EXTRAORDINARY MEETING
OF THE
NORTH-EAST ATLANTIC FISHERIES COMMISSION
27-28 May and 5-7 October 2015

Report

1. Opening of the Extraordinary Meeting
The President, Johán H. Williams, Norway, opened the meeting. All Contracting Parties were represented.

2. Welcome address by the President and opening statements
The President made an opening address.
All Contracting Parties made opening statements.

3. Adoption of the agenda and appointment of rapporteur
The agenda was adopted in the form that had been circulated before the meeting (document EM 2015-01).

The Secretary was appointed as rapporteur.

4. Issues raised in the report of the 2014 NEAFC Performance Review
There was a lengthy discussion on the issues raised in the report of the 2014 NEAFC Performance Review.

Document EM 2015-05 Rev.1 was used as a basis for the discussions. The document was a compilation of the suggestions made in the report of the 2014 NEAFC Performance Review Panel, in the exact words used by the panel, and presented all the 44 separate issues raised in the Performance Review report.

The discussions thoroughly examined the various different issues. While no final conclusion was adopted at the first session on 27-28 May 2015, the positions of the different Contracting Parties were expressed, several issues were identified as being the most important challenges and other issues were identified as being less important. Some
proposals for dealing with issues raised in the report of the Performance Review were presented, but there was not a conclusion on any of them at the May session.

The Contracting Parties considered that the May session had created a good basis for formulating conclusions on how to move forward regarding the issues raised in the report of the 2014 NEAFC Performance Review. It was decided to hold a second session of the 2015 Extraordinary Meeting on 5-7 October. This allowed the Contracting Parties to digest the points that had been raised at the May session, formulate proposals for ways forward, and consult among themselves to establish consensus on such ways forward.

5. **Next steps in dealing with the issues discussed under agenda item 4**

At the resumed session on October 5-7 2015, the President presented document EM 2015-16. This was based on document EM 2015-05 Rev.1, but included concrete suggestions on possible ways to move forward. The suggestions were largely based on the points that had been raised at the May session.

The new document suggested merging several of the issues in the report of the 2014 NEAFC Performance Review, as they were closely related. **It was agreed** to merge the issues to be discussed in the manner suggested in document EM 2015-16. This lowered the number of issues to be dealt with separately from 44 to 22.

Document EM 2015-16 also suggested that no further action should be taken regarding 11 of the remaining issues. **It was agreed** to take no further action on these issues, as suggested in document EM 2015-16.

The issues where the conclusion was to agree on adopting the suggestion in document EM 2015-16 to not take any further action were the following:

- The issue raised in section 2.1 of the report of the 2014 NEAFC Performance Review, where the performance review panel had not made any specific suggestions. It was noted that this was relevant to issues that were being dealt with under other agenda items, which was the reason the panel had not made suggestions in these specific sections.

- The issue raised in section 3.1 of the report of the 2014 NEAFC Performance Review, where the performance review panel had not made any specific suggestions. It was noted that this was relevant to issues that were being dealt with under other agenda items, which was the reason the panel had not made suggestions in these specific sections.

- The issue raised in section 3.5.1 of the report of the 2014 NEAFC Performance Review, relating to the possibility of NEAFC considering the adoption of interim allocation keys. The Contracting Parties noted the suggestion, but concluded that the adoption of interim allocation keys would not be appropriate.

- The issue raised in section 3.6 of the report, relating to NEAFC possibly managing fishing capacity. The Contracting Parties noted the importance of ensuring that fishing capacity is commensurate with the available fishing opportunities. However, the Contracting Parties agreed that the management of fishing capacity would continue to be an issue that would be dealt with by each
Contracting Party, in the manner that is most appropriate for their circumstances. There would not be attempts to develop a NEAFC system for the management of fishing capacity.

- The issue raised in section 4.3.1 of the report. The Contracting Parties agreed with the conclusion of the panel that it is not relevant for NEAFC to introduce trade-tracking schemes.
- The issue raised in section 4.6.2 of the report. The Contracting Parties agreed with the conclusion of the panel that it is not relevant for NEAFC to implement trade-related measures.
- The issue raised in section 5.1.2 of the report, regarding the definition of the term “consensus”. The Contracting Parties did not consider it necessary to add to NEAFC’s rules a formal definition of the term “consensus”. Rather, they considered it sufficient to reflect in the report of the 2015 Extraordinary Meeting that they agree with the panel that “consensus” refers to “the absence of any formal objection made at the time the decision was taken”.
- The issue raised in section 5.1.2 of the report, relating to the possibility of NEAFC adopting a system for special panels to review decisions. The Contracting Parties agreed not to seek to establish a new system of panels, but rather focus on efforts to get the NEAFC dispute settlement procedures into force.
- The issue raised in section 5.2.1 of the report, relating to the possibility of clarifying the legal status of NEAFC’s ad hoc dispute settlement panels. The Contracting Parties concluded that the status of the panels in NEAFC’s system was not an issue preventing the system from being used.
- The issue raised in section 5.2.1 of the report, regarding moving Rule 41 of the Rules of Procedure to the chapter on decision making. While the Contracting Parties noted that objection procedures are usually more associated with the decision making process than with the settlement of disputes, this rule was added in the context of the declaration of intentions following an objection possibly becoming the subject of dispute settlement procedures. They therefore considered it appropriate to keep the Rule where it was, at least until NEAFC’s Dispute Settlement Procedures become operational.
- The issue raised in section 6.2.2 of the report, relating to the possibility of having incentives for non-Contracting Parties to become Contracting Parties. The Contracting Parties noted that the fishery resources that NEAFC manages are generally fully utilised. The Contracting Parties also noted that all those that have a “real interest” pursuant to UNFSA are already Contracting Parties. They therefore concluded that it would not be appropriate to create incentives for new Contracting Parties to NEAFC. In this context, the Contracting Parties further noted that the concept of cooperating non-Contracting Party status was functioning well, and that this status made it possible for non-Contracting Parties to deploy transport vessels, and in some cases it could even make it possible for them to have limited fishing activities.

*Main issue raised in the Performance Review report*

It was noted that one issue in particular should be considered as the main issue raised in the Performance Review report. This was the issue relating to the failure to agree on
comprehensive management measures for several of the most important fish stocks managed by NEAFC. Several aspects of this issue were raised in the Performance Review report, including the lack of comprehensive measures itself and associated aspects such as fishing beyond levels advised by ICES; the decision-making process; the relationship between NEAFC and the associated coastal State fora; and the criteria used for allocation.

To address this issue it was agreed in a vote, where three Contracting Parties voted in favour and two abstained, to establish two Working Groups, which will address separate aspects of the issue.

Firstly, it was agreed in the vote to establish a Working Group on a framework for negotiations and associated issues and that the Terms of Reference for this group shall be formulated and adopted at the 2015 Annual Meeting in November.

Secondly, it was agreed in the vote to establish a Working Group to address allocation criteria and associated issues and that the Terms of Reference for this group shall be as set out in document EM 2015-22.

NEAFC and scientific work
It was noted that there are several suggestions in the Performance Review report regarding scientific work and NEAFC’s relationship with ICES. It was agreed that the clear separation between the scientific role of ICES and the policy and management role of NEAFC should be maintained. NEAFC should not take any action that would blur this separation, such as carrying out its own scientific work or doing its own assessment of the scientific advice from ICES. A scientific committee should therefore not be established, nor a scientific officer be hired by the Secretariat.

However, it was also agreed that steps should be taken to improve cooperation between NEAFC and ICES, which should include action to further ensure that there is full mutual understanding between them. This should include:

- Ensuring that requests for advice from ICES are submitted in a timely manner.
- PECMAS revising the standard form of non-recurring requests for advice to see if requests can be made more focused and clearly expressed.
- Setting up regular meetings with ICES to discuss long-term development, such as possible multispecies advice, possible climate effects and other ecosystem considerations. ICES could then develop appropriate research programs to meet longer-term issues raised by NEAFC, and take these issues into account in presenting its advice to NEAFC. Other more short-term issues, such as the form the advice is presented in and the timing it is released, might also be discussed at such meetings with ICES. The conclusion on the precise forum for this should be reached in cooperation with ICES.

In this context, it was agreed to amend the Terms of Reference of PECMAS as set out in document EM 2015-21.
It was also agreed to establish an ambition to promote science and science-based advice provision on multispecies and climate change issues, as set out in document EM 2015-07.

**Compliance and monitoring**
The Contracting Parties noted that there were several comments and suggestions in the Performance Review report regarding issues relating to compliance and monitoring.

The Contracting Parties considered that there was a need to improve transparency in fishing activities in the Regulatory Area and that, whilst Contracting Parties maintain the primary responsibility of managing their vessels and fisheries, it was agreed to instruct the Secretary to play a more proactive role in monitoring the activities of fishing vessels in the Regulatory Area, as set out in document EM 2015-18. It was agreed that the Secretary should endeavor to ensure that this work will be carried out within the existing resources of the Secretariat.

There was a discussion on the suggestion in the Performance Review report to either establish a compliance committee or give PECCOE a more explicit role in this regard. In this context, it was agreed to change PECCOE into a Permanent Committee on Monitoring and Compliance (PECMAC), with Terms of Reference as is set out in document EM 2015-20 Rev.1.

There was a discussion on the issue of an Electronic Reporting System (ERS). The Contracting Parties noted that there was now agreement between them on the method of communication regarding ERS. Consequently, it was agreed that PECCOE and its Ad Hoc Working Group on ERS could resume their work on the basis of their existing mandates (AM 2009-46 and AM 2012-83).

There was a discussion on the usefulness of having additional species included in the list in Annex I of the Scheme, as this would have an effect on reporting of catches. Following discussions, it was agreed to defer further discussions on this to the Annual Meeting in November.

**Management of deep sea species**
Regarding the issue of the management of deep sea species, it was agreed that formal guidelines should be formulated and that management measures for individual deep sea species should be adopted. It was noted in this context that interim guidelines had been adopted at the 2014 Annual Meeting, and that PECMAS was already acting on the basis of these. It was therefore considered that the conclusion on this issue represented a commitment to continue on the path that NEAFC was already on, rather than changing the way NEAFC approaches the management of deep sea species.

**Observer schemes**
Regarding the issue of observer schemes, the Contracting Parties noted that there was already a NEAFC obligation to have observers in exploratory bottom fisheries. They also noted that the Contracting Parties had different types of national observer schemes, and other relevant data-collection schemes. They further noted that observers have been
considered as not being a cost effective tool for control purposes. It was therefore agreed not to set up an observer scheme for NEAFC, neither for the purposes of control and enforcement nor for scientific purposes.

The Russian Federation stated that they considered that observer schemes could be beneficial, and that they would take the issue up in PECMAS. It was agreed that PECMAS would be the correct forum to have further discussions on possible observer schemes for the purposes of scientific data collection.

**NGO participation**

Regarding the issue of NGO participation, the Contracting Parties noted that PECMAS had only recently been opened to NGO observers, and that this issue had been sensitive for several Contracting Parties. It was agreed to not take any decisions regarding NGO participation at this time.

**Development cooperation**

Regarding the issue of NEAFC’s role in development cooperation, the Contracting Parties noted that no developing State was a Contracting Party to NEAFC. There was therefore not a need for mechanisms to assist developing states in fulfilling their duties as Contracting Parties. The Contracting Parties also noted that they did not intend to run their development assistance through NEAFC. However, the Contracting Parties acknowledged that developing States could benefit from the experience of NEAFC and from the expertise of the NEAFC Secretariat as well as experts in national delegations in NEAFC.

It was therefore agreed that NEAFC should continue to take part in projects aimed at sharing NEAFC’s experience and expertise. Participation in such projects could be increased, within the available human and financial resources, and ensuring that this did not negatively affect the ability of NEAFC to address its core activities. In selecting projects to take part in, the Secretariat should give priority to working with the FAO; regional fisheries management organisations and arrangements; other regional fisheries bodies; and/or regional seas conventions. As a general approach, NEAFC should get the direct cost of such work paid by the project funds available for the specific activity. Contracting Parties were invited to make special contributions to NEAFC to increase NEAFC’s capacity to take part in development projects. The Contracting Parties further encouraged contributions to the Part VII Assistance Fund established by the UN General Assembly in 2003, in implementation of Article 26 (1) of UNFSA.

**Incorporating obligations under international law into NEAFC rules**

The Contracting Parties noted the issues raised in the report of the Performance Review regarding existing obligations under international law, which are relevant for NEAFC but are not explicitly reflected in NEAFC rules. There are several instances in the report of the Performance Review where it was suggested to incorporate such existing legal obligations into NEAFC rules.
The Contracting Parties concluded that it was not necessary to explicitly reflect in NEAFC rules all relevant obligations under international law. The Contracting Parties are bound by such obligations regardless of NEAFC rules. **It was therefore agreed** to not take any action to incorporate additional existing obligations under international law into NEAFC rules.

**RFMO meetings**
The report of the Performance review had made suggestions regarding the possibility of holding joint meetings of general RFMOs. It was noted that the idea used the so-called Kobe process of tuna RFMOs as a model. **It was agreed** that NEAFC would be open to participation in such meetings of general RFMOs.

**6. Press statements and other reports of NEAFC’s activities**
**It was agreed** that the press statement from the meeting would be dealt with by the President and that the Secretary would support him in that task.

**7. Any other business**
No issues were raised under this agenda item.

**8. Closure of the Extraordinary Meeting**
The President thanked all the participants for a fruitful meeting and wished everyone a safe journey home. He then closed the meeting.