



WP7 : Common management, Procedures and Protocols

GENERAL GUIDELINES

Report on MariFish D-7.1
Maurice Heral & Sophie Sergent
Ifremer

Introduction :

MariFish work package 7 is looking at increasing multinational cooperation at a regional scale and aims to consider regional focus and/or topical thematic issues.

Under Work Package 7, following the task and the recommendations of the WP6, partners have identified common research themes or geographical areas of interest.

Each of the 5 collaborative projects contributes to develop the **Ecosystem based approach for fisheries management**.

- I. Fast track process with the Channel regional studies on spatial characterization and contribution to the management of fishing effects
 - II. In Athens (WPMG 3), three thematic subjects have been identified of:
 - Reduction of by-catch and discards
 - Influence of climate change on fish biology and population dynamics
 - Managing fisheries within an ecosystem
- ⇒ 1 regional Med programme

WP7 has developed a general guidelines to set out the management, the practices and procedures for working together and for developing extensive cooperation between the partners.

Adopted by the WPMG in Athens and by the partners agreeing to participate in the pilot programs, the general guidelines lists the purposes, the basic principles, the common management procedures, the funding model and the protocols of the regional or thematic scheme:

Purposes:

- specification by the funding agencies of their requirements and priorities for research,
- identification of existing programmes and the planned programmes **for the next four years by the different national institutes**, to answer to the funding agencies,
- develop conceptual and innovative approach on Ecosystem Approach of Fisheries,
- building of a common, comprehensive, multinational programme in the area or in a discipline to increase cooperation to increase cooperation and to fill the main gaps based on the priorities of partners and the available opportunities to collaborate.

Basis principles:

The principles of the collaboration are the common interest of the MariFish Partners in combining national funded programmes in order to:

- **develop innovative concepts**, avoid duplication and share expertise,
- **contribute to the management of the same ecosystem with the same fish and shellfish stocks**,
- **increase scientific cooperation by** : sharing the knowledge, the data's, scientific campaign – mutual use of the facilities and instruments of each partners,
- **exchange respective expertise in personnel** (junior and senior scientists and technical expert).

Funding Model

- **WP7 is funded by national programmes**
 - the cooperation is the junction of each national programme funded by national states,
 - the MariFish Partners identify the national marine research organizations which will contribute to common research programmes through studies and expert assessments,
 - MariFish WP7 funds will be available in order to develop cooperation, to carry out the project meetings, to communicate regularly, to maintain systems, to exchange students etc as appropriate,
 - to develop the cooperative programme, extra-financial contribution could be applied for funding at various regional, national, European and international institutions:
 - ✓ to complete the programmes and fill the gaps,
 - ✓ to increase collaboration through increase and exchange manpower
- **These collaborative projects have no duty to conduct a joint call for new research.**

Depending on requirements, the MariFish Partners accept the principle of specific funding to maintain the programme that may be proposed by the management committee, to fund collaborative activities and possibly to propose research topics for thesis, post-doctorate or employment contract, and funding workshop facilities.

This funding provided for joint research would involve the ‘juste retour’ principle whereby funding is provided to the research organization of the origin country.

Management procedures

Each collaborative project is led by a task leader:

- 1- Regional Channel programme: FRANCE (Ifremer)
- 2- Regional Mediterranean programme: GREECE (HCMR)
- 3- Theme “Reduction of by-catch and discards”: UK (DEFRA)
- 4- Theme “Influence of climate change on fish biology and population dynamics”: SPAIN (IEO)
- 5- Theme “Managing fisheries within an ecosystem” : IRELAND (MI)

For each programme, a **Joint Management Committee and a Scientific Committee** are being set up.

☞ Joint Management Committee composed of 2 nominated representatives from each partners of the programme (*1 manager and 1 scientist*)

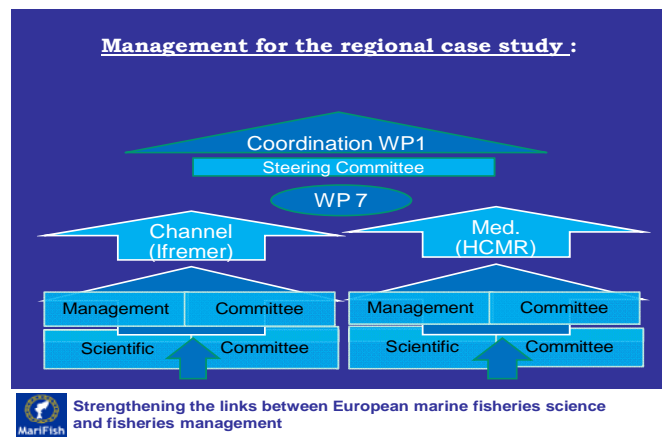
- **Responsible for the coordination of the cooperation including** :
 - inventory of the national programmes and associated budget at the national level
 - identify common approaches
 - endorse methodology proposed by the Scientific Committee facilitate access to data
 - encourage exchange of facilities used by each research group

The committee shall ensure that the scientific planned programme is working efficiently. The costs of such meetings will be covered by MariFish funding as far as possible, and by national funding in the event of any shortfall and after MariFish terminates.

- ☞ Scientific Committee composed of up to 2 or 3 scientists (nominated representatives from each partner of the programme). The scientific committee is an operational committee. It is not a classical committee as to be operational needs to be in charge of and in the projects:
 - **Charged with elaborating detailed plans for the cooperation including :** - project goals, tasks, delivery calendar, - facilitate access to large infrastructure, - setting out action plans for interaction and partnership, - budgetary requirement, - description of staff involved and their roles in each project to enable exchanges of staff (including a protocol for the exchange of human resources and a list of potential research topics for student exchanges), - reporting.

The Scientific Committee reports to the Joint Management Committee and, when its output is agreed, will implement the cooperation between projects within the overall programme. The Scientific Committee reports on the progress function of the time table.

The Scientific Committee will meet as needed, and the costs of such meetings will be covered by MariFish funding as far as possible, and by national funding in the event of any shortfall and after MariFish terminates.



Ex : Regional programme

Review and evaluation procedure to evaluate the excellence of MariFish research

The projects and overall programme will be evaluated by independent Scientific experts nominated by the Joint Management Committee with 3 sets of criteria: (1) the scientific aspects (2) the project management (3) the EU MariFish added value and mainly to ensure complementarities between national projects, to achieve the programme's thematic and regional goals and to issue a "label of excellence MariFish".

The result of the review is presented during a session involving the partners and the main investigators. A mid-term review may be considered, and a final evaluation must take place about three months before the official termination of the MariFish project in 2011.

Dessemination of the results

- all the production of the programme mention that it is coordinated by MariFish
- results must be published in the best international journals
- it will be expected to publish a synthetic book with all the results obtained in each regional area or thematic programme
- results must be presented to the managers and the stakeholder with relevant supports (leaflets, brochure), in relation with the WP1

Protocols

↪ **All these general guidelines (purposes, principles, funding model, management, review and evaluation, dissemination of the results), approved by the steering group, are included in specific Memorandum of Understanding (MoU) for each of the five collaborative projects.**

↪ **Specific clauses were inserted such as:**

Intellectual Property Rights

The ownership, protection, use, dissemination and access rights relating to knowledge arising from this collaborative programme are as set out in PART C “Intellectual Property Rights” of ANNEX II “General Conditions” of the MariFish Contract, No 025989 (ERAC).

Confidentiality and publication

In the framework of the MoU the Partners undertake to apply the provisions relating to confidentiality and publication defined in Article 9 “Confidentiality and Publication” of the MariFish Consortium Agreement dated 5 December 2005.

Miscellaneous provisions

Entire agreement:

The MoU, the Consortium Agreement, the EC Contract and any subsequent when such apply, addendum and any complementary contract(s), shall constitute the entire agreement among the Partners in respect of MariFish, and supersede all previous negotiations, commitments and documents concerning MariFish.

Controlling provisions:

In case of inconsistencies between the contractual provisions signed by the Partners in connection with this Project, the provisions of the EC Contract and Consortium agreement shall prevail over those of the MoU, which shall themselves prevail over any special contract or agreement signed for its application.

Language:

The MoU is drawn up in the English language, which shall govern all documents, notices and meetings, for its application and/or extension or in any other way relative thereto.

Settlement of disputes:

All disputes or differences arising from the MoU which cannot be amicably resolved by the Joint Management Committee shall be submitted to the MariFish Steering Committee for arbitration and resolution.

Amendments:

Amendments or changes to the MoU shall be valid only if made in writing and signed by any and all of the Partners.

General provisions relating to termination:

The provisions of the MoU relating to liability, confidentiality, intellectual property rights and publications shall survive the term or termination of the MoU for any reason whatsoever to the extent needed to enable the Partners to pursue the rights and remedies provided for therein.

For the avoidance of doubt, termination or withdrawal shall not affect any rights or obligations incurred prior to the date of the termination.

↪ **The following clauses are specific to each case study :**

Partnerships of the MoU

- **All the MariFish members that are identified as Partners in the MoU** have a major interest in fishing activities in the area or in the management and development of a thematic collaborative research programme,

Inclusion of new partners:

- Other MariFish members that have an interest in fishing activity in the area or in developing the thematic concept and its management application, can participate in the study for data exchange (sign the MoU if they wish), **as Partners**,
- Other MariFish members that have an interest in the development of the concept of regional collaboration (sign the MoU), **as Observers**.
- Other Countries, not members of MariFish, developing fishing research programme in the area, are encouraged to participate in the study (sign the MoU if they wish), **as Associated Partners**.

Definition of the topic or theme: *the details are specified in Annex of each MoU*

Geographic area: *depending of the regional focus and/or thematic issues*

Duration and renewal

The MoU remains in force for the duration of four years or for the duration of the collaborative programme (which could be longer than MariFish life), unless terminated by a Partner, giving the other Partners at least six months written advance notice of its intention to terminate its adherence to the MoU.

The MoU may be extended or amended by mutual agreement of the Partners.