsequent changes or replacements shall be notified to other Parties in writing:

<p>Mr Bruno Deprez Systems Development Manager Oceanic Fisheries Programme Pacific Community (SPC) Noumea, New Caledonia E: <a href="mailto:brunod@spc.int">brunod@spc.int</a> Ph: (+687) 26.20.00</p>	<p>TBD Inter-American tropical Tuna Commission (IATTC) La Jolla, CA, USA E: Ph:</p>	<p>TBD Western and Central Pacific Fisheries Commission (WCPFC) Pohnpei, Federated States of Micronesia E: Ph:</p>
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**VIII. Resolution of disputes**

14. All Parties shall make their best efforts to amicably settle any dispute, controversy or claim arising out of this Agreement. Any disputes that might arise from or in relation to this Agreement, if not settled by negotiation, shall be settled by arbitration in accordance with the Arbitration Rules of the United Nations Commission on International Trade Law (UNCITRAL). This Agreement will be governed by the general principles of international law.

**IX. Privileges and immunities**

15. Nothing in or relating to this Agreement shall be deemed a waiver of any Party’s privileges and immunities.

**X. Entry into force and term of agreement**

16. This Agreement will enter into force on the date of its signature by all Parties and will remain in force until the Agreement is amended provided for in Clause XI or termination is triggered by a Party provided for in Clause XII.

**XI. Amendment of the Agreement**

17. This Agreement may be amended at any time by mutual consent among all Parties. The amendment will enter into force on the date of its signature by all Parties.

**XII. Termination**

18. Any Party may terminate this Agreement by giving a written notice to the other Parties. At the termination of the Agreement, SPC will remove access of the Parties to the TUFMAN 2 core code. Clause III will extend beyond the termination of the Agreement.

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Dr. Paula Vivili  
Deputy Director-General  
Pacific Community (SPC)

Date:

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Dr. Arnulfo Franco  
Executive Director  
IATTC

Date:

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Ms. Rhea Moss-Christian  
Executive Director  
WCPFC

Date: