



Cefas ref: CPA-486



Memorandum of Understanding

Strategic Partnership Agreement

This Memorandum of Understanding (MoU) dated 17/10/2023 is made between:

Scottish Pelagic Fishermen's Association Ltd (SPFA)
of
Heritage House, 135-139 Shore Street, Fraserburgh, Aberdeenshire, AB34 9BP

and

THE SECRETARY OF STATE FOR ENVIRONMENT, FOOD AND RURAL AFFAIRS of Seacole Building, 2 Marsham Street, London, SW1P 4DF, acting through the **Centre for Environment Fisheries and Aquaculture Science (Cefas)**
of
Pakefield Road, Lowestoft, NR33 OHT

Hereinafter referred together as the Participants
Scottish Pelagic Fishermen's Association Ltd (SPFA) is a member association comprised of 22 pelagic vessel owner/operators. Twenty vessels are based in Scottish ports: Fraserburgh, Peterhead and Shetland. Two vessels are based in Northern Ireland. The SPFA promotes and protects the interests of the Scottish pelagic fishing fleet in the management and science on pelagic stocks.

Centre for Environment Fisheries and Aquaculture Science (Cefas) is an agency of Defra (the Government's Department of Environment, Food and Rural Affairs) and world leading experts in marine and freshwater science. We help keep our seas, oceans and rivers healthy and productive and our seafood safe and sustainable, by providing data and advice to Government and our overseas partners.

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1. Purpose of the MoU

To outline how the SPFA and Cefas will work together to maximise the benefits of our mutual interests on scientific surveys, stock assessment and ecological research of pelagic stocks and its application to fisheries management.

2. Scope

The MoU covers:

- **Knowledge sharing on pelagic science issues and priorities** - so that options on how the industry and Cefas can work together to address them can be considered.
- **Identifying and developing new collaborative research** – engaging in research initiatives that are consistent and mutually beneficial with respect to SPFA Science Plan and Cefas Science strategy.
- **Collaboration on the development of surveys for pelagic fish stocks** - defining priorities, design and development of surveys.
- **Joint planning of scientific surveys using industry vessels** – to support the UK commitment as a coastal state to undertake scientific surveys where a SPFA vessel may be required as a research platform.
- **Fostering continuous improvement in pelagic fish stock assessment** – application of new data, knowledge and development of future methods.

3. Expectations and Benefits

Why establish a science partnership agreement?

The MoU provides a way to demonstrate our commitment to building a strong working relationship between the pelagic industry and Cefas, by clarifying why and how we intend to collaborate. In doing so, it seeks to make transparent what each is putting in, what each is getting out, and the timeframe; providing a tool to help evaluate how the partnership is working and to safeguard the partnership by ensuring orderly transitions through any staff changes. It is also an outward demonstration of the commitment the pelagic industry is making to professional scientific collaboration.

What the partnership means (and what it does not mean)

A MoU is not a legally binding document. It is a statement of serious intent – agreed voluntarily by equal partners – of the commitment, resources, and other considerations that each of the parties will bring. It has moral force, but does not create legal obligations, so that the partners are free to evolve their working relationships as appropriate.

The Participants may from time to time identify and scope specific projects and activities and other forms of collaboration within the scope of this MoU, together with relevant tasks, outcomes, resources and funding arrangements, such activity will be described in a separate legally binding “Project Agreement”.

4. The Working Relationship

Without prejudice to their regular informal exchanges and communications between their members of staff, the Participants may hold consultations (including formal review meetings) to co-ordinate areas falling within the scope of this MoU. The venue, date and agenda related to each individual meeting will be decided by mutual consent and each Participant will be responsible for any costs it incurs. Specific funding for individual activities and projects (if any) may be decided on an ad hoc basis by the mechanism detailed in the following paragraphs.

Whenever more than the exchange of technical information or visits of individuals is contemplated, such activity will be described in a Project Agreement which will set forth, in terms appropriate to the activity, a work plan, staffing requirements, cost estimates, funding sources, and other undertakings, obligations, or provisions not included in this MoU. Please note as Cefas is a UK Government organisation, any potential arrangements to provide funding will be subject to relevant procurement regulations. In the case of any inconsistency between the provisions of this MoU and the terms of a Project Agreement, the terms of the Project Agreement will take precedence.

In the absence of any agreement or understanding to the contrary, the Participants intend that they will at all times be liable for their own costs, losses and expenses of or relating to their participation in this MoU or any activities or projects undertaken pursuant to this MoU. This MoU does not create any commitment or right to reimbursement or compensation of any kind from either Participant in favour of the other or their respective members of staff or of any third party.

Nothing in this MoU prevents either Participant providing or arranging funding from its own- or third-party resources whether or not pursuant to the scope of this MoU. Activities developed under this working relationship will be detailed in Annex A, a first draft of which is appended to this MoU. Annex A defines the objectives of each activity, how it relates to the scope of the MoU and where relevant, information on financial resourcing arrangements, timescales, management, impact plans, peer review and monitoring, and evaluation processes. Annex A will be reviewed and updated on an annual basis.

5. Management of the Partnership

The MoU will be effective from the date of last signature and last for 5 years, with a formal review and revision (if deemed necessary) thereafter. If any changes are considered needed by both parties beforehand, these will be agreed in writing and the MoU updated accordingly.

Partners can withdraw from the MoU at any time should it no longer be considered necessary or mutually beneficial.

The partnership will be managed jointly by the Points of Contact named in section 6.

For the avoidance of doubt, nothing in this MoU will be construed so as to create a partnership or joint venture between the Participants or have the effect of making any member of staff of either Participant an employee or servant of the other Participant.

Neither of the Participants will act or describe itself as the agent of the other, nor will it make or represent that it has authority to make any commitments on the other's behalf or, in either case, allow its members of staff to do so.

The Participants will ensure that any activities implemented under this MoU will be in accordance with the laws and regulations applicable to each of the Participants. Where this refers to Safeguarding, participants are expected to, as a minimum agree to UK Safeguarding Strategy Commitments and apply Inter-Agency Standing Committee (IASC) Six Core Principles and IASC Minimum Standards.

The Participants each acknowledge that they may have access to each other's confidential information. They will each treat such information as confidential and not disclose it to any other person without the other's consent, except to the extent necessary for the purposes of implementing this MoU and/or under any arrangements which both Participants have mutually decided by reference to this MoU or by operation of law.

The Participants will continue to observe the confidentiality provisions in this section even after this MoU or the arrangements recorded in this MoU or implemented by reference to it are for any reason no longer in operation.

All publicity stemming from this MoU or the activities implemented pursuant to it will be decided by the Participants. Any publicity outside of this will be agreed separately between the Participants, including any response to media enquiries.

The Participants will work collaboratively to resolve any disagreement arising in respect of this MoU which cannot be resolved amicably by consultation or negotiation. If they cannot resolve it, the matter will be passed to the relevant Chief Executive Officers who will jointly, either personally or through delegated responsibility, review the issues and agree a way forward.

6. Points of Contact

Scottish Pelagic Fishermen's Association

Dr Steven Mackinson, Chief Scientific Officer. steve.mackinson@scottishpelagic.co.uk

Phone: 07450 683963

Cefas

Dr Richard D.M. Nash, Principal Scientist Marine Fisheries richard.nash@cefass.gov.uk

Phone: 01502 526202/07741 589888

7. Signatures

This Memorandum of Understanding is signed by the Participants:

The Scottish Pelagic Fishermen's Association

Signed

DocuSigned by:
Ian Gatt
32C5827817864F1...

**Centre for Environment Fisheries and
Aquaculture Science**

Signed

DocuSigned by:
N.H.
C4AB4740F4344E4...

Ian Gatt, Chief Executive
Scottish Pelagic Fishermen's Association

Date: 17/10/2023

Neil Hornby, Chief Executive
Cefas

Date: 17/10/2023

Annex A. Partnership Workplan (draft. September 2023)

Short-term (1-2 years)

Objective 1. Plan and execute the UK participation in the Atlanto-Scandian acoustic survey (International Ecosystem Survey in the Nordic Seas IESNS) utilising a commercial fishing vessel as the survey platform.

Objective 2. Work collaboratively towards initiating acoustic surveys for mackerel in the winter period (October/November and January) utilising industry knowledge and involvement in the delivery of the survey(s).

Objective 3. Co-operate on the development and implementation of a UK-based mackerel tagging (using Radio Frequency Identity tags) programme to complement the current Norwegian tagging programme to address questions on the distribution and migration of mackerel.

Objective 4. Collaborate on the development and implementation methods for integrate scientific data streams from catching at sea through primary processing at factories.

Objective 5. Undertake annual meetings to discuss industry and Cefas/Defra strategic priorities and policy needs with respect to science research programmes. Identify further areas where the science can be enhanced with a science/industry collaboration.

Medium-term (3-5 years)

Objective 6. Design and execute sample collection to identify the stock structure and to study life history traits of relevant pelagic stocks.

Objective 7. Identify opportunities for developing spatially explicit stock assessment model for pelagic fish, utilising spatial data collected under the Scottish Pelagic Industry-Science Data Collection Programme.