

Memorandum of Understanding between the North-East Atlantic Fisheries Commission and the International Council for the Exploration of the Sea

RECOGNISING that the North-East Atlantic Fisheries Commission ("NEAFC")

- a) is the competent organisation for managing fish stocks in NEAFC Regulatory Area and performs its functions in the interests of the conservation and optimum utilisation of the fishery resources of the Convention area and shall take into account the best scientific evidence available to it;
- b) has a responsibility for the protection of the marine environment and an exclusive competence for the conservation, management and exploitation of living marine resources;
- c) provides a forum for consultation and exchange of information on the state of fishery resources in the Convention Area and on management policies, including examination of the overall effect of such policies on the fishery resources;
- d) according to Article 14 (1) of the NEAFC Convention of 1982 seeks the services of the International Council for the Exploration of the Sea for scientific advice on conservation, protection and sustainable use of the marine environment and particularly on fisheries resources management and related matters.
- e) According to the amendments to the Convention adopted by the Contracting Parties which shall apply when interpreting and implementing the Convention, until such time when the amendments have entered into force, in the interest of the long-term conservation and optimum utilisation of the fishery resources of the North-East Atlantic area, and in doing so to safeguard the marine ecosystems in the Convention area, providing sustainable economic, environmental and social benefits; NEAFC
- f) shall apply the precautionary approach;
- g) take due account of the impact of fisheries on other species and marine ecosystems, and in doing so adopt, where necessary, conservation and management measures that address the need to minimise harmful impacts on living marine resources and marine ecosystems;
- h) take due account of the need to conserve marine biological diversity;
- i) shall consult and exchange of information on and, as appropriate, examine of the overall effect of such policies on other living marine resources and marine ecosystems.

RECOGNISING that the International Council for the Exploration of the Sea ("ICES")

- a) exists to promote and encourage research and investigations for the study of the sea, in particular in relation to its living resources;
- b) draws up the necessary programmes and organises such research and investigations as may appear necessary and publishes and disseminates the results of this work;
- c) provides scientific information and advice to Member Country governments, and the regulatory commissions with which cooperative relationships have been established;
- d) seeks to establish and maintain working arrangements with other international organizations having related objectives;
- e) meets its obligations contained in this agreement only through work conducted by ICES Member Countries, and ICES has no power to manage the conduct of this work. ICES works on the assumption that the member countries provide data and expertise that will enable ICES to respond to requests for advice.

NEAFC AND ICES have therefore reached the following understanding:***Provision of Scientific Information and Advice***

- 1) ICES according to this Memorandum of Understanding will provide NEAFC with scientific information and advice, which is independent and free from political influence and subject to best international quality procedures for research and research based advice. The technical basis for the advice and the process through which it is produced will be transparent and the quality of the technical basis is ensured through internal and external peer review. The geographical scope of the Memorandum of Understanding is the Northeast Atlantic (FAO statistical area 27 excluding the Baltic Sea)
- 2) ICES and NEAFC will consult on ways in which cooperation between them can be further improved and extended. Further improvements may include joint activities, e.g. seminars, symposia or other meetings.
- 3) NEAFC and ICES will work together to arrange for any relevant consolidated data for scientific analysis to be provided to ICES, while ensuring the NEAFC's confidentiality obligations.
 - a) ICES is responsible for quality control of the aggregated data used in assessments and shall decide which data are considered a useful basis for advice. If the quality of landings data cannot be accurately documented, ICES may decide to base its advice exclusively on other types of information such as abundance survey data.
 - b) ICES will explain in the background documentation for the advice which data were used and how and will evaluate data quality and completeness on a stock, country, fleet and data type basis. ICES will also explain both the internal and external quality control procedures used on a stock by stock basis.
- 4) ICES agrees to provide NEAFC with:
 - a) annual standard "recurring" advice on the state and management of the main commercial stocks in the NEAFC convention area listed in Annex 1 and the state of the marine ecosystem according to the form established in Annex 2. In particular, ICES will focus on resources in NEAFC regulatory area as set out in list A in Annex 1;
 - b) "non-recurring advice" as may be agreed between NEAFC and ICES in response to requests from NEAFC;
 - c) the information on which the advice is based (*inter alia*, Expert Group Reports including peer review reports) will be made available to NEAFC following the full ICES review process. Any other relevant reports and journals published by ICES will be made available to NEAFC; and
 - d) the advice should be given in the context of the NEAFC Convention as amended in 2006. NEAFC will when requesting advice specify objectives and guidelines relevant to the formulation of the ICES advice.
- 5) ICES agrees to present the scientific information and advice at NEAFC's Annual Meeting by the Chair of a relevant Advisory group or designate. An ICES professional adviser will also be invited to the meetings.
- 6) The scientific information and advice will be made available immediately after its adoption by ICES. The scientific information and advice will be sent to NEAFC before 20th October.
- 7) According to the Schedule in Annex 3, NEAFC may make extraordinary requests for advice as appropriate.
- 8) In the event that scientific work necessary for ICES to fulfil its obligations under this agreement is not completed, ICES shall inform NEAFC of the nature, detail and consequences of such shortfalls.

Finance

- 9) NEAFC accepts ICES's policy of achieving 100% cost recovery from Member Countries and international client commissions which request ICES to provide information, advice and services. When assessing the contributions to be paid by NEAFC, due account shall be taken of contributions made by ICES Member Countries or other international client commissions of ICES with interests in the same stocks and in the same geographical area.
 - a) against this background, the Parties shall consult and agree on a fixed price for the period of the MoU, regulated in accordance with the official rate of inflation in Denmark.
 - b) revise Annexes 1 and 2 when appropriate;
 - c) determine the cost for evaluation of stocks that are shared with ICES Member Countries or other international client commissions of ICES.
- 10) NEAFC agrees
 - a) to pay-following the procedure in Annex 3-a fixed rate as agreed upon with ICES for "standard" advice (i.e. recurring needs) for the stocks referred to in Annex 1, with an annual increase in accordance with the rate of inflation in Denmark using DKK 1,978,306 (2006 prices) as the base increased in accordance with the rate of inflation in Denmark. The components upon which the ICES costs are calculated are provided in Annex 4;
 - b) to pay 100% of the costs for non-recurring and extraordinary advice on the basis of the costs agreed upon with ICES in accordance with procedures established in Annex 3.
 - c) to invoice NEAFC for payment following the procedure outline in Annex 3;

General Administrative Arrangements

- 11) NEAFC will be entitled to be represented in an observer capacity at the annual Statutory Meeting and Annual Science Conference of ICES. In addition, ICES agrees to the participation of a scientifically qualified representative of NEAFC as an observer at meetings of the Council's Advisory Committees. In that capacity NEAFC's representative will have the right to ask for the floor and participate in meetings, but will have no voting rights nor have freedom to change the meetings' agendas.
- 12) NEAFC and ICES will exchange documents and reports of mutual interest.
- 13) If any dispute should arise between NEAFC and ICES on the interpretation and application of the Agreement, both sides will make their best endeavour to resolve it, if necessary by the involvement of a mutually agreeable arbiter.
- 14) Either NEAFC or ICES may propose amendments to this Agreement. Any such proposal will be made before the end of May, notwithstanding paragraph 14 below. Any change will come into effect at the beginning of the calendar year after both ICES and NEAFC have agreed the change.
- 15) Either NEAFC or ICES may withdraw from this Agreement. Any such withdrawal will be made before the end of May, and will come into effect not before the end of the calendar year following the withdrawal having been decided by either ICES or NEAFC.
- 16) This Memorandum of Understanding will apply following signature by both Parties, and enters into force from 1 January following that signature or at a date agreed by the Parties. After 3 years the MoU may be reviewed on the request of the one of the Parties. It may be terminated by either party with a notification in writing of 1 year. The Parties will meet well in advance of the expiry of this

Memorandum of Understanding to carry out a full review of its terms and operation, and to agree any necessary amendments.

Signed on behalf of the North-East Atlantic Fisheries Commission and the International Council for the Exploration of the Sea:

Date
[Name]
President

Date
[Name]
President

Annex 1: Ecosystems and stocks for which advice is given

Advice is provided regarding marine ecosystems within the geographical scope of this agreement. The particular stocks are those listed below. In the case of the stocks for which a Client Commission has specific responsibility, the primary request to ICES shall be made through that Client Commission.

Advice shall normally be provided for each calendar year. However, for stocks where measurement precision is low compared to the expected magnitude of changes in stock size advice may be provided at intervals greater than each year. For short-lived species and highly seasonal fisheries the timing of the advice shall be adapted as appropriate.

NEAFC Regulated Resources

Pelagic fisheries

STOCK/ SPECIES (COMMON NAME)	FAO CODE	SCIENTIFIC NAME	ICES SUBAREAS AND DIVISIONS
Redfish	REB	Sebastes mentella	I to XIV
Norwegian Spring Spawning Herring (Atlanto Scandian)	HER	Clupea harengus	I, II,V
Blue whiting	WHB	Micromesistius poutassou	IIa, IVa, V, VI, VII, XII, XIV
Mackerel	MAC	Scomber scombrus	IIa, IV, V, VI, VII, XII

Demersal fisheries

STOCK/ SPECIES (COMMON NAME)	FAO CODE	SCIENTIFIC NAME	ICES SUBAREAS AND DIVISIONS
Haddock	HAD	Melanogrammus aeglefinus	VIb

Deep-sea fisheries

STOCK/ SPECIES (COMMON NAME)	FAO CODE	SCIENTIFIC NAME	ICES SUBAREAS AND DIVISIONS
Baird's smoothhead	ALC	Alepocephalus bairdii	I to XIV
Risso's smoothhead	PHD	Alepocephalus rostratus	I to XIV
Blue antimora (Blue hake)	ANT	Antimora rostrata	I to XIV
Black scabbardfish	BSF	Aphanopus carbo	I to XIV
Iceland catshark	API	Apristurus spp	I to XIV
Greater silver smelt	ARG	Argentina silus	I to XIV
Alfonsinos	ALF	Beryx spp.	I to XIV
Tusk	USK	Brosme brosme	I to XIV
Gulper shark	GUP	Centrophorus granulosus	I to XIV
Leafscale gulper shark	GUQ	Centrophorus squamosus	I to XIV
Black dogfish	CFB	Centroscyllium fabricii	I to XIV
Portuguese dogfish	CYO	Centroscymnus coelolepis	I to XIV
Longnose velvet dogfish	CYP	Centroscymnus crepidater	I to XIV
Deep-water red crab	KEF	Chaecon (Geyron) affinis	I to XIV
Rabbit fish (Rattail)	CMO	Chimaera monstrosa	I to XIV
Frilled shark	HXC	Chlamydoselachus anguineus	I to XIV
Conger eel	COE	Conger conger	I to XIV
Roundnose grenadier	RNG	Coryphaenoides rupestris	I to XIV
Kitefin shark	SCK	Dalatias licha	I to XIV
Birdbeak dogfish	DCA	Deania calceus	I to XIV
Black (Deep-water) cardinal fish	EPI	Epigonus telescopus	I to XIV
Greater lanternshark	SHL	Etmopterus princeps	I to XIV
Velvet belly	SHL	Etmopterus spinax	I to XIV
Blackmouth dogfish	SHO	Galeus melastomus	I to XIV
Mouse catshark	GAM	Galeus murinus	I to XIV
Bluemouth (Blue mouth redfish)	BRF	Helicolenus dactylopterus	I to XIV
Blondnose six-gilled shark	SBL	Hexanchus griseus	I to XIV
Orange roughy	ORY	Hoplostethus atlanticus	I to XIV
Silver roughy (Pink)	HPR	Hoplostethus mediterraneus	I to XIV
Large-eyed rabbit fish (Ratfish)	CYH	Hydrolagus mirabilis	I to XIV
Silver scabbard fish (Cutless fish)	SFS	Lepidopus caudatus	I to XIV
Eelpout	ELP	Lycodes esmarkii	I to XIV
Roughhead grenadier (Rough rattail)	RHG	Marcourus berglax	I to XIV

STOCK/ SPECIES (COMMON NAME)	FAO CODE	SCIENTIFIC NAME	ICES SUBAREAS AND DIVISIONS
Blue ling	BLI	Molva dipterygia	I to XIV
Ling	LIN	Molva molva	I to XIV
Common mora	RIB	Mora moro	I to XIV
Sailfin roughshark (Sharpback shark)	OXN	Oxynotus paradoxus	I to XIV
Red (blackspot) seabream	SBR	Pagellus bogaraveo	I to XIV
Forkbeards	GFB	Phycis spp.	I to XIV
Wreckfish	WRF	Polyprion americanus	I to XIV
Round skate	RJY	Raja fyllae	I to XIV
Arctic skate	RJG	Raja hyperboreus	I to XIV
Norwegian skate	JAD	Raja nidarosiensis	I to XIV
Greenland halibut	GHL	Rheinhardtius hippoglossoides	I to XIV
Straightnose rabbitfish	RCT	Rhinochimaera atlantica	I to XIV
Knifetooth dogfish	SYR	Scymnodon ringens	I to XIV
Small redfish (Norway haddock)	SFV	Sebastes viviparus	I to XIV
Greenland shark	GSK	Somniosus microcephalus	I to XIV
Spiny (Deep-sea) Scorpionfish	TJX	Trachyscorpia cristulata	I to XIV

Other species

STOCK (COMMON NAME)	ICES SUBAREAS AND DIVISIONS
Golden redfish	I to XIV
Anglerfish	I to XIV
Capelin	I to XIV
Cod	I to XIV
Hake	I to XIV
Horse mackerel	I to XIV
Saithe	I to XIV
Northern shrimp	I to XIV
Polar cod	I to XIV
Anchovy	I to XIV
Brill	I to XIV
Dab	I to XIV
European Eel	I to XIV
Flounder	I to XIV
Grey Gurnard	I to XIV
Red gurnard	I to XIV
Lemon sole	I to XIV
Megrim	I to XIV
Nephrops	I to XIV
Norway pout	I to XIV
Plaice	I to XIV
Red mullet	I to XIV
Sandeel	I to XIV

Sardine	I to XIV
Sea Bass	I to XIV
Sea Trout	I to XIV
Sole	I to XIV
Sprat	I to XIV
Turbot	I to XIV
Whiting	I to XIV

Annex 2: Recurring advice required from ICES

Recurring advice shall be given in the context of ecosystems and fisheries.

The recurring advice shall include information on the state of marine ecosystems and human impacts including historical developments in main parameters and information on the present state and recent development of stocks. The recurrent advice shall provide information on state of stocks and fisheries including-when available-historical developments in spawning stock biomass, total stock biomass, fishing mortality, landings and discards.

The recurring advice regarding fisheries management will include advice on long term management strategies and short and medium term implications of these as detailed below.

Implementation issues shall be specifically addressed in the advice. Regarding fisheries management advice ICES will evaluate implementation issues and the outcomes of specific management measures. Specifically, when new regulations are introduced ICES shall provide evaluations of these when sufficient information is available.

When IUU (Illegal, Unregulated and Unreported) fishing is indicated to take place ICES will consider the effects on the stocks of such fisheries in the advice.

When providing its advice regarding fisheries ICES shall take account of all available information and the context of fisheries management including information from the fishing industry, ecosystem considerations, environment and hydrographical conditions, regulations in force that affect fisheries, factors affecting fishing operations and information about the fisheries, development of fisheries technology and relevant performance changes and other relevant factors that affect fishing or fish stocks.

Advice from ICES shall in all cases take account of the accuracy and precision of the available assessments and forecasts. Information about the accuracy and precision of assessments and forecasts shall be presented and considered in the advice.

If ICES is aware of implementation problems regarding agreed management plans the advice should highlight this and consider these issues in its advice on short term implications of these management plans.

If agreed management plans or recovery plans exist which ICES does not consider in accordance with the criteria defined in the NEAFC Convention or if no agreed management plans exist, ICES shall advice on management measures (including options for management plans) which ICES finds in accordance with the NEAFC Convention. If significantly different, the advice shall be given separately for a risk avoidance approach, based on the Precautionary Approach, and an MSY approach within the limitations of the Precautionary Approach. The short term implications of such measures shall be provided.

The short term implications will, when adequate data are available, be expressed as quantified consequences of the management measures currently implemented for that stock or fishery. For the management year (or years in the case of multi-annual management regimes), the short term consequences of relevant management measures should be given for relevant intervals of action while reflecting the uncertainties regarding expected outcomes.

In those cases where the uncertainties in the evaluation of outcomes are such that a quantitative distinction between management measures is not possible ICES shall provide quantitative or qualitative information regarding expected outcomes of relevant management measures over intervals of action which reflect the uncertainty in the evaluation. In cases where data are insufficient to provide the basis for quantitative advice ICES shall provide

information on the reasons for this deficiency and advice on management measures which, given the uncertainties, are considered consistent with the NEAFC Convention.

Ecosystem approach

The advice shall be based on an ecosystem approach. This will be implemented incrementally so that any information on the interactions between fisheries, the fish stocks and the marine ecosystem is considered and incorporated in the advice as it becomes available; specifically, taking ecosystem and environmental considerations into account when providing the recurring advice mentioned above, ICES will:

- a) Assess the extent to which fishing disturbs the marine ecosystems and, where reference levels have been established, compare the impact to the reference level chosen.
- b) Provide any new information regarding the impact of fisheries on other components of the ecosystem including small cetaceans and other marine mammals, sea birds and sensitive habitats.
- c) Inform NEAFC of any notable impact of other factors on and imbalances in ecosystem structure that may prejudice the stocks of commercially valuable species and its long term exploitation;
- d) Propose reference points as guidance for management purposes in an ecosystem context.

ICES will in addition give warnings of any serious threats from fishing activities alone or in conjunction with any other relevant activity to local ecosystems or species as soon as ICES is aware of such threats.

Provision of information

In support of its advice ICES shall provide NEAFC with:

- a) A full methodological description of the assessment and advisory procedure for each stock, updated whenever a significant change is made;
- b) Estimates of landings, fishing mortality, recruitment and spawning stock together with information or estimates of the uncertainty with which these parameters are estimated. These data shall be provided electronically;
- c) Estimates of relevant reference points for management;
- d) On request, complete data records used for assessment purposes shall be provided. These data shall be provided electronically;

Such information should be provided whenever significant changes are made or can be detected, but not normally more frequently than implied by the schedule in Annex 3. However, NEAFC should be informed immediately of any new information indicating a previously unforeseen biological emergency.

Annex 3: Schedule of key annual administrative procedures for NEAFC and ICES

A. Schedule for the advice planning, budgeting and payment

November NEAFC formally communicates to ICES an updating of its views and priorities with respect to the contents and timing of recurrent advice concerning the next calendar year to ICES. NEAFC will at the same time inform ICES on any additional “non-recurrent” advice which is requested from its annual meeting.

Mid December: Agreement on budget for the delivery of recurrent advice for the next calendar year. Consultation between ICES and NEAFC to agree the sum budgeted by NEAFC in respect of the non-recurring advice for the current calendar year. Both ICES and NEAFC will seek to conclude an agreement within 30 days of this consultation.

March: Payment by NEAFC for recurrent advice in current calendar year.

April: Review of the costing spreadsheets for Year 1. ICES will make the costing spreadsheets available to NEAFC not less than 15 days before the consultations.

April-May: Consultations regarding the outcomes of last year’s advice and update of current years implementation plan.

B. Schedule for the Provision of Non-recurring Advice

This table specifies the procedures to be undertaken by both Parties when arranging the provision of non-recurring advice.

NEAFC	ICES
1. Requests for advice to be sent by letter or fax to ICES specifying the desired advice and the timescale within which an advice is desired.	2. ICES will respond within 21 days specifying: The nature and extent of the work that can be completed within the specified timeframe; The extent to which the questions posed can be answered; The extent to which the work is of mutual interest and in such case proposal for cost sharing. The additional costs to be recovered from NEAFC.
3. NEAFC will respond within 7 days confirming whether the work is to be undertaken.	4. If so agreed, ICES will deliver the advice according to the agreed timescale.
5. On receipt of the advice, NEAFC will advise ICES within 15 days whether it considers the request has been fulfilled.	6. ICES will prepare a corresponding cost statement concerning the advice which will be presented to NEAFC not less than 15 days before the consultations in April-May detailed below.

Annex 4: Components upon which the ICES costs are calculated

It is the role of the Commissions to formulate policies and management actions for conservation of fisheries and the marine environment, and in order to do so they benefit from scientific advice from ICES. Therefore they accept financial responsibility for ICES' costs of providing this advice, including:

- i) the costs of databases and analyses that are needed in order to prepare advice, but generally would not occur otherwise,
- ii) the preparation, quality assurance and delivery of the advice, and
- iii) salary costs incurred on the chairmanship of an advisory group as a professional post
- iv) salary costs incurred on the quality assurance programme.

On the basis of this recognition, the following costs incurred by ICES are approved for charges to NEAFC:

- 1) costs incurred by ICES (i.e. travel and *per diem*) related to meetings of its Advisory groups in proportion to the time of these meetings spent on NEAFC advice;
- 2) Secretariat staff salaries, including superannuating (with an indication of the number and grades of staff to be involved in the work), regarding preparation for, work during and follow-up after:
 - 2.1) the Advisory group Meetings (*), in proportion to the agreed NEAFC share
 - 2.2) and other recurring needs associated with Study/Working Group Meetings, in proportion to the agreed NEAFC share;
- 3) travelling and subsistence costs of a Chair of an ICES Advisory group (or a designate) or other scientifically-qualified personnel in attending NEAFC's meetings, as stipulated in paragraph 7 of the agreement. The number of these meetings at which ICES shall be represented will be mutually agreed beforehand.
- 4) Costs including postage and packing, of producing the documents required by NEAFC with respect to information and advice;
- 5) Databases: DATRAS database and Statlant 27A database (*);
- 6) Computing costs (*);
- 7) the cost of any work where ICES proposes to employ a consultant or contractor (*);
- 8) other current expenditure (*);
- 9) A stipend for the chair of an ICES Advisory group dealing with fisheries advice
- 10) A contribution to the quality assurance programme including the use of external reviewers, in proportion to the agreed NEAFC share
- 11) Overheads (*). The overhead costs will be calculated by means of an overhead percentage which is applied to the direct salary costs of each different activity mentioned in the ICES Work Programme. Overheads are based on the documented annual costs (e.g. invoices and payments) of running ICES headquarters so that the Secretariat staff may carry out their duties. As these running costs have to be applied in the hours in which the Secretariat staff work for ICES' own work programme, it is deemed reasonable that an equitable share of the running costs are paid for by clients in respect of the requests for information, advice and services that they direct to ICES.

(* In proportion to the agreed NEAFC share legitimately

The overhead percentage is calculated as the ratio between total overhead costs and the total direct salary costs. Included in the overhead costs are the following items:

- a) Capital cost of computing and other capital equipment;
- b) Central financial and personnel administration;
- c) computer system support and maintenance;
- d) a fair share of printing costs
- e) rent of premises;
- f) office expenses including electricity, heating, watchmen, safety and security, cleaning costs, maintenance costs (e.g. photocopier), consumables, postage, telephone and fax, office equipment, insurance, general office maintenance (e.g. painting) and staff education and training.