



TECHNICAL AND COMPLIANCE COMMITTEE

Fifth Regular Session

1-6 October 2009

Pohnpei, Federated States of Micronesia

RELATIONS WITH OTHER ORGANISATIONS

WCPFC-TCC5-2009/29

1 September 2009

Paper prepared by the Secretariat

Introduction

1. Article 22 of the Convention requires the Commission to collaborate with other relevant intergovernmental organizations particularly those which may contribute to the attainment of the objective of the Convention. The UN Food and Agriculture Organization (FAO), the Commission for the Conservation of Antarctic Marine Living Resources (CCALMR), the Commission for the Conservation of Southern Bluefin Tuna (CCSBT), the Inter-American Tropical Tuna Commission (IATTC), the Indian Ocean Tuna Commission (IOTC), the Secretariat of the Pacific Community (SPC) and the Pacific Islands Forum Fisheries Agency (FFA) are identified as organizations, among others, that the Commission may enter into relationship agreements with for the purposes of collaboration, cooperation, consultation and avoiding duplication.

2. A summary of the status of relations with other organizations has been presented at each meeting of the Commission and its subsidiary bodies to date. The reports have included an overview of relations between WCPFC and the following organisations:

- Secretariat of the Pacific Community (SPC);
- Commission for the Conservation for Southern Bluefin Tuna (CCSBT);
- International Scientific Committee for Tunas and Tuna-like Species in the North Pacific Ocean (ISC);
- Inter-American Tropical Tuna Commission (IATTC);
- Pacific Islands Forum Fisheries Agency (FFA);
- UN Food and Agriculture Organisation (FAO);
- Commission for the Conservation of Antarctic Marine Living Resources (CCAMLR);
- Indian Ocean Tuna Commission (IOTC);
- Secretariat of the Pacific Regional Environment Programme (SPREP);
- Commission for the Conservation of Atlantic Tunas (ICCAT); and
- Agreement for the Conservation of Albatross and Petrels (ACAP).

3. On the direction of the Commission, agreements on cooperation, coordination and consultation have been formalized with SPC, FFA, CCSBT, IATTC, IOTC, ISC, SPREP and ACAP.

Existing arrangements

The Secretariat of the Pacific Community

4. Based on Article 13 of the Convention, the Secretariat negotiated a Memorandum of Understanding (MoU) with the Secretariat of the Pacific Community relating to collaboration between the two organizations (through the Oceanic Fisheries Programme (OFP) on behalf of SPC) and the provision of data management and scientific services to the Commission. The MoU was finalized and signed following WCPFC2 (Attachment A).

5. Consistent with the provisions of paragraph 29 of the Commission's *Rules and Procedures for the Protection, Access to, and Dissemination of Data Compiled by the Commission*, an agreement for the exchange of data with the SPC was adopted at WCPFC5 (Attachment B).

6. On the basis of recommendations from the *Independent Review of Interim Arrangements for Science Structure and Function* adopted at the Fifth Regular Session of the Commission (WCPFC5), 6-10 December 2008, the Secretariat drafted 3-year umbrella arrangement for the provision of data administration and science services with the SPC-OFP. The draft, approved by the Fifth Regular Session of the Scientific Committee when it met 10-21 August 2009, Port Vila, Vanuatu is available to TCC5 for noting (Attachment C).

The Commission for the Conservation of Southern Bluefin Tuna

7. A copy of the existing MoU between WCPFC and CCSBT, signed following the endorsement of the Second Regular Session of the Commission, 12-16 December 2005 at Pohnpei, Federated States of Micronesia is presented at Attachment D.

International Scientific Committee for Tuna and Tuna-like Species in the North Pacific Ocean (ISC)

8. On the basis of recommendations from the *Independent Review of Interim Arrangements for Science Structure and Function* adopted at the Fifth Regular Session of the Scientific Committee, 6-10 December 2008, the Secretariat prepared a draft revised Memorandum of Understanding (MoU) with ISC. The draft, as refined by the by the ISC Plenary at Kaoshiung, Chinese Taipei, 6-10 July 2009, was available to SC5 for refinement, as necessary, then forwarding to the Commission for adoption (Attachment E¹). The draft provided to the ISC Plenary was based on the original MoU between WCPFC and ISC, signed following the endorsement of the Third Regular Session of the Commission, 11-15 December 2006 at Apia, Samoa. The Fifth Regular Session of the Northern Committee, which will meet 7-10 September at Nagasaki, Japan has been invited to provide additional comment on the proposed new arrangement.

The Inter-American Tropical Tuna Commission

9. A MoU was executed by representatives of the IATTC and WCPFC following its endorsement by WCPFC3 at Apia, Samoa in December 2006 (Attachment F).

¹ The ISC did not prepare a recommendation in relation to the draft prepared by the Secretariat.

10. The two secretariats attempt to meet at least once annually to consult on issues and developments of mutual interest. The last such meeting was held on the occasion of the 80th IASTTC Meeting at La Jolla, USA, June 2009.

11. IATTC80 considered a draft data exchange agreement to support the exchange of data between the two Commissions. The initial draft, prepared by the WCPFC Secretariat, was based on Appendix 4 of the *Rules and Procedures for the Protection of, Access to, and Dissemination of Data Compiled by the Commission*. IATTC80 proposed some refinements to that draft which is now being presented to WCPFC members for consideration (Attachment G). The annual session of the Commission at Papeete in December 2009 will receive the advice and recommendations of SC5, NC5 and TCC5 in relation to concluding a data exchange arrangement with IATCC.

The Pacific Islands Forum Fisheries Agency

12. As directed by the Fourth Regular Session of the Commission a MoU between the two secretariats has been finalized and is appended at Attachment H.

The Agreement for the Conservation of Albatross and Petrels (ACAP)

13. The Fourth Regular Session of the Commission adopted a MoU (Attachment I) with ACAP.

The Secretariat of the Pacific Regional Environment Programme (SPREP)

14. The Fourth Regular Session of the Commission adopted a MoU (Attachment J) with SPREP.

The Indian Ocean Tuna Commission

15. The Fourth Regular Session of the Commission adopted a MoU with IOTC (Attachment K).

The Commission for the Conservation of Antarctic Marine Living Resources

16. WCPFC5 adopted an Arrangement with CCAMLR (Attachment L). The Arrangement was signed by the Chair of CCAMLR on 12th January 2009.

General

17. In the near future all of these memoranda of understanding or arrangements will be posted on the WCPFC website so that they will no longer need to be reproduced for each session of the Commission and its subsidiary bodies.

Other potential arrangements

North Pacific Anadromous Fish Commission

18. WCPFC5 recommended that efforts commence to establish a formal relationship with the North Pacific Anadromous Fish Commission (NPAFC). A draft MoU has been developed by the two Secretariats (Appendix M). The TCC5 is invited to review this draft, amend as appropriate, and provide advice and recommendations to the Commission in respect of its adoption.

The UN Food and Agriculture Organization

19. The Fourth Regular Session of the Commission decided that there is no urgency to develop a MoU with FAO.

The International Convention for the Conservation of Atlantic Tunas

20. Regular dialogue is maintained with the ICCAT directly and through the tuna-RFMO network. There are no developments to report in respect of formalizing an arrangement for consultation, cooperation and collaboration with ICCAT during 2009.

Tuna Regional Fisheries Management Organisations (t-RFMOs)

21. The Secretariat is actively engaged in an initiative of the Secretariat's of the regional fisheries management organizations with a principle interest in tuna to promote collaboration, information exchange and consultation (www.tuna-org.org). The Secretariat and the majority of WCPFC members, cooperating non-members and participating territories were represented at the second meeting of the tuna-RFMOs which was held at San Sebastian, Spain, 28 July to 3 July 2009.

The North Pacific Marine Science Organization (PICES)

22. PICES is an intergovernmental scientific organization that was established in 1992 to promote and coordinate marine research in the northern North Pacific and adjacent seas. Its present members are Canada, Japan, People's Republic of China, Republic of Korea, the Russian Federation, and the United States of America. PICES continues to invite WCPFC to participate in its annual meetings. The Secretariat has responded that funding and staffing constraints prevented participation but that it looked forward to close cooperation in future years.

Issues arising from SC5, Port Vila, Vanuatu, 10-21 August 2009

23. The Fifth Regular Session of the Scientific Committee:

- (a) endorsed the revision of the MoU with SPC to provide for a 3-year umbrella agreement;
- (b) all non-ISC CCMs supported the proposed changes to the MOU with ISC. However, most ISC members of the Scientific Committee did not support the proposal, advising that ISC members are currently considering the implications of the proposed change and that the NC would be asked to also provide comments;
- (c) deferred the proposed data exchange protocol to TCC5 for further consideration; and
- (d) endorsed the finalization of a MoU with the NPAFC.

Issues for TCC5

24. The Fifth Regular Session of the Technical and Compliance Committee is invited to:

- (a) note the proposed 3-year umbrella arrangement with the SPC-OFP (Attachment C);
- (b) note the status of the proposed revision to the MoU between the Commission and ISC including the outcomes of discussion at NC5 on this matter;
- (c) review, amend as necessary, and consider for adoption, or otherwise, the proposed data exchange arrangement with IATCC (Attachment G); and
- (d) review, amend as necessary, and consider for adoption by the Commission, the proposed MoU with the North Pacific Anadromous Fish Commission (Attachment M).

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COMMISSION FOR THE CONSERVATION AND MANAGEMENT OF HIGHLY
MIGRATORY FISH STOCKS IN THE WESTERN AND CENTRAL PACIFIC OCEAN
AND
THE SECRETARIAT OF THE PACIFIC COMMUNITY**

The Commission for the Conservation and Management of Highly Migratory Fish Stocks in the Western and Central Pacific Ocean (hereinafter referred to as “the Western and Central Pacific Fisheries Commission” or “the Commission”) and the Secretariat of the Pacific Community (hereinafter referred to as “the SPC”):

Recognising that the Commission is required to, *inter alia*:

- adopt measures to ensure long-term sustainability of highly migratory fish stocks in its Convention Area and promote the objective of their optimum utilisation;
- ensure that such measures are based on the best scientific evidence available and are designed to maintain or restore stocks at levels capable of producing maximum sustainable yield, as qualified by relevant environmental and economic factors, including the special requirements of developing States in the Convention Area, particularly small island developing States, and taking into account fishing patterns, the interdependence of stocks and any generally recommended international minimum standards, whether subregional, regional, or global;
- assess the impacts of fishing, other human activities and environmental factors on target stocks, non-target species, and species belonging to the same ecosystem or dependent upon or associated with the target stocks;
- adopt measures to minimise waste, discards, catch by lost or abandoned gear, pollution originating from fishing vessels, catch of non-target species, both fish and non-fish species (hereinafter referred to as non-target species) and impacts on associated or dependent species, in particular endangered species and promote the development and use of selective, environmentally safe and cost-effective fishing gear and techniques;
- protect biodiversity in the marine environment;
- take measures to prevent or eliminate over-fishing and excess fishing capacity and to ensure that levels of fishing effort do not exceed those commensurate with the sustainable use of fishery resources;
- collect and share, in a timely manner, complete and accurate data concerning fishing activities on, *inter alia*, vessel position, catch of target and non-target species and fishing effort, as well as information from national and international research programs;
- establish a committee (the Scientific Committee) to ensure that the Commission obtains for its consideration the best scientific information available through review of research results, encouraging and promoting cooperation in scientific research and assessing status of target or non-target stocks of interest;

- establish a committee (the Technical and Compliance Committee), that is required to collaborate with the Scientific Committee in providing advice and making recommendations to the Commission on conservation and management measures; and
- establish a committee (the Northern Committee) to make recommendations on the implementation of such conservation and management measures as may be adopted by the Commission for the area north of the 20° parallel of north latitude and on the formulation of such measures in respect of stocks which occur mostly in this area;

Noting also that the Commission:

- may engage the services of scientific experts to provide information and advice on the fishery resources covered by its Convention and related matters that may be relevant to the conservation and management of those resources;
- may enter into administrative and financial arrangements to utilise scientific services for this purpose; and
- in order to carry out its functions in a cost-effective manner, shall, to the greatest extent possible, utilise the services of existing regional organisations and shall consult, as appropriate, with any other fisheries management, technical or scientific organisation with expertise in matters related to the work of the Commission;

Recognising that the SPC, through the work of its Oceanic Fisheries Programme (hereinafter referred to as “the OFP”), seeks to:

- ensure that regional and national fisheries management authorities in its region of competence have access to high-quality scientific information and advice on the status of, and fishery impacts on, stocks targeted or otherwise impacted by regional oceanic fisheries;
- ensure that regional and national fisheries management authorities within its region of competence have access to accurate and comprehensive scientific data on fisheries targeting the region’s resources of tuna, billfish and other oceanic species including non-target species; and
- improve the understanding of pelagic ecosystems in the western and central Pacific Ocean, with a focus on the western tropical Pacific;

Noting also that the OFP, in pursuing these objectives, has, over a long period of time:

- developed and maintained a comprehensive database of catch, effort, size composition and other biological data from the oceanic fisheries of the western and central Pacific Ocean;
- conducted biological and ecological research on the target and non-target species impacted by the fisheries and their ecosystem;
- conducted regular stock assessments and associated analyses for highly migratory stocks of interest;
- provided a forum for the exchange of knowledge of oceanic fisheries in the western and central Pacific Ocean through the precursor to the Scientific Committee, the Standing Committee on Tuna and Billfish, and thus has an established international and regional network of scientific collaborators; and
- assisted SPC member countries that are also Members of the Commission in the management of oceanic fisheries through the implementation of fishery monitoring and data management systems, the provision of scientific advice and the provision of national capacity building;

Have agreed as follows:

General Co-operation

The Commission and the SPC agree to establish and maintain co-operation in respect of matters of common interest to the two organisations. In particular, the Commission and the SPC will:

- i. encourage reciprocal participation in relevant meetings of each organisation;
- ii. encourage the collaboration of national scientists in the scientific work undertaken by, or on behalf of, the Commission;
- iii. actively and regularly exchange relevant meeting reports, information, project plans, documents, and publications regarding matters of mutual interest, up to the limits allowed by the information-sharing policies agreed by each organisation's members; and
- iv. consult on a regular basis to enhance co-operation and minimise duplication.

Provision of Scientific Services to the Commission by the SPC OFP

The SPC OFP will provide scientific services, in cooperation with other scientists, as appropriate, including those from Members of the Commission, as agreed and detailed in annual² Service Agreements, which shall be considered Annexes to this MOU. Services may include, *inter alia*, the following:

- i. data management services, including, as appropriate, the collection, compilation and dissemination of fisheries data according to agreed principles and procedures established by the Commission, data processing, and database development and maintenance, taking full account of the procedures and policies of both organisations relating to the confidentiality, disclosure and publication of data;
- ii. data summaries and analyses that the Commission may routinely require to carry out its functions;
- iii. other data summaries and analyses that the Commission may require from time to time;
- iv. regional stock assessments of key target and non-target species;
- v. scientific evaluation of potential management options;
- vi. scientific advice in relation to the implementation of the Commission's vessel monitoring system, regional observer programme or other initiatives relating to fishing gear and technology, as appropriate; and
- vii. design and implementation of biological, ecological or stock assessment research programmes requested by the Commission, including collaborative research programmes with other regional fishery management organisations.

Provision of Assistance to Commission Members

In support of Article 30 of the Convention on the Conservation and Management of Highly Migratory Fish Stocks in the Western and Central Pacific Ocean, the SPC will provide assistance to its Pacific Island Members to enhance their participation in the work of the Commission.

Assistance may include, *inter alia*:

- i. assistance in monitoring the fishing activities of national fleets and foreign fleets fishing within Pacific Island exclusive economic zones;

² The first such Service Agreement shall cover an 18 month period, from 1 July 2005 to 31 December 2006. Service Agreements shall be annual thereafter.

- ii. assistance in data management, and in particular in satisfying the data reporting obligations to the Commission;
- iii. auditing of national fishery monitoring and data management systems;
- iv. assistance in the interpretation of scientific information being provided to the Commission;
- v. scientific advice for the management of national fisheries consistent with the objectives of the Commission; and
- vi. assistance in the implementation of management measures adopted by the Commission.

Financial Support

The Commission will provide financial support for the provision of scientific services and for the provision of assistance to Commission members as agreed in the Service Agreements. In respect of scientific services, it is recognised that the SPC OFP, through its regular work programme, already undertakes a considerable portion of the scientific work required by the Commission. Initially, it is expected that the Commission will fund only the work required for the provision of scientific services that is additional to the SPC OFP's regular work programme. However, as the Commission's financial base becomes established, the Commission will assume, over a time-frame and according to a formula to be mutually agreed, a greater responsibility for the full range of scientific services provided by the SPC OFP in support of the work of the Commission.

In respect of assistance to Pacific Island Commission Members, such assistance will normally be provided by SPC funding sources, or from the Commission's Special Requirements Fund, subject to procedures agreed by the Commission governing the use of that Fund and to the Commission's strategy for capacity building and operationalizing Article 30 of the Convention. Where assistance is to be funded from the Commission's Special Requirements Fund, this shall be included in the Service Agreement. In special circumstances, assistance may also be requested for non-Pacific Island Commission Members. Such assistance will be funded by the Commission (in which case it will be detailed in the Service Agreement) or directly by the countries concerned.

General Administrative Arrangements

- i. This MOU becomes effective upon the date of signature of the responsible representatives of both Parties.
- ii. This MOU may be modified by written consent of the responsible representatives of both Parties. The modified MOU becomes effective upon the date of signature of such consent.
- iii. If any dispute should arise between the Parties on the operation of this MOU, the Parties will make every effort to resolve the dispute themselves, or if necessary, by utilising a mutually-acceptable arbiter.
- iv. Either Party may terminate this MOU by providing written notice to the other of its intention to withdraw from the MOU. Termination shall be effective on 31 December of the year in which such notice is given, or 90 days following such notice, whichever is later. Upon termination of the MOU, any uncommitted funds provided for scientific services and assistance shall be refunded to the Commission.
- v. A full review of the terms and operation of this MOU and its Annexes will be conducted in concert with the review of the scientific functions of the Commission, to be completed by 30 June 2007, and subsequently every three years.

Signature

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

Andrew Wright
Executive Director, WCPFC

Lourdes Pangelinan
Director General, SPC

20 December 2005

DRAFT Three Year Agreement for the Provision of Scientific Services to the Commission and Assistance to Members by the Secretariat of the Pacific Community

Period Covered by this Agreement

The period covered by this Agreement is 1 January 2010 to 31 December 2012.

Scientific Services to be Provided

The scientific services to be provided to the Commission by the SPC OFP during the period of this Agreement are as follows:

Description of Service	Timing
<i>Data management, statistical analyses and related services</i>	
<i>Stock assessment and related analytical services</i>	
<i>Research services</i>	
<i>Other advisory services</i>	

Financial Support to be Provided by the Commission

The financial support to be provided by the Commission to the SPC OFP for the above services and assistance is as follows:

Item	Cost basis	USD

Total Commission funding		

Schedule for Payments

The schedule of payments shall be as follows:

31 December 2009 (or before)	USD
31 December 2010 (or before)	USD
30 June 2011 (or before)	USD

Bank Details for Payments

Name of Bank:	Banque de Nouvelle-Caledonie
Address:	25 av Henri Lafleur Victoire, Noumea, New Caledonia
Account name :	Secretariat General de la Communaute du Pacifique
Account Number :	14889 00081 01461716025 31

Andrew Wright
Executive Director, WCPFC

Jimmy Rogers
Director General, SPC

Date

DATA EXCHANGE AGREEMENT

Between
The Western and Central Pacific Fisheries Commission
And
The Secretariat of the Pacific Community

This data exchange agreement is made between the Western and Central Pacific Fisheries Commission (WCPFC or the Commission) and the Secretariat of the Pacific Community (SPC) pursuant to paragraph 29 of the *Rules and Procedures for the Protection, Access to and Dissemination of Data Compiled by the Commission* (RAP).

The data to be exchanged are:

- The WCPFC will provide the SPC with aggregated catch and effort data as per paragraph 2, Appendix 4 of the RAP.
- The SPC will, at the request of SPC members, provide the WCPFC with aggregated catch and effort data for the fleets of SPC members in accordance with their WCPFC data provision obligations.

The data exchanged under this agreement will be used by each organization in accordance with their mandated work programmes and will be maintained in a manner consistent with the data security standards established by the Commission.

This agreement represents a standing arrangement for annual data exchange, with the schedule for exchanges being consistent with the data acquisition arrangements of both organizations.

Signed on behalf of WCPFC

Signed on behalf of SPC

Glenn Hurry
WCPFC Chair

John Hampton
Oceanic Fisheries Programme Manager

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COMMISSION FOR THE CONSERVATION OF SOUTHERN BLUEFIN TUNA
AND
THE WESTERN AND CENTRAL PACIFIC FISHERIES COMMISSION**

The Commission for the Conservation of Southern Bluefin Tuna (CCSBT) and the Western and Central Pacific Fisheries Commission (WCPFC);

Recalling that the objective of the Convention for the Conservation of Southern Bluefin Tuna is to ensure, through appropriate management, the conservation and optimum utilisation of southern bluefin tuna;

Further recalling that the objective of the Convention on the Conservation and Management of Highly Migratory Fish Stocks in the Western and Central Pacific Ocean 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 under the Convention for the Conservation of Southern Bluefin Tuna CCSBT claims competence over southern bluefin throughout its migratory range;

Recognising further that under the Convention on the Conservation and Management of Highly Migratory Fish Stocks in the Western and Central Pacific Ocean WCPFC has competence to regulate southern bluefin tuna within its area of jurisdiction as a highly migratory stock;

Noting Article 12 of the Convention for the Conservation of Southern Bluefin Tuna which requires the CCSBT to collaborate with other inter-governmental organisations which have related objectives to, among other things, obtain the best available information including scientific information to further the attainment of the objective of the Convention and seek to avoid duplication with respect to the work of the other organizations;

Further noting Article 22 of the Convention on the Conservation and Management of Highly Migratory Fish Stocks in the Western and Central Pacific Ocean which requires the WCPFC to cooperate with other organizations, including specifically, CCSBT, in order to avoid the duplication of measures in respect of species in that area which are regulated by both organizations;

Recalling paragraph 86 (a) of the Final Report of the Preparatory Conference for the Establishment of the Commission for the Conservation of Highly Migratory Fish Stocks in the Western and Central Pacific Ocean of 7 December 2004, which recognises the need to establish an understanding between WCPFC and the CCSBT clarifying that, because CCSBT has competence with respect to southern bluefin tuna throughout its migratory range, the WCPFC recognizes that CCSBT is the appropriate body to develop and implement southern bluefin tuna conservation and management measures;

Desiring to put in place an arrangement to implement Article 12 of the Convention for the Conservation of Southern Bluefin Tuna and Article 22 of the Convention on the Conservation and Management of Highly Migratory Fish Stocks in the Western and Central Pacific Ocean,

The CCSBT and the WCPFC record the following understandings:

(a) that the CCSBT is the appropriate body to develop and implement southern bluefin tuna conservation and management measures;

(b) that the CCSBT will provide a report each year to the WCPFC covering the stock assessment for southern bluefin tuna for that year; and the latest catch data classified by ocean, gear and catching country;

c) that the WCPFC will provide a report to the CCSBT each year detailing the catches of southern bluefin tuna by vessels fishing for highly migratory species within the WCPFC Convention area by flag and gear;

(d) that the CCSBT and the WCPFC agree to:

- exchange data and scientific information on annual basis;
- exchange information on fisheries management on annual basis;
- cooperate in investigations and studies of mutual interest;
- grant permanent reciprocal observer status at meetings; and
- to consider methods of recognising each others conservation and management measures

This MOU is effective upon signature by both parties.

This MOU does not alter the obligations of members of either body to comply with the management and conservation measures of those bodies.

Revisions to this Memorandum of Understanding shall be made by mutual consent of both the parties, by the issuance of a written notification, signed and dated by both parties, prior to any changes being performed.

Either party may terminate this Memorandum of Understanding by giving twelve (12) months' notice in writing.

Signed and duly dated:

__original signed by____

Yoshimi Suenaga
Chairman

Commission for the Convention for the
Conservation of Southern Bluefin Tuna

Date:_____

__original signed by____

Glenn Hurry
Chairman

Commission for the Conservation of Highly
Migratory Fish Stocks in the Western and Central
Pacific Ocean

Date:_____

Was reserved for version recommended by ISC9

DRAFT

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COMMISSION FOR THE CONSERVATION AND MANAGEMENT OF HIGHLY
MIGRATORY FISH STOCKS IN THE WESTERN AND CENTRAL PACIFIC OCEAN
AND
THE INTER-AMERICAN TROPICAL TUNA COMMISSION**

The Commission for the Conservation and Management of Highly Migratory Fish Stocks in the Western and Central Pacific Ocean (hereafter WCPFC) and the Inter-American Tropical Tuna Commission (hereafter IATTC):

RECOGNISING that the objective of the Convention for the Conservation and Management of Highly Migratory Fish Stocks in the Western and Central Pacific Ocean (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 FURTHER that the objective of the Antigua Convention for the strengthening of the Inter-American Tropical Tuna Commission established by the 1949 Convention between the United States of America and the Republic of Costa Rica (Antigua Convention) is to ensure the long-term conservation and sustainable use of the fish stocks covered by that Convention;

UNDERSTANDING that both the WCPFC Convention and the Antigua Convention have provisions to address the conservation of non-target, associated or dependent species which belong the same ecosystem as the target species;

TAKING INTO ACCOUNT that Article 22 of the WCPFC Convention calls upon the WCPFC to make suitable arrangements for consultation, cooperation and collaboration with other relevant organizations, including the IATTC;

NOTING that Article 22 of the WCPFC Convention also provides that, where the WCPFC Convention Area overlaps with an area under regulation by another fisheries management organization, the WCPFC shall cooperate with such other organization in order to avoid the duplication of measures in respect of species in that area which are regulated by both organizations;

AWARE that Article 22 of the WCPFC Convention further calls upon the WCPFC to cooperate with the IATTC and to initiate consultation with the IATTC with a view to reaching agreement on a consistent set of conservation and management measures, including measures relating to monitoring, control and surveillance, for fish stocks that occur in the Convention Areas of both organizations;

TAKING INTO ACCOUNT that Article XXIV of the Antigua Convention calls upon the IATTC to cooperate with subregional, regional, and global fishery organizations and arrangements and, as appropriate, establish relevant institutional arrangements such as consultative committees, in agreement with such organizations or arrangements, with the goal of promoting the achievement of the objective of the Antigua Convention;

NOTING that Article XXIV of the Antigua Convention also provides that, where the Convention Area overlaps with an area under regulation by another fisheries management organization, the IATTC shall

cooperate with such other organization in order to ensure that the objective of the Antigua Convention is reached;

AWARE that Article XXIV of the Antigua Convention further provides that the IATTC shall strive to agree with another organization with an overlapping area on the relevant measures to be taken, such as ensuring the harmonization and compatibility of the conservation and management measures adopted by the IATTC and the other organization, or deciding that the IATTC or the other organization, as appropriate, avoid taking measures in respect of species in that area which are regulated by the other organization;

CONSCIOUS of the fact that there is a geographical area that falls within the purview of both the WCPFC Convention and the Antigua Convention;

AWARE that there are stocks and species covered by both the WCPFC Convention and the Antigua Convention that migrate through areas that are within the purview of both Conventions;

DESIROUS to put into place arrangements and procedures to make possible the cooperation called for by the WCPFC Convention and the Antigua Convention, and to enhance the conservation and management of species which are covered by the two Conventions;

NOW THEREFORE the WCPFC and the IATTC record the following understandings:

1. AREAS OF COOPERATION

The WCPFC and the IATTC agree to establish and maintain consultation, cooperation and collaboration in respect of matters of common interest to the two organizations, including, but not limited to, the following areas:

- i. exchange of data and information, in a manner consistent with the information-sharing policies of each Commission;
- ii. collaboration on research efforts relating to stocks and species of mutual interest, including Pacific-wide stock assessments;
- iii. conservation and management measures for stocks and species of mutual interest.

2. MANNER OF COOPERATION

Cooperation between the Secretariats of the WCPFC and the IATTC shall include:

- i. reciprocal participation in relevant meetings of each organization, including those of each organization's subsidiary bodies;
- ii. information-sharing about stocks and species of mutual interest;
- iii. development of processes to promote harmonization and compatibility of conservation and management measures, including measures relating to monitoring, control and surveillance; and
- iv. active and regular exchange of relevant meeting reports, information, research data and results, project plans, documents, and publications regarding matters of mutual interest.

Consultative Meeting

To facilitate the effective development and implementation of cooperative measures, the WCPFC and the IATTC agree to establish a consultative meeting between the Secretariats to be known as the WCPFC-IATTC Consultative Meeting. The purpose of the Consultative Meeting will be to review and enhance the cooperation between the WCPFC and the IATTC. The Consultative Meetings shall be open to all interested members of both Commissions and be supported by appropriate staff of both Commissions.

3. MODIFICATION AND AMENDMENT

This Memorandum of Understanding is subject to modification and amendment by mutual consent of both Commissions.

4. TERMINATION

Either Commission may terminate this Memorandum of Understanding by giving six months' notice of intention to terminate to the other Commission.

5. SIGNATURE

Signed on behalf of the Commission for the Conservation and Management of Highly Migratory Fish Stocks in the Western and Central Pacific Ocean and the Inter-American Tropical Tuna Commission:

.....
Chairman, WCPFC

.....
Director, IATTC
Date:

DRAFT

DRAFT MEMORANDUM OF COOPERATION ON THE EXCHANGE AND RELEASE OF DATA

between

THE COMMISSION FOR THE CONSERVATION AND MANAGEMENT OF HIGHLY MIGRATORY FISH STOCKS IN THE WESTERN AND CENTRAL PACIFIC OCEAN

and

THE INTER-AMERICAN TROPICAL TUNA COMMISSION

The Commission for the Conservation and Management of Highly Migratory Fish Stocks in the Western and Central Pacific Ocean (hereafter WCPFC) and the Inter-American Tropical Tuna Commission (hereafter IATTC):

[Colombia] ~~FURTHER RECOGNIZING that the Memorandum of Understanding of June 2006 [Japan] between the WCPFC and the IATTC agreed to establish and maintain consultation, cooperation and collaboration in respect of exchange of data and information, in a manner consistent with the information-sharing policies of each Commission; and~~

NOW THEREFORE the WCPFC and IATTC ~~agree~~ confirm [Japan] the following conditions for the exchange and release of data from fisheries which capture highly migratory fish species:

1. CONDITIONS FOR THE EXCHANGE OF DATA

- (a) Subject to fulfilling internal requirements of each Commission regarding data confidentiality and information security, both Commissions exchange equivalent data on a reciprocal basis, and maintain the data in a manner consistent with the security standards established by each Commission.
- (b) The conditions in paragraph (a) above shall apply to all data as specified below to be disseminated to other Commission.
- (c) No exchanged data will be used, disclosed or confirmed to initiate or carry on any legal action or for any other purposes inconsistent with the cooperative objective of this memorandum. [Ecuador]

2. OPERATIONAL LEVEL DATA

Operational-level tuna fisheries data includes catch and effort (including by-catch of mammals, turtles, sharks and billfish), observer, unloading, transshipment and port inspection data.

3. AGGREGATED DATA

Aggregated catch and effort data includes:

- (a) Data for long line gear aggregated by flag State by 5° latitude and by 5° longitude by month;
- (b) Data for surface gear (including purse seine) aggregated by flag State by 1° latitude and by 1° degree longitude by month; and

- (c) Aggregated observer data (made up of observations from a minimum of three vessels).

4. OTHER DATA

Monitoring, control, surveillance, inspection and enforcement data includes:

- (a) The names and other markings of 'Vessels Of Interest' to each organization subject to this memorandum [Colombia]; and
- (b) Transhipment verification reports for vessels transhipping in the Convention Area of one RFMO but which have fished within the Convention Area of the other.

~~5. MODIFICATION AND AMENDMENT OTHERS [Japan]~~

This ~~Agreement on the Exchange of Data~~ cooperation on the exchange and release of data may be modified by mutual consent.

~~6. TERMINATION~~

Either Commission may ~~terminate this Agreement end this cooperation~~ on the exchange of data by giving six months' notice of intention to terminate to the other Commission.

~~7.6. SIGNATURE~~

Signed on behalf of the Commission for the Conservation and Management of Highly Migratory Fish Stocks in the Western and Central Pacific Ocean and the Inter-American Tropical Tuna Commission:

.....
Chairman, WCPFC

Date:

.....
Chairman, IATTC

Date:

MEMORANDUM OF UNDERSTANDING

**between the Secretariat of
the Pacific Islands Forum Fisheries Agency
and
the Secretariat of the Western and Central Pacific Fisheries Commission**

The Secretariats of both the Pacific Islands Forum Fisheries Agency (FFA) and the Western and Central Pacific Fisheries Commission (WCPFC);

Recognising the need to establish a complementary relationship between the two organizations to promote the sustainable use, conservation and management of highly migratory fish stocks in the Western and Central Pacific Ocean;

Recalling that the function of the FFA as provided for in Article VII of the South Pacific Forum Fisheries Agency Convention is, *inter alia*, to seek to establish working arrangements with relevant regional and international organisations;

Further recalling the FFA mission as defined by its Strategic Plan 2005-2020 is to support and enable its members to achieve sustainable fisheries and the highest levels of social and economic benefits in harmony with the broader environment;

Acknowledging that the objective of the Convention on the Conservation and Management of Highly Migratory Fish Stocks in the Western and Central Pacific Ocean (WCPF 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;

Acknowledging the requirement in Article 5 of the WCPF Convention to conserve and manage highly migratory fish stocks in the Convention Area in their entirety;

Acknowledging further the role of the WCPF Commission under Article 10 of the WCPF Convention in establishing conservation and management measures for highly migratory fish stocks in the Convention Area as a whole;

Noting that Article 8.1 of the WCPF Convention requires that conservation and management measures established for the high seas and in areas under national jurisdiction shall be compatible in order to ensure conservation and management of highly migratory fish stocks in their entirety;

Recognising the important role the FFA Secretariat plays in assisting its members to participate effectively in the work of the WCPF Commission, in implementing the obligations of the WCPF Convention and decisions of the WCPF Commission; and in implementing compatible conservation and management measures in the areas under their national jurisdiction as required under Article 8.1 of the WCPF Convention;

Noting Article 22.5 of the Convention on the Conservation and Management of Highly Migratory Fish Stocks in the Western and Central Pacific Ocean which provides for the Commission to enter into relationship agreements with other organizations, including the FFA, with a view to obtaining the best available scientific and other fisheries-related

information to further the attainment of the objectives of the WCPF Convention and to minimise duplication with respect to their work;

Desiring to put in place an arrangement to support the implementation of Article VII(e) of the FFA Convention and Article 22 of the WCPF Convention, the FFA and the WCPF Secretariat record the following understandings:

1. In order to maximise the effectiveness of their scientific, compliance and other activities, the FFA Secretariat and the WCPFC Secretariat agree, within the scope of Article 22.5 of the WCPF Convention and Article VI of the FFA Convention, to exchange information relating to their activities and programmes of work on highly migratory fish stocks and associated and dependent species in the Pacific Islands region, subject to arrangements concerning the confidentiality of information held by each organisation on behalf of its members. .
- 2.. The WCPFC and the FFA agree to hold a meeting between the two Secretariats at least once annually at a venue and time that minimises the cost of participation, for the purpose of exchanging information on activities of mutual interest, and to explore ways of minimising duplication of their work.
3. Where necessary, and at the request of either Secretariat, this Memorandum of Understanding may be reviewed and amended. Any such amendment shall take effect upon signature by the Director-General of the FFA and the Executive Director of the WCPFC.
4. Either party may terminate this MOU by giving twelve (12) months' notice in writing.
5. This MOU is effective upon signature by both parties.

Signed and duly dated:

Daniela Su'a
Director-General
Forum Fisheries Agency

Andrew Wright
Executive Director
Commission for the Conservation of Highly
Migratory Fish Stocks in the Western and
Central Pacific Ocean Ok

Date: _____

Date: _____

MEMORANDUM OF UNDERSTANDING
between
THE WESTERN AND CENTRAL PACIFIC FISHERIES COMMISSION
and
THE AGREEMENT ON THE CONSERVATION OF ALBATROSSES AND
PETRELS

The Commission for the Conservation and Management of Highly Migratory Fish Stocks in the Western and Central Pacific Ocean (hereafter WCPFC) and the Agreement on the Conservation of Albatrosses and Petrels (hereafter the ACAP);

ACKNOWLEDGING that *The Agreement on the Conservation of Albatrosses and Petrels* (hereafter ACAP), developed under the auspices of the *Convention on the Conservation of Migratory Species of Wild Animals*, is a multilateral agreement which seeks to achieve and maintain a favourable conservation status for albatrosses and petrels by coordinating international activity to mitigate known threats to albatross and petrel populations.

NOTING that Article X(d) of ACAP authorizes the ACAP Secretariat to liaise with non-Party Range States and regional economic integration organisations and to facilitate coordination between Parties and non-Party Range States, and international and national organisations and institutions whose activities are directly or indirectly relevant to the conservation, including the protection and management, of albatrosses and petrels;

NOTING FURTHER that Article XI of ACAP empowers the ACAP Secretariat to consult and cooperate, where appropriate, with the secretariats of other relevant conventions and international instruments in respect of matters of common interest and to enter into arrangements, with the approval of the Meeting of Parties, with other organisations and institutions as may be appropriate and to consult and cooperate with such organisations and institutions in exchanging information and data;

ACKNOWLEDGING that the objective of the Convention for the Conservation and Management of Highly Migratory Fish Stocks in the Western and Central Pacific Ocean (hereafter WCPF 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;

ACKNOWLEDGING FURTHER that the WCPFC Convention also makes provisions for the conservation of non-target, associated or dependent species which belong to the same ecosystem as the target species, including albatrosses and petrels;

CONSCIOUS that some members of the WCPFC are Parties to ACAP;

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

RECOGNIZING that the achievement of the objectives of the WCPFC Convention and ACAP will benefit from cooperation, with a view to harmonising the conservation measures adopted in respect of albatrosses and petrels;

DESIRING to put into place arrangements and procedures to promote cooperation in order to enhance the conservation of albatrosses and petrels;

NOW THEREFORE the WCPFC and ACAP record the following understandings:

1. OBJECTIVE OF THIS AGREEMENT

The objective of this Memorandum of Understanding is to facilitate cooperation between the WCPFC and ACAP with a view to supporting efforts to minimise the incidental by-catch of albatrosses and petrels listed in Annex 1 of the Agreement on the Conservation of Albatrosses and Petrels within the WCPFC Convention Area.

2. AREAS OF COOPERATION

The WCPFC and ACAP may establish and maintain consultation, co-operation and collaboration in respect of matters of common interest to the two organisations, including, but not limited to, the following areas:

- a) development of systems for collecting and analysing data, and exchanging information concerning the incidental by-catch of seabirds in the WCPFC Convention Area;
- b) exchange of information regarding management approaches relevant to the conservation of albatrosses and petrels;
- c) implementation of education and awareness programmes for fishers who operate in areas where albatrosses and petrels may be encountered;
- d) design, testing and implementation of seabird by-catch mitigation measures relevant to fishing operations in the WCPFC Convention Area;
- e) development of training programmes on conservation techniques and measures to mitigate threats affecting albatrosses and petrels; and
- f) exchange of expertise, techniques and knowledge relevant to the conservation of albatrosses and petrels in the WCPFC Convention Area and
- g) reciprocal participation in relevant meetings of each organisation.

3. REVIEW, MODIFICATION AND AMENDMENT

This Memorandum of Understanding is subject to modification and amendment by the mutual consent of both organisations.

3. LEGAL STATUS

The parties acknowledge that this Memorandum of Understanding is not legally binding between them.

4. ENTRY INTO FORCE AND TERMINATION

This Memorandum of Understanding shall enter into force upon the signatures of the Chair of the Commission for the Conservation and Management of Highly Migratory Fish Stocks in the Western and Central Pacific Ocean and the Chair of the Agreement on the Conservation of Albatrosses and Petrels

Either organisation may terminate this Memorandum of Understanding by giving six months notice of intention to terminate to the other organisation.

ARTICLE 5: SIGNATURE

Signed on behalf of the Commission for the Conservation and Management of Highly Migratory Fish Stocks in the Western and Central Pacific Ocean and the Agreement on the Conservation of Albatrosses and Petrels

_____/ /
Chair
WCPFC

_____/ /
Chair
ACAP

MEMORANDUM OF UNDERSTANDING
Between
THE WESTERN AND CENTRAL PACIFIC FISHERIES COMMISSION
and
THE SECRETARIAT OF THE PACIFIC REGIONAL ENVIRONMENT
PROGRAMME

PREAMBLE

The Commission for the Conservation and Management of Highly Migratory Fish Stocks in the Western and Central Pacific Ocean (hereafter WCPFC) and the Secretariat of the Pacific Regional Environment Programme (hereafter SPREP);

ACKNOWLEDGING that the Agreement establishing the South Pacific Regional Environment Programme (hereafter the SPREP Convention) as an intergovernmental organisation, seeks to promote co-operation in the South Pacific region and to provide assistance in order to protect and improve its environment and to ensure sustainable development for present and future generations;

TAKING NOTE of Article 2 of the SPREP Convention which requires SPREP to co-ordinate regional activities addressing the environment; monitor and assess the state of the environment in the region including the impacts of human activities on the ecosystems of the region and encourage; promote and develop programmes, including research programmes, to among other things, protect coastal and marine ecosystems and species, while ensuring ecologically sustainable utilisation of resources; strengthen national and regional capabilities and institutional arrangements; increase and improve training, educational and public awareness activities; and promote integrated legal, planning and management mechanisms;

ACKNOWLEDGING that the objectives of the Convention on the Conservation of Nature in the South Pacific, done at Apia on 12 June 1976, is to achieve the conservation, utilization and development of the resources of South Pacific region, including marine living resources, through careful planning and management for the benefit of present and future generations;

ACKNOWLEDGING FURTHER that the Convention for the Protection of the Natural Resources and Environment of the South Pacific Region and related Protocols, done at Noumea, on 24 November 1986 is aimed at the protection of the environment of the South Pacific region, including the marine environment and the harmonization of policies at the regional level;

TAKING NOTE of the various Action Plans and Strategies developed by SPREP to achieve its objectives, including the Avifauna Conservation Strategy for the Pacific Region, 2000, the marine species programme framework 2003-2007 including the Marine Turtle Action Plan, 2003 – 2007, the Whale and Dolphin Action Plan, 2003 – 2007, the

Strategic Action Programme for the International Waters of Pacific Small Island Developing States, 1997, and, in association with other organisations in the Pacific Islands region, the Pacific Islands Regional Ocean Policy (2002) and Framework for Integrated Strategic Action.

ACKNOWLEDGING that the objective of the Convention for 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;

ACKNOWLEDGING FURTHER that the WCPFC Convention also requires the adoption of measures and policies to protect and conserve marine biodiversity, including conservation of non-target, associated or dependent species which belong to the same ecosystem as the target species;

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

NOTING FURTHER that Article 7 of the SPREP Convention requires the SPREP Secretariat to co-ordinate and establish working arrangements with relevant national, regional and international organisations;

RECOGNISING the areas of shared responsibility and membership of the WCPFC and SPREP and the desirability of co-operation between the WCPFC and SPREP in order to ensure coordination and co-operation in efforts to protect marine biodiversity and the long term conservation and sustainable use of marine living resources in the Pacific Islands region;

NOW THEREFORE the WCPFC and SPREP
(the Parties) record the following understandings:

1. OBJECTIVE OF THIS MEMORANDUM OF UNDERSTANDING

The objective of this Memorandum of Understanding is to facilitate cooperation between the Parties with a view to protecting the marine environment of the Pacific Islands region, in particular, the development and implementation of ecosystem principles and measures and the conservation of marine biodiversity, including conservation of endangered marine ecosystems, marine species and seabirds;

2. MANNER OF COOPERATION

The Parties agree to establish and maintain consultation, co-operation and collaboration in respect of matters of common interest to the two organizations, including, but not limited to, the following areas:

- a) development of systems for collecting and analysing data, and exchanging information concerning the incidental by catch of seabirds in the Pacific Islands Region;
- b) exchange of information regarding marine biodiversity and ecosystem management approaches;
- c) design and implementation of mitigation measures relevant to fishing operations in the Pacific Islands Region;
- e) development of training programmes on conservation techniques and measures to mitigate the impact of fishing for target species on dependent and associated species in the Pacific Islands Region;
- f) active and regular exchange of relevant meeting reports, information, research data and results, project plans, documents, and publications regarding matters of mutual interest;
- g) reciprocal participation in relevant meetings of each organization, including those of each organization's subsidiary bodies, and
- i) raising awareness among each organization's constituents and stakeholders of the work of the other organization in respect of matters of mutual interest.

3. REVIEW, MODIFICATION AND AMENDMENT

This Memorandum of Understanding may be modified or amended by the mutual consent in writing of both Parties.

4. LEGAL STATUS

The Parties acknowledge that this Memorandum of Understanding is not legally binding between them.

5. ENTRY INTO FORCE AND TERMINATION

This Memorandum of Understanding shall enter into force upon the signatures of the authorised representative of each Party. Either Party may terminate this Memorandum of Understanding by giving six months notice of intention to terminate to the otherParty.

6. SIGNATURE

Signed on behalf of the Commission for the Conservation and Management of Highly Migratory Fish Stocks in the Western and Central Pacific Ocean and the Secretariat of the Pacific Regional Environment Programme.

.....
 Glenn Hurry
 Chairman, WCPFC
 Date:

.....
 Asterio Takesy
 Director, SPREP
 Date:

MEMORANDUM OF UNDERSTANDING
between
THE COMMISSION FOR THE CONSERVATION AND MANAGEMENT OF HIGHLY
MIGRATORY FISH STOCKS IN THE WESTERN AND CENTRAL PACIFIC OCEAN
and
THE INDIAN OCEAN TUNA COMMISSION

The Commission for the Conservation and Management of Highly Migratory Fish Stocks in the Western and Central Pacific Ocean (hereafter WCPFC) and the Indian Ocean Tuna Commission (hereafter IOTC);

NOTING that the objective of the Convention for the Conservation and Management of Highly Migratory Fish Stocks in the Western and Central Pacific Ocean (hereafter WCPF 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;

NOTING FURTHER that the Agreement for the Establishment of the Indian Ocean Tuna Commission (hereafter IOTC Agreement) seeks to promote cooperation with a view to ensuring, through appropriate management, the conservation and optimum utilization of tuna and tuna-like species and to and encourage the sustainable development of such species within the area of competence of the IOTC;

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

CONSIDERING FURTHER that Article 22 of the WCPFC Convention provides that, where the WCPFC Convention Area overlaps with an area under regulation by another fisheries management organization, the WCPFC shall cooperate with such other organization in order to avoid the duplication of measures in respect of species in that area which are regulated by both organizations;

NOTING that Article 22 of the WCPFC Convention specifically calls upon the WCPFC to cooperate with the IOTC and to initiate consultation with the IOTC with a view of reaching agreement on a consistent set of conservation and management measures, including measures relating to monitoring, control and surveillance, for fish stocks that occur in the Convention Areas of both organizations;

NOTING FURTHER that Article XV of the IOTC Agreement calls on the IOTC to cooperate and make appropriate arrangements with other intergovernmental organizations, in particular with any intergovernmental organization or institution dealing with tunas in the area of competence of the IOTC and to seek to promote complementarity and to avoid duplication and conflict;

BEARING IN MIND that there is an overlap of the geographical area that falls within the area of competence of both the WCPFC the IOTC;

CONSCIOUS that some members of the WCPFC and the IOTC are members of both organizations;

AWARE that there are stocks and species covered by both the WCPFC Convention and the IOTC Agreement that migrate through areas of competence of both organizations;

DESIRING to put into place arrangements and procedures to promote cooperation called for by the WCPFC Convention and the IOTC Agreement in order to enhance the conservation and sustainable use of species which are within the competence of both organizations

DESIRING FURTHER to promote complementarity and to avoid duplication in and conflict in the activities of the two organizations;

NOW THEREFORE the WCPFC and the IOTC record the following understandings:

1. AREAS OF COOPERATION

The WCPFC and the IOTC agree to establish and maintain consultation, co-operation and collaboration in respect to matters of common interest to the two organizations, including, but not limited to, the following areas:

- i. exchange of data and information consistent with the information-sharing policies of each Commission;
- ii. collaboration on research efforts relating to stocks and species of mutual interest, including stock assessments; and
- iii. conservation and management measures for stocks and species of mutual interest.

2. MANNER OF COOPERATION

2.1 Cooperation between the WCPFC and the IOTC shall include;

- i. reciprocal participation as observers in relevant meetings of each organization, including those of each organization's subsidiary bodies;
- ii. information sharing about stocks and species of mutual interest;
- iii. development of process to promote harmonization and compatibility of conservation and management measures as relevant, including measures relating to monitoring, control, surveillance and enforcement; and
- iv. active and regular exchange of relevant meeting reports, information, research data and results, project plans, documents, and publications regarding matters of mutual interest.

2.2 Consultative Meeting of Secretariats

To facilitate the effective development and implementation of cooperative measures, the WCPFC and the IOTC agree to establish an annual consultative meeting of the Secretariats to be known as the WCPFC-IOTC Consultative Meeting.

The WCPFC-IOTC Consultative Meeting will attempt to meet in the margins of meetings at which both Secretariats are represented by appropriate staff as determined by the Executive Secretaries.

A report of the each WCPFC-IOTC Consultative Meeting will be circulated to members of both Commissions.

3. MODIFICATIONS, AMENDMENT

This Memorandum of Understanding is subject to modification and amendment by the mutual consent of both Commissions.

4. TERMINATION

Either organization may terminate this Memorandum of Understanding by giving six months notice of intentions to terminate to the other organization.

ARTICLE 5: SIGNATURE

Signed on behalf of the Commission for the Conservation and Management of Highly Migratory Fish Stocks in the Western and Central Pacific Ocean and the Indian Ocean Tuna Commission:

Glenn Hurry

Chairman, WCPFC

Date:

Chairman, IOTC

Date:

ARRANGEMENT

BETWEEN

**THE COMMISSION FOR THE CONSERVATION AND
MANAGEMENT OF HIGHLY MIGRATORY FISH STOCKS
IN THE WESTERN AND CENTRAL PACIFIC OCEAN**

and

**THE COMMISSION FOR THE CONSERVATION
OF ANTARCTIC MARINE LIVING RESOURCES**

The Commission for the Conservation and Management of Highly Migratory Fish Stocks in the Western and Central Pacific Ocean (hereafter WCPFC) and the Commission for the Conservation of Antarctic Marine Living Resources (hereafter CCAMLR);

NOTING that the objective of the Convention for the Conservation and Management of Highly Migratory Fish Stocks in the Western and Central Pacific Ocean (hereafter WCPF 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;

NOTING FURTHER that the objective of the Convention on the Conservation of Antarctic Marine Living Resources (hereafter CAMLR Convention) is the conservation of Antarctic marine living resources, which includes rational use;

NOTING that Article 22.(2) of the WCPF Convention specifically calls upon the WCPFC to make suitable arrangements for consultation, cooperation and collaboration with CCAMLR in order to contribute to the attainment of the objective of the WCPF Convention.

NOTING FURTHER that the Preamble to the CAMLR Convention recognises that it is desirable for CCAMLR to establish suitable machinery for recommending, promoting, deciding on and co-ordinating the measures and scientific studies needed to ensure the conservation of Antarctic marine living organisms;

CONSIDERING that Article II of the CAMLR Convention requires that any harvesting and associated activities in the CAMLR Convention Area shall be conducted in accordance with that Convention's provisions and with the specified principles of conservation which include, *inter alia*, maintenance of the ecological relationship between harvested, dependent and related populations of Antarctic marine living resources;

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

NOTING further that both the WCPF and CAMLR Conventions 33nalyzing the precautionary approach;

RECOGNISING that the fulfilment of the objectives of the WCPF and CAMLR Conventions will benefit from appropriate cooperation, with a view to strengthening the conservation measures adopted in respect of stocks and species or stocks of associated species that occur in the areas of competence of both organisations;

DESIRING to put into place arrangements and procedures to promote cooperation in order to enhance the conservation and rational use of stocks and species which are within the competence of both organisations so as to avoid conflict with the activities of the two organisations;

NOW THEREFORE the WCPFC and CCAMLR record the following understandings:

1. OBJECTIVE OF THIS ARRANGEMENT

The objective of this Arrangement is to facilitate, where appropriate, cooperation between the WCPFC and CCAMLR ('the Commissions') with a view to enhancing the conservation and rational use of stocks and species which are within the competence of both Commissions.

2. AREAS OF COOPERATION

The Commissions will establish and maintain consultation and cooperation in respect of matters of common interest to the two 33nalyzing33ons, in the following areas:

- a. Collecting, sharing and 33nalyzing data of common interest to both Commissions.
- (ii) Exchanging data and information consistent with the information-sharing policies of each Commission.
- (iii) Collaborating on research efforts relating to stocks and species of mutual interest, including stock assessments.
- (iv) Cooperating, where appropriate, on conservation measures for stocks and species of mutual interest.

3. MANNER OF COOPERATION

3.1 Cooperation between the WCPFC and CCAMLR will consist of:

- (i) Information sharing about stocks and species of mutual interest.

- (ii) Developing mechanisms to promote, where appropriate, cooperation on conservation measures.
- (iii) Exchange of relevant meeting reports, information, research data and results, project plans, documents, and publications regarding matters of mutual interest and where relevant, consistent with the information-sharing policies of each Commission.
- (iv) Consistent with each Commission rules of procedure and financial rules, reciprocal participation of the respective Secretariats in relevant meetings of each Commission.

3.2 To facilitate effective development and implementation of cooperation, the WCPFC and CCAMLR may establish a consultative process between the two respective Secretariats, that includes, telephone, email and similar means of communications.

3.3. The consultative process may proceed in the margins of meetings at which both Commissions' Secretariats are represented by appropriate staff.

3.4 The purpose of the consultative process will be to review and enhance cooperation between the WCPFC and CCAMLR.

4. REVIEW, MODIFICATION AND AMENDMENT

This Arrangement may be amended at any time by the mutual written consent of both Commissions.

5 LEGAL STATUS

This Arrangement does not create legally binding obligations.

6. ENTRY INTO EFFECT AND TERMINATION

- (i) This Arrangement will come into effect on signature.
- (ii) Either Commission may terminate this Arrangement by giving six months prior written notice to the other Commission.
- (iii) This Arrangement will remain in effect for three (3) years. At that stage the Commissions will review the operation of the Arrangement and decide whether it will be renewed.

7. SIGNATURE

Signed at this ...12th .day of ...January, 2009

.....
Chair WCPFC

.....
Chair CCAMLR

[DRAFT 26 March 2009]

MEMORANDUM OF UNDERSTANDING

Between

THE NORTH PACIFIC ANADROMOUS FISH COMMISSION

and

THE WESTERN AND CENTRAL PACIFIC FISHERIES COMMISSION

The North Pacific Anadromous Fish Commission (NPAFC) and the Western and Central Pacific Fisheries Commission (WCPFC);

RECALLING that objective of the Convention for the Conservation of Anadromous Stocks in the North Pacific Ocean is to promote the conservation of anadromous stocks in the Convention Area and that the Commission established by this Convention may consider matters related to the conservation of ecologically related species in the Convention Area.

AWARE that the objective of the Convention on the Conservation and Management of Highly Migratory Fish Stocks in the Western and Central Pacific Ocean 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;

NOTING Article IX of the Convention for the Conservation of Anadromous Fish Stocks in the North Pacific Ocean which requires the NPAFC to cooperate, as appropriate, with relevant international organizations, *inter alia*, to obtain the best available information, including scientific advice, to further the attainment of the objectives of this Convention;

FURTHER NOTING Article 22 of the Convention on the Conservation and Management of Highly Migratory Fish Stocks in the Western and Central Pacific Ocean which requires the WCPFC to cooperate with other organizations;

DESIRING to put in place an arrangement to implement Article IX of the Convention for the Conservation of Anadromous Fish Stocks in the North Pacific Ocean and Article 22 of the Convention on the Conservation and Management of Highly Migratory Fish Stocks in the Western and Central Pacific Ocean,

The NPAFC and the WCPFC record the following understandings:

1. AREAS OF COOPERATION

The WCPFC and the NPAFC agree to establish and maintain consultation, co-operation and collaboration in respect to matters of common interest to the two organizations, including, but not limited to, the following areas:

- i. exchange of data and information consistent with the information-sharing policies of each Commission;
- ii. collaboration on research efforts relating to stocks and species of mutual interest, including stock assessments; and
- iii. conservation and management measures for stocks and species of mutual interest.

2. MANNER OF COOPERATION

2.3 Cooperation between the WCPFC and the NPAFC shall include;

- i. reciprocal participation as observers in relevant meetings of each organization, including those of each organization's subsidiary bodies;
- ii. information sharing about stocks and species of mutual interest;
- iii. development of process to promote harmonization and compatibility of conservation and management measures as relevant, including measures relating to monitoring, control, surveillance and enforcement; and
- iv. active and regular exchange of relevant meeting reports, information, research data and results, project plans, documents, and publications regarding matters of mutual interest.

2.4 Consultative Meeting of Secretariats

To facilitate the effective development and implementation of cooperative measures, the WCPFC and the NPAFC agree to establish a regular consultative meeting of the Secretariats to be known as the WCPFC-NPAFC Consultative Meeting.

The WCPFC-NPAFC Consultative Meeting will attempt to meet in the margins of meetings at which both Secretariats are represented by appropriate staff as determined by the Executive Directors.

A report of the each WCPFC-NPAFC Consultative Meeting will be circulated to members of both Commissions.

3. MODIFICATIONS, AMENDMENT

This Memorandum of Understanding is subject to modification and amendment by the mutual consent of both Commissions.

4. TERMINATION

Either organization may terminate this Memorandum of Understanding by giving six months notice of intentions to terminate to the other organization.

5. SIGNATURE

Signed on behalf of the Commission for the Conservation and Management of Highly Migratory Fish Stocks in the Western and Central Pacific Ocean and the North Pacific Anadromous Fish Commission:

Ambassador Satya Nandan
Chairman, WCPFC
Date:

Mr Suam Kim
President, NPAFC
Date: