

**NORTH SEA FULLY  
DOCUMENTED FISHERIES  
(FDF) WITH REMOTE  
ELECTRONIC MONITORING  
(REM) TERMS &  
CONDITIONS 2020**

Future Fisheries Team

MARINE MANAGEMENT ORGANISATION Lancaster House, Hampshire Court, Newcastle, NE4 7YH

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

## **TERMS & CONDITIONS 2020**

### **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), although consideration will be given to non-sector vessels that meet the other criteria.
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 there is already an agreement in place from the previous year.
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**

6. Each vessel will receive additional quota for North Sea cod, saithe, haddock, whiting, turbot and brill from the "Reserve quota", for participating in the scheme. There is also the potential for scientific quota to be made available.
7. 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.
8. Vessels fishing in Norwegian waters must comply with Norwegian discarding rules.

### **Discards and undersize fish**

9. Vessels must not discard any catches of stocks subject to quota unless there is an exemption set out in the relevant legislation, or unless there is a dispensation as detailed below. Quota species discarded under a de-minimis or survival exemption must be recorded in the electronic logbook as a discard.
10. 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.

11. Any legal discarding of juvenile fish species, where a dispensation has been provided, must only take place at the designated discard area and in view of the camera/s covering that area. It must be at the end of each haul and using a methodology agreed by the MMO. Failure to follow this process may lead to the dispensation being revoked.
12. Catches of below Minimum Conservation Reference Size (MCRS) species which are subject to the landing obligation may only be sold for non-direct or non-human consumption purposes.
13. 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 at the end of each haul, and in the landing declarations at the end of the trip.

### **Dispensation to allow discarding of Below MCRS quota Species**

14. Vessels wishing to apply to the MMO to legally discard species below MCRS must do so in writing at the time they apply to participate. A full methodology for the process will be agreed with MMO. They should be able to show that:
  - a) They use selective nets, or other demonstrable fishing adjustments, to increase selectivity and avoidance of juvenile fish. (120mm mesh will no longer be acceptable on its own)
  - b) They can record and account for all discards, and allow for corroboration of amounts, including size verification, by REM systems.
  - c) They will immediately report to the MMO (within 24 hours) of any hauls with high numbers of juvenile fish.
  - d) They will agree to move off fishing grounds immediately where a haul consists of 10% or more of the four species Cod, Haddock, Saithe and Whiting below MCRS.
15. A participating vessel may apply to MMO for a dispensation to discard catches of fish below MCRS. The MMO will only consider applications where the masters and owners agree to sort these fish by species into separate containers, laying the fish on the discards belt at the end of the sorting process to facilitate length measuring. This processing must take place for every haul, in full view of REM cameras and be specified in the VMP.
16. Any fish discarded below MCRS must be fully accounted for in the vessel e-log, in both the fishing activity report (FAR) on a haul by haul basis, and the landing declaration (LAN) after the end of the trip. This will allow corroboration of the data by MMO and ensure the below MCRS fish is recorded as used quota.
17. Failure to comply with any of the above may result in the dispensation being revoked.

## Remote Electronic Monitoring (REM) system

18. The positioning of cameras for the duration of the scheme will be agreed with the fishing vessel master before the commencement of the scheme. This ensures that analysts can monitor the catch handling process to obtain a good assessment of the catch. Cameras must not be moved or altered without prior approval from the MMO in writing. Only personnel authorised by the MMO will be able to carry out repairs and maintenance.
19. Due to the need to corroborate the effectiveness of electronic monitoring, at sea observers may be required access to the vessel from time to time.
20. The sorting and handling of all catches must be carried out in full view of the cameras. The MMO reserves the right to modify the REM system set up, including placing additional sensors and cameras on board participating vessels and/or request alterations to sorting operations in agreement with the master, to allow for effective quantification of catches.
21. The systems must remain switched on at all times regardless of the sea area in which the vessel is operating or its activity.
22. In the event of equipment failure the Master must notify the MMO as soon as they become aware of the failure by email to [ukcatchquota@defra.gov.uk](mailto:ukcatchquota@defra.gov.uk) or by “WhatsApp” on 07824 431320 or 07810 272329. 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 exceptional circumstances, with the prior written permission of the MMO. Early communication of any equipment problems is essential to allow the analyst to corroborate the breakdown when viewing the REM.
23. 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.
24. Masters and crews must:
  - Clean camera domes regularly, at the start of, and during processing, so as to maintain a clear view of operations.
  - An entry should be made in the e-log comments that the camera view is checked prior to each haul, and that all images are clear. The analyst will check these for every haul reviewed.
  - Allow observers on board 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 block the view from REM equipment to the vessel's catch-handling areas;
  - Not handle or discard catch out of the view of REM equipment;
  - Not carry out trans-shipment operations (either receiving or donating catch) with other vessels; and
  - Not make any alterations to catch handling operations, machinery or belts/chutes unless agreed by the MMO and updated in the vessel monitoring plan.
25. The MMO will provide regular feedback to vessel masters on their catch handling procedures to ensure that catches can be monitored easily. This will be by either "WhatsApp" or using a "Feedback Form".
26. The REM system is government property. The master of the fishing vessel must make himself and the vessel available, for a period of up to 3 days within the first month of the scheme to allow installation/upgrade of the monitoring systems. (Depending on the Covid situation, this may be delayed)

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

27. If a participating vessel is transferred to a different administration, that vessel will be removed from the scheme. Reserve quota made available under the FDF scheme will be removed from the vessel's allocation at a "pro-rata" rate, based on the time they have taken part in the scheme in the year.
28. 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, and the cost will be met by the applicant. The remaining FDF quota and terms and conditions of the scheme will transfer to the replacement vessel.
29. Where a vessel changes ownership during the scheme but remains within the English administration, and the previous owner has not transferred the quota onto a replacement vessel, the vessel will be allowed to continue on the scheme at the discretion of the MMO. Unused FDF quota will be deemed to transfer to the new ownership. If the new ownership decides not to continue participation in the scheme the MMO will remove from the relevant PO, reserve quota from the vessel's allocation at a "pro-rata" rate, based on the time they have taken part in the scheme in the year up to the point of transfer.
30. 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.

31. 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. For example, jet washing of cameras can cause damage, and where they have to be replaced due to the effects of this, the MMO must be compensated.
32. Project participants must have sufficient insurance to cover the loss or damage of all parts of the REM system.
33. The MMO must be compensated for any repair or replacement to the REM system where damage or loss has occurred due to negligent acts, as above. The Master will be responsible for ensuring that the REM equipment is fully functioning at all times and must notify the MMO of any breakdown as soon as it happens. They must arrange for any maintenance and repair to the REM system, and ensure that this is completed before returning to sea, using engineers authorised by MMO (Woodson's at present).
34. The MMO may, if necessary, seek civil recovery from the vessel owner of sums associated with the repair or replacement of the REM equipment arising through the wilful or negligent act of the master, crew member, owner or charterer (if any) of the vessel.
35. 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**

36. Data gathered by the REM equipment will be held by the MMO and subject to the relevant provisions of the Data Protection Act 2018.
37. Video, images 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.
38. 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 video footage and catch data) will be protected in accordance with the Data Protection Act 2018.
39. 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.
40. Vessels using the Archipelago V5 system will be issued with an initial hard drive at the start of the scheme, fitted by the MMO or other authorised person (observing social distancing measures due to Covid), so as to ensure the system is working

correctly. At the end of each month the vessel must exchange the hard drive from the system with one held at the Marine Scotland offices in Peterhead, and before the 7<sup>th</sup> day of the following month at the latest. These will be returned to the MMO where the data will be transferred to a secure server for processing. The cleaned drives will be returned to Marine Scotland ready for exchange at the end of the month. Any exception to this must be agreed with the MMO in advance. (This process will be constantly reviewed and will most likely start with a hard drive posted to the vessel, with returns by post. Vessels and owners will be updated regularly.)

Vessels using the Anchorlab REM system do not need to return the hard drive unless requested to do so by the MMO. The sensor and GPS data is uploaded via satellite regularly, with video data uploaded to a server via 4G network when in range.

41. 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.
42. 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.
43. 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**

44. All vessels operating in the scheme must complete a fishing logbook in accordance with article 14 of Council Regulation (EC) 1224/ 2009. All catches (retained sized and retained undersized/ damaged) of stocks subject to the landing obligation must be recorded separately in the logbook. All discards must also be recorded as DIS. In addition to this legal requirement, participating vessels must record their catches at the end of each haul to allow comparisons by an analyst reviewing it. The haul time recorded in the e-log will be the time that the net is brought on board the vessel, and this will be checked against the time on the REM by the analyst conducting the review.
45. Project participants are required to comply with any seasonal and real time closures for the purposes of protecting juvenile or spawning fish.
46. 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**

47. 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.
48. The MMO or other fisheries administrations will inspect vessels in port and at sea as part of their risk-based control regime.
49. Breaches of the scheme will be notified to participants at the earliest opportunity and penalties applied will be taken from the table below, agreed and signed off by a senior independent MMO Official, with any further breaches being investigated by a disciplinary board consisting of the FDF Scheme 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.
50. A vessel taking part in the scheme that wishes to fish in two ICES fishing areas during one trip, will be expected to provide 100% of quality data for the time periods covering the fishing activities in both areas. Failure to provide data that can be used to identify and quantify species caught in each area accurately will result in the MMO re-allocating all of the fish caught back to the area fished for the majority of the trip.

## **Penalties**

51. 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. They will be applied as soon as possible following the discovery of the breach. A range of penalties include:
  - Verbal or written advice
  - Formal written warning
  - Deduction of reserve quota (or deduction from the following year's quota) and/or scientific quota calculated from the table below for each trip where data is partially or totally lost
  - Referral to FDF Quota Board for consideration of removal of all reserve quota (or deduction from the following year's quota) and/or scientific quota

Any administrative penalties will be additional to any penalty received following any criminal enforcement action taken by the MMO.

In the table below, penalties for both first and second breaches will be subject to being agreed by a senior independent MMO Official, with any further breaches being subject to a disciplinary board (except in the case of Category 3 offences).

**Administrative Penalty Levels Table:**

Category 1 Breach	First Breach	Second Breach	Further Breach
Tampering with REM (including interference with power supply)	400kg NS Cod Equivalent for first 24hour then 200kg/day or part day.	800kg NS Cod Equivalent for first 24hour then 300kg/day or part day.	Subject to a Disciplinary Board
Blocking/obscuring view of any camera deliberately.	400kg NS Cod Equivalent for first 24hour then 200kg/day or part day.	800kg NS Cod Equivalent for first 24hour then 300kg/day or part day.	Subject to a Disciplinary Board
Going to sea with non-functioning REM without MMO authorisation (Cameras must always be functioning )	400kg NS Cod Equivalent for first 24hour then 200kg/day or part day.	800kg NS Cod Equivalent for first 24hour then 300kg/day or part day.	Subject to a Disciplinary Board
Failure to notify MMO of equipment failure	400kg NS Cod Equivalent for first 24hour then 200kg/day or part day.	800kg NS Cod Equivalent for first 24hour then 300kg/day or part day.	Subject to a Disciplinary Board
Discarding/handling out of sight of discard camera	400kg NS Cod Equivalent	800kg NS Cod Equivalent	Subject to a Disciplinary Board
Failing to move grounds where juvenile Cod, Haddock, Saithe and Whiting together make up 10% or more of haul	400kg NS Cod Equivalent	800kg NS Cod Equivalent	Subject to a Disciplinary Board
Failure to provide 100% quality data when fishing in two ICES Areas	Re-allocation of all quota to the area fished for the majority of the trip.		
Category 2 Breach	First Breach	Second Breach	Further Breach

Making alterations to catch handling operations without prior notification to MMO	Formal Written Warning	200kg NS Cod Equivalent	Subject to a Disciplinary Board
Failure to record catches on a "haul by haul" basis.	Formal Written Warning	200kg NS Cod Equivalent	Subject to a Disciplinary Board
Category 3 Breach	First Breach	Second Breach	Further Breach
Failure to record the check of cameras prior to haul in the e-log	Verbal/Written Advice	Formal Written Warning	100kg NS Cod Equivalent/Day
Failure to clean camera domes prior to, and during operations so as to maintain a clear image.	Verbal/Written Advice	Formal Written Warning	100kg NS Cod Equivalent/Day
Jet washing of cameras	Verbal/Written Advice	Formal Written Warning	100kg NS Cod Equivalent/Event
Failure to exchange hard drive at the Marine Scotland offices in Peterhead by 7 <sup>th</sup> day of the month.	Verbal/Written Advice	Formal Written Warning	100kg NS Cod Equivalent

52. Where a breakdown occurs and is reported to MMO, but this breakdown is repeated and results in the loss of data, this will be referred for investigation and possible penalty. The vessel master will be required to provide evidence to show that the breakdown was genuine.
53. 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.
54. Any quota penalty applied following a breach of the terms and conditions as described above, and shown in the table of penalties, will be distributed back to holders of Fixed Quota Allocations (FQA's), with the exception of holdings for the vessel concerned.
55. 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 required to make a transfer in the following year.

56. 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 with the General Data Protection Regulation 2018.

### **Change of scheme rules**

57. 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.

MMO Future Fisheries Team

May 2020

*Covid-19: The MMO will follow all government guidance on working arrangements whilst the country deals with the Covid outbreak.*

*Visits to vessels by Woodson's engineers will be made while they fully observe social distancing measures and they will attend wearing face mask and gloves. They will not work in any areas when crew members are present.*

*Some areas of the terms and conditions above may be subject to change as the situation develops, and the MMO will keep participants informed at all times of any changes proposed.*

## REMOTE ELECTRONIC MONITORING ONBOARD ENGLISH FISHING VESSELS

### DUTY OF CARE CODE 2020

1. MMO, or their representative, will fit cameras and sensors to the vessel. The Master and crew will not interfere with the 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 must make regular visual checks, and at the start of each haul, of the wheelhouse REM Screen to ensure that all cameras are working correctly and with clear images, noting the check in the e-log comments for that haul. This will be checked by the analyst reviewing it. In the event of a camera failure, this must be reported to the MMO immediately using the contact details
5. The Master must ensure that cameras are not cleaned using jet washing equipment. Any costs related to the repair of cameras following jet washing will be met by the vessel owners.
6. The Master must ensure that there is no interference with, damage or disruption to the camera or footage.
7. The Master will be expected to return the Hard Drive to the nearest Marine Scotland office from the vessel on the first day of each month or, if at sea at the time, at the first opportunity on arrival into port after that date, but prior to the 7<sup>th</sup> day of the following month, so that the hard drive can reach the MMO by no later than the 15<sup>th</sup> day of each month. The hard drives will be exchanged on a one for one basis. The MMO may request the return of a hard drive from a specific vessel at any other time. The master must always keep all hard drives securely on board the vessel, or until sent to the MMO. (Subject to change due to Covid)
8. If the vessel is landing abroad or outside a port with a nearby post 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, WhatsApp or telephone using the contact details below:
10. The Master will be responsible for ensuring that the REM equipment is always fully functioning and must notify the MMO of any breakdown as soon as it happens. They must arrange for any maintenance and repair to the REM system, and ensure that this is completed before returning to sea, using engineers authorised by MMO (Woodson's at present).

11. Engineers will endeavour to resolve any technical problems promptly on the vessel's return to port. Early notification of technical failures will expedite that process.
12. Where a system is down completely, that is, no recording of data is taking place, the MMO may allow a vessel to sail. Where this is the case, written permission must be received prior to sailing. If a complete system failure occurs, this should be reported as soon as possible to the MMO as above.

Email: [ukcatchquota@defra.gov.uk](mailto:ukcatchquota@defra.gov.uk)

Telephone: 02080 265 095 or 07824 431320 (WhatsApp), or 07810 272329 (WhatsApp)