

法規名稱：SOLOMON ISLANDS AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF CHINA AND THE GOVERNMENT OF SOLOMON ISLANDS ON FISHERIES COOPERATION

簽訂日期：民國 104 年 11 月 18 日

生效日期：民國 104 年 11 月 18 日

The Government of the Republic of China and the Government of Solomon Islands, hereinafter referred to as the “ Parties ” .

DESIRING to further enhance the existing formal relations between the Government of the Republic of China and Solomon Islands on the basis of the principles of equality, mutual benefit and mutual respect;

RECOGNIZING the benefits which can be derived by their respective peoples from the implementation of this AGREEMENT, on the basis of the principles of equality, respect for each other ' s sovereignty and mutual benefit;

RECALLING the provisions of the 1982 United Nations Convention on the Law of the Sea (UNCLOS); the UN Fish Stocks Agreement and the Western and Central Pacific Fisheries Convention on the Conservation of Highly Migratory Species; and

COGNIZANT of the need to ensure sustainable development through conservation and management of fishery resources;

Have agreed as follows:

#### Article I

##### GENERAL PROVISIONS

1. The Parties shall promote cooperation in the development of the fishing industries of both countries pursuant to their respective laws.
2. The Parties shall be consistent with their domestic laws and without prejudice to their respective international legal

- obligations, promote sustainable use of fishery resources.
3. The Parties shall share information on fishing activities of vessels of each Party in their respective waters and ports with a view to combat and eliminate Illegal, Unreported and Unregulated (IUU) fishing through the transparent implementation of the Vessel Day Scheme (VDS).

## Article II

### AREAS OF COOPERATION

1. For the purposes of this Agreement, the Parties shall explore areas of cooperation, to include but not limited to the following:
- i. promotion of fishing ventures in the Parties' waters in accordance with domestic laws, regulations and applicable international legal obligations;
  - ii. promotion of aquaculture/mariculture investment, research, development and training;
  - iii. post-harvest, fish processing development and marketing including training;
  - iv. joint research activities including exchange of expertise ;
  - v. joint fisheries conservation and management activities;
  - vi. combating Illegal, Unregulated and Unreported fishing practices;
  - vii. exchange of fisheries-related data and information between respective competent authorities, including VDS data generated through FIMS and other relevant tools, as well as transshipment and landing activities in the other Party' s waters and ports;
  - viii. cooperation between competent authorities on compliance with requirements of market States including EU' s EC 1005/2008 IUU Regulation and EU sanitary and phytosanitary standards;
  - ix. ecosystem-based approach to fisheries management;
  - x. cooperation in areas of fisheries trade and promotion;

- xi. working cooperatively within global, regional and subregional organizations and arrangements in which they both participate for promotion of the goals and objectives set forth in the instruments; and
  - xii. working cooperatively, to the extent possible, to facilitate the settlement of dispute arising from access agreements, investments and joint ventures reached between the private sectors and government authorities for the mutual benefits of the Parties.
2. The guidelines for exploring, developing, and implementing the above-cited areas of cooperation shall be embodied in separate subsidiary agreements in accordance with the provisions of this AGREEMENT. It is understood that nothing in this AGREEMENT would affect the rights, privileges and obligations applied to existing investments and joint ventures or fishing licenses issued.

### Article III

#### IMPLEMENTING AUTHORITIES

1. Implementing authorities of this AGREEMENT shall be as follows:
- For the Government of the Republic of China, the Council of Agriculture, Executive Yuan.
- For the Government of Solomon Islands, the Ministry of Fisheries and Marine Resources.
2. In order to implement this AGREEMENT, the Parties shall designate point of contacts from the aforementioned implementing authorities and exchange their contact details on the date of signing. Where necessary, an interim meeting may be held subject to agreement between the Parties through diplomatic channels or designated point of contacts.
3. The implementing authorities shall be responsible for mutually monitoring and evaluating activities done by designated personnel under this AGREEMENT.

#### Article IV

##### MEETINGS

1. In case of interim meetings in accordance with paragraph 2 of Article III, expenses to be accrued from the meeting participation shall be borne by the respective Parties.
2. Representatives of the sending Party shall observe the laws and regulations in force in the host country.

#### Article V

##### CONFIDENTIALITY

1. The Parties shall ensure the confidentiality of the data and information provided under this AGREEMENT.
2. Matters pertaining to intellectual property rights that may arise from any activity undertaken under this AGREEMENT shall be determined and agreed upon by the Parties prior to the activity ' s implementation.

#### Article VI

##### DISPUTE SETTLEMENT

Any dispute arising out of the interpretation, application or implementation of this AGREEMENT shall be settled amicably through consultation, or negotiation through diplomatic channels of the Parties.

#### Article VII

##### ENTRY INTO FORCE

This AGREEMENT shall enter into force on the date of the later notification by the Parties through diplomatic channels indicating that the domestic requirements for entry into force have been completed.

#### Article VIII

##### REVIEW AND AMENDMENT

This AGREEMENT may be reviewed and amended upon mutual agreement by the Parties. The amendment(s) shall enter into force in

accordance with the provisions on entry into force.

Article IX

DURATION AND TERMINATION

This AGREEMENT shall remain in force for the period of three (3) years and shall be automatically renewed unless one of the Parties terminates it in writing, through diplomatic channels, by giving six (6) month notice before the expiration of its validity. The termination of this AGREEMENT is without prejudice to on-going activities.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective Governments, have signed this AGREEMENT.

Done in duplicate in the English language.

FOR THE  
GOVERNMENT  
OF THE REPUBLIC OF  
CHINA

FOR THE  
GOVERNMENT OF  
SOLOMON ISLANDS

\_\_\_\_\_  
DR. Bao-Ji Chen  
Minister

\_\_\_\_\_  
MR. John Maneniaru  
Minister

Council of Agriculture  
Executive Yuan

Ministry of Fisheries  
and Marine Resources

17 Nov., 2015

18 Nov., 2015

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Taipei

Kaohsiung

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Location

Location