



**TECHNICAL AND COMPLIANCE COMMITTEE  
SEVENTH REGULAR SESSION**

28 September – 4 October 2011  
Pohnpei, Federated States of Micronesia

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**VMS Template**

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**WCPFC-TCC7-2011-DP/18  
3 October 2011**

**Prepared by USA**

**ARRANGEMENT/AGREEMENT/MOU/CONTRACT<sup>1</sup> BETWEEN  
NAME OF COMMISSION MEMBER**

**AND THE WESTERN AND CENTRAL PACIFIC FISHERIES COMMISSION (THE COMMISSION)  
CONCERNING THE STANDARDS, SPECIFICATIONS AND PROCEDURES FOR THE APPLICATION  
OF THE COMMISSION VMS TO WATERS UNDER THE NATIONAL JURISDICTION OF NAME OF  
COMMISSION MEMBER**

**IN THE COMMISSION VESSEL MONITORING SYSTEM (COMMISSION VMS)**

(Hereafter referred to as the "**NAME OF COMMISSION MEMBER**  
/WCPFC VMS Agreement")

In accordance with Article 24(8) of the Convention on the Conservation and Management of Highly Migratory Fish Stocks in the Western and Central Pacific Ocean (the Convention), Conservation and Management Measure 2007-02, Standards, Specifications and Procedures adopted by the Commission and Rules of Procedure for access to Data and the WCPFC7 decision on application of the Commission VMS to national waters of CCMs, **Name of Commission Member** and the Western and Central Pacific Fisheries Commission (the Commission) have reached the following Agreement with the objective of fulfilling the request made by **Name of Commission Member** for the application of the Commission VMS to waters under **Name of Commission Member**'s national jurisdiction

**Clause 1**

**Vessels to be covered**

The application of the Commission VMS to the waters under the national jurisdiction of **Name of Commission Member** shall/will apply to all vessels subject to the Commission VMS that enter, transit through or occupy **Name of Commission Member** waters, for whatever purpose.

**Clause 2**

**VMS Data Use**

**Name of Commission Member** shall/will have access and use of the VMS data generated by the Commission VMS under this Agreement, relating to areas under their national jurisdiction within the Convention Area **for monitoring, control and surveillance purposes.** ~~Access to the VMS position data from vessels to be covered in accordance with Clause 1 shall only be granted to data acquired after the date of signing of Agreement, as determined in para. 4 of Clause 8.~~

**Clause 3**

**VMS Data Access**

Access to the VMS position data from vessels to be covered in accordance with Clause 1 shall/will only be granted to data acquired after the date of signing of Agreement and after provision of the data identified in paragraph 4 of Clause 8.

Access to the VMS data from vessels to be covered in accordance with Clause 1 shall/will only be granted to the following entities:

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<sup>1</sup> Type of agreement to be decided by each Member to reflect constraints of national laws and procedures

- Authorized Personnel of MCS Entities notified to the WCPFC Secretariat in writing by the **Name of Commission Member** in paragraph 11 of the Commission's 2009 Rules and Procedures for the Protection, Access to, and Dissemination of High Seas Non-Public Domain Data and Information Compiled by the Commission for the Purpose of Monitoring, Control or Surveillance (MCS) Activities and the Access to and Dissemination of High Seas VMS;
- The Executive Director and authorised staff at the WCPFC Secretariat; and
- Authorized Personnel of MCS Entities notified to the WCPFC Secretariat by the flag state in accordance with paragraph 11 of the Commission's 2009 Rules and Procedures for the Protection, Access to, and Dissemination of High Seas Non-Public Domain Data and Information Compiled by the Commission for the Purpose of Monitoring, Control or Surveillance (MCS) Activities and the Access to and Dissemination of High Seas VMS.

#### Clause 4

##### VMS Data Format

The VMS position data for waters under **Name of Commission Member's** national jurisdiction is to be provided to the **Name of Commission Member** in a form other than a "read only" format that allows for the data to be managed.

#### Clause 5

##### VMS Costs and Payments

Any [additional] air-time costs for the transmission of all VMS data generated by the Commission VMS for vessels within the waters under the national jurisdiction of **Name of Commission Member**, and any additional programming costs associated with activating this Agreement within the Commission VMS that are required to meet special needs of this Agreement shall/will be borne by **Name of Commission Member**. Payments for air-time resulting from polling rates shall/will be made half yearly within 30 days of the receipt of invoice from the Commission Secretariat. Payment frequency for air-time costs will be reviewed periodically. Payment for any required additional programming changes to the current system will be made in advance following the receipt by the **Name of Commission Member** of a functional specification and associated costing from the WCPFC Secretariat. Failure to provide payment for the costs specified in this clause may result in the national jurisdiction of **Name of Commission Member** being removed from the Commission VMS within 14 days of notification of being in arrears.

#### Clause 6

##### Client Activation

**Name of Commission Member** will receive one (1) client-activation to be paid for by the Commission for access to high seas data for their fleets in accordance with WCPFC5. Any client-activation costs associated with Paragraph 6(c) of CMM 2007-02 for inclusion of waters under its national jurisdiction shall be borne by the requesting CMM.- Additional client activations to access the system may be requested with costs associated with any additional activation to be borne by the **Name of Commission Member** at a current cost, which shall/will be determined by the Commission. The unit cost of client activations shall/will be annually reviewed to reflect the current policy of the Commission.

**Clause 7**  
**Roles and Responsibilities**

**Name of Commission Member**

\_\_\_\_\_The **Name of Commission Member** is responsible for:  
for managing the application of the Commission VMS to waters under its national jurisdiction. This responsibility will include the following:

- ~~Nomination of authorised entities and personnel as:~~
  - maintaining the confidentiality and security of VMS data received through this agreement in a manner no less stringent than the security standards established by the Commission for the Secretariat in its Information Security Policy; and
  - destroying any non-public domain data received under this agreement, including any copies or derivatives of such data, including full erasure of all electronic data, [30] days following receipt of the data.

Notwithstanding the above paragraph, Authorized MCS Entities and Personnel may retain non-public domain data received under this agreement if it is part of an investigation, judicial or administrative proceeding of an alleged violation of the provisions of the Convention, any conservation and management measures or decisions adopted by the Commission, or domestic laws and regulations.

**Secretariat**

The roles and responsibilities of the WCPFC Secretariat will be in accordance with the WCPFC VMS SSPs, where relevant, and Clause 8 below. The Executive Director and authorised staff of the WCPFC Secretariat shall /will maintain the confidentiality and security of VMS data received through this agreement in a manner no less stringent than the security standards established by the Commission for the Secretariat in its Information Security Policy (ISP).

In addition, on execution of this Agreement, the WCPFC Secretariat will advise all CCMs that the **Name of Commission Member** has exercised the option to apply the Commission VMS to waters under its national jurisdiction prior to providing any data to the **Name of the Commission Member**. The WCPFC Secretariat will also maintain an updated list of all Commission Members that have access to Commission VMS data in their waters on the secure section of the WCPFC website.

**Clause 8**  
**Standards, Specifications and Procedures (SSP)**

For application of the Commission VMS to the waters under the national jurisdiction of **Name of Commission Member** the current SSP for the Commission VMS shall /will apply, where relevant, with the following additional requirements under section 5 of the SSPs.

1. The Commission VMS shall /will include an automated alert to report when vessels enter or exit the **Name of Commission Member** EEZ. Vessels subject to the Commission's VMS must be reporting to the Commission VMS through automatic means upon entry into the **Name of Commission Member** EEZ and

continue reporting while in waters under the national jurisdiction of **Name of Commission Member**.

2. While in waters under the national jurisdiction of **Name of Commission Member** vessels subject to the Commission's VMS must transmit automated position data to the Commission VMS according to the WCPFC VMS SSPs.

~~2. In the event that the Commission adopts paragraph 5 of Section 5 of the Commission's SSP, this provision relating to manual reporting will not apply to this Agreement.~~

3. **Name of Commission Member** shall provide to WCPFC Secretariat upon signature of this Agreement, its EEZ geographical coordinates.

~~3.4. In the event that two Members have conflicting EEZ geographical coordinates, VMS data will only be provided to either Member with the agreement of both Members. If either Member objects to the provision of VMS data in the disputed area, neither Member will be provided such data, with the indication of any areas where the EEZ boundaries are not yet defined ("grey area")~~

WCPFC Secretariat shall will within thirty (30) days of the conclusion of this Agreement, circulate the EEZ geographical coordinates submitted in accordance with sub paragraph 43 above to all Commission members.

#### **Clause 9**

#### **Dispute Settlement/Negotiation**

Any dispute/difference arising from implementation of this Agreement shall be settled by negotiation between **Name of Commission Member** and the WCPFC. In the case that Parties are not able to settle the dispute within three (3) months, this Agreement shall will terminate automatically.

#### **Clause 10**

#### **Amendments**

The Agreement may be amended in writing by the mutual consent of the Parties/Participants noted in Clause 9.

#### **Clause 11**

#### **Termination**

This Agreement shall will remain in force/effect until one Party gives written notice of its intention to terminate it, in which case this Agreement shall terminate one month after receipt of the notice of termination. The termination of this Agreement in accordance with this clause shall will not affect liabilities incurred under the Agreement before its termination.

#### **Clause 12**

#### **Authorities**

Executed on behalf of the Government of **Name of Commission Member** by .....

Signed

\_\_\_\_\_  
Title

Government of ***Name of Commission Member***

Date \_\_\_\_\_

Executed on behalf of the Commission by.....

Signed

\_\_\_\_\_  
Executive Director

Date \_\_\_\_\_

**ANNEX 1**

**Name of Commission Member designated contact point and MCS Entity(ies)**

For the purposes of administration of the *Agreement between Name of Commission Member and the Western and Central Pacific Fisheries Commission (the Commission) concerning the standards, specifications and procedures for the inclusion of the waters under the national jurisdiction of Name of Commission Member in the Commission Vessel Monitoring System (Commission VMS)* the following is the designated contact point and to be considered as an MCS Entity for access to non-public domain data in accordance with paragraphs 11 and 12 of the Rules and Procedures for the Protection, Access to, and Dissemination of High Seas Non-Public Domain Data and Information Compiled by the Commission for the Purpose of Monitoring, Control or Surveillance (MCS) Activities and the Access to and Dissemination of High Seas VMS Data for Scientific Purposes

**Name of Commission Member**

Name(s) \_\_\_\_\_

Position(s) \_\_\_\_\_

Phone Number (s):

Fax Number(s):

E-mail Address(s):