

**FISHERIES MANAGEMENT  
AGREEMENT 2012  
BETWEEN THE FISHERIES  
ADMINISTRATIONS OF THE UNITED  
KINGDOM AND THE ISLE OF MAN**

# FISHERIES MANAGEMENT AGREEMENT 2012

## THIS AGREEMENT IS MADE BETWEEN —

- the Department for Environment, Food and Rural Affairs (“DEFRA”);
- the Marine Scotland Directorate of the Scottish Government;
- the Department of Rural Affairs of the Welsh Government
- the Department of Agriculture and Rural Development for Northern Ireland, and
- the Department of Environment Food and Agriculture of the Isle of Man (“DEFA”).

This Agreement sets out the main aspects of the arrangements for the management of fisheries between the Fisheries Administrations of the United Kingdom and of the Isle of Man in respect of the territorial waters of the Island, namely —

- a. the implementation of Common Fishery Policy rules and regulations in the territorial waters of the Island forming part of its extended territorial sea;
- b. the system through which the Island can introduce fisheries management measures in the extended territorial sea of the Island;
- c. fair access for vessels registered in the Isle of Man or in the United Kingdom to each Administration’s respective waters; and
- d. how the relationship between the Island and UK Fisheries Administrations will be managed.

THE PARTIES HAVE AGREED AS FOLLOWS—

### 1. INTERPRETATION

In this Agreement —

the “extended territorial sea” means those waters lying between 3 and 12 nautical miles from the baselines from which the breadth of the territorial sea adjacent to the Island is measured, but not extending beyond a line

every point of which is equidistant from the nearest points of such baselines and the corresponding baselines of the United Kingdom; and

“the Island” means the Isle of Man;

“the relevant administrations” means the sea fisheries administrations listed above as parties to this agreement.

## 2. LEGISLATIVE CONTEXT

The agreement applies for the management of fisheries matters in the extended territorial sea, which must comply with the United Kingdom’s obligations under the Common Fisheries Policy of the European Union.

## 3. ACCESS TO WATERS OF THE OTHER JURISDICTIONS

The extended territorial sea is not an exclusive fisheries zone and the fishing rights under –

- (a) any international agreement extending to the Island;
  - (b) any EU instrument which applies as part of the law of the Island;
  - (c) any other agreement between the Government of the Island and the sea-fisheries administration of any part of the United Kingdom
- must be respected, and technical conservation measures must not discriminate between fishermen by reason of nationality.

## 4. GOVERNANCE

DEFA is responsible for the administration and enforcement of a fishing vessel licensing scheme in relation to fishing vessels registered in the UK wishing to fish in the extended territorial sea.

## 5. GENERAL

DEFA agrees to keep the rules and laws relating to the regulation of fishing and the management and conservation of sea-fish and shellfish in the territorial sea consistent with the UK’s obligations under the Common Fisheries Policy of the European Union, allowing for any additional conservation measures which may be imposed –

- (a) by the legislation of the Island; or
- (b) by licence condition;

on fishing vessels registered in the UK in relation to such stocks as DEFA deems necessary for the purpose of managing fisheries;

## 6 MEMORANDUM OF UNDERSTANDING

(1) DEFA will agree a Memorandum of Understanding with the Marine Management Organisation (MMO) on operational aspects of fishery management. This will include agreeing how DEFA will manage the licensing of vessels, quota management, fishing effort, the exchange of statistical data between the Island and the MMO and enforcement.

(2) The Memorandum of Understanding amplifies the principles set out in this Agreement and the Agreement is subject to the Memorandum of Understanding being in place.

(3) DEFA and MMO will meet annually to review the Memorandum of Understanding (the text of which is set out in Schedule 1 to this agreement).

(4) The Memorandum of Understanding covers the following aspects of the Island's fisheries management –

(a) licensing of fishing vessels;

(b) management of EU fisheries quotas and fishing effort in the extended territorial sea;

(c) provision of statistical data; and

(d) enforcement.

## 7 FISHING VESSEL LICENSING

(1) The issue and transfer (including aggregation) of licences that are transferable between fishing vessels registered in the Island and those registered in the UK shall be subject to the same rules as apply to equivalent licences issued in such part of the United Kingdom as may be agreed with DEFRA ("relevant UK licences")

(2) Except insofar as is allowed by paragraph 5(a), DEFA shall ensure at all times that fishing vessel licences issued by it contain conditions and limitations equivalent to those contained in relevant UK licences.

## 8 FISHERIES QUOTA MANAGEMENT

Stocks to which the European Union's total allowable catch rules apply which are caught by any fishing vessel registered in the Island shall count against the quotas allocated to the UK under the Common Fisheries Policy.

## 9 CONSULTATION ON FISHERIES MEASURES

(1) Any fisheries measures to be introduced in respect of the extended territorial sea will be the subject of prior consultation by DEFA with the other relevant administrations.

This is subject to paragraph (2).

(2) Nothing in this agreement precludes the taking of emergency measures without prior consultation if—

- (a) there is evidence of a serious and unforeseen threat to the conservation of living aquatic resources, or to the marine ecosystem resulting from fishing activities;
- (b) the measures are transparent, non-discriminatory and, in the opinion of DEFA, necessary to protect the fisheries;
- (c) prior consultation is not reasonably practicable in the circumstances; and
- (d) the measures are to have effect for a period of not more than 6 months (but without prejudice to taking further measures for a single further period of 6 months).

(3) Where paragraph (2) is invoked —

- (a) DEFA will as soon as reasonably practicable notify its intention to the other fisheries administrations by sending a draft of the measures together with an explanatory memorandum before their adoption;
- (b) the fisheries administrations concerned must submit their written comments within 5 working days;
- (c) DEFA must within 10 working days of the deadline for receipt of written comments, notify the fisheries administrations of its decision.

(4) Any fisheries administration may refer a decision under paragraph (3) to a meeting of the parties to this Agreement, such meeting to take place within 5 working days of notification of the decision.

(5) A meeting convened under paragraph (4) acting by a majority may recommend a different course of action.

(6) DEFA shall —

- (a) except where paragraphs (2) to (5) applies, consult, and take account of the views of, the other relevant administrations and provide them with any revisions prior to consulting more widely with industry and other interested parties on new fishery measures;
- (b) ensure that new measures are justifiable, evidence based and non-discriminatory;
- (c) produce Impact Assessments for new measures;
- (d) follow UK Government best practice guidance when consulting stakeholders other than the parties to this Agreement; and
- (e) ensure that fair access continues to apply for UK and Island vessels in each other's waters.

(7) DEFRA will advise DEFA about any measures, required to meet UK obligations under the Common Fisheries Policy, which —

- (a) are to be applied in any part of the territorial waters of the UK;  
or
- (b) in their view should be applied in the extended territorial sea.

(8) On fisheries measures being proposed by the EU, which would affect fishing in ICES Division VIIa, DEFRA will advise DEFA of these whenever possible, and as soon as reasonably practicable, and will take any points made by DEFA into consideration when preparing the UK position.

## 10. DISPUTE RESOLUTION

In the event of a dispute arising about the effect of this Agreement between any of the parties to the Agreement, the parties to the dispute will endeavour to resolve the matter between them, but as a measure of last resort will agree to refer the matter for a decision, by an arbitrator appointed for the purpose by the President of the Chartered Institute of

Arbitrators. Other than in relation to obligations under EU or International law, such a decision will be binding upon the parties to the dispute. The costs of the arbitrator shall be borne equally by the parties to the dispute.

#### 11. COMMENCEMENT, REVIEW AND DURATION

This agreement—

- (a) comes into operation on the date upon which the Fisheries Bill 2010, which was signed in Tynwald in July 2011, receives Royal Assent;
- (b) shall be reviewed by the parties at least once a year; and
- (c) may be amended as necessary.