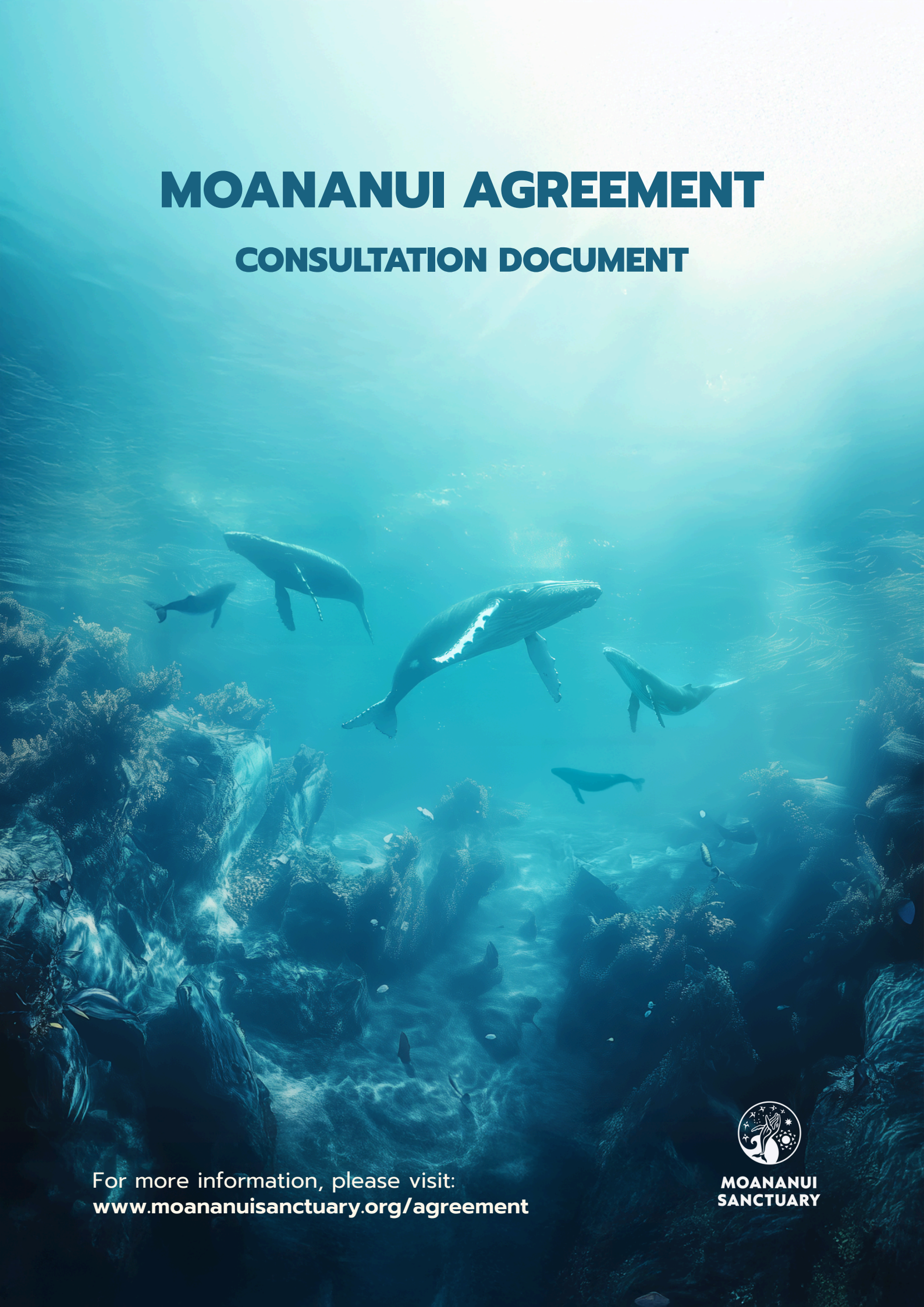


# MOANANUI AGREEMENT

## CONSULTATION DOCUMENT



For more information, please visit:  
[www.moananuisanctuary.org/agreement](http://www.moananuisanctuary.org/agreement)



**MOANANUI  
SANCTUARY**

# Moananui Sanctuary Agreement

## Consultation Document

### A SAFE HAVEN FOR WHALES, A LEGACY FOR THE PACIFIC

This document presents a draft framework for the proposed Moananui Sanctuary Agreement. It is being shared for the purpose of consultation with potential Parties (Pacific Island Countries and Territories), Indigenous Peoples and Local Communities (IPLCs), regional organisations, scientific institutions, civil society, and all interested stakeholders.

The establishment of the Moananui Sanctuary aims to create a collaborative network of protected areas across the Pacific, enhancing the conservation of whales and their marine environment through shared objectives, harmonised measures, joint research integrating Western scientific and Indigenous knowledge, and sustainable financing.

Receiving this document marks the beginning of a consultation period to gain invaluable feedback to collaboratively refine and finalise the final draft Agreement text.

We invite your comments and suggestions on all aspects of this draft proposal. Submit your feedback at: [www.moananuisanctuary.org /agreement](http://www.moananuisanctuary.org/agreement)

### NEXT STEPS

Following the consultation period, feedback will be reviewed and considered for incorporation into a final draft Agreement. The finalised Agreement would then be presented to potential Parties for consideration, signature, and subsequent ratification during a side event running parallel to the 54th Pacific Islands Forum (PIF) Leaders Meeting which will be convened in September 2025 in Honiara, Solomon Islands.



# PREAMBLE

Acknowledging the interconnectedness of all life within Moananui (Great Ocean) of the Pacific, and Ocean as whole, and the vital role whales play in maintaining healthy marine ecosystems;

Reaffirming our commitment to recognising the mana (spiritual authority, prestige, and power) and mauri (life force, vital essence), alongside the intrinsic value and inherent rights of whales and Moananui, and honouring Western scientific knowledge alongside, and in partnership with, Indigenous knowledge systems as the foundation for their protection;

Recognising the profound ancestral, cultural, spiritual, ecological, and economic significance of whales to Pacific Island Countries and Territories (PICTs) and the Indigenous Peoples and Local Communities (IPLCs) therein, and their inherent rights and responsibilities as traditional guardians;

Emphasising our deep concern of the increasing threats facing whales, including climate change, pollution, unsustainable fishing practices, ship strikes, habitat degradation, and the potential impacts of emerging technologies;

Now, therefore, the Parties, in recognition of these shared values, profound concerns, and their collective responsibility as guardians of Moananui-a-Kiwa, hereby commit to establishing and collaboratively managing the Moananui Sanctuary, ensuring the enduring protection of whales and the vitality of the Pacific Ocean for all time.

## **ARTICLE 1: ESTABLISHMENT OF THE MOANANUI SANCTUARY (MS)**

1.1 The Parties hereby establish the Moananui Sanctuary, comprising the existing national whale sanctuaries and protected marine areas within their respective Exclusive Economic Zones (EEZs), formally linked to create interconnected protected safe havens and migratory zones for whales. A list of initial constituent sanctuaries is provided in Annex 2;

1.2 Each Party retains sovereign rights over the management, regulation and enforcement of activities within its respective marine areas and Exclusive Economic Zone (EEZ), consistent with the objectives of this Agreement and international law. This includes the inherent authority of IPLCs to exercise self-determined governance over their traditional marine territories, in accordance with their customary laws, knowledge systems, and guardianship practices;

1.3 The Parties may, by mutual written consent, expand the Moananui Sanctuary to include areas beyond existing national marine areas, subject to their national legislation and applicable international agreements. Proposals for expansion shall be based on the best available scientific evidence and Indigenous knowledge, respecting the principles of Free, Prior, and Informed Consent (FPIC) of IPLCs, and shall take into account critical whale habitats, including breeding and calving grounds, feeding areas, and migratory routes. In all such proposals, the data sovereignty, intellectual property rights, and cultural protocols of IPLCs shall be fully respected and upheld, with any use or sharing of Indigenous knowledge subject to IPLC-led consent processes and knowledge protection measures;

1.4 A comprehensive and regularly updated map and database of the Moananui Sanctuary will be developed and maintained by the Secretariat (as defined in Article 8). This database will include detailed information on sanctuary boundaries, whale populations, critical habitats, existing regulations, research activities, threat assessments, and relevant Indigenous knowledge, subject to protocols developed in partnership with knowledge holders to ensure cultural safety and appropriate use. The Whale Arc Platform will be the primary tool for harmonising data management and dissemination (as outlined in Annex 3);

1.5 The Secretariat will establish and maintain secure communication channels to facilitate timely information sharing and coordination among Parties regarding activities within the Moananui Sanctuary, including emergency response protocols for whale strandings, ship strikes or entanglements.



## ARTICLE 2: OBJECTIVES

The objectives of this Agreement are to:

2.1 Ensure the long-term survival, recovery, and well-being of whale populations within the Moananui Sanctuary through the recognition of their legal personhood and inherent rights;

2.2 Promote legal pluralism and the understanding that different knowledge systems and legal systems coexist. While some legal systems use the concept of legal personhood or rights to protect intrinsic values and human-nature relationships, IPLCs may understand and articulate these relationships through ancestral, spiritual, and kinship-based frameworks that do not rely on Western legal constructs (rights and legal personhood). Both systems offer legitimate pathways to protecting whales and their co-existence should be acknowledged and respected;

2.3 Protect and restore critical whale habitats within the Moananui Sanctuary, including breeding and calving grounds, migratory routes, feeding areas, and areas of cultural and spiritual significance to IPLCs, as identified by them, recognising these areas as essential to whale existence and well-being;

2.4 Promote and support collaborative research that integrates Western scientific methodologies and Indigenous knowledge systems to understand whale populations, migration patterns, habitat use, behaviour, health, and the impacts of threats;

2.5 Explicitly recognise the authority of, and support the implementation of, customary marine protection measures as vital measures for whale conservation and habitat restoration, working in partnership with IPLCs;

2.6 Develop, implement, and enforce harmonised and effective conservation measures across the Moananui Sanctuary that uphold the mana (spiritual authority, prestige, and power) and mauri (life force, vital essence) of whales, alongside their intrinsic value and inherent rights, minimise human impacts, promote ecosystem health and honour our collective responsibility as guardians alongside the specific guardianship roles, rights, and responsibilities of IPLCs of whales within Te Moananui-a-Kiwa (the Pacific Ocean);

2.7 Establish and maintain mechanisms for data sharing, capacity building, knowledge exchange, and technology transfer among Parties, including full utilisation of the Whale Arc platform as a regional technology hub;

## ARTICLE 2: OBJECTIVES

2.8 Create and implement sustainable financing mechanisms for long-term whale conservation, including the development of a Pacific-wide financing mechanism to support whale conservation, exploring options such as blue bonds, whale insurance, biodiversity credits, responsible ecotourism initiatives, and other innovative financing tools;

2.9 Strengthen regional cooperation, collaboration, and partnerships in whale conservation efforts, engaging with relevant international organisations, scientific institutions, IPLCs, and civil society;

2.10 The Parties shall adopt the principles of the Te Mana o te Tohorā legal framework (as outlined in Annex 1), adapting them as necessary to suit local contexts through consultation and collaboration with relevant IPLCs and incorporating them, as appropriate, into their respective national legislation;

2.11 Promote the principles of the Te Mana o te Tohorā legal framework internationally, advocating for the global recognition of the intrinsic value and inherent rights of whales, and the Ocean as a whole, encouraging other nations to adopt similar legal frameworks.

## ARTICLE 3: HARMONISED CONSERVATION MEASURES

The Parties commit to implementing and enforcing harmonised conservation measures within their respective national sanctuaries that respect the mana and mauri of whales, alongside their intrinsic value and inherent rights, including:

3.1 Regulations on vessel traffic, speed limits, and routing to minimise ship strikes, taking into account whale migratory routes, critical habitats, and traditional Indigenous navigation practices and knowledge;

3.2 Measures to reduce noise pollution from vessels, sonar, and other anthropogenic sources, recognising the detrimental impact of noise on whale communication, navigation, and well-being;

## **ARTICLE 3: HARMONISED CONSERVATION MEASURES**

3.3 Strict controls on activities that may disturb or harm whales, such as whale watching, tourism, fishing (entanglement) and research activities, ensuring these activities are conducted in a way that respects the mana, mauri and rights of whales, avoids disruption of natural behaviours, and adheres to established codes of conduct;

3.4 Comprehensive protection of critical whale habitats from pollution (including chemical, plastic, and noise pollution), degradation, and unsustainable development, recognising these habitats as essential for whale existence, reproduction, and well-being;

3.5 Customary marine protection measures, such as dynamic rāhui, contributing to a holistic and culturally appropriate approach to whale conservation;

3.6 Full recognition, implementation, and enforcement of the inherent rights and intrinsic values of whales, together with respect for their mana and mauri, as informed by Western science and IPLC worldviews, and applied across all relevant laws, policies, plans, and decision-making processes. This shall include effective monitoring, surveillance, and appropriate legal action in cases of violations;

3.7 The Parties will cooperate on the development and implementation of regional standards and best practices for whale conservation, including guidelines for vessel traffic, noise reduction, whale watching, and habitat protection.

## **ARTICLE 4: REGIONAL STANDARDS FOR WHALE CONSERVATION**

4.1 The Parties commit to fostering a harmonised and coordinated approach to whale conservation across the Moananui Sanctuary, consistent with the objectives of this Agreement and relevant international obligations;

4.2 The Parties shall cooperate in the development of regional standards and best practices to guide whale conservation efforts. These standards shall be evidence-based, culturally appropriate, and informed by both Western scientific research and Indigenous knowledge systems;



## **ARTICLE 4: REGIONAL STANDARDS FOR WHALE CONSERVATION**

4.3 The regional standards and best practices shall include, but not be limited to, the following areas:

- a) Vessel Traffic Management, including speed limits, routing protocols, and navigational advisories to prevent ship strikes and minimise disruptions to whale migratory routes;
- b) Noise Pollution Reduction, establishing thresholds, monitoring frameworks, and mitigation measures to address underwater noise generated by maritime and industrial activities;
- c) Whale Watching Activities, including the adoption of ethical whale watching practises that prioritise the wellbeing of whales and respect cultural protocols;
- d) Habitat Protection, including identification of critical habitats and implementation of spatial and regulatory measures to prevent degradation;
- e) Entanglement Reduction, establishing regulations on gear standards, the promotion of gear innovation and deterrents, response networks and coordinated efforts to reduce risks posed by fishing gear and marine debris;

4.4 The Parties shall ensure that the development of these standards is undertaken in consultation with relevant IPLCs, experts, and stakeholders, and is aligned with the principles of FPIC;

4.5 Each Party shall implement the agreed-upon regional standards within their respective jurisdictions to the extent permitted by their national laws and policies. The Parties shall regularly review and update the standards to reflect evolving scientific understanding, traditional knowledge, and emerging threats.

## **ARTICLE 5: JOINT SCIENTIFIC AND INDIGENOUS KNOWLEDGE RESEARCH**

5.1 The Parties shall promote and support collaborative research integrating Western scientific methods and Indigenous knowledge on whale populations, migration patterns, habitat use, behaviour, health, and the impacts of threats within the Moananui Sanctuary;

5.2 Research priorities will be jointly identified by the Parties, taking into account the best available scientific information, Indigenous knowledge, and conservation needs;

## **ARTICLE 5: JOINT SCIENTIFIC AND INDIGENOUS KNOWLEDGE RESEARCH**

5.4 Research data, including scientific data and Indigenous knowledge, will be managed and shared through the Whale Arc platform, ensuring accessibility, transparency, and appropriate protocols for the protection of sensitive Indigenous knowledge, aligned with data sovereignty principles;

5.5 Ensure equitable benefit-sharing arising from research activities involving IPLCs or their knowledge;

5.6 The Parties will encourage and facilitate collaborative partnerships between scientists, IPLCs, research institutions, and other relevant stakeholders in research projects.

## **ARTICLE 6: DATA SHARING AND CAPACITY BUILDING**

6.1 The Parties will utilise the Whale Arc platform (Annex 3) as a primary mechanism for sharing data and expertise related to whale conservation, including data on whale populations, habitats, threats, research activities, and management measures;

6.2 Data sharing protocols will be developed and implemented to ensure data quality, accessibility, security, and appropriate protocols for the protection of sensitive Indigenous knowledge and the rights of IPLCs to maintain, control, protect and develop their traditional knowledge;

6.3 The Parties will collaborate on capacity building initiatives, co-designed and implemented with relevant IPLCs, to enhance regional expertise in whale monitoring, research, conservation management, and enforcement. These initiatives will include training on data collection, analysis, the use of Whale Arc, Indigenous knowledge systems, and relevant technologies;

6.4 The Parties will support the development of local expertise within IPLCs in Indigenous knowledge systems related to whales, recognising the crucial role of IPLCs in whale guardianship and knowledge transmission.

## ARTICLE 7: SUSTAINABLE FINANCING

7.1 The Parties recognise the critical importance of sustainable financing for long-term whale conservation and commit to actively exploring and developing a Pacific-wide financing mechanism;

7.2 This financing mechanism may include, but is not limited to;

- a) Blue carbon and biodiversity credits generated from the protection and restoration of whale habitats, recognising the role of whales in carbon sequestration;
- b) Responsible and sustainable ecotourism initiatives that respect the mana and mauri of whales, alongside their intrinsic value and inherent rights, contribute to local economies, and promote awareness of whale conservation;
- c) Other innovative financing mechanisms linked to the economic and non-economic value of healthy whale populations, including ecosystem services, ensuring that these mechanisms account for intrinsic values and directly benefit whale conservation and the exercise of their rights;

7.3 The Parties shall establish a Pacific Whale Fund (PWF) with an initial target capitalisation of €\$100 million. The Fund shall be used to provide long-term financial support for the activities of the Moananui Sanctuary, including but not limited to: research and monitoring programmes; habitat protection and restoration; community engagement and capacity building; enforcement and compliance activities; and Secretariat operations;

- a) Responsible and sustainable ecotourism initiatives that respect the mana and mauri of whales, alongside their intrinsic value and inherent rights, contribute to local economies, and promote awareness of whale conservation;
- b) Trade-offs that justify or legitimise harm to whales on the basis of financial, commercial, or compensatory considerations are strictly prohibited;
- c) The existence, potential, or absence of financial mechanisms shall not constitute a justification or determining factor for decisions regarding the protection and restoration of whales and their habitats.



## ARTICLE 8: SECRETARIAT

8.1 The Parties hereby establish a Secretariat to support the implementation of this Agreement. The Secretariat will be hosted by the Moananui Sanctuary and will operate under the guidance of the Parties;

8.2 The Secretariat's functions will include:

- a) Maintaining the Moananui Sanctuary database and map;
- b) Facilitating communication and coordination among Parties;
- c) Organising and hosting meetings of the Parties;
- d) Supporting the development and implementation of conservation measures;
- e) Supporting the development of nationally specific legal personhood legislation that recognises and upholds the mana and mauri, alongside the intrinsic value and inherent rights of whales;
- f) Managing data and information related to whale conservation, including through the Whale Arc platform;
- g) Coordinating research activities;
- h) Developing and implementing capacity building programmes;
- i) Supporting the development of the Pacific-wide financing mechanism;
- j) Preparing reports on the implementation of the Agreement;
- k) Performing other functions as directed by the Parties.

## **ARTICLE 9: MEETINGS OF THE PARTIES**

9.1 The Parties shall meet annually, or as otherwise agreed, to review the implementation of this Agreement, discuss emerging issues, and make decisions regarding future actions;

9.2 Meetings of the Parties shall be open to observers and invited representatives from relevant international organisations, scientific institutions, IPLCs, and civil society organisations, unless otherwise decided by the Parties;

9.3 Decisions at Meetings of the Parties shall be taken by consensus, or, where consensus cannot be reached, by a two-thirds majority vote of the Parties present and voting. The perspectives and recommendations of the IPLC Council, established under Article 10, shall be formally considered in all decision-making processes. To this end, the Parties shall ensure structured engagement with the IPLC Council including through dedicated consultation sessions to ensure the perspectives and recommendations of IPLCs are formally considered.

## **ARTICLE 10: INDIGENOUS PEOPLES AND LOCAL COMMUNITIES COUNCIL**

10.1 An IPLC Council is hereby established to serve as a participatory, consultative, and oversight mechanism to ensure the meaningful inclusion of Indigenous Peoples and Local Communities (IPLCs) in the implementation, monitoring, and adaptive governance of the Moananui Ocean Sanctuary Agreement. The Council shall provide cultural, ecological, and ethical perspectives, ensuring that the spiritual and traditional relationships of IPLCs with Moananui and whales are respected, reflected, and protected;

10.2 The IPLC Council shall have the following functions:

- a) Provide advice and guidance to the Conference of the Parties, the Secretariat and Whale Arc Platform to ensure the protection of Indigenous and traditional knowledge and guardianship practices and maintenance of data sovereignty;
- b) Monitor and review the implementation of this Agreement, ensuring that the rights of IPLCs are recognised, respected and protected;
- c) Facilitate dialogue and cooperation among IPLCs, State Parties, and other stakeholders to strengthen inclusive governance;

## **ARTICLE 10: INDIGENOUS PEOPLES AND LOCAL COMMUNITIES COUNCIL**

d) Participate and provide oversight to the development and review of guidance documents, implementation frameworks, harmonised conservation measures, benefit-sharing frameworks, and research governance protocols;

e) Identify and elevate concerns raised by IPLCs, including those not represented by State Parties, to the appropriate bodies established under the Agreement;

10.3 The Council shall be composed of IPLC members in a manner that ensures regional balance, cultural diversity, and intergenerational and gender inclusion across the Moananui. Membership shall include:

a) Co-chairs from each National Guardianship Council established by State Parties to the Agreement;

b) Representatives from IPLCs that are party to the Agreement, selected through culturally appropriate and self-determined processes;

c) Additional IPLC representatives from across the Pacific region, including those whose communities are not currently part of a Party to the Agreement. These members shall be selected through a process determined by the Meeting of the Parties and endorsed by the Secretariat;

10.4 The IPLC Council shall work in close coordination with the Secretariat and the Meetings of the Parties. The Council shall meet at least once annually, and may convene additional meetings as needed.

## **ARTICLE 11: RELATIONSHIP WITH OTHER AGREEMENTS**

11.1 This Agreement is complementary to existing international agreements related to whale conservation, including but not limited to:

a) The Convention on International Trade in Endangered Species of Wild Fauna and Flora (CITES);

b) The Convention on the Conservation of Migratory Species of Wild Animals (CMS);

c) The International Whaling Convention (IWC);

d) The United Nations Convention on the Law of the Sea (UNCLOS);



## **ARTICLE 11: RELATIONSHIP WITH OTHER AGREEMENTS**

e) The Convention on Biological Diversity (CBD);

g) The Convention for the Protection of Natural Resources and Environment of the South Pacific Region (The Noumea Convention);

11.2 The Parties shall strive to harmonise their national laws and policies with the provisions of this Agreement and other relevant international agreements, endeavouring to incorporate the principles of Te Mana o te Tohorā into their national legislation, ensuring consistent and effective whale protection;

11.3 This Agreement shall not affect the rights and obligations of the Parties under other international agreements.

### **ARTICLE 11A: CONFLICT RESOLUTION**

11.4 This Agreement is complementary to existing international agreements related to whale conservation, including but not limited to:

In the event of any conflict between the provisions of this Agreement and those of other international agreements, the Parties shall consult to resolve such conflict in a manner that gives primacy to the objectives, ethical foundations, and principles of Te Mana o te Tohorā.

## **ARTICLE 12: DISPUTE SETTLEMENT**

12.1 Any dispute between the Parties concerning the interpretation or application of this Agreement shall be resolved peacefully through negotiation, mediation, or other agreed means of dispute settlement.

12.2 If the Parties are unable to resolve the dispute through these means, they may agree to submit the dispute to arbitration or another form of binding dispute settlement.

In accordance with the United Nations Convention on the Law of the Sea (UNCLOS),

a State Party may choose to submit a dispute arising under this Agreement to the

International Tribunal for the Law of the Sea (ITLOS), provided that the dispute concerns the interpretation or application of provisions also governed by UNCLOS.

## ARTICLE 13: ENFORCEMENT

13.1 Each Party retains full sovereign rights to enforce national legislation consistent with the provisions of this Agreement within its respective national sanctuary and Exclusive Economic Zone (EEZ), in accordance with international law:

a) Redress for violations in areas within national jurisdiction: Remedies and penalties for violations of this Agreement shall be determined and applied by each Party pursuant to its domestic legal framework, and damages shall be directed to the Party's Whale Protection Fund or equivalent mechanism to achieve timely and effective restoration of whales and their habitat. Nothing in this Agreement shall be interpreted as limiting the authority of any Party to impose sanctions or remedies, including criminal, civil, or administrative penalties, consistent with its national laws and applicable international law.

b) Notwithstanding the above, the Parties may, by mutual consent and in accordance with their respective constitutional and legal frameworks, agree to delegate or divest sovereign enforcement and remedial authority under this Agreement to a regional mechanism administered by the Secretariat. In such cases, damages arising from violations shall be directed to the Pacific Whale Fund, to be administered in accordance with the principles of restoration, equity, and shared guardianship as set out in this Agreement.

c) The decision to divest or delegate such authority shall be formalised through a written declaration deposited with the Secretariat, specifying the scope, conditions, and duration of such delegation. The Secretariat, in collaboration with the IPLC Council and affected Parties, shall develop procedures to ensure transparent and culturally appropriate governance of the funds received under this provision.

13.2 With respect to vessels flying the flag of a Party operating in Areas Beyond National Jurisdiction (ABNJ) within the Moananui Sanctuary, enforcement actions shall be the responsibility of the flag State in accordance with international law. Parties commit to take appropriate legal and administrative measures to ensure that such vessels comply with the provisions of this Agreement.

a) Redress for violations in ABNJ: Where the rights (or mana and mauri) of whales are violated by a Party in Areas Beyond National Jurisdiction, and responsibility is established in accordance with international law, that Party shall be required to provide monetary damages. Such damages shall be directed to the Pacific Whale Fund managed by the Secretariat pursuant to Article 7 of this Agreement. Funds received shall be used to support whale restoration, monitoring, and equitable benefit-sharing among Parties, with priority given to the IPLCs and ecosystems most impacted.

## **ARTICLE 14: FORMAL COMPLIANCE**

14.1 Within eighteen (18) months of becoming a Party to this Agreement, each Party shall demonstrate the implementation of whale legal personhood and submit an Initial Implementation Report to the Secretariat. This report shall outline (a) Legislative, regulatory, or policy measures that have been adopted or are under development to give effect to the Agreement; (b) The legal or customary frameworks being utilised or adapted to implement the objectives of the Sanctuary; and (c) Any challenges encountered in the process of alignment and proposed strategies to address them.

## **ARTICLE 15: AMENDMENT**

15.1 This Agreement may be amended by mutual written consent of all Parties. Proposed amendments shall be communicated to the Secretariat at least three months prior to the Meeting of the Parties at which they are to be considered.

## **ARTICLE 16: ENTRY INTO FORCE**

16.1 This Agreement shall enter into force after the deposit of instruments of ratification by all Parties.

## **ARTICLE 17: WITHDRAWAL**

17.1 Any Party may withdraw from this Agreement by providing written notice to the Depositary.

17.2 Withdrawal shall take effect one year after the date of notification, unless otherwise agreed by the Parties.

17.3 Withdrawal from this Agreement shall not affect the rights and obligations of the remaining Parties.

## **ARTICLE 18: DEPOSITARY**

The Secretariat shall serve as the Depositary of this Agreement and shall receive and circulate notices of ratification, accession, withdrawal, and any other communications relating to this Agreement.

## **ARTICLE 19: AUTHENTIC TEXTS**

The authentic texts of this Agreement shall be the single signed version.



## **ANNEX 1:**

### **TE MANA O TE TOHORĀ: GUIDING PRINCIPLES FOR WHALE PROTECTION**

This Annex provides an overview of the core principles of Te Mana o te Tohorā, a legal framework adopted by the Moananui Sanctuary recognising and upholding the legal personhood of whales. These principles are intended to guide the Parties in their implementation of the Moananui Sanctuary Agreement and should be adapted as necessary to suit local contexts and incorporated, as appropriate, into their respective national legislation.

#### **Core Principles:**

- 1. Whale Personhood:** Whales are sentient beings with culture, mana and mauri, alongside intrinsic value and inherent rights, possessing legal personhood. This recognition acknowledges their right to life and a healthy environment, freedom of migration, and the representation of their own interests.
- 2. Maintenance of Ecological Integrity and Whale Wellbeing:** The wellbeing of whales, encompassing their physical, emotional, social, and spiritual health, is paramount. Conservation measures should prioritise the holistic wellbeing of individual whales and whale populations, and decision making should shift from a narrow focus on preventing significant harm toward proactive maintenance and improvement (restoration) of ecological health and integrity (the vital cycles, processes and functions of marine ecosystems and whale populations).
- 3. Interconnectedness:** Recognising the interconnectedness of all living things within Te Moananui-a-Kiwa, the Pacific Ocean, including whales. The health and wellbeing of whales are intrinsically linked to the health and wellbeing of the entire Ocean, which in turn is linked to the wellbeing of humanity.
- 4. Guardianship:** IPLCs hold inherent rights, responsibilities, unique knowledge, and often spiritual connections as traditional guardians of whales, possessing traditional knowledge and responsibility for their protection. Their active participation in whale conservation and management is essential.
- 5. Respect:** All interactions with whales should be conducted with the utmost respect and care, acknowledging their inherent dignity and avoiding any actions that may cause harm or disturbance.
- 6. Customary Practices:** Traditional IPLC practices and knowledge related to whales should be recognised and incorporated into conservation and management strategies, where appropriate.

## **ANNEX 1:**

### **TE MANA O TE TOHORĀ: GUIDING PRINCIPLES FOR WHALE PROTECTION**

7. Ecological Sustainability: Use of the marine environment should be ecologically sustainable, ensuring the long-term health and viability of whale populations for future generations.

8. Collaboration: Effective whale conservation requires collaboration and partnership among governments, IPLCs, scientists, and other stakeholders.

9. Precautionary Principle: In the face of uncertainty, a precautionary approach should be adopted, erring on the side of caution to protect whales and their habitats.

10. Knowledge Integration: Conservation and management decisions should be based on the best available scientific information, Indigenous knowledge systems, and other relevant sources of information.

11. Connectivity: Effective whale conservation requires ecological connectivity between habitats and migratory corridors.

12. Sovereignty: The autonomy of both Member States and Indigenous Nations over their own territories, laws, and governance systems, in accordance with international law and the rights affirmed in the United Nations Declaration on the Rights of Indigenous Peoples (UNDRIP).

## **ANNEX 2:**

### **INITIAL CONSTITUENT SANCTUARIES OF THE MOANANUI SANCTUARY**

Note: The countries listed here represent the invited Parties whose existing national sanctuaries and protected marine areas could form the foundation of the Moananui Sanctuary. This list is illustrative for consultation purposes.

- Polynesia
  - Cook Islands
  - French Polynesia
  - Hawaii
  - New Zealand
  - Niue
  - Rapanui
  - Samoa
  - Tokelau
  - Tonga
  
- Melanesia
  - Fiji
  - New Caledonia
  - Papua New Guinea
  - Solomon Islands
  - Vanuatu
  
- Micronesia
  - Federated States of Micronesia
  - Marshall Islands
  - Nauru



## **ANNEX 3:**

### **ESTABLISHMENT AND OPERATION OF THE WHALE ARC PLATFORM**

#### **1. Establishment**

The Parties hereby establish the Whale Arc Platform as the central mechanism for the collection, management, analysis, and dissemination of data and information relevant to the Moananui Sanctuary. The Platform shall be maintained under the authority of the Secretariat and in accordance with the objectives of this Agreement.

#### **2. Scope and Content**

The Whale Arc Platform shall contain a comprehensive and regularly updated map and database detailing the boundaries of the Moananui Sanctuary, population data of whale species, critical habitats, applicable legal and regulatory measures, scientific research activities, threat assessments, and other relevant data as determined by the Parties.

#### **3. Data Sovereignty**

3.1 All data contributed to the Whale Arc Platform, whether by States, IPLCs, research institutions, or other stakeholders, shall remain subject to the data sovereignty of the contributing entity. Each contributor retains ownership and control over how their data is accessed, used, stored, and shared. The Platform shall operate in accordance with clear, transparent, and equitable data governance protocols that ensure contributors' rights are protected, data is not misused or shared without consent, and appropriate attribution is maintained. Particular care shall be taken to uphold the intellectual property rights of knowledge holders.

3.2 The Platform shall incorporate Indigenous and local knowledge only with the Free, Prior, and Informed Consent (FPIC) of the relevant Indigenous Peoples and Local Communities (IPLCs), and solely for purposes explicitly approved by them. The use, access, storage, and sharing of such knowledge shall be governed by IPLC-led protocols that uphold data sovereignty, ensure cultural safety and confidentiality, and protect the integrity and intellectual property of knowledge holders. Under no circumstances shall Indigenous knowledge be accessed, disclosed, or repurposed without the clear and ongoing consent of its rightful custodians. The Platform shall actively prevent the misappropriation, decontextualisation, or commodification of Indigenous knowledge, and ensure that all engagement with such knowledge respects its sacred, relational, and place-based nature.



## **ANNEX 3:**

### **ESTABLISHMENT AND OPERATION OF THE WHALE ARC PLATFORM**

#### **4. Purpose and Functions**

The Whale Arc Platform shall serve the following functions:

- (a) Facilitate real-time communication and coordination among Parties;
- (b) Support the implementation, monitoring, and enforcement of conservation measures;
- (c) Enable collaborative research among scientific institutions, IPLCs, and other stakeholders;
- (d) Promote transparency, accountability, and evidence-based decision-making.

#### **5. Governance and Oversight**

The Secretariat shall oversee the technical management and strategic development of the Whale Arc Platform.

#### **6. Capacity Building and Accessibility**

The Secretariat shall undertake measures to ensure equitable access to the Platform, including through capacity-building initiatives, technical support, and multilingual access. Special consideration shall be given to ensuring the effective participation of IPLCs and stakeholders in remote areas.

#### **7. Periodic Review**

The Whale Arc Platform shall be subject to periodic review no less than every 18-24 months, to assess its effectiveness, data integrity, cultural protocols, and technological functionality. Amendments or improvements may be made subject to consensus, or by two thirds majority where consensus cannot be reached, of the Parties.

