

Agreement N°REG/FED/2009/021-392

FINANCING AGREEMENT
between
THE EUROPEAN COMMISSION
and
THE ACP STATES OF THE PACIFIC REGION

Development of Sustainable Tuna Fisheries in Pacific ACP Countries
Phase II (DevFish2 Project)
(RPA/003/09)

EDF X

FINANCING AGREEMENT

Special Conditions

The European Union, hereinafter referred to as "**the EU**", represented by the European Commission in its capacity as manager of the 10th European Development Fund, hereinafter referred to as "**the Commission**",

of the one part, and

The ACP States of the Pacific Region represented by the Secretary General of the Pacific Islands Forum Secretariat, Regional Authorising Officer, hereinafter referred to as "**the Beneficiary**",

of the other part,

have agreed as follows:

ARTICLE 1 - NATURE AND PURPOSE OF THE OPERATION

1.1. The EU shall contribute to the financing of the following project:

Title: Development of Sustainable Tuna Fisheries in Pacific ACP Countries - Phase II (DevFish2 Project)

CRIS n°: REG/FED/2009/021-392

Identification n°: RPA/003/09

hereinafter referred to as "the project", which is described in the Technical and Administrative Provisions in Annex II.

1.2 This project will be implemented in accordance with the financing agreement and the annexes thereto: the General Conditions (Annex I) and the Technical and Administrative Provisions (Annex II).

ARTICLE 2 - THE EU'S FINANCIAL CONTRIBUTION

2.1 The total cost of the project is estimated at 8 200 000 euro.

2.2 The EU undertakes to finance a maximum of 8 200 000 euro. The breakdown of the EU's financial contribution into budget headings is shown in the budget included in the Technical and Administrative Provisions.

ARTICLE 3 - THE BENEFICIARY'S CONTRIBUTION

3.1 The Beneficiary shall contribute zero euro to the project.

3.2 Where there is a non-financial contribution by the Beneficiary, the detailed arrangements shall be set out in the Technical and Administrative Provisions.

ARTICLE 4 - PERIOD OF EXECUTION

The period of execution of the financing agreement, as defined in Article 4 of the General Conditions, shall commence on the entry into force of the financing agreement and end 78 months after this date.

ARTICLE 5 - PAYING AGENT

In order to effect the payments resulting from this financing agreement, the role of paying agent shall be performed by the financial institution chosen by the Commission.

ARTICLE 6 - ADDRESSES

All communications concerning the implementation of the financing agreement shall be in writing, refer expressly to the project and be sent to the following addresses:

a) **for the Commission**

The Head of the Delegation of the European Union
Suva - Fiji

b) **for the Beneficiaries**

The Secretary General of the
Pacific Islands Forum Secretariat
Regional Authorising Officer
Suva - Fiji

ARTICLE 7 - ANNEXES

7.1 The following documents shall be annexed to this financing agreement and form an integral part thereof:

Annex I: General Conditions

Annex II: Technical and Administrative Provisions

7.2 Should a conflict arise between the provisions of the Annexes and those of the Special Conditions of the financing agreement, the provisions of the Special Conditions shall take precedence. Should a conflict arise between the provisions of Annex I and those of Annex II, the provisions of Annex I shall take precedence.

ARTICLE 8- OTHER SPECIAL CONDITIONS APPLYING TO THE PROJECT

All references to the "European Community/European Communities" in the present Financing Agreement should be read as referring to the "European Union".

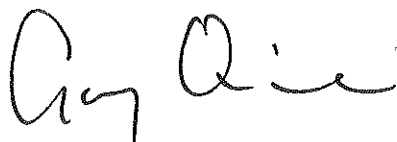
ARTICLE 9 - ENTRY INTO FORCE OF THE FINANCING AGREEMENT

The financing agreement shall enter into force on the date on which it is signed by the last party.

Done in two original copies in the English language, one copy being handed to the Commission and one to the Beneficiary.

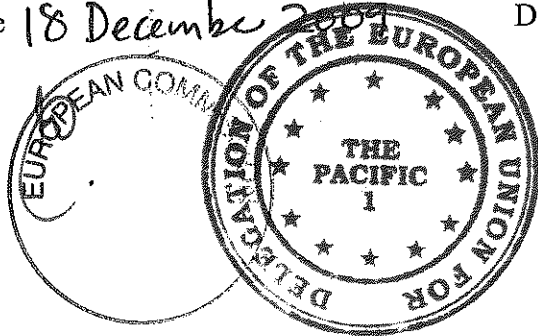
Done at Brussels

FOR THE COMMISSION



Gary QUINCE,
Authorising Officer of the EDF
by subdelegation

Date 18 December 2009



Done at Suva

FOR THE BENEFICIARY



SIGN & DATE

Date 3rd March 2010

ANNEX I - GENERAL CONDITIONS

TITLE I - PROJECT/PROGRAMME FINANCING

ARTICLE 1 – GENERAL PRINCIPLE

- 1.1 The EU's financial contribution shall be limited to the amount specified in the financing agreement.
- 1.2 The provision of EU financing shall be subject to fulfilment of the Beneficiary's obligations under this financing agreement.
- 1.3 The expenditure incurred by the Beneficiary before the entry into force of the financing agreement are not eligible for the EU financing.

ARTICLE 2 - COST OVERRUNS AND COVERING THEM

- 2.1 Individual overruns of the budget headings of the financing agreement are dealt with by reallocating funds within this budget, in accordance with Article 21 of these General Conditions.
- 2.2 Wherever there is a risk of overrunning the global amount set in the financing agreement, the Beneficiary shall immediately inform the Commission and seek its prior approval for the corrective measures planned to cover the overrun, proposing either to scale down the project/programme or to draw on its own or other non-EU resources.
- 2.3 If the project/programme cannot be scaled down, or if the overrun cannot be covered either by the Beneficiary's own resources or other resources, the Commission may, at the Beneficiary's duly substantiated request, grant additional EU financing. Should it take such a decision, the excess costs shall be financed, without prejudice to the relevant EU rules and procedures, by the release of an additional financial contribution to be set by the Commission.

TITLE II - IMPLEMENTATION

ARTICLE 3 – GENERAL PRINCIPLE

- 3.1 The project/programme shall be implemented under the responsibility of the Beneficiary with the approval of the Commission.
- 3.2 The Commission is represented in the State or, where appropriate, in the country or territory of the Beneficiary by its Head of Delegation.

ARTICLE 4 - PERIOD OF EXECUTION

4.1 The period of execution of the financing agreement shall comprise two phases:

- an operational implementation phase, in which the principal activities are carried out. This phase shall commence on the entry into force of the financing agreement and end at the latest 24 months before the end of the period of execution;
- a closure phase, during which final audits and evaluation are carried out and contracts and, if any, programme estimates for the implementation of the financing agreement are technically and financially closed. This phase shall commence on the day after the date of end of the operational implementation phase and end at the latest 24 months after this date.

4.2 Costs related to the principal activities shall be eligible for EU financing only if they have been incurred during the operational implementation phase. Costs related to final audits and evaluation and closure activities shall be eligible up to the end of the closure phase.

4.3 Any balance remaining from the EU contribution will be automatically cancelled six months after the end of the period of execution.

4.4 In exceptional and duly substantiated cases, a request may be made for the extension of the operational implementation phase and correlatively of the period of execution. If the extension is requested by the Beneficiary, the request must be made at least three months before the end of the operational implementation phase and approved by the Commission before that latter date.

4.5 In exceptional and duly substantiated cases, and after the end of the operational implementation phase, a request may be made for the extension of the closure phase and correlatively of the period of execution. If the extension is requested by the Beneficiary, the request must be made at least three months before the end of the closure phase and approved by the Commission before that latter date.

TITRE III – PAYMENTS TO BE MADE BY THE COMMISSION

ARTICLE 5 – DEADLINE FOR PAYMENTS TO BE MADE BY THE COMMISSION

5.1 When the Commission is making payments, the Beneficiary shall undertake to provide the Commission with the contractor's requests for payment no more than 45 calendar days, for procurement contracts, and 22 calendar days, for grants, after registering an admissible payment request. The Beneficiary shall notify the Commission of the date of registration of this request. The payment request is not admissible if at least one essential requirement is not met. The time limit for payments may be suspended by the Commission by informing the Beneficiary, at any time during the period referred to above, that the payment request can not be met, either because the amount is not due or because the appropriate supporting documents have not been produced. If information comes to the notice of the Commission which puts in doubt the eligibility of expenditure appearing in a payment request, the

Commission may suspend the time limit for payment for the purpose of further verification, including an on-spot check, in order to ascertain, prior to payment, that the expenditure is indeed eligible. The Commission shall inform the Beneficiary as soon as possible.

5.2 The deadline referred to in paragraph 1 shall also apply when payment is conditional on approval of a report. In this case, the request for payment can be considered admissible but the time limit for payment shall begin only when the Beneficiary has approved the report, either expressly, by notifying the contractor, or tacitly, by allowing the contractual deadline for approval to expire without sending the contractor a document formally suspending that deadline. The Beneficiary shall notify the Commission of the date of approval of the report.

5.3 In the event of any delay in forwarding payment requests attributable to the Beneficiary, the Commission shall not be obliged to pay the contractor the late-payment interest provided for in contracts, which will be payable by the Beneficiary.

TITRE IV – PAYMENTS TO BE MADE BY THE BENEFICIARY THROUGH PROGRAMME ESTIMATES

ARTICLE 6 – GENERAL PRINCIPLE

6.1 When the Beneficiary is making payments, programme estimates must be drawn up and adopted beforehand.

6.2. All programme estimates implementing the financing agreement must respect the procedures and standard documents laid down by the Commission, in force at the time of the adoption of the programme estimates in question.

TITRE V – AWARD OF CONTRACTS AND GRANTS

ARTICLE 7 – GENERAL PRINCIPLE

All contracts implementing the financing agreement must be awarded and implemented in accordance with the procedures and standard documents laid down and published by the Commission for the implementation of external operations, in force at the time of the launch of the procedure in question.

ARTICLE 8 - DEADLINE FOR THE SIGNATURE OF THE CONTRACTS AND PROGRAMME ESTIMATES IMPLEMENTING THE FINANCING AGREEMENT

8.1 The contracts and programme estimates implementing the financing agreement shall be signed by both parties within three years of the entry into force of

the financing agreement, which means within three years of the date on which the financing agreement was signed by the last party. That deadline may not be extended.

8.2 The above provision shall not apply to audit and evaluation contracts, which may be signed later, as well as to riders to contracts already signed.

8.3 At the end of the three years of the entry into force of the financing agreement, any balance for which contracts have not been signed will be cancelled.

8.4 The above provision shall not apply to any balance of the contingency reserve.

8.5 A contract or programme estimate which has not given rise to any payment within three years of its signature shall be automatically terminated and its funding cancelled.

ARTICLE 9 - ELIGIBILITY

9.1 (*Applicable to the ACPs*) Participation in invitations to tender for works, supply or service contracts and in calls for proposals shall be open on equal terms to all natural and legal persons of the Member States of the EU and of the ACP States, and in the specific cases and under the conditions provided in Annex IV to the ACP-EC Partnership Agreement to natural and legal persons of other third countries.

(*Applicable to the OCTs*) Participation in invitations to tender for works, supply or service contracts and in calls for proposals shall be open on equal terms to all natural and legal persons of the Member States of the EU, of the ACP States and of the OCTs.

9.2 Goods and supplies financed by the EU and necessary for the performance of works, supply and service contracts and procurement procedures launched by the grant beneficiaries for the execution of the action financed must originate in countries eligible to participate on the terms laid down in the previous paragraph, (*applicable to the ACPs*) except in the specific cases provided in Annex IV to the ACP-EC Partnership Agreement. In this context, the definition of the concept of "originating products" shall be assessed by reference to the relevant international agreements, and supplies originating in the EU shall include supplies originating in the OCTs.

ARTICLE 10 - PUBLICATION OF INFORMATION RELATED TO THE BENEFICIARIES OF EU FUNDS

10.1 The Beneficiary undertakes to publish each year in a dedicated and easily accessible place of its internet site the following information concerning each grant and contract awarded by the Beneficiary and financed by the financing agreement:

for grants: reference of the contract, DAC code, name, address and nationality of the beneficiary, purpose and amount of the grant, title, location and duration of the financed action as well as its co-financing rate (amount of the grant in relation to total estimated budget);

- for contracts: reference of the contract, DAC code, name, address and nationality of the contractor, type of procurement contract (service, supplies, works), title, purpose, location, duration and amount of the contract.

10.2. If such internet publication is impossible, the information shall be published by any other appropriate means, including the official journal of the State of the Beneficiary or, where appropriate, of the country or territory of the Beneficiary. Publication shall take place during the first half of the year following the closure of the budget year in respect of which the contracts and grants were awarded by the Beneficiary. The Beneficiary shall communicate to the Commission the address of the place of publication and reference shall be made to this address in the dedicated place of the internet site of the EU institutions. If the information is published otherwise, the Beneficiary shall give the Commission full details of the means used.

TITLE VI - RULES APPLICABLE TO THE PERFORMANCE OF CONTRACTS

ARTICLE 11 - ESTABLISHMENT AND RIGHT OF RESIDENCE

11.1 Where justified by the nature of the contract, natural and legal persons participating in invitations to tender for works, supply or service contracts shall enjoy a provisional right of establishment and residence in the Beneficiary's State or, where appropriate, country or territory. This right shall remain valid for one month after the contract is awarded.

11.2 Contractors (including the grant beneficiaries) and natural persons whose services are required for the performance of the contract and members of their family shall enjoy similar rights during the implementation of the project/programme.

ARTICLE 12 - TAX AND CUSTOMS PROVISIONS

12.1 Taxes, duties or other charges (including value added tax - VAT - or equivalent taxes) shall be excluded from EU financing.

12.2 The State or, where appropriate, the country or territory of the Beneficiary shall apply to procurement contracts and grants financed by the EU the most-favoured tax and customs arrangements applied to States or international development organisations with which it has relations. For the purpose of determining the most-favoured-State treatment, account shall not be taken of arrangements applied by the State of the Beneficiary to the other ACP States or to other developing countries or, where appropriate, by the country or territory of the Beneficiary to other developing countries.

12.3 Where the Framework Agreement or exchange of letters applicable includes more detailed provisions on this subject, they shall apply as well.

ARTICLE 13 - FOREIGN EXCHANGE ARRANGEMENTS

The State or, where appropriate, the country or territory of the Beneficiary undertakes to authorise the import or purchase of the foreign currency necessary for the implementation of the project. It also undertakes to apply its national foreign

exchange regulations in a non-discriminatory manner to the contractors allowed to participate referred to in Article 9 of these General Conditions.

ARTICLE 14 – USE OF DATA FROM STUDIES

Where the financing agreement involves the financing of a study, the contract related to this study, signed for the implementation of the financing agreement, shall govern the ownership of that study and the right for the Beneficiary and the Commission to use data in the study, to publish it or to disclose it to third parties.

ARTICLE 15 - ALLOCATIONS OF AMOUNTS RECOVERED UNDER CONTRACTS

Amounts recovered from payments wrongly effected or guarantees lodged under a contract financed under this financing agreement, together with any penalties arising from non-performance of a contract, shall be allocated to this project/programme.

ARTICLE 16 - FINANCIAL CLAIMS UNDER CONTRACTS

The Beneficiary undertakes to confer with the Commission before taking any decision concerning a request for compensation made by a contractor and considered by the Beneficiary to be justified in whole or in part. The financial consequences may be borne by the EU only where the Commission has given its prior approval. Such prior approval is also required for any use of funds committed under the present financing agreement to cover costs arising from disputes relating to contracts.

TITLE VII - GENERAL AND FINAL PROVISIONS

ARTICLE 17 – VISIBILITY

17.1 Every project/programme financed by the EU shall be the subject of appropriate communication and information operations. These operations shall be defined under the responsibility of the Beneficiary with the approval of the Commission.

17.2 These communication and information operations must follow the rules laid down and published by the Commission for the visibility of external operations in force at the time of the operations.

ARTICLE 18 – PREVENTION OF IRREGULARITIES, FRAUD AND CORRUPTION

18.1 The Beneficiary undertakes to check regularly that the operations financed with the EU funds have been properly implemented. It shall take appropriate measures

to prevent irregularities and fraud and, if necessary, bring prosecutions to recover funds wrongly paid.

18.2 "Irregularity" shall mean any infringement of the financing agreement, implementing contracts or programme estimates or EU law resulting from an act or omission by an economic operator, which has, or would have, the effect of prejudicing the general budget of the EU or budgets managed by them, either by reducing or losing revenue accruing from own resources collected directly on behalf of the EU, or by an unjustified item of expenditure.

"Fraud" shall mean any intentional act or omission concerning:

- the use or presentation of false, incorrect or incomplete, statements or documents which has as its effect the misappropriation or wrongful retention of funds from the general budget of the EU or budgets managed by it, or on their behalf;
- non-disclosure of information in violation of a specific obligation, with the same effect;
- the misapplication of such funds for purposes other than those for which they are originally granted.

The Beneficiary shall immediately inform the Commission of any element brought to its attention which arouses suspicions of irregularities or fraud, of any measure taken to deal with them and of the name of the economic operators whom have been the subject of a judgment which has the force of *res judicata* for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the EU's financial interests.

18.3 The Beneficiary undertakes to take every appropriate measure to remedy any practices of active or passive corruption whatsoever at any stage of the procedure for the award of contracts or grants or in the implementation of the related contracts. "Passive corruption" shall mean the deliberate action of an official, who, directly or through an intermediary, requests or receives advantages of any kind whatsoever, for himself or for a third party, or accepts a promise of such an advantage, to act or refrain from acting in accordance with his duty or in the exercise of his functions in breach of his official duties, which has, or would have, the effect of harming the financial interests of the EU. "Active corruption" shall mean the deliberate action of whosoever promises or gives, directly or through an intermediary, an advantage of any kind whatsoever to an official, for himself or for a third party, to act or refrain from acting in accordance with his duty or in the exercise of his functions in breach of his official duties, which has, or would have, the effect of harming the financial interests of the EU.

ARTICLE 19 - VERIFICATIONS AND CHECKS BY THE COMMISSION, THE EUROPEAN ANTI-FRAUD OFFICE (OLAF) AND THE EUROPEAN COURT OF AUDITORS

19.1 The Beneficiary agrees to the Commission, OLAF and the European Court of Auditors conducting documentary and on-the-spot checks on the use made of EU funding under the financing agreement (including procedures for the award of contracts and grants) and carrying out a full audit, if necessary, on the basis of supporting documents of accounts and accounting documents and any other

documents relating to the financing of the project/programme, throughout the duration of the agreement and for seven years after the date of the last payment.

19.2 The Beneficiary also agrees that OLAF may carry out on-the-spot checks and verifications in accordance with the procedures laid down by EU law for the protection of the financial interests of the EU against fraud and other irregularities.

19.3 To that end, the Beneficiary undertakes to grant officials of the Commission, OLAF and the European Court of Auditors and their authorised agents access to sites and premises at which operations financed under the financing agreement are carried out, including their computer systems, and to any documents and computerised data concerning the technical and financial management of those operations, and to take every appropriate measure to facilitate their work. Access by authorised agents of the Commission, OLAF and the European Court of Auditors shall be granted on conditions of strict confidentiality with regard to third parties, without prejudice to public law obligations to which they are subject. Documents must be accessible and filed in a manner permitting easy inspection, the Beneficiary being bound to inform the Commission, OLAF or the European Court of Auditors of the exact location at which they are kept.

19.4 The checks and audits described above shall also apply to contractors and subcontractors who have received EU funding.

19.5 The Beneficiary shall be notified of on-the-spot missions by agents appointed by the Commission, OLAF or the European Court of Auditors.

ARTICLE 20 – CONSULTATION BETWEEN THE COMMISSION AND THE BENEFICIARY

20.1 The Beneficiary and the Commission shall consult each other before taking any dispute relating to the implementation or interpretation of this financing agreement further, in accordance, where appropriate, with the relevant provisions of the ACP-EC Partnership Agreement.

20.2 Where the Commission becomes aware of problems in carrying out procedures relating to management of European Development Fund resources, it shall establish all necessary contacts with the Beneficiary to remedy the situation and, take any steps that are necessary, including, where the Beneficiary does not, or is unable to, perform the duties incumbent on it, temporarily taking the Beneficiary's place.

20.3 The consultation may lead to the amendment, suspension or termination of the financing agreement.

ARTICLE 21 – AMENDMENT OF THE FINANCING AGREEMENT

21.1 Any amendment to the Special Conditions and Annex II to the financing agreement shall be made in writing and be the subject of an addendum.

21.2 If the request for an amendment comes from the Beneficiary, the latter shall submit that request to the Commission at least three months before the amendment is intended to enter into force, except in cases which are duly substantiated by the Beneficiary and accepted by the Commission.

21.3 For technical adjustments, which do not affect the objectives and results of the project/programme and alterations in matters of detail which do not affect the technical solution adopted, and within the limit of the contingencies funds, the Beneficiary shall inform the Commission of the amendment and its justification in writing as soon as possible and apply that amendment.

21.4 The use of the contingency reserve is conditional on prior written agreement of the Commission.

21.5 The specific cases of the extension of the operational implementation phase or of the closure phase are governed by Article 4 (4) and (5) of these General Conditions.

ARTICLE 22 – SUSPENSION OF THE FINANCING AGREEMENT

22.1 The financing agreement may be suspended in the following cases:

- The Commission may suspend the implementation of the financing agreement if the Beneficiary breaches an obligation under the financing agreement.
- The Commission may suspend the financing agreement if the Beneficiary breaches an obligation relating to respect for human rights, democratic principles and the rule of law and in serious cases of corruption.
- The financing agreement may be suspended in cases of force majeure, as defined below. "Force majeure" shall mean any unforeseeable and exceptional situation or event beyond the parties' control which prevents either of them from fulfilling any of their obligations, is not attributable to error or negligence on their part (or the part of their contractors, agents or employees) and proves insurmountable in spite of all due diligence. Defects in equipment or material or delays in making them available, labour disputes, strikes or financial difficulties cannot be invoked as force majeure. A party shall not be held in breach of its obligations if it is prevented from fulfilling them by force majeure. A party faced with force majeure shall inform the other party without delay, stating the nature, probable duration and foreseeable effects of the problem, and take any measure to minimise possible damage.

22.2 No prior notice shall be given of the suspension decision.

22.3 When the suspension is notified, the consequences on the ongoing contracts and programme estimates or contracts and programme estimates to be signed will be indicated.

ARTICLE 23 – TERMINATION OF THE FINANCING AGREEMENT

23.1. If the issues which led to the suspension of the financing agreement have not been resolved within a maximum period of four months, either party may terminate the financing agreement at two months' notice.

23.2. Where a financing agreement has not given rise to any payment within three years of its signature or no implementing contract or programme estimates has been signed within this period, that financing agreement will automatically be terminated.

23.3 When the termination is notified, the consequences on the ongoing contracts and programme estimates or contracts and programme estimates to be signed will be indicated.

ARTICLE 24 - DISPUTE-SETTLEMENT ARRANGEMENTS

24.1 (*Applicable to the ACPs*) Any dispute concerning the financing agreement which cannot be settled within a six-month period by the consultations between the Commission and the Beneficiary provided for in Article 20 of these General Conditions shall be submitted to the ACP-EC Council of Ministers. Between meetings of the ACP-EC Council of Ministers, such disputes shall be submitted to the ACP-EC Committee of Ambassadors. If the ACP-EC Council of Ministers or where appropriate the ACP-EC Committee of Ambassadors does not succeed in settling the dispute, either party may request settlement of the dispute by arbitration.

(*Applicable to the OCTs*) Where appropriate, any dispute concerning the financing agreement which cannot be settled within a six-month period by the consultations between the Commission and the Beneficiary provided for in Article 20 of these General Conditions may be settled by arbitration at one of the parties' request.

24.2 In this case the parties shall designate an arbitrator within 30 days of the request for arbitration. Failing that, either party may ask the Secretary-General of the Permanent Court of Arbitration (The Hague) to designate a second arbitrator. The two arbitrators shall in their turn designate a third arbitrator within 30 days. Failing that, either party may ask the Secretary-General of the Permanent Court of Arbitration to designate the third arbitrator.

24.3 Unless the arbitrators decide otherwise, the procedure laid down in the Permanent Court of Arbitration Optional Rules for Arbitration Involving International Organisations and States shall apply. The arbitrators' decisions shall be taken by a majority within a period of three months.

24.4 Each party shall be bound to take the measures necessary for the application of the arbitrators' decision.

ANNEX II

**TECHNICAL AND ADMINISTRATIVE PROVISIONS FOR
IMPLEMENTATION**

THE ACP PACIFIC STATES

Title: Development of Sustainable Tuna Fisheries in Pacific ACP
Countries - Phase II (DevFish2 Project)

CRIS n°: REG/FED/2009/021-392

Identification n°: RPA/003/09

| | | | |
|-------------------------------------|---|---------------|-----------|
| BENEFICIARY COUNTRY / REGION | Pacific Region – all Pacific-ACP States | | |
| REQUESTING AUTHORITY | The Secretary General of the Pacific Islands Forum Secretariat, Regional Authorising Officer | | |
| BUDGET HEADING | EDF A envelope | | |
| TITLE | Development of Sustainable Tuna Fisheries in Pacific ACP Countries – Phase II (DevFish2 Project) | | |
| TOTAL COST | 8 200 000 euro (EC 100%) | | |
| AID METHOD/ MANAGEMENT MODE | Project approach Joint management | | |
| DAC-CODE | 31310 & 3120 | SECTOR | Fisheries |

TABLE OF CONTENTS

1. RATIONALE

- 1.1. Economic and social situation
- 1.2 Sector context
- 1.3 Lessons learnt and complementarity
- 1.4 Donor coordination

2. DESCRIPTION

- 2.1 Objectives
- 2.2 Expected results
- 2.3 Activities and implementation timetable

3. LOCATION AND DURATION

- 3.1 Location
- 3.2 Duration

4. IMPLEMENTATION

- 4.1 Organisational set up and responsibilities
- 4.2 Reporting
- 4.3 Project Budget
- 4.4. Mobilisation of the Project Budget

5. MONITORING, EVALUATION AND AUDIT

- 5.1 Monitoring
- 5.2 Evaluation

6. INFORMATION AND VISIBILITY

7. ATTACHMENTS

- 7.1 Logical framework
- 7.2 Indicative budget breakdown (CAs)
- 7.3 Terms of reference for Technical Assistance

1. RATIONALE

1.1. Economic and social situation

The Pacific - ACP (P-ACP) countries are a diverse group in terms of social and economic conditions. While some small Polynesian countries in the Southeast of the region are characterised by declining populations and relatively high living standards, the larger Melanesian and Central Micronesian countries have rapidly growing populations, which have outstripped economic growth over the last two decades. Although GDP across the region was expected to grow by 4.5% in 2008, this follows several years of lower performance in most countries and was mainly driven by logging and mining in Melanesia. This growth thus seems unsustainable as the minerals boom comes to an end. In the medium term, earnings from logging (another driver of GDP growth) also cannot be sustained as timber resources become exhausted. These countries are characterised by urban drift and growing levels of youth unemployment, which have caused past social problems and threaten future unrest. At the same time, they present some of the greatest opportunities for tuna industry development.

Six of the countries in the region (including Timor Leste) meet the Least Developed Country (LDC) criteria, and Papua New Guinea has also been assessed as meeting these criteria. There has been relatively little improvement in Oceania in the areas of low-wage employment, and insecurity of income earning opportunities for women¹. In general, trade deficits have been increasing as traditional export commodities decline in importance. The development of an export-oriented industry, based on a sustainable natural resource, and which provides large numbers of jobs for women and men is an attractive solution to these problems.

1.2. Sector context

The Pacific-ACP countries are located in the midst of the most important tuna fishing ground in the world annually supplying over 1 million tonnes, a quarter of the world supply, and valued at more than €1 billion. At present, the majority of the catch is taken directly by distant water fishing nations in the Exclusive Economic Zones (EEZ) of P-ACP countries in return for licence fees. A smaller, but growing, share is harvested by P-ACP vessels or landed in P-ACP ports. These activities employ an estimated 12 thousand Pacific Islanders with 90% of these, mostly women, in land-based processing jobs². The economic livelihoods of thousands more are dependent on small scale commercial tuna fishing and marketing. There are, therefore, very large potential gains for P-ACPs from increasing the share of the benefits that they secure from tuna resources through increasing P-ACP fishing operations and capabilities; and from encouraging the localisation of other tuna fishery-related activities. Since there are limited opportunities to increase total catches, the emphasis will be on securing a greater share of the sustainable catch for local enterprises. Economic studies carried out under the first phase of DevFish have demonstrated empirically the benefits of this approach, and formed the basis for development planning and policy advice to promote private sector development and foreign investment.

The tuna fisheries of the region, and the opportunities for development, are not uniform. In the larger Melanesian countries, there is little artisanal fishing for tuna but the availability of land, freshwater and a large labour force are tending to favour large scale tuna processing. Creating the conditions to promote development in these countries targets investment in large scale operations for maximum economic impact and job creation. In some cases, opportunities to develop small-scale fishing operations to supply these processors may exist, and some of these were identified and

¹ Millennium Development Goals Report 2008 (United Nations, 2008)

² The Contribution of Fisheries to the Economies of Pacific Island Countries and Territories (Asian Development Bank, 2008) and data collected for the DevFish project.

analysed in the DevFish first phase. In many of the smaller island countries, conditions for onshore processing are less favourable; but these countries also have a long tradition of small-scale tuna fishing supplying the local market and, in some cases, the tourist industry. In these countries, interventions to support artisanal fishing enterprises, working through national fishers associations, provides a worthwhile opportunity. Several of these small island countries are also very dependent on access fee revenue from foreign fleets, and improved negotiation of such agreements provides opportunities to increase Government revenue as well as to secure other benefits, such as employment of nationals as crew on foreign vessels.

In addition to potential benefits to each P-ACP country individually, development of local capacity to manage/conduct tuna fisheries can reinforce regional economic integration, thereby creating synergies greater than the sum of the individual benefits. Recently implemented Economic Partnership Agreements (EPAs), which grant P-ACP countries preferential access to the major markets with liberalised rules of origin, also provide an opportunity for P-ACP countries to work together within a multi-lateral system to reduce barriers to export. It has been recognised, however, that development assistance will be needed for P-ACP countries to achieve compliance with international trade rules^{1,3}. P-ACP countries also face ongoing challenges in association with meeting EU food safety requirements for fish, and new challenges arising from EU catch certification requirements to prevent trade in illegal, unreported and unregulated (IUU) fishing products. In both cases, it will only be economic for the main exporters to meet the requirements, but sharing of successful approaches is desirable. Finally, while pursuing greater localisation of fishing operations, P-ACP countries could collectively increase their leverage with distant water fishing nations by coordinating licensing conditions and improved negotiation skills. This can be promoted through formal and transparent fishery development plans which guide decisions toward protection of the regional best interest.

The development of local capacity to manage and/or operate tuna fisheries presumes tuna resources can provide a stable source of revenue. This requires science-based evaluation of the sustainability of increasingly complex scenarios involving fishing effort, management alternatives and environmental factors, such as climate change. It also requires control of IUU fishing which undermines both economic benefits and resource sustainability. Currently two of the region's most important species, bigeye and yellowfin tuna, are threatened by overexploitation. In 2008 P-ACP countries agreed a new suite of conservation and management measures for these species including closure of high seas pockets between EEZs which had previously been plagued by IUU fishing activities. One of the most important tasks for national fisheries authorities is thus to demonstrate an ability to enforce these new management measures and to protect the resource so that the benefits of sustainable management can accrue to P-ACP countries.

1.3. Lessons learnt and complementarity

The DevFish project (EDF9) was designed to build on past projects by the Asian Development Bank, the Forum Fisheries Agency (FFA) and other agencies which identified constraints to the development of P-ACP domestic tuna industries. In particular the DevFish project undertook interventions to improve the economic and policy conditions as well as specific actions to mitigate constraints in areas including EU food safety requirements, port management, and rising fuel prices. Its success was recognized in annual Results Orientated Monitoring (ROM) missions as well as a mid-term review. However, these reviews acknowledged that a long-term commitment will be necessary to achieve the ambitious goals of the project, and a second phase of the project was

³ Relations with the Pacific Islands – A Strategy for a Strengthened Partnership (European Commission, 2006)

strongly recommended. Two specific weaknesses of the DevFish project were identified in the mid-term review and have been addressed in this proposal as follows:

- *Effective Communication* – Despite fulfilling its stated intentions for dissemination of project results and policy advice, DevFish fell short of reaching the full extent of its potential target audience. A new communications strategy was thus designed and is proposed to be implemented in DevFish2.
- *Addressing Poor Governance* – Although the solution to this problem lies beyond the remit of this project, facilitating formal fisheries development plans and improving public-private dialogue will improve decision-making transparency and help to tackle the broader issues of governance. DevFish2 will therefore emphasize promotion of formal and transparent tuna management/development plans and enhancement of fisheries associations, including those representing small scale fishers.

The widely acknowledged importance of fisheries in a region which is 98% ocean has long provided a stimulus for regional cooperation as well as a major opportunity for economic growth and integration into the world economy. Fisheries formed a focal sector for the EDF 9 programme leading to initiation of fishery development work under the DevFish project. Subsequently it was recognised that many of the issues being dealt with by DevFish are integrally related to regional economic integration and bolstering international trade. Therefore, DevFish 2 will complement a number of initiatives fisheries initiatives agreed at the recent round-table on the Aid for Trade Programme and is included as a priority project in the draft strategy. Other trade activities are also included as part of a Regional and International Trade Project in the overall FFA Secretariat work programme for the next three years. Complementary actions funded by EDF and other donors have included:

- The EDF9 SCIFish project (€4M, ends Feb 2012), which focuses on the scientific basis for tuna fisheries management, implemented by the Secretariat for the Pacific Community (SPC) with some preliminary work on combating IUU fishing carried out by FFA;
- The Strengthening Fisheries Products Health Conditions in ACP and OCT Countries (SFP Project) which collaborated with DevFish 1 in a number of interventions at the national level;
- The EDF9 PacREIP programme (€11M, ends 2009), and its planned successor, which seeks to develop regional economic integration, improved conditions for trade and private sector development;
- The GEF Oceanic Fisheries Management Project (US\$11.4 million ending Oct 2010 with another phase anticipated) addressing sustainability issues through increasing the capacity of P-ACP countries to implement the Western and Central Pacific Fisheries Convention;
- Institutional strengthening projects for national fisheries administrations in Cook Islands, Solomon Islands and Nauru, and programme support to both FFA and SPC fisheries programmes, funded primarily by New Zealand and Australia;
- Aerial surveillance and surface patrol capacity to combat IUU fishing (€330 million for the Pacific patrol boat project by Australia; other contributions from New Zealand, France, and the USA).
- Various fisheries infrastructure projects financed by the Government of Japan (noting that many of these are under-utilised due to economic and policy constraints)

The two regional EDF10 projects, SciCOFish and DevFish2, represent a coordinated approach by the two regional agencies FFA and SPC to jointly address the three pillars of sustainable fisheries –

science-based management, development and enforcement⁴. The core work programmes of FFA and SPC also promote these three pillars of sustainable fisheries.

1.4. Donor coordination

The prime mechanisms for donor coordination of regional programmes are the annual Pacific Islands Countries Partners Meeting and the Post Forum Dialogue. These meetings allow for constructive dialogue and coordination of support to the Leaders and Pacific Plan priorities. This will be supplemented through additional consultation mechanisms as envisaged in the EDF10 regional strategy. Responsibility for implementation of these decisions lies with the Regional Authorising Officer (RAO). In addition, donor inputs to the FFA are coordinated through meetings of Forum Fisheries Committee members, which include one high-level ministerial meeting per year.

2. DESCRIPTION

The project will focus on the sustainable development of highly migratory oceanic living resources, particularly tuna fisheries, including threats to the resource from IUU fishing. This focus is directly aligned with the Millennium Development Goals for poverty alleviation; Article 20 (1) (a) of the Cotonou Agreement (promoting rapid and sustained job creating, economic growth; and improving access to productive economic activities and resources) and the first pillar of the Pacific Plan – economic growth. Furthermore, it responds directly to calls of the P-ACP leaders, made at the 2007 Forum Vava'u Declaration “our fish, our future” for the region to focus on domestic tuna industry development, and strengthened monitoring control and surveillance. These calls were reiterated at the 2008 Niue Forum, and most recently at the 2009 Cairns Forum where leaders noted the need for “continuing to support action in the fisheries sector which would see commitment to implementing the direction offered by the Forum Leaders through the *Vava'u Declaration* and Forum Fisheries Committee, and in particular: progressing the development and implementation of fisheries management and development regimes; Monitoring, Control and Surveillance Strategies;... addressing ongoing barriers to international market access; ... and strengthening the sector's governance.” The project displays similar consistency with EU initiatives, in particular the Fisheries Partnership Agreements with the P-ACP countries, which highlight the need to promote development “by encouraging the establishment of an environment favourable to the development of business and investment” and to cooperate in “the prevention of illegal, undeclared and unregulated fishing”. The project further foresees the implementation of the Fisheries Chapter of the EPA, which proposes cooperation in support of, among others, “private sector development, including capacity building and measures aiming at facilitating the transfer of know-how and technologies”; “improvement of production conditions and handling practices in processing establishments” and “implementation of an effective system of monitoring, control and surveillance of fishing activities (MCS) at regional level, with extension to all Pacific Parties, in particular with a view to combating illegal, unreported and unregulated fishing activities (IUU) via the strengthening of detection and interception capacities”.

The Project will be implemented by the Forum Fisheries Agency (FFA) as the lead agency, with support from the Secretariat of the Pacific Community (SPC). In line with the mandates of the two organisations, work undertaken by FFA will focus on economic and policy issues relating to industry development, as well as the coordination of Monitoring Control and Surveillance activities. SPC will contribute technical expertise in fisheries development, particularly assistance targeting artisanal fishers and Small and Medium Enterprises; and analysis of tuna fishery databases to quantify IUU

⁴ Pacific Overseas Countries and Territories are expected to be stakeholders under a parallel project funded from the OCT EDF10 envelope. Timor Leste will be visited at the start of the project to determine national priorities.

fishing levels, as well as assistance to countries in better using national data for this purpose. The two organisations have an extensive history of joint work in and their relationship is formalised through an MOU

For ease of reference an initial logical framework is attached (attachment 1). It may be updated or adapted in the Overall Work Plan, to which it will be annexed, without this necessarily requiring an amendment to the financing agreement.

2.1. Objectives

The overall objective of the programme remains the same as the original DevFish project – *to increase the contribution from the sustainable use of highly migratory marine resources, particularly tuna, to the alleviation of poverty in P-ACP states, now also including Timor Leste.* The project purpose is *to reduce constraints to domestic tuna industry development.* These arise from economic and environmental vulnerabilities, including a lack of local capacity to manage and support the tuna industry including small scale operations and from IUU fishing activities which both divert economic benefits and threaten efforts to sustainably manage the resource. Economic benefits will be secured without increasing total catches.

The main beneficiaries of the project will be Pacific Islanders already involved (or who have the potential to become involved) in tuna fishing, marketing, processing and service industries. The expansion of tuna processing mainly creates employment opportunities for women. Key stakeholders comprise the tuna fishing, processing and servicing companies, as well as their national industry associations and associations supporting small scale fishers which have been developed and strengthened during the first phase of the project. Government fisheries administrations, and the departments responsible for other key activities such as export certification, will also be important partners in the project. The project has been developed following extensive consultations with stakeholders during the first phase and the concept was endorsed by a meeting of P-ACP Fisheries Ministers in May 2008. As in the first phase of the project, material of interest to the tuna industry of the OCTs will be translated and distributed through SPC. The WCPFC (the regional body responsible for the conservation and management of tuna stocks across their entire range) is not a direct stakeholder in the project, but efforts to reduce IUU fishing in EEZs will complement initiatives to control fishing on the high seas and strengthen fisheries management.

Crosscutting issues are addressed as follows:

Environmental Sustainability – The project's broad contribution to environmental sustainability will be through enhancing the conditions for sustainable management of the resource. This will be achieved through combating IUU fishing, and by increasing transparency in fisheries development plans and licensing, thereby making it more difficult to take environmentally damaging decisions for short-term gain. The project thus complements more direct assistance in developing sustainable tuna management arrangements that will be provided under the proposed EDF10 SciCOFish project. Assistance will also be provided in assessing and mitigating the environmental impact of developments such as tuna processing plants – this continues the emphasis of several initiatives under the first phase including environmental impact assessments of tuna processing plants, advice on cannery waste water treatment options, etc.

Gender Equality – Tuna processing for export is an industry in which women typically make up some 80% of the workforce, due to their reliability and manual dexterity. Its development offers the potential to reduce the high proportion of women in vulnerable employment which characterizes

Oceania⁵ by providing full time work. DevFish studies on gender issues in the Pacific Island tuna industry, while identifying generally low wage rates as an issue with some employers, found little evidence of discrimination against women in the sector.⁶ Various activities identified in these studies to empower and improve the situation of women will also be pursued including action to mitigate negative social impacts of tuna industry development on women, e.g. HIV/AIDS⁷.

Good Governance and Human Rights - The project directly addresses encouragement of private enterprise and investment; enhanced institutional capacity for planning and implementing resource use; greater transparency; and public participation in decisions on resource issues. These are all priority areas for transparent and accountable resource management as identified by the EU⁸.

2.2. Expected results

Component 1: Tuna Industry Development

Activities under this component will build directly on the work of the first phase of the DevFish project in promoting institutional and technical capacity for tuna industry development. Note that this development does not require an increase in catches – indeed a reduction of fishing effort on some species is envisaged – but on increasing the share of catches taken by local operations, and by increased landing and processing of these catches in P-ACP countries. Activities will be implemented only in countries experiencing solid fisheries management best practices and could be suspended in case of non respect of all international and national conservation measures of which they are part. Any support activity related to possible expansion or promotion of local artisanal small-scale fishery shall not lead to an unsustainable pressure on fishery resources and cannot be increased without compensatory declines in the industrial fishing operations.

Specific activities will include:

- 1-1. *Assist with Fishery Development Strategies.* This task will continue the work of DevFish focusing on implementation of 3 existing action plans, and the development of new plans with strong stakeholder input and a focus on environmental sustainability covering both fishing and processing.
- 1-2. *Improve Transparency in Systems and Procedures.* This task will involve strengthening industry associations and artisanal fishers representation, and providing training and advice on fishing access agreements and licenses to national government staff.
- 1-3. *Provide Technical Assistance to Competent Authorities.* Support will be provided for meeting requirements associated with sanitary inspection (coordinated with the SFP project) and EU catch certification (anti-IUU fishing) requirements.
- 1-4. *Provide Training to Industry for Expansion of Exports, provided that such activities do not lead to increases of total catches.* In parallel with support to competent authorities, this task will train fishing companies to improve vessels and fish handling practices to achieve sanitary standards.
- 1-5. *Provide Technical Assistance and Training for Fishing Companies.* Focusing on small and medium enterprises, work will focus on management issues and skill shortages constraining growth and profitability.

⁵ Millennium Development Goals Report 2008 (United Nations, 2008)

⁶ Report on Gender Issues in the Tuna Industry, DevFish (2008)

⁷ Report on Gender Issues in the Tuna Industry, DevFish (2008)

⁸ Democratisation, the rule of law, respect for human rights and good governance: the challenges of the partnership between the European Union and the ACP States (European Commission, 1998)

1.6 Conduct Pilot Projects Introducing New Technologies. Projects may include trials of palm oil as boiler fuel in processing plants the trial of other clean technologies and replacement of 2-stroke with 4-stroke engines for artisanal fisheries.

1.7 Support artisanal-tuna fishing operations. Working with small-scale fishers associations established or supported under DevFish, provide training and services to artisanal tuna fishers and small scale processors supplying local markets. These activities shall not lead to increase of total catches. ¹

Component 2: IUU Fishing Deterrence

This component will utilise the results of initial monitoring, control and surveillance (MCS) studies in building robust and cost-effective regional capabilities to combat IUU fishing. Specific activities will include:

- 2-1. *Develop a Regional Strategy to Combat IUU Fishing.* Analytical studies funded by Australia in the areas of risk assessment, compliance audit, information management, coordination and capability, to be completed in late 2008, as well as other initial studies completed under the SciFish project, will need to be integrated into a regional strategy. Plans to implement the strategy, such as creation of a regional MCS coordination centre, will also be developed and assessed. This strategy, combined with activities under the SCICOFISH project (to be funded under the 10th EDF) will also contribute to the implementation of the FAO Port State agreement that will be formally adopted in November 2009.
- 2-2. *Identify and Remedy Technical, Legal and Capacity Shortfalls.* Once the strategy is formulated and agreed, technical, legal and capacity shortfalls will be identified and addressed. This may take the form of training programmes, legislative reviews, feasibility studies trialling new technologies, and/or planning for the acquisition of new enforcement assets. The use of data provided by the Vessels Monitoring systems already installed under other ongoing project will continue to be developed
- 2-3. *Integrated Assessment of Enforcement and Fisheries Databases.* This task will integrate fisheries data with the FFA's EOPS system for at-sea surveillance data. Analysis of integrated data will address IUU fishing issues, such as under-reporting, which otherwise often go undetected allowing for more accurate assessment of actual catches for stock assessment and feeding back to inform at-sea surveillance strategies.
- 2-4. *Integrated enforcement action.* Promotion of regional integration of MCS operations through real-time information exchange and joint operations with US Navy, Australian Defence Force, New Zealand Defence Force, and French Navy as well as MCS agencies operating in OCTs..

Sustainability of Results

Sustainability of the project will be ensured by:

- (i) the emphasis on strengthening national institutions;
- (ii) the strong involvement of the private sector in development-oriented activities;
- (iii) the development of a favourable policy environment for future progress; and
- (iv) ongoing support available from the two implementing agencies as part of their core business after project activities are completed.

2.3. Activities and implementation timetable

Activities under Component 1

Activities under Component 1 will build directly on the work of the first phase of the DevFish project in promoting the establishment of a more favourable policy environment for tuna industry development, including the small scale component. They will also provide direct assistance to small and medium enterprises in the sector as well as artisanal fishers that have faced difficult operating conditions over the past few years with rising fuel prices and stagnant demand, particularly for longline caught tuna. In contrast, many of the larger tuna processors target the EU market, and will benefit from recent EU-Pacific EPAs, but will need to adjust to the expected erosion of tariff preferences in the medium term. Specific activities will include:

2.3.1. Assist with Fishery Development Strategies

Broader participation in decision making on resource issues is identified as an important factor in improving governance. Three development action plans were prepared under DevFish 1, with complementary FFA activities in three other countries. These involved wide consultation with industry, artisanal fishing groups and other stakeholders. The second phase will continue this work, as well as provide medium term (up to 6 months) technical assistance to address bottlenecks for industry development, and the review, in consultation with stakeholders, of plans that have been in place for some time. Environmental issues arising from the implementation of development strategies will be addressed under this activity.

2.3.2. Improve Transparency in Systems and Procedures

Assistance provided to tuna industry associations was evaluated positively in DevFish 1, providing better representation on a range of economic and policy issues in countries with developed tuna industries as well as coordinating training and services for small scale fishers. This included strengthening the representation of artisanal fishers in decision-making processes, particularly in countries such as Samoa which have both artisanal and industrial tuna fisheries. The goal of this assistance is, in tandem with the fishery development strategy work described above, to lead to more transparent government systems and procedures. FFA already provides some training and advice in the area of access agreements and fisheries licensing. This will be expanded to provide more in-country support, and may include the development of publicly accessible licensing databases in selected countries.

2.3.3. Provide Technical Assistance to Competent Authorities

Inspections in 2007 reported shortcomings in the Competent Authorities of all three P-ACPs that were exporting tuna products to Europe and led to a focus on these issues in DevFish 1. Recently the Strengthening Fisheries Products Health Conditions in ACP/OCT Countries project launched a new initiative for the region, so assistance at the national level may be covered, leaving DevFish 2 to concentrate on activities that are best coordinated at a regional level – contaminants and parasite monitoring programmes, for example. In addition to sanitary requirements, new catch documentation requirements will be imposed as of January 2010. Technical assistance will be required to comply with requirements of EU importing countries seeking to control IUU fishing. The DevFish2 project will therefore assist the government authorities responsible for providing these assurances with assistance in handling the documentation and ensuring that EU requirements for verification are met.

2.3.4.

Provide Training to Industry for Expansion of Exports

While demand for fresh and frozen tuna in Japan and the US has been static or declining, the EU market has grown rapidly. Meeting this demand benefits both P-ACP producers and European importers. Unfortunately strengthening the Competent Authorities of the exporting countries is only one part of the requirement to access this market – many fishing companies in the region also need to improve their vessels and staff awareness of sanitary issues. The DevFish2 project will assist with these needs.

2.3.5.

Provide Technical Assistance and Training for Fishing Companies

Many of the small and medium enterprises in the tuna sector face management problems and skill shortages which constrain growth of their businesses. Enterprise management is a key area, but assistance will also be needed in new fishing technology, the identification of better market opportunities, and diversification of processed products. Delivery of this assistance will take several forms depending on requirements, but will include short term TA (focused on practical training of key staff via attachments and mentoring, formal training courses and attachments to businesses both within and outside the region).

2.3.6.

Conduct Pilot Projects Introducing New Technologies

DevFish 1 assisted with trials of coconut oil biofuel in fishing boats and processing plant generators which reduced both fuel costs and greenhouse gas emissions, while increasing income for rural copra producers. There is scope to extend this activity, perhaps including the use of palm oil⁹ as boiler fuel in processing plants and the introduction of other clean technologies. For artisanal fishermen, the replacement of 2-stroke outboard motors with more efficient 4 –stroke models offers potential, but sales agents in the region need a stimulus to invest in the equipment and training required to maintain these models.

2.3.7.

Support Artisanal-Tuna Fishing Operations

Working with small-scale fishers associations established or supported under DevFish 1, provide training and services to artisanal tuna fishers and small scale processors supplying local markets. The focus of this work has mainly been the small island countries with limited opportunities for industry development, but has also included feasibility studies on the use of small scale techniques to supply tuna for export. Activities may include training on safety at sea, deployment of coastal Fish Aggregation Devices for use by local fishers, training in outboard motor maintenance, and the introduction of more fuel efficient fishing techniques. SPC has considerable expertise in providing this type of support.

Activities under Component 2 – IUU Fishing Deterrence

Component 2 will focus initially on building a region-wide IUU deterrence strategy from the foundations provided by recent and ongoing studies. It will then contribute to the development of a cost-effective response that builds on the strengths of current national and regional MCS measures, and addresses the weaknesses. Activities will include:

⁹ Palm oil has been produced for decades in both of the major tuna processing countries in the region and coconut oil in all of the others. The oil is exported from the same ports used for import of petroleum products and its substitution for the latter in the tuna industry would significantly reduce the industry's carbon footprint.

2.3.8.

Develop a Regional Strategy to Combat IUU Fishing

Studies funded by the Australian government and currently underway in the areas of risk assessment, compliance audits, information management, coordination and capability, as well as initial results from the SciFish project, will provide initial assessment of key issues in monitoring, control and surveillance. However, consultation on the products of these studies will need to be conducted and the agreed results integrated into a regional strategy. To the degree to which the strategy can be implemented through the coordination of existing resources, plans to this effect will be developed and assessed.

2.3.9.

Identify and Remedy Technical, Legal and Capacity Shortfalls

Technical and capacity shortfalls identified by the strategy formulation exercise described above will be addressed through a number of planned trials of technology and programmes, including:

- *Development of new surveillance technologies such as satellite or GIS based display tools, following trials funded under the SciFish project.* A trial of integrating data from satellite based Synthetic Aperture Radar with VMS data is being carried out under the SciFish project. If successful, this may be developed further; if not, other innovative surveillance technologies will be evaluated, including alternative satellite based systems and/or a trial of electronic catch reporting.
- *Promotion of regional integration of MCS operations through real-time information exchange and joint operations.* Most countries in the region have now agreed to share information and surveillance assets with their neighbours under subsidiary arrangements to the Niue Treaty, but require technical assistance with implementation. FFA has provided technical support to numerous successful joint coordinated operations in recent years, and will further develop its capacity to assist. These have involved the island countries, the armed forces of Australia, France and New Zealand, and the US Coast Guard.
- *Training and capacity building in other areas of MCS at the national level.* This will be driven by demand from the countries, but may include training of legal staff and enforcement officers in correct procedures at the dockside, at sea and in the courtroom as well as reviews to identify and close gaps in legislation. There is already a strong tradition of harmonisation of legislation on fisheries in the region, supported by the work of the regional agencies, and the project will continue to build on this.

2.3.10.

Integrated Assessment of Enforcement and Fisheries Databases

In order to aid and strengthen development of a responsive monitoring, control and surveillance strategy, forensic investigations of illegal fishing will be conducted to identify patterns and better target enforcement assets such as aircraft and patrol boats. In addition, through integration of data on fishing activities collected from different sources (surveillance, observers, logsheets, reports, landings data and the Vessel Monitoring System (VMS) historical data) reporting discrepancies will be identified leading to a better understanding of unreported fishing. Both results will also provide the basis for planning and development of future compliance tools.

2.3.11.

Integrated Enforcement Action

This will involve the development of systems to exchange in real time, the correlated regional surveillance picture, produced by the integration of fisheries data with the FFA EOPS system, between those military forces providing aerial and surface surveillance assets during joint operations. This will allow for more effective identification of IUU activity and more efficient use of MCS assets by targeting higher threats.

3. LOCATION AND DURATION

3.1. Location

The Project will be based in the FFA headquarters in Honiara, Solomon Islands, with two long-term TA positions based at SPC headquarters in Noumea. Project activities will cover all P-ACP countries, including Timor Leste where practicable. Regional studies and activities will include at least three countries. Recognising the diversity of needs and opportunities, there will be no fixed share of resources for national projects allocated per country.

3.2. Duration

The execution period of the Agreement will be 78 months. This execution period will comprise 2 phases under the conditions provided for in Article 4.1 of the General Conditions (Annex I of the present Agreement):

- (i) Operational implementation phase that starts from the entry into force of the financing agreement and will have duration of 54 months, comprising a six-month start-up period and 4 years of project activities.
- (ii) Closure phase of a duration of 24 months that starts from the expiry date of the operational implementation phase. During this period a final audit and evaluation of the project will be conducted.

Pursuant to Article 8 of the General Conditions (Annex I of the present Agreement), the contracts implementing the financing agreement shall be signed at the latest within three years of the entry into force of the financing agreement (except audit and evaluation contracts). That deadline may not be extended ("sunset clause").

4. IMPLEMENTATION

4.1. Organisational set-up and responsibilities

The project will be implemented through Joint Management. A Financing Agreement will be signed between the Commission and the Secretary General of the Pacific Island Forum Secretariat (PIFS), Regional Authorising Officer (RAO). Two contribution agreements will then be signed between the Commission and FFA on the one hand and between the Commission and SPC on the other hand.

The Deputy Director of FFA and the Director of the Division responsible for fisheries resources at SPC will be the project supervisors. Day to day management will be the responsibility of the team leader/fisheries policy specialist and the project coordinator/accountant based at FFA, and of the relevant programme managers at SPC. The project coordinator will have responsibility for much of the project reporting (including financial reporting) this leaving technical staff free to work in their areas of expertise. An MCS specialist will also be based at FFA; and a development officer and an IUU liaison officer will be based at SPC. Regular coordination meetings will be held between project staff of the two organisations.

A joint steering committee shall be set up to oversee and validate the overall direction and policy of the project (or other responsibilities to be specified). The project steering committee shall meet once a year. It shall be made up of:

- representatives of the 14 P-ACP countries that attend the Forum Fisheries Committee annual meeting (normally the most senior fisheries official in each country), and a representative of Timor Leste;

- a representative of the Pacific Islands Tuna Industry Association – representing both industrial and artisanal fishing associations at the national level;
- a representative of the Regional Authorising Officer;
- the project supervisors;
- the project administrators;
- a representative of the Head of Delegation of the European Community for the Pacific with observer status; and
- other FFA and SPC members (Australia, New Zealand and Tokelau) and regional organisations with an interest in fisheries, who may also attend as observers.

4.2. Reporting

The reporting will be carried out pursuant to the rules and procedures set out in the special and general conditions of the Standard Contribution Agreement. The Commission reserves the right to request the Beneficiary and/or the implementing agency to submit specific reports at any time.

4.3. Project Budget

The project will have a total budget of 8 200 000 euro, all of which shall be financed from the Regional Indicative Programme (RIP) in the framework of the revised Cotonou Agreement. The budget summary is shown in the following table:

| <i>Categories</i> | <i>Euro</i> |
|----------------------------------|------------------|
| Contribution agreement with FFA | 4,973,146 |
| Contribution agreement with SPC | 2,730,854 |
| Monitoring, evaluation and audit | 200,000 |
| Contingencies* | 296,000 |
| Total | 8,200,000 |

*The European Community's contribution to the "Contingencies" heading may be used only with prior agreement of the Commission.

4.4 Mobilisation of the Project Budget

All contracts implementing the action are awarded and implemented in accordance with the procedures and standard documents laid down and published by the International Organisation concerned.

5. MONITORING, EVALUATION AND AUDITS

5.1 Monitoring

Day-to-day technical and financial monitoring will be a continuous process as part of the Implementing Organisation's responsibilities. To this aim, the Implementing Organisation shall establish a permanent internal, technical and financial, monitoring system to the project, which will be used to elaborate the progress reports.

Independent consultants recruited directly by the Commission on specifically established terms of reference will carry out external monitoring ROM system, which in principle will start from the sixth month of project activities, and will be finalised at the latest 6 months before the end of the operational implementation phase.

5.2 Evaluation and audit.

Independent consultants on specifically established terms of reference will carry out external evaluations, as follows:

- a mid-term evaluation mission;
- a final evaluation, at the beginning of the closing phase;

The Beneficiaries and the Commission shall analyse the conclusions and recommendations of the mid-term evaluation and jointly decide on the follow-up action to be taken and any adjustments necessary, including, if indicated, the reorientation of the project. The reports of the other evaluation and monitoring missions will be given to the Beneficiaries, in order to take into account any recommendations that may result from such missions.

The Commission shall inform the Beneficiaries at least 14 days in advance of the dates foreseen for the external missions. The Beneficiary shall collaborate efficiently and effectively with the monitoring and/or evaluation experts, and *inter alia* provide them with all necessary information and documentation, as well as access to the project premises and activities.

Key Performance Indicators for evaluation are as follows, noting that some further development of these indicators and baselines is foreseen during the inception phase of the project:

| Indicator | Baseline (2009) | Target 2014 | without Project |
|---|---|---|--|
| Proportion of the sustainable catch of tuna from P-ACP EEZs which is caught by local or locally-based vessels | Currently around 20% - catches have increased but so have the catches of distant water fleets | 30% - with other initiatives to constrain total fishing effort achieving success | Distant water fleets maintain or increase their share of the catch. |
| Increased employment in offshore fishing and/or tuna processing | ADB (2008) estimates for P-ACPs excluding E. Timor at: 1,170 persons employed in commercial fishing with 11,120 jobs in processing. | Increase of 15% (region-wide or country-by-country average) | Employment benefits from fisheries resources will stagnate or possibly decline |
| Policy and economic conditions in P-ACPs | To be compiled at the beginning of the project through surveys of fishing industry associations | Statistically significant improvement based on fishing industry association surveys | No change from baseline |
| Number of fishery development plans approved | Three fishery development plans prepared during DevFish phase 1 approved | Ten fishery development plans approved | No change from baseline |
| Number of countries on List 1 for export to the EU | Papua New Guinea only | Three additional P-ACP countries added to List 1 | No change from baseline |
| Level of IUU tuna catches accurately estimated and systems in place to monitor its reduction | No baseline available - this will need to be developed through project activities. | Significant reduction targeted | Level of IUU fishing catches remains unquantified and reduction unlikely |
| Number of IUU fishing incident detections which lead to arrest or sanctions | Number of actual prosecutions in 2008 to be finalised. In 2008, two vessels were listed on the WCPFC IUU Vessel List; three other vessels were not listed due to application of appropriate sanctions ¹⁰ . | A 50% increase in the number of detections that lead to arrest or sanctions | The number of incidents which escape arrest or sanctions may increase |

The Corporate Services Divisions of FFA and SPC will ensure internal control of management operations for each organisation.

A final audit of the project may be requested by the Commission.

Financing provisions will be made under the Financing Agreement for these purposes. These amounts will not be included in the Contribution agreements. Any costs incurred by the international organisations for their own evaluations and audits will be considered as indirect costs under the CAs.

¹⁰ IUU listing is applied in cases where the vessel has escaped arrest and owners have been unwilling to submit to national jurisdiction of the coastal state. In other cases penalties were settled and the IUU listing was not necessary.

6. INFORMATION AND VISIBILITY

To achieve its desired impact of improving the policy environment, multi-channel input and output communication is required. A new communications strategy developed during DevFish involving a dedicated outreach consultant and a variety of new online and print materials, will be fully implemented during DevFish2.

EU financial support will be highlighted in all activities, reports and media releases. EU promotional material will also be produced and distributed during the project, utilising €82,000 that has been reserved in the budget for this purpose.

7. ATTACHMENTS

- Attachment 1 Logical Framework
- Attachment 2 Indicative budget breakdown (CAs)
- Attachment 3 Outline TORs for Technical Assistance Positions

Attachment 1. Logical Framework

| <i>Narrative Summary</i> | <i>Performance/Success Indicators</i> | <i>Means of Verification</i> | <i>Assumptions</i> |
|---|--|---|---|
| Project Objective To increase the contribution from the sustainable use of marine resources to the alleviation of poverty in Pacific-ACP states. | <ul style="list-style-type: none"> Increased proportion of the sustainable tuna catch which is taken by local and locally based vessels. Increased employment in fishing and/or processing (15%). | Annual Reports to the WCPFC Scientific Committee. National accounts and employment surveys such as ADB (2008). | The benefits of increased GDP and employment will lead to meaningful changes in poverty levels. |
| Project Purpose To reduce constraints to domestic tuna industry development | <ul style="list-style-type: none"> Policy and economic conditions improved in 8 P-ACP (potentially including Timor Leste). The effects of IUU fishing on the resource are reduced. | Survey of fishing industry associations and project reports. Project estimates of IUU catches | Global economic conditions and regional fish stock conditions do not deteriorate further. |
| Project Results 1. Improved institutional and technical capacity at the national level to promote domestic industry development; 2. Improved capacity at the national and regional level to monitor and combat IUU fishing. | <ul style="list-style-type: none"> Number of development plans approved (10). Number of countries on List 1 for export to EU (3). Export volumes and value increase (15% by value). Increase in the number of successful detections of illegal fishing. IUU tuna catches quantified and reduced | Project reports. DG SANCO website; Project Trade statistics; Project reports. WCPFC IUU listing process record. Project reports. | 1. Governments adopt and implement appropriate policies and plans. 2. Private sector responds to opportunities; management capacity training uptake is adequate. 3. Successful uptake of training material and adequate MCS resources devoted by national governments. |
| Project Activities 1.1-Assist with Fishery Development Strategies 1.2-Improve Transparency in Systems and Procedures 1.3-Provide Technical Assistance to Competent Authorities 1.4-Provide Training to Industry for Expansion of Exports 1.5-Provide Technical Assistance and Training for Fishing Companies 1.6-Conduct Pilot Projects Introducing New Technologies 2.1-Develop a Regional Strategy to Combat IUU Fishing 2.2-Identify and Remedy Technical and Capacity Shortfalls 2.3-Integrated Assessment of Enforcement and Fisheries Databases | | | Associations able to focus on areas of common interest; Development strategies gain support and are implemented; Capacity building is not undermined by frequent staff changes Competent Authorities adopt advice; Pilot projects are successful; Cost of upgrades of vessels and plants can be met by project and private sector; Data on IUU fishing is sufficient to support policy/targeting; New MCS technology proves cost-effective. |

Attachment 2. Indicative Budget breakdown for the project (CAs)

| | FFA | SPC |
|---|------------------|------------------|
| Technical assistance | | |
| Fisheries policy specialist (TL) - FFA | 530000 | |
| Fisheries MCS specialist - FFA | 390000 | |
| Project coordinator - FFA | 300000 | |
| Fisheries Development Officer -SPC | | 410000 |
| IUU Monitoring Officer - SPC | | 370000 |
| Total long term TA | 1,220,000 | 780000 |
| Travel | | |
| Stakeholder meetings | 400000 | |
| Staff travel to PACP countries | 250000 | 250000 |
| Staff travel to PSC meetings | 60000 | 40000 |
| Total travel | 710,000 | 290,000 |
| Equipment and services | | |
| Computers and IT equipment | 48000 | 32000 |
| IT support and office expenses | 168000 | 112000 |
| Audit of AWP accounts | 20000 | 20000 |
| Total equipment & services | 236,000 | 164,000 |
| Consumables and supplies | | |
| Office materials and stationery | 4800 | 3200 |
| MCS training course materials | 22000 | |
| MCS consumables | | 70000 |
| Total consumables and supplies | 26800 | 73200 |
| Subcontracts and consultancies | | |
| Regional short term TA | 480000 | 120000 |
| Regional MCS activities | 300000 | 100000 |
| In-country short term TA | 800000 | 200000 |
| National pilot projects and upgrades | 350000 | 350000 |
| National MCS support | 350000 | 350000 |
| Total subcontracts and consultancies | 2,280,000 | 1,120,000 |
| Results and communication | | |
| Report publication and circulation | | 43000 |
| Website, multimedia, expert services | 175000 | |
| EU Visibility | | 82000 |
| Total communications | 175,000 | 125,000 |
| Total Direct Costs | 4,647,800 | 2,552,200 |
| Eligible Indirect Costs (7%) | 325346 | 178654 |
| Project Running Costs | 4,973,146 | 2,730,854 |

Attachment 3. Outline TORs for Technical Assistance Positions

TEAM LEADER – FISHERIES POLICY SPECIALIST

Location: Forum Fisheries Agency Headquarters, Honiara – with frequent travel to other P-ACP countries.

Status: Grade K in the CROP harmonised salary scale.

Term: 48 months – two 2-year contracts.

GENERAL DUTIES AND RESPONSIBILITIES:

The Fisheries Policy Specialist will serve as the team leader for the Project, and will have overall responsibility for ensuring that the project achieves its purpose. The Specialist will be responsible to the Deputy Director, and will work closely with the Directors of Development and Operations. The Specialist will be directly responsible for overseeing the work of the MCS Adviser and the Project Coordinator. He/she will also work closely with the Fisheries Development Officer and the IUU Liaison Officer of the Project who will be based at the Secretariat of the Pacific Community in Noumea, New Caledonia.

Accountabilities:

The Specialist will oversee all project operations and advise FFA executive management on all areas within his/her technical competence. Specifically, he/she will:

- supervise the technical and administrative activities of the Project, including the work of the other staff and short term experts;
- assist Pacific-ACP Countries in the preparation and implementation of comprehensive private sector-oriented tuna development policies and strategies;
- assess options for coordinated and harmonised fisheries management policies and strategies that will promote the development of domestic tuna industries in Pacific ACP countries;
- analyse the implications for Pacific-ACP Country tuna operations of changes in market opportunities and develop response strategies to issues of market access;
- identify opportunities for attracting increased tuna-related investment into the region;
- advise Pacific-ACP Countries in negotiations with prospective local and foreign investors;
- ensure that the outcomes of project studies and meetings are effectively disseminated to stakeholders in line with the project's communications strategy; and
- oversee work on the economic impact of IUU fishing, and the development of cost effective responses to the problem.

SKILLS

Technical work skills required include a strong technical background, with a thorough understanding of the constraints to tuna industry development. The team leader will need to supervise the staff and work programme of a large and technically complex project, with activities in multiple locations. He/she will also need to conduct and program activities, prepare TORs and oversee the work of project consultants, and undertake or supervise various quantitative and economic analyses. The Team Leader should have excellent communication

skills, and an ability to inspire policy change at a high level. An excellent knowledge of English and a high degree of computer literacy are essential.

QUALIFICATIONS

Essential Qualifications:

- Tertiary qualifications in fisheries science, resource economics, or a related discipline.
- At least ten years experience in the tuna industry at management level, or in tuna policy analysis and formulation at a senior level.

Desirable Qualifications:

- Postgraduate qualification in an appropriate discipline.
- Prior experience working in the Pacific and/or a developing country situation.

PROJECT COORDINATOR

Location: Forum Fisheries Agency Headquarters, Honiara – with occasional travel for project meetings in other P-ACP countries.

Status: Grade I in the CROP harmonised salary scale.

Term: 48 months – two 2-year contracts.

GENERAL DUTIES AND RESPONSIBILITIES

The Project Coordinator will be responsible to the team leader, and may need to take direction from the Directors of Development and Operations in his/her absence. He/she will liaise closely with other project staff on administrative matters and reporting requirements, as well as the Corporate Services team at FFA.

Accountabilities

The Coordinator will carry out most of the administrative work of the project, including:

- Assist the team leader with the management and operations of the project;
- Assist in the drafting of contracts for short-term TA, managing contract payments and other administrative arrangements;
- Carry out all administrative arrangements for regional and national meetings and workshops organised by the project, including travel and accommodation for participants;
- Make arrangements for project coordination and steering committee meetings, including ensuring that all necessary documents are prepared on time;
- Coordinate and prepare the periodic narrative reports on the project required by the EC Delegation and RAO, with technical input from other project staff where necessary;
- Assist with the dissemination of project results to stakeholders in the P-ACP countries;
- Ensure that an adequate financial control system for the project is maintained, and that periodic financial reports are prepared to the satisfaction of the project's auditors.

SKILLS

The position requires a high level of administrative skills, and the ability to keep track of a number of diverse activities at the same time. Due to frequent travel by the team leader, the coordinator should be able to work without supervision at times. A good understanding of project financial control and reporting is essential, as well as the ability to prepare technical reports in English to a high standard. Computer literacy will be essential, with some experience of accounting software desirable. The coordinator will have good communication skills, using email and telephone to deal with both Pacific Island stakeholders and international consultants.

QUALIFICATIONS

Essential

- Tertiary qualification in business administration, management, or accounting;
- At least three years experience of administering donor funded projects or programmes;
- An excellent knowledge of spoken and written English.

Desirable

- Previous experience in the administration of EDF projects;
- Knowledge of another language which is widely spoken in the Pacific Islands.

MONITORING CONTROL AND SURVEILLANCE SPECIALIST

Location: Forum Fisheries Agency Headquarters, Honiara – with frequent travel to other P-ACP countries.

Status: Grade J in the CROP harmonised salary scale.

Term: 48 months – two 2-year contracts.

GENERAL DUTIES AND RESPONSIBILITIES

The Specialist reports to the Team Leader and the FFA Director of Operations and will work closely with the FFA Operations team, as well as the IUU Liaison Officer at SPC. He/she will have specific responsibility for the delivery of the project result of improving capacity at the national and regional level to quantify and combat IUU fishing.

Accountabilities

The MCS Specialist will assist the P-ACP countries to develop a robust and cost effective response to the problem of IUU fishing in the region's tuna fisheries. Specifically he/she will:

- Supervise and participate in systematic reviews of available data to relevant to identifying IUU fishing activities in the region, and establish systems for ongoing monitoring;
- Develop a region-wide understanding of the pattern of IUU fishing to improve the effectiveness of surveillance operations;
- Commission trials of new technology to assist in combating IUU fishing;
- Promote and participate in regional MCS operations, involving joint coordination between Pacific Island countries and other countries;
- Promote and participate in capacity building at the national level to improve fisheries MCS capabilities across the region.

SKILLS

The position requires a strong understanding of the practical aspects of fisheries Monitoring Control and Surveillance, as well as a broader vision of how it can be made more effective in the Pacific Islands region. The specialist will need to be able to communicate effectively with counterparts in national fisheries administrations and naval officers within the region and beyond. Experience with Vessel Monitoring Systems and other satellite based surveillance systems will be necessary.

QUALIFICATIONS

Essential:

- A tertiary qualification in maritime law, maritime operations, or a similar discipline; or a naval rank of Lt. Commander or above;
- At least five years experience of the management and operation of fisheries MCS systems at a national level;
- Demonstrated understanding of the role of information and communications technology in MCS operations.

Desirable:

- Experience of regionally coordinated MCS operations;
- Experience of MCS in tuna fisheries.

FISHERIES DEVELOPMENT OFFICER

Location: Secretariat of the Pacific Community Headquarters, Noumea – with frequent travel to other P-ACP countries.

Status: Grade J in the CROP harmonised salary scale.

Term: 48 months – a 3-year contract plus 1-year extension.

GENERAL DUTIES AND RESPONSIBILITIES

The Officer will be responsible to the Fisheries Development and Training Adviser, SPC, and will work closely with the Policy Specialist/Team Leader, who will be based at FFA in Honiara. He/she will have responsibility for support to fishing and fishing industry associations, and through them, the delivery of direct assistance to small and medium enterprises in the tuna sector.

Accountabilities

The Officer will work closely with fishing industry associations, as well as associations for small-scale fishers where appropriate, to develop their capabilities and functions. Working closely with other SPC Fisheries Development staff, he/she will arrange the delivery of training, technical assistance and other support to tuna fishing and processing enterprises. Specific duties will include:

- advise and assist Pacific-ACP countries with the strengthening and development of industry associations and other representative bodies for tuna fishing interests;
- facilitate the formation of consultative committees or other groups to bring stakeholders together to provide technical input to development strategies;
- develop and keep under review appropriate methods, in consultation with stakeholders and the Team Leader, for the screening and approval of applications for assistance from the private sector;
- oversee the implementation of pilot projects, training and technical assistance to improve the competitiveness of tuna fishing and processing enterprises in the P-ACP countries;
- supervise the delivery of assistance to small and medium tuna enterprises to enable them to meet the requirements of export markets;
- provide input to other project areas as identified to ensure all technical aspects are adequately covered.

SKILLS

The position requires a sound understanding of the managerial and technical constraints to tuna industry development, as well as a good network of contacts. It is expected that the Officer will have experience of work in the industry, as well as in development projects. An ability to communicate effectively with a range of stakeholders will be essential.

QUALIFICATIONS

Essential

- Tertiary qualification in fisheries development, fisheries training, or a related discipline.
- At least five years experience in the tuna industry as a manager, and/or in implementing tuna-related development projects.

Desirable

- Prior experience working in the Pacific and/or a developing country situation.
- Prior experience in a similar size organisation.

IUU LIAISON OFFICER

Location: Secretariat of the Pacific Community Headquarters, Noumea – with frequent travel to other P-ACP countries.

Status: Grade I in the CROP harmonised salary scale.

Term: 48 months – a 3-year contract plus 1-year extension.

GENERAL DUTIES AND RESPONSIBILITIES

- Analysing fisheries data to identify possible inconsistencies in data from different sources (catch logsheets, observer reports, transshipment/landing records and the Vessel Monitoring System) as a means of identifying possible IUU activities.
- Undertake analyses of fisheries data and trade data to provide an overall estimate of under-reporting of catches in the region.
- Developing systems to enhance the identification of data inconsistencies described above.
- Developing modules for national tuna fishery databases (using the standard TUFMAN regional system) to identify and generate reports on inconsistencies in data and reporting.
- Developing modules for integrating the results and outcomes of MCS activities (vessel sightings, boardings) into national databases.
- Training national MCS staff in the analysis of fisheries data as a means of identifying possible IUU activities.

SKILLS

- Data analysis, data auditing, software development and implementation, advice and training on tuna fisheries data matters, and maintenance of existing data and software resources.
- Demonstrated knowledge, experience or interest in fisheries
- Appreciation with the concepts of statistical analysis of fisheries data;
- Good communication skills.
- Ability to work and travel in a multicultural and multilingual environment

QUALIFICATIONS AND EXPERIENCE

Essential

- Tertiary education in information technology (Computer science).
- At least 3 years experience developing and maintaining relational database systems, ideally fisheries related.
- At least 2 years experience using Microsoft Access, Microsoft SQL Server or demonstrated experience in similar relational database applications.
- Fluency in English is essential.

Desirable

- Additional qualifications in fisheries science/statistics would be highly regarded.
- A good working knowledge of French and/or Portuguese would be useful.