



FINANCE AND ADMINISTRATION COMMITTEE

Nineteenth Session

Manila, Philippines (Hybrid)

30 November to 5 December 2025

UPDATED MEMORANDUM OF AGREEMENT BETWEEN WCPFC AND SPC

FAC19-2025-09

29 October 2025

Submitted by the Secretariat

Purpose and Introduction

1. This paper proposes an amendment to the Memorandum of Agreement (MOA) between the Western and Central Pacific Fisheries Commission and the Pacific Community. The proposed change adds an additional section to Annex 1. The revised Annex 1 would contain two parts: One part that covers annual scientific services, and a second part for project-specific services.
2. Currently, work other than scientific services under the MOA requires multiple individual contracts. The goal is to reduce the need for separate contracts for individual projects and lessen the administrative workload for both organizations. In addition to the changes to Annex 1, clarification on intellectual property and other proprietary rights has been added to the MOA.

Proposed Changes to the MOA

3. Annex 1 will be divided into two parts. Part 1 will contain the current Scientific services provided to the Commission on an annual basis. This section will continue to reference the approved annual work programme and budget, service scope, reporting, timelines, and invoicing. The new Part 2 will contain the Scientific services provided by SPC in support of Commission oversight of specific SPC projects, as agreed and funded by the Commission. This section will reflect project selection, scope definition, deliverables, schedules, reporting, and financial arrangements.
4. In addition to the change to Annex 1, paragraph 2(c) has been added to the MOA to clarify the existing understanding of intellectual property and other proprietary rights.

Recommendation

5. The Committee is invited to consider the proposed changes to the MOA and make the necessary recommendation to the Commission for consideration at WCPFC22.

**MEMORANDUM OF AGREEMENT
BETWEEN
THE COMMISSION FOR THE CONSERVATION AND MANAGEMENT OF HIGHLY MIGRATORY FISH
STOCKS IN THE WESTERN AND CENTRAL PACIFIC OCEAN
AND
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 WCPFC” or “the Commission”) and the Pacific Community (hereinafter referred to as “SPC”) (together the “Parties”):

Recognizing 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 utilization;
- 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 minimize 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;
- obtain for its consideration the best scientific information available from the Scientific Committee through review of research results, encouraging and promoting cooperation in scientific research and assessing status of target or non-target stocks of interest;
- obtain advice and recommendations on conservation and management measures from the Technical and Compliance Committee, in collaboration with the Scientific Committee; and
- obtain recommendations from the Northern Committee on the formulation of such conservation and management measures as may be adopted by the Commission in respect of stocks which occur

mostly in the area north of 20° north parallel and on the implementation of such measures for the area north of 20° north parallel;

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 utilize scientific services for this purpose; and
- in order to carry out its functions in a cost-effective manner, shall, to the greatest extent possible, utilize the services of existing regional organizations and shall consult, as appropriate, with any other fisheries management, technical or scientific organizations with expertise in matters related to the work of the Commission;

Recognizing that SPC, through the work of its Oceanic Fisheries Programme (hereinafter referred to as "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 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:

1. General cooperation

The Commission and SPC shall establish and maintain cooperation in respect of matters of common interest to the two organizations. In particular, the Commission and SPC will:

- i. encourage reciprocal participation in relevant meetings of each organization;
- 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 organization's members; and
- iv. consult on a regular basis to enhance cooperation and minimize duplication.

2. Provision of Scientific Services to the Commission by SPC's OFP

- a. SPC's OFP, in cooperation with other scientists as appropriate, including those from Commission Members, shall provide the scientific services set out in Annex 1. The scope and details of these services shall be reviewed and agreed upon annually by both Parties. Annex 1 is divided into two parts: (i) scientific services provided to the Commission on an annual basis (Part 1); and (ii) scientific services provided by SPC's OFP in support of the implementation or oversight of specific scientific projects as agreed and funded by the Commission (Part 2). Any updated Annex 1 shall take effect upon mutual written agreement, replacing the previous version in its entirety and remaining effective until further updated or otherwise agreed. Amendments to Annex 1 shall not alter any other provision of this MOA unless expressly stated and agreed in writing. For avoidance of doubt, the Parties agree that annual updates to Annex 1 may be effected by revising the Annex alone, without requiring any amendment to this MOA.
- b. Such scientific 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 organizations relating to the confidentiality, disclosure and publication of data;
 - ii. data summaries, identification of data gaps 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. Advice on the implementation of e-reporting and e-monitoring;
 - v. regional stock assessments, CPUE standardization, sensitivity analysis and model refinement for key target and non-target species;
 - vi. ecosystem analyses, including developing ecosystem modelling and application to management, ecological risk assessment and related work;
 - vii. implementation of the approved Shark Research Plan, including stock assessment of key shark species, and refinement of the Shark Research Plan as needed;
 - viii. scientific evaluation of potential management options, agreed conservation and management measures and related work;

- ix. development of management strategy evaluation to support the implementation of the harvest strategy framework, including the provision of capacity building for Members on an understanding of harvest strategy development, functioning, and implications;
 - x. 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;
 - xi. design and implementation of biological, ecological or stock assessment research programmes requested by the Commission, including collaborative research programmes with other regional fishery management organizations;
 - xii. scientific advice and analyses on the impacts of climate change on tuna stocks and fisheries, including the development of adaptation and mitigation strategies for fisheries management; and
 - xiii. other advisory and technical services.
- c. The Parties agree that they shall jointly own all intellectual property and other proprietary rights relating to products, reports, documents, or any other materials produced, prepared, or collected in connection with the specific services set out in Annex 1. Each Party may use these rights independently without needing the other Party's consent, except when granting an exclusive or non-exclusive license to a third party, which requires the prior agreement of both Parties.

3. 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, 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;
- 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.

4. 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 Annex 1.

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, the details of such funding shall be included in Annex I of the

MOA as updated annually. In special circumstances, assistance may also be requested for non-Pacific Island Commission Members. Such assistance will be funded by the Commission or directly by the countries concerned.

5. General Administrative Arrangements

- i. This MOA becomes effective upon the date of signature of the responsible representatives of both Parties.
- ii. This MOA may be modified by written consent of the responsible representatives of both Parties. The modified MOA becomes effective upon the date of signature of such consent.
- iii. If any dispute should arise between the Parties on the operation of this MOA, the Parties will make every effort to resolve the dispute themselves, or if necessary, by utilizing a mutually acceptable arbiter.
- iv. This MOA will be governed by the general principles of international law.
- v. Nothing in or relating to this MOA shall be deemed a waiver, express or implied, of any of the privileges and immunities of SPC or the WCPFC.
- vi. Either Party may terminate this MOA by providing written notice to the other of its intention to withdraw from the MOA. 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 MOA, any uncommitted funds provided for scientific services and assistance shall be refunded to the Commission.
- vii. A full review of the terms and operation of this MOA and its Annexes will be conducted in concert with any review of the scientific structure and functions of the Commission.

6. Signature

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

Executive Director, WCPFC
Date:

Deputy Director-General, SPC
Date:

ANNEX I: PART 1
Agreement for the Annual Provision of Scientific Services to the
Commission and Assistance to Members by the Pacific Community

(Pursuant to Article 2 of MOA)

I. Period covered by this Agreement

This Agreement is for the period from 1 January to 31 December [year] and will be reviewed annually.

II. Specific Services and Terms of Reference for the Provision of Scientific Services for [year]

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

Activity	Description of Service	Specific Outputs	Timing	Performance ¹
<i>Core SPC services</i>				
<i>1. Data management, statistical analyses and related services</i>				
i.	<i>Data Management</i>			
ii.	<i>Compilation of catch and effort estimates</i>			
iii.	<i>Additional data-related issues</i>			
iv.	<i>Data dissemination</i>			
v.	<i>Technical / policy advice</i>			
<i>2. Stock assessment and related analytical services</i>				
vii.	<i>Target species stock assessments and auxiliary analyses</i>			

¹ To be completed by SPC and WCPFC in November each year and provided as a paper to the Regular Session of the WCPF Commission and its appropriate subsidiary bodies (e.g. FAC)

viii.	<i>Implementation of research plans for tunas, billfish and sharks</i>			
ix.	<i>Model development and refinement</i>			
x.	Ecosystem and climate indicators			
3. Management analyses and CMM performance monitoring				
xi.	<i>Conservation and Management Measure performance monitoring</i>			
xii.	<i>Development of Harvest Strategy Framework</i>			
xiii.	<i>Analyses to support development of Conservation and Management Measures</i>			
4. Other advisory and technical services				
xiv.	<i>Other advisory and technical services</i>			

III. Financial Support to be provided by the Commission

The financial support to be provided by the Commission to SPC's OFP for the services outlined above is as follows:

Item	Cost basis	USD
Data management, stock assessment, and other advisory and technical services	Costs based on SPC costs of scientific staff positions, administration costs, travel to SC, TCC and WCPFC annual sessions, and computer support.	

Providing essential computer support for stock assessment and management strategy evaluation ²		
SPC's additional stock assessment scientist		
Total Commission funding		

IV. Schedule for Payments and Bank Details for Payment

The schedule of payments shall be as follows:

15 April [year] (or before)	USD	Name of Bank	Banque de Nouvelle-Caledonie
30 April [year] (or before)	USD	Address	25 av Henri Lafleur Victoire, Noumea, New Caledonia
30 June [year] (or before)	USD	Account name	
30 September [year] (or before)	USD	Account Number (IBAN/Swift code)	

² Terms of reference for this resourcing includes:

- Further development of MULTIFAN-CL to support Management Strategy Evaluation and the Harvest Strategy development process
- Further enhancement of MULTIFAN-CL and its use in stock assessment to implement SC recommendations
- Maintain and further develop the MULTIFAN-CL website to facilitate access to software and support
- Implement a formal framework for management of MULTIFAN-CL code updates, testing new developments, updating the users' guide

ANNEX I: PART 2
Agreement for the Annual Provision of SPC-OFP Services to WCPFC Funded Projects¹
(Pursuant to Article 2 of MOA)

I. Period covered by this Agreement

Projects under Part 2 comprise the scientific services provided by SPC's OFP for the implementation or oversight of specific projects, as agreed and funded by the Commission. Unless otherwise specified in the project's terms of reference, the duration of each project shall run from 1 January to 31 December, and be aligned with the annual sessions of the Scientific Committee and the Commission.

II. Specific Services and Terms of Reference for the Provision of Scientific Services for WCPFC Projects in [year]

Project	Description of Project	Terms of Reference	Duration	Commission Funding	Schedule for Payments
Project XX	[Title]	See Attachment XXX			

Executive Director, WCPFC

Deputy Director General, SPC

Date :

Date :