

法規名稱：(終)AGREEMENT BETWEEN THE GOVERNMENT OF THE COOK ISLANDS AND THE TAIWAN DEEP SEA TUNA BOAT OWNERS AND EXPORTERS ASSOCIATION CONCERNING THE LICENSING OF FISHING VESSELS OF THE ASSOCIATION TO FISH WITHIN THE EXCLUSIVE ECONOMIC ZONE OF THE COOK ISLANDS (A.D.1987.4.9)

終止日期：民國 76 年 12 月 31 日

THE GOVERNMENT OF THE COOK ISLANDS AND THE TAIWAN DEEP SEA TUNA BOAT OWNERS AND EXPORTERS ASSOCIATION,

Recognising that the Government of the Cook Islands (hereinafter referred to as " the Government ") has jurisdiction in respect of fishery resources within its two hundred mile Exclusive Economic Zone off its coast (hereinafter referred to as "The Economic Zone") for the purpose of exploring and exploiting, conserving and managing resources of the economic zone ;

Noting that the Taiwan Deep SeaTuna Boat Owners and Exporters Association (hereinafter referred to as "The Association") seeks to ensure that the vessels of the Association's members are freely allowed to harvest fish in the Economic Zone ;

And desirous of establishing reasonable terms and conditions pertaining to fisheries of mutual advantage, and affirming their wish to establish mutually beneficial cooperation in the field of fisheries ;

Have agreed as follows :

ARTICLE 1

This Agreement (the "Licensing Agreement")shall have effect during the period front 1 January 1987 to 31 December 1987(the "period")

ARTICLE 2

1.In consideration of the issue by the government of Fiftyfive (55) Licences in accordance with Article 4 below, the Association shall pay to the government a Fee of US\$82,775 for the period and pro rats for any part of a year.

2. The Fee referred to in Paragraph 1 of this Article shall be non-refundable, regardless of any cancellation of any permit or permits during the period unless the said Licence is cancelled without due cause.

ARTICLE 3

1. The Fee referred to in Paragraph 1 of Article 2 shall be paid by the Association in two equal instalments, the first within Two months after signature of this Agreement and the second within Six months after the first payment to the account of the Government with the National Bank of New Zealand at Rarotonga, or such other bank as the Government may direct.
2. All fees payable by the Association to the Government under this Agreement shall be paid free and clear of deductions or withholdings of any nature whatsoever.

ARTICLE 4

1. In consideration of the payment of the Fee referred to in Paragraph 1 of Article 2 above, the Government shall issue Licence Certificates (in the form set out in ANNEX A to this Agreement) to the Association's Fishing Vessels (the "Licensed Vessels") to allow the Licensed Vessels to engage in fishing during the period prescribed in Article 1 within the Cook Islands Exclusive Economic Zone, provided that the actual number of vessels engaged in fishing during the period does not exceed Fiftyfive (55). Each Licence Certificate issued in respect of a Licensed Vessel shall be issued to the owner thereof (hereinafter called the Licensed Owner)
2. Two copies of each Licence Certificate issued in accordance with Paragraph 1 of this Article shall be sent to the Association, one of which shall be delivered to the Captain of the Licensed Vessel.
3. The Captain of each Licensed Vessel engaged in fishing within the Cook Islands Exclusive Economic Zone shall carry his copy of the Licence Certificate on board the Licensed Vessel and s-

shall produce it for inspection on demand by an officer duly authorised by the Government, provided that, where a Licensed Vessel is at sea prior to receipt of the Certificate, production of the Certificate number shall be sufficient.

4. Should a Licensed Owner lose, sell his vessel or build a replacement vessel or should the items in the Licence Certificate be changed due to inheritance or other reasons during the period of validity of the Certificate a new Certificate may be issued for the remaining portion of the period of validity of the original Certificate. In such event the original Certificate shall be cancelled and returned to the Government.
5. The transfer of any Licence Certificate is prohibited, and except as provided in paragraph 4 of this Article, no Licence Certificate which has been cancelled or revoked may be issued or reissued to a Licensed Owner or any other person.

ARTICLE 5

1. Purse seine fishing within the Cook Islands Exclusive Economic Zone is prohibited unless and until written notice to the contrary is given by the Government.
2. Fishing within the Twelve mile territorial waters of the Cook Islands is prohibited,

ARTICLE 6

1. Each Licensed Vessel engaged in fishing within the Cook Islands Exclusive Economic Zone shall be required to maintain and complete a log book in the forms set out in Annex B, provided that, where a Licensed Vessel is at sea prior to receipt of the Licence Certificate, such part of the log book as is incomplete may be prepared retrospectively.
2. The Association shall ensure that copies of log books relating to fishing within the Cook Islands Exclusive Economic Zone are sent to the Government as soon as possible and in any event within Two months after completion of each voyage of the Licensed Vessel concerned.

- 3.The Captain of each Licensed Vessel shall give to Rarotonga Radio (ZKR) either directly or indirectly at least twenty-four hours notice of his intention to enter the Exclusive Economic Zone, and the nautical position of the intended point of entry , and the quantity of fish then on board.
- 4.The Captain of each Licensed Vessel shall give to Rarotonga Radio his nautical position every seven days after entering and while within the Exclusive Economic Zone.
- 5.The Captain of every Licensed Vessel shall give to Rarotonga Radio twentyfour hours notice of his intention to leave the Exclusive Economic Zone and the nautical position of the intended point of exit from the Zone, and the quantity of fish then on board.

ARTICLE 7

If the Government notified the Association that a Licence has been cancelled or withdrawn because a Licensed Vessel, or the Captain or Licensed Owner there of has contravened the provisions of this Agreement or the conditions of the Licence Certificate, or any of the Laws of the Cook Islands the Association shall forthwith return all copies of the Licence Certificate to the Government. When giving such notification the Government shall provide the Association with a statement as to the offence committed, together with supporting; evidence relating to the offence. The Government shall give the Association an opportunity to appeal to the Minister of Marine Resources of the Government of the Cook Islands against such cancellation or withdrawal, provided that the Licence certificate so withdrawn remains withdrawn until the decision of the appeal.

ARTICLE 8

The Association shall take all necessary measures to ensure prompt and adequate compensation to the Cook Islands Government or its citizens for any loss or damage that is caused by any of the fishing vessels licensed by the government under this Agree-

ement. But in the event of force majeure, the Association and the fishing vessel should be exempted from such responsibilities for the loss or damage caused.

ARTICLE 9

The Agreement shall be made in duplicate in English and the Government and the Association shall each hold one signed original thereof as evidence of their Agreement.

ARTICLE 10

The Licences granted hereunder are granted pursuant to and under the authority of the Cook Islands Exclusive Economic Zone Act 1977 and the Laws of the Cook Islands.

DATED:

Signed for and on behalf of

TAIWAN DEEP SEA TUNA BOAT OWNERS AND EXPORTERS ASSOCIATION, TEE
REPUBLIC OF CHINA

[Signed]

Signed for and on behalf of THE GOVERNMENT OF THE COOK ISLANDS

[Signed]

P.Robati

Minister of Marine Resources

ANNEX A

Licence to Fish in the Cook Islands Exclusive Economic Zone

- 1.This licence is issued pursuant to section 13 of the Territorial Sea and Exclusive Economic Zone Act 1977.
- 2.The foreign fishing craft described hereunder is hereby licensed to be used for fishing in the exclusive economic zone for the period specified in paragraph 4 of this licence, for the purposes, specified in paragraph 3 of this licence and in accordance with the conditions set out in the Schedule to this licence and subject to all Cook Islands laws that apply to the craft in the zone.

Description of Craft

Name of craft :

Type of craft :

Registration number :

Gross tonnage :

Name of master :

Name of owner :

Country of registration :

Overall length :

International radio call sign :

3.The purpose for which the craft may be used for fishing in the zone are as follows: Fish normally taken by tuna longline fishing gear.

4.Subject to the Act, this licence is valid from 1 January 1987 to 31 December 1987.

5.This licence is not transferable.

SCHEDULE CONDITIONS

The Captain of any licensed vessel shall :

- (1) not fish within the 12 mile territorial waters of the Cook Islands.
- (2) permit an officer duly authorised by the Government of the Cook Islands to board and inspect the log book and Licence Certificate of his vessel.
- (3) keep up to date the log book in the approved form in ink.
- (4) submit copies of log books related to any fishing activities within the Cook Islands Exclusive Economic Zone as soon as possible and in any event within 2 months after the completion of each voyage in accordance with the instructions given by the officer duly authorised by the Government of the Cook Islands.

Dated this day of 19

Minister of Marine Resources