



Memorandum of Understanding for a collaborative MariFish project :

**“Towards adopting an ecosystem based approach for fisheries management
in the Channel : spatial characterization and contribution to the management
of fishing effects”**

January 2008

WORK PACKAGE 7. IMPLEMENTATION

Prepare and commission shared research programmes

Réf Ifremer n°07/1216857

Between :

- **The MariFish members that are interested in the management and development of a common research programme via the Channel regional case study are : Belgium, U.K. (Defra), France, and Netherlands :**
 - Agriculture and Fisheries Department/ Institute for Agricultural and Fisheries Research (ILVO/LV), Belgium
and,
 - Department for Environment Food and Rural Affairs (DEFRA), UK
and,
 - French Research Institute for Exploitation of the Sea (Ifremer), France
and,
 - Ministry of Agriculture, Nature and Food Quality, Policy Department of Fisheries (LNV), The Netherlands

referred to hereinafter as «the Partners».

- The following MariFish members are interested in the development of the concept and in further regional application :
 - Ministry of Development, General Secretariat for Research and Technology (GSRT), Greece
 - Marine Institute (MI), Ireland
 - The Ministry of Education and Science (MEC/IEO), Spain

referred to as «the Observers».

- Other MariFish members could be associated later if they are requested to be partners or observers.

This MoU is a mutual statement of intention among the Partners. It is not intended to be, and shall not constitute in any way, a binding or legal agreement, or impose any legal obligation or duty on any Partner. But the Partners agree to make all reasonable efforts to fulfil their intentions herein.

Preamble

The ERA-NET scheme is an innovative component of the European Union's Sixth Framework Programme providing funding to improve the cooperation and coordination of national research activities and thus strengthen the European Research Area (ERA).

Supported under the ERA-Net scheme, the MariFish network began its activities in January 2006. Members of the network aim to strengthen the links between European marine fisheries science and fisheries management.

MariFish work package 7 is looking at increasing multinational cooperation at a regional scale and aims to consider regional and/or topical thematic issues. The MariFish Steering Committee has decided that a fast track approach will be tested and agreed upon thus the ecosystem based approach in the Channel is a candidate for this fast track approach.

1 - Purposes

The purpose of this Memorandum of Understanding, hereafter called MoU, are to facilitate:

- the identification of existing programmes and the planned programmes for **the next four years** by the different national institutes,
- the specification by the funding agencies of their requirements and priorities for research,
- the building of a common, comprehensive, multinational programme in this area to increase cooperation and to fill the main gaps based on the priorities of participants and the available opportunities to collaborate,
as described in annex 2,

This MoU also establishes the nature of the agreed collaboration in terms of resources shared and practical interactions between project participants.

2 -Geographical area

This MoU relates to the ecosystem approach of fisheries management in the "Channel", area limited in the north by the south of the North Sea and on the west by the Celtic Sea.

3- Commitments of participants

- 3.1** All the Marifish members that are identified as Partners in this MoU have a major interest in fishing activities in the area and have signed this MoU,
- 3.2** Other Marifish members that have a interest in fishing activity in the Channel area can participate in this study for data exchange and sign this MoU if they wish, as Partners,
- 3.3** Those other MariFish members that are identified as observers are interested in the development of the concept of regional collaboration and have signed this MoU. They may attend the Scientific Committee and the Joint Management Committee, as observers.

4- Principles

The principles of this MoU are the common interest of the Partners in combining national programmes in the Channel in order to :

- Develop innovative concepts :
 - avoid duplication,
 - share expertise,
- contribute to the management of the same ecosystem with the same fish and shellfish stocks.
- Increase scientific cooperation by :
 - exchanging information on the national priorities, on a regular basis and through appropriate tools,
 - mutual use of the facilities and instruments of each partner,
 - sharing the knowledge, the data, scientific cruises,
 - organizing workshops and symposia on topics of mutual interest.
- Exchange respective expertise in personnel including junior and senior scientists and technical experts.

The Partners have identified the national marine research organizations which will contribute to common research programmes through studies and expert assessments.

(referred as «the Operators» in annex 1.).

The Partners agree that funds will be made available in order to develop cooperation, to carry out the project meetings, to communicate regularly, to maintain systems, to exchange students etc as appropriate. Partners can contribute either financially or through the provision of infrastructures and/or resources.

Depending on requirements, the Partners accept the principle of a call 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.

5- Procedures

5.1. Defining the topic

The Partners intend to develop a joint regional programme on the following topic :

“Towards adopting an ecosystem based approach for fisheries management in the Channel : spatial characterization and contribution to the management of fishing effects”
(details are specified in annex 2.).

5.2. Management for the “Channel” regional case study

5.2.1 Joint Management Committee

The Partners agree on the creation of a Joint Management Committee to be chaired by Ifremer, as workpackage 7 leader.

This Committee is composed of two nominated representatives from each Partner *(1 manager and 1 scientist)*.

The Joint Management Committee will be responsible for the coordination of the cooperation between the national programmes, and for the practical implementation of the MoU 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,
- adapt a common approach to :
 - the publication of research results,
 - the ownership of research output or possible intellectual or economic benefits (*in agreement with the rule 9 of this MoU*),
- develop procedures for exchange human resources between the different partners,
- monitor progress of the projects.

The members of the Joint Management Committee are assisted by Ifremer administration.

The Observers may attend the Joint Management Committee on invitation.

Ifremer, as workpackage 7 leader, shall bear all the operating costs of the Joint Management Committee until January 16, 2011. From January 16, 2011, each Partner shall bear all the costs for its participation in the Joint Management Committee.

5.2.2 Scientific Committee

The Joint Management Committee agrees to the creation of a Scientific Committee to be chaired by Ifremer, as workpackage 7 leader.

This Committee is composed up to three scientists (nominated representatives) from each Partner.

The Scientific Committee will be charged with elaborating detailed plans for the Channel project 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 profile for exchange human resources & Research topics for student exchanges),
- reporting.

The Scientific Committee reports to the Joint Management Committee and after its agreement, the scientific Committee will implement the cooperation.

If necessary, the Scientific Committee will advise the Joint Management Committee on the scope and the content of any gaps which could be filled by a common call.

In any publication relating to this regional programme the coordination role of MariFish will be acknowledged.

The Scientific Committee will meet two times a year.

The Observers may attend the Scientific Committee on invitation.

Ifremer, as workpackage leader of work package 7, shall bear all the operating costs of the Scientific Committee until January 16, 2011. From January 16, 2011, each Partner shall bear all the costs for its participation in the Scientific Committee.

If extra meetings of the Scientific Committee are requested, these meetings will be in that case covered by the national expenses.

6 - Evaluation procedure

The projects and overall programme initiative shall be evaluated during a session involving investigators, Partners representatives and Scientific experts nominated by the Joint Management Committee, mainly to ensure complementary between national programs, to achieve the regional project goals and to be endorsed by MariFish which can help the national team to attract funds and research staff.

A mid-term review may also be considered, and a final review of the programme will be undertaken.

7 - Funding Model

Each Partner will apply for funding at various regional, national, european and international institutions.

If necessary, under the MariFish Work Package 7, the funding provided for joint calls would involve the 'juste retour' principle whereby funding is provided to the research organisation of the origin country.

8 - Duration - Renewal

This MoU shall enter into force on the date of signature. It shall remain in force for four years, unless terminated by the individual Partners giving other Partners at least six months written advance notice of its intention to terminate this MoU.

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

9. Exploitation of results of projects and overall programme initiative

In the event of any industrial or commercial use of the results (data, mapping, software) from one project conducted under this MoU, the Partners in the area involved shall decide, in a separate agreement, on the way of exploiting said results and of sharing the royalties. The share of each of the Partners involved in the development of the results shall be defined proportionally to the resources implemented by each, whether human, financial or material.

10- Confidentiality – publication

The Partners undertake in the framework of this MoU to apply the provisions relating to confidentiality and publication publications defined in the consortium agreement concluded between the partners concluded on the 5 December 2005.

11. Miscellaneous provisions

11.1. Entire agreement

This 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 to MariFish, and supersede all previous negotiations, commitments and documents concerning MariFish.

11.2. 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 this MoU, which shall themselves prevail over any special contract or agreement signed for its application.

11.3. Language

This 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.

11.4. Settlement of disputes

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

11.5. Amendments

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

11.6. General provisions relating to termination

The provisions of this MoU relating to liability, confidentiality, intellectual property rights and publications shall survive the term or termination of this 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 Partners” :

Signed on behalf of :
**Agriculture and Fisheries Department/
Institute for Agricultural and Fisheries
Research (ILVO/LV), Belgium**
Signature :

Name :
Date :

Signed on behalf of :
**Department for Environment Food and
Rural Affairs (DEFRA), Great Britain**

Signature :

Name :
Date :

Signed on behalf of :
**French Research Institute for
Exploitation of the Sea (IFREMER),
France**

Signature :

Name :
Date :

Signed on behalf of :
**Ministry of Agriculture, Nature and
Food Quality, Policy Department of
Fisheries (LNV), The Netherlands**

Signature :

Name :
Date :

“The Observers” :

Signed on behalf of :
**Ministry of Development, General
Secretariat for Research and
Technology (GSRT), Greece**
Signature :

Name :
Date :

Signed on behalf of :
**The Ministry of Education and Science
(MEC/IEO), Spain**

Signature :

Name :
Date :

Signed on behalf of :
**Marine Institute (MI),
Ireland**

Signature :

Name :
Date :

Annex 1.

The following National Institutes are concerned by the implementation of the projects :

- Institute for Agricultural and Fisheries Research (ILVO), Belgium
- Centre for Environment, Fisheries & Aquaculture Science (CEFAS), UK
- French Research Institute for Exploitation of the Sea (IFREMER), France
- Institute for Marine Resources & Ecosystem Studies (IMARES), The Netherlands

referred as «the Operators».

Annex 2.

The Partners intend to develop a joint regional programme titled : **“Towards adopting an ecosystem based approach for fisheries management in the Channel : spatial characterization and contribution to the management of fishing effects”**

The overall objective will be to identify the fishing effects on the Channel ecosystem and to propose possible management actions.

General context and possible project scope :

This impact of fishing may be compared with some other anthropogenic impacts such as gravel extraction or global change effects on the communities in this area. Alternative strategies may be studied to mitigate the eventual detrimental effects of some fishing gears and management schemes with different scenarios will be proposed to the fishing managers.

The programme will be focused on the habitat mapping and the effects of the fishing activities on the structure of the benthic communities. Some of the following extensive lists of potential actions may be included in the project :

- description on the physical characteristics of the seafloor, mapping geological structures as well bathymetry and hydro dynamical characteristics,
- description and analysis of the benthic fauna and flora, identification of biodiversity indicators,
- identification of the fishing grounds, spawning and nurseries for the different fish and shellfish populations,
- characterization of the different métiers with spatial components and timetable of their activities and nature of the gears through access to the log book and VMS data,
- report all the informations on a GIS system,
- analyse the impact of each métier/gear through experimental observations, associated with different protocols such as sampling ,video ... and experimental impacts of gears in dedicated tanks,
- couple all the information to classify the impacts of each métier function of different ecosystems,
- develop technological studies to decrease the impacts of the gear on the different ecosystems,
- develop experimental studies on sea with fishermen to decrease the fishing pressure on target species and some stage such as juveniles,
- test with fishermen the improvement of more “green” gear to decrease their effects on the ecosystems,
- analysis of the economical data collected by the DCR for each métier,
- propose to the national managers and to DG fish alternative scenarios of sustainable fisheries management function of the biological status of each stock, function of the environmental impacts of the different métiers and also function of the economical and sociological characteristics of these activities.

This extensive list of actions needs to be developed to reach the general objectives of the programme. The work will be shared between the different partners. Partners their are unlikely to be able to address this extensive programme on their own, which is why this regional collaborative project has been adopted by MariFish.

---Annex 2.---

The following research actions will be addressed within the project. Each partner will contribute to their achievement and each action will be lead by a specific Partner.

- France :
 1. Characterization of habitat based on existing data
- Netherlands :
 2. Modelling the ecosystem impacts of mixed demersal fisheries (PhD project)
- UK (Defra) :
 3. Impacts of fishing and management actions on habitats and food webs
 4. Socioeconomic effects of management actions
- Belgium :
 5. Mitigating ecosystem effects through gear modifications
- Further action needed :
 6. International compilation of VMS data at the metier scale

Tentative time schedule :

February 2008 : each Partners will deliver a short (1 page, e-mail) description of the plans describe above (1-5) to Ifremer administration (WP7), addressing : (1) title, (2) description of the work, (3) people involved, (4) contact person, (5) bulletpoints of other relevant projects (including timescales and contact person) and datasets available.

Summer/Fall 2008 : a meeting will be held to further discuss cooperation and data exchange.

This extensive list of actions need to be developed to reach the general objectives of the programme, but the work will be shared between the different Partners and it is obvious that any membership has the availability to develop alone this extensive programme, it is the reason why, this regional MariFish programme is developed y sharing the works, increasing data exchanges and knowledge between the different Partners.