**NORTH SEA FULLY DOCUMENTED FISHERIES (FDF) WITH REMOTE ELECTRONIC MONITORING (REM)**

**TERMS & CONDITIONS 2017**

**Overview**

1. A fully Documented Fishery (FDF) scheme is open to participants on a voluntary basis in 2017. Participants will be able to access additional North Sea cod quota which has been reserved from England’s share of the quota uplift agreed at the 2016 December Council.

**Core requirements**

1. All landing obligation (LO) species caught shall count against quota
2. All LO species caught shall be recorded, retained on board and landed

**Additional objectives**

1. Additional objectives for this scheme are to:
* reduce discard levels and fishing mortality rates for demersal stocks
* provide evidence and experience from the scheme for the reform of the Common Fisheries Policy (CFP).
* provide further detailed evaluation of using REM as a fishery management and discard reduction tool in a multi-species context
* enhance our data collection and improve fisheries science and advice – such as to assess fish stocks more precisely and the effect of management initiatives such as a discard ban
* improve the effect and tuning of regulations e.g. real-time closures, grading bans and effort restrictions by providing precise data on catch rates and discards from reference vessels having full catch documentation

**Eligibility**

1. To allow for effective management, monitoring and communication, eligibility shall be limited to English vessels only. For the purposes of this scheme an English vessel shall be defined as English registered and administered at a Marine Management Organisation (MMO) coastal office.
2. In order to be eligible a vessel must be a member of a Producer Organisation (PO).
3. A vessel must be suitable for the installation of the Remote Electronic Monitoring equipment.
4. Pair Trawl vessels shall only be eligible if both vessels are signed up to the scheme, unless specific permission in writing is given by the MMO.
5. A vessel participating in the scheme must comply, in addition to any statutory restrictions or obligations and any conditions in its fishing vessel licence, with all of the relevant terms and conditions in this document.

**Additional quota**

1. Each vessel will receive additional North Sea cod quota for participating in the scheme. There is also the potential for scientific quota to be made available.

1. Once a vessel has reached its total quota allocation for any stock subject to the Landing Obligation, it will be required to cease **all** fishing operations in all ICES areas to which the allocation relates. Whilst additional quota can be leased in during the year, this additional quota will not qualify for the *pro rata* increase in quota given at the start of the management year.
2. Vessels fishing in Norwegian waters must comply with Norwegian discarding rules.

**Discards and undersize fish**

1. Vessels must not discard any catches of landing obligation stocks unless there is an exemption set out in the relevant legislation.
2. Releasing the whole, or part, of the catch before the net is taken on board is considered to be a form of discarding and is not permitted.
3. Any legal discarding must take place within view of ALL CCTV cameras placed above the catch sorting/discard area. Discarded fish must only be discarded via the traditional discard chute.
4. Catches of below Minimum Conservation Reference Size (MCRS) species which are subject to the landing obligation may only for sold for non-direct or non-human consumption purposes.
5. Catches of below MCRS species must be kept in separate containers and not be mixed with fish above the minimum landing size. Boxes of below MCRS fish should be stowed separately. These must be correctly recorded in logbooks and landing declarations.

**Remote Electronic Monitoring (REM) system**

1. Positioning of cameras for the duration of the scheme will be decided in co-operation with the fishing vessel master so as to ensure that observers can monitor the process to obtain a good assessment of the catch. Cameras must not be moved or altered without approval from the MMO. Only personnel authorised by the MMO will be able to carry out repairs and maintenance.
2. Due to the need to cross-verify the effectiveness of electronic monitoring, observers may be required access to be granted to participating vessels from time to time.
3. The sorting and handling of all catches **must be carried out in full view of the cameras.** The MMO reserves the right to place If required, the MMO may decide to place additional cameras onboard participating vessels and/ or request alterations to sorting operations in agreement with the master, to allow for effective quantification of catches.
4. The systems must remain **switched on at all times** regardless of the sea area in which the vessel is operating or its activity.
5. In the event of equipment failure the Master must notify the MMO as soon as they become aware of the failure. The trip may be completed before return to port but the vessel will not be allowed to return to sea until the equipment is fully functioning except in exception circumstances with the prior written permission of the MMO. Early communication of any equipment problems will allow the MMO to take steps to ensure that the problem can be corrected as soon as possible after the vessel’s return to port.
6. In relation to the equipment installed there shall be a duty of care placed on the master as laid out in the **duty of care code** (attached). It is the responsibility of the Master to ensure that crew are aware of, and compliant with, the terms and conditions of the FDF scheme.
7. Masters and crews must:
* Allow observers onboard and make suitable provision for their comfort;
* Not tamper **or interfere with** the work of observers;
* Not tamper or interfere with the on-board REM equipment;
* Not deliberately block the view from REM equipment to the vessel’s catch-handling areas;
* Not deliberately attempt to handle or discard catch out of the view of REM equipment; and,
* Not carry out trans-shipment operations (either receiving or donating catch) with other vessels.
* Make any alterations to catch handling operations, machinery or belts/chutes unless agreed by the MMO and updated in the vessel monitoring plan.
1. The MMO will provide regular feedback to vessel masters on their catch handling procedures to ensure that catches can be monitored easily.
2. The REM system is government property. The master of the fishing vessel must make himself and the vessel available prior to the start of the scheme for a period of up to 3 days to allow installation of the monitoring systems and for equipment removal/replacement.

**Conditions placed on the participating vessel and the participant**

1. If a participating vessel is transferred to a different administration, that vessel will be removed from the scheme. All remaining quota made available under the FDF scheme will be removed from the vessel’s allocation.
2. Direct vessel swaps during the scheme may be allowed at the discretion of the MMO where the sold and newly purchased vessel both belong to the same owner. The MMO will arrange a suitable engineer to remove and reinstall the REM system. The remaining FDF quota and terms and conditions of the scheme will transfer to the replacement vessel.
3. Where a vessel changes ownership during the scheme but remains within the English administration, the vessel will be allowed to continue on the scheme. Unused FDF quota will be deemd to transfer to the new ownership. If the new ownership decides not to continue participation in the scheme the MMO will calculate the unused quota at the point of transfer and remove this allocation from the relavant producer organisation.
4. In the instance of sudden unforeseen circumstances, such as sinking or disablement of a vessel, a replacement vessel may take part in the scheme providing the replacement is agreed by MMO prior to any commitment being made, and meets the requirements as set out above. REM equipment must be provided by the project participant.
5. Loss or damage caused by the negligent acts of the master or crew in relation to the REM system will not be the responsibility of the MMO.
6. Project participants must have sufficient insurance to cover the loss or damage of all parts of the REM system.
7. The MMO must be compensated for any repair or replacement to the REM system where damage or loss has occurred as above. The Master will be responsible for notifying the MMO of maintenance and repair required to the REM system. Only engineers authorised by MMO are permitted to carry out repairs.
8. The MMO may, if necessary, seek civil recovery from the vessel owner of sums associated with the repair or replacement of the REM equipement arising throught the willful or negligent act of the master, crew memember , owner or charterer (if any) of the vessel.
9. If a participating vessel is removed from the scheme, or leaves the scheme voluntarily, then the additional quota granted under the terms of the scheme will be deducted from current and/or future allocations.

**Data control and handling**

1. Data gathered by the REM equipment will be held by the MMO and subject to the relevant provisions of the Data Protection Act 1998
2. Footage and data gathered may be used in an aggregated and anonymous form in publications and reports produced by, for and on behalf of MMO. All data will be treated as commercially sensitive in the first instance. The data will be owned by the MMO.
3. The data will be subject to access to information legislation (e.g. the Freedom of Information Act 2000/ Environmental Information Regulations 2004) and requests for the data will be answered following standard processes under the relevant legislation. Personal data (which may include CCTV footage and catch data) will protected in accordance with the Data Protection Act 1998.
4. In addition to the purposes of the scheme, the data may be used by the MMO for compliance and enforcement purposes, including being used as evidence to support civil or criminal proceedings.
5. Hard drives must be kept on board the vessel at all times until requested by the MMO. Data will be transferred to a secure server for processing and a replacement hard drive will be fitted to allow the vessel to continue fishing operations.
6. The data/footage will be erased 6 months after the date recorded, unless required for ongoing enforcement action. Some data may be temporarily retained for up to an additional 6 months to allow scientific analysis to be conducted and papers to be written.
7. Information obtained by the REM system and by observers will be retained and used for the purposes of the project only, except that such information may be used by the MMO or released to other bodies if it is necessary for the investigation or prosecution of persons, or for any other purpose required by law.
8. Data may be retained for longer periods or for uses other than those listed above only with the express written consent of the vessel owners.

**General conditions**

1. All vessels operating in the scheme must complete an fishing logbook in accordance with article 14 of Council Regulation (EC) 1224/ 2009. All catches (retained marketable and retained undersized/ damaged) of stocks subject to the landing obligation must be recorded separately in the logbook.
2. Project participants are required to comply with any seasonal and real time closures for the purposes of protecting juvenile or spawning fish.
3. Participating vessels can buy-in and lease additional quota from other sources outside of the FDF scheme. Bought in and leased quota will also be subject to the rules of the scheme.

**Control and enforcement**

1. It is important that vessels are inspected to ensure accuracy of data and that the rules of the project are being adhered to. Vessels will therefore be subject to ongoing monitoring and evaluation to confirm this. The master of the fishing vessel must facilitate vessel inspections whenever requested by a Marine Officer.
2. The MMO or other fisheries administrations will inspect vessels in port and at sea as part of their risk-based control regime.
3. Breaches of the scheme will be notified to participants at the earliest opportunity. Serious breaches will be investigated by a disciplinary board consisting of the the FDF Trial Manager and Senior MMO Official(s). Defra officials may also take part. The board will be responsible for establishing whether a vessel is deemed to have been non-compliant with the requirements of the scheme. Participants will be given the opportunity to make written representations to the board and these will be taken into account. The disciplinary board’s decision shall be final.

**Penalties**

1. Vessels found to have breached any of the above conditions will be subject to a range of penalties depending on the seriousness of the breach. A range of penalties include:
* Verbal or written advice
* Formal written warning
* Deduction of uplift quota (or deduction from the following year’s quota) and/or scientific quota
* Removal from scheme and removal of all uplift quota (or deduction from the following year’s quota) and/or scientific quota

Any administrative penalties will be additional to any enforcement action taken in relation to any criminal enforcement action taken in accordance with the MMO.

1. Vessels which are made subject to a quota penalty will be required to make available to their Producer Organisation (for them to transfer to the MMO) the quantity of quota named in that penalty. If the vessel is not able, during the relevant management year, to provide this, the vessel will be obliged to make a transfer in the following year or may be removed from the scheme.

1. Vessels removed from the scheme will be required to make available to their Producer Organisation (for them to transfer to MMO) the quota tonnage awarded to them through their participation in the FDF scheme. If a vessel is not able, during the relevant management year, to provide this, the vessel will be invited to make a transfer in the following year.
2. Serious infringements of fishery legislation may result in the use of REM data in a formal investigation. The MMO will consider requests for REM data for the purpose of prevention of crime provided they are in line Data Protection Act 1998 (DPA) requirements.

**Change of scheme rules**

1. The MMO reserve the right to change any of the rules of the scheme at any time. Wherever possible this will take place following consultation with participants, but MMO may make changes without consultation if this is necessary and expedient for the administration of the scheme.

**Defra & MMO Marine Trials Team**

**January 2017**

**REMOTE ELECTRONIC MONITORING ONBOARD ENGLISH FISHING VESSELS**

**DUTY OF CARE CODE 2017**

1. MMO, or their representative, will fit cameras and sensors to the vessel. The Master and crew will not interfere with the positioning of sensors or cameras.
2. The cameras and all equipment fitted remain the property of the MMO.
3. The Master must ensure that all discards can be monitored by the cameras.
4. The Master will be expected to maintain clean lenses on the cameras at **all times**. Cameras must be cleaned with a soft cloth on a regular basis and at least once per day when at sea.
5. The Master must ensure that there is not interference with, damage or disruption to the camera or footage.
6. The Master must ensure that the prescribed self test, the “function test” on the system is carried out at the **start** of each trip to ensure that the full system is working correctly. The result of the function test must be recorded in e-logbook comments when sending a Departure message.
7. The MMO will request the return of a hard drive from a specific vessel. Until the return is requested, the master must keep that hard drive securely on board the vessel at all times. The hard drives must be returned to either the requested MMO or Marine Scotland office within 48 hours of landing.
8. If the vessel is landing abroad or outside a port with a nearby MMO or Marine Scotland office, agreement will be made between the MMO and the Master/Owner/Representative as to a required date and place for hard drive return. The Master must then ensure that the hard drive is returned within 48 hours of the agreed date.
9. The Master must report any damage, disruption or technical failure to the MMO immediately using either the e-mail or telephone contact details below:

**Email :** **ukcatchquota@defra.gsi.gov.uk**

**Telephone:** 02080 265 095 or 07785 633020

1. The Master will be responsible for maintenance and repair of the REM system. Only engineers authorised by MMO will be able to carry out repairs.
2. MMO will endeavour to resolve any technical problems promptly on the vessel’s return to port. Early notification of technical failures will expedite that process.
3. Where a system is down completely, that is no recording of data is taking place, the MMO may allow a vessel to sail if given written permission prior to sailing. If a complete system failure occurs on

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**CONTRACT**

**[The owner or agent of the vessel(s) may sign this contract on behalf of the vessel(s) and their respective master(s)]**

**I confirm that I/my vessels shall participate in the Fully Documented Fishery scheme with Remote Electronic Monitoring (REM) and that I/my vessels shall abide by the duty of care code and terms and conditions of the scheme.**

**I confirm that all persons employed as master and crew on the vessel are aware of the FDF scheme rules and agree to comply with them. I understand that I am responsible for compliance with the scheme rules and that I may be liable for administrative penalties under these rules in the event there is a breach, whether or not I am personally responsible for the breach.**

**I understand that once I/my vessels start the scheme it will operate until 31st December 2017 and that I will be subject to the provisions of the scheme until 31st March 2018.**

**Name [Please print]:**

**Signature:**

**Position in company:**

**Name of vessel(s) which this contract applies to [Please print, all vessel full names and Port Letters and Numbers (PLNs) must be given]:**

**Date:**