

ICCAT ROP-BFT

MEMORANDUM OF UNDERSTANDING BETWEEN MRAG & COFREPECHE

&

(BFT- E PURSE SEINER /FARM/TRAP OPERATOR)

(Hereafter the Operator)

Insofar as the Consortium of MRAG Ltd. and Cofrepêche (hereafter the Supplier) has an agreement with the International Commission for the Conservation of Atlantic Tunas (ICCAT) (hereafter the Purchaser) for the implementation of the ICCAT Regional Observer Programme for eastern Atlantic and Mediterranean bluefin tuna (hereafter ROP-BFT) in accordance with ICCAT Recommendations 19-04 and its replacement 21-08 which require Regional Observers to observe and monitor farm, trap and purse seine fishing operations.

And

The Operator, responsible for the following vessels, farms and/or traps _____

in the East Atlantic and Mediterranean that shall participate in the ROP-BFT and have been entered into the ICCAT Record of authorized bluefin tuna catching vessels, the ICCAT Record of BFT farming facilities, and/or or the ICCAT Record of authorised tuna traps.

The Supplier and the Operator in order to promote the objectives of the ROP-BFT, and ensure observance of the provisions of ICCAT, have reached the following terms under this Memorandum of Understanding:

Section 1: General Terms & Conditions

1. The Operator wishing to receive one or more Observers shall take appropriate measures within its competence to ensure to the extent possible that any Observer designated by ICCAT shall be provided access to all vessel facilities and/or to tuna farm/trap facilities, support vessels and personnel designated by Contracting Parties and Cooperating non-Contracting Parties, Entities or Fishing Entities (CPCs) to observe, monitor and report on compliance with the relevant conservation and management measures adopted by the Commission as set out in Annex 6 of Rec. 19-04¹; **Recommendation by ICCAT Amending the Recommendation 18-02 Establishing a Multi-Annual Management Plan for Bluefin Tuna in the Eastern Atlantic and the Mediterranean**, and its replacement, becoming active on 17 June, 2022; 21-08² **Recommendation by ICCAT Amending the Recommendation 19-04 Amending Recommendation 18-02 Establishing a Multi-Annual Conservation and Management Plan for Bluefin Tuna in the Eastern Atlantic and the Mediterranean** (hereafter jointly referred to as the Recommendation).
2. For the implementation of the ROP-BFT, the Operator shall accept deployment of Observers without regard to; inter alia, Observer race, gender, age, religion, or sexual orientation. Further to this, the Operator will ensure that no discrimination or harassment occurs against the observer with relation to any of the above throughout the deployment.
3. The Operator shall also ensure the seaworthiness and safety of all vessels; and all farm and trap and factory facilities consistent with all applicable national and international safety regulations (Torremolinos Convention, 1977, Appendix 4) and the ICCAT guidelines on safety and those specified in Rec. 19-10³ **Recommendation by ICCAT on Protecting the Health and Safety of Observers in ICCAT's Regional Observer Programs**.

¹ <https://www.iccat.int/Documents/Recs/compendiopdf-e/2019-04-e.pdf>

² <https://www.iccat.int/Documents/Recs/compendiopdf-e/2021-08-e.pdf>

³ <https://www.iccat.int/Documents/Recs/compendiopdf-e/2019-10-e.pdf>

Section 2: Suppliers Conditions for Providing ICCAT Observers for Deployment

4. The Supplier shall provide an ICCAT Observer in response to a request received from the ICCAT Secretariat in accordance with procedures agreed with the Purchaser.
5. The minimum duration of a single Observer deployment on a farm or trap shall be 5 days.
6. The maximum duration of a single Observer deployment on a farm and/or trap shall not exceed 91 days, (irrespective of the number of deployment extension requests) without prior written agreement between the Supplier, the Operator and the Purchaser.
7. The Operator shall take such steps as are necessary, including but not limited to the instruction of its personnel on the vessel, farm and/or trap (including support vessels), to assist in the prompt, efficient and safe deployment to and recovery from vessels, farms and/or traps of the ICCAT Observer and ensure safe working conditions whilst the ICCAT Observer is working on the vessel, farm and/or trap and factory facilities.
8. Further to this, the vessel, farm or trap operator shall include ensuring as far as possible that crew, farm and trap personnel have not been exposed to or in contact with persons infected with COVID-19 within 14 days of the start of their employment. In addition, they shall not have shown any of the symptoms associated with COVID-19 within 14 days of the start of their deployment. To this end, the Operator shall regularly monitor its personnel and observer for signs of COVID-19, and mitigate this risk using best practice guidelines in line with the respective flag and/or coastal State as and when applicable.
9. The Supplier will require that observers complete a self-declaration (refer to **Appendix 5**) prior to mobilisation, which can be made available to the Operator on request.
10. The Supplier shall have a designated contact point for deployed Observers to use in cases of emergency.
11. To this end, the Supplier shall have an established procedure for contacting and being contacted by the Observer and the vessel, and, if necessary, for contacting the competent authority of the flag CPC or non-CPC. This procedure must provide for regularly scheduled contact with Observers to confirm their health, safety, and welfare status and clearly describe the steps that must be taken in the event of various emergencies, including situations where an Observer dies, is missing or presumed fallen overboard, suffers from a serious illness or injury that puts his or her health or safety at risk, has been assaulted, intimidated, threatened, discriminated against or harassed while on board a vessel, or if the Observer requests to be removed from the vessel prior to the conclusion of the trip.
12. The Supplier may need to recover an Observer from a vessel, farm and/or trap at any time during the deployment period. Replacement of an Observer prior to the completion of an agreed deployment may become necessary, for example in the following circumstances (this list is provided for guidance only and is not exhaustive):
 - i. If the deployment period exceeds 91 days;
 - ii. The Observer is injured or becomes ill to the extent they are prevented from performing their duties effectively. This includes a positive diagnosis of COVID-19;
 - iii. The Observer is involved in an incident which requires urgent medical attention unavailable locally;
 - iv. As a result of an unforeseen family emergency involving the Observer (e.g. death or serious illness of a member of the Observer's immediate family: parents, siblings or children);
 - v. If, during a deployment, the Supplier, Observer or flag CPC farm State or trap State determine that a serious risk to the health, safety, or welfare of the Observer exists (including but not limited to allegations of assault, intimidation, threatening conduct, discrimination or harassment, the Observer shall be removed from the vessel / facility unless and until the risk is addressed. This shall include any identified, potential, or risk of exposure to COVID-19, when in such a case, measures shall be taken in line with, but not necessarily limited to those outlined in Appendix 6;

and

- vi. If the provisions of Section 3 are violated.
13. In such circumstances the Operator shall instruct its personnel to take such steps as necessary for the prompt, efficient and safe recovery of the Observer including cooperation with the Supplier, and, where necessary, the immediate and direct transit of the vessel to the nearest port with appropriate medical facilities and/or transport links as agreed with the Supplier. The Supplier shall provide a replacement ICCAT Observer in order to allow vessel, farm and/or trap operations requiring the presence of an ICCAT Observer to proceed. In the case of a positive COVID-19 declaration, including of the observer, the farm, trap or vessel shall ensure that the procedures outlined in Appendix 6 are satisfactorily met as a minimum, before a replacement observer is provided.
14. The Supplier shall not be responsible for any loss of business or other costs to the Operator arising from the early recovery and/or non-availability of the Observer to perform his or her duties under the ROP-BFT for any of the reasons outlined in Paragraph 12. It is the Operator's responsibility to carry adequate and appropriate insurance to cover such potential losses and loss of days resulting from any early recovery and/or delays.
15. In the event that the Operator breaches the guidelines of the ROP-BFT as laid out in the ***Obligations of the Flag CPCs of Purse Seine Vessels; and Farm and Trap States***; (article 11 of Annex 6 of the Recommendation), the Supplier shall require the immediate recovery of the ICCAT Observer. In such circumstances the Operator shall instruct its personnel to take such steps as necessary for the prompt, efficient and safe recovery of the Observer concerned, including cooperation with the Supplier, and the immediate and direct transit of the vessel to the nearest port with appropriate transport links (to be agreed with the Supplier).
16. In such a situation, a full report shall be submitted by the Supplier to the Purchaser and Operator. The Supplier shall only provide a replacement Observer when the issue(s) surrounding the event has been resolved to the satisfaction of the Supplier and the Purchaser. The provisions of Section 2 Paragraph 7 shall also apply.
17. All vessels on which Observers are required to embark, including purse seine vessels and any vessels used to transport the Observer to and from purse seine vessels and/or to and from farms and/or traps at sea must be seaworthy and satisfy all applicable national and international safety regulations and the ICCAT guidelines on safety. To this end:
 - i. All certificates related to seaworthiness must be made available to Observers upon request in order to satisfy the Standards of Conduct and Behaviour of Suppliers as requested by ICCAT (**Appendix 1**; Point 4);
 - ii. Observers shall receive a safety induction tour from vessel personnel in order to complete a Pre-sea Inspection (**Appendix 3**). Observers shall be permitted to carry out the Pre-sea Inspection prior to departure from port. The Supplier shall not embark an Observer on a vessel, nor shall the vessel depart port, until the Observer is allowed to inspect all vessel safety equipment, report its status to the Supplier, and has been adequately briefed on safety and emergency procedures onboard including but not necessarily limited to alarms, muster points, and location of safety equipment;
 - iii. The following shall be considered mandatory safety requirements for life saving appliances during the inspection:
 - a) Life rafts shall be of sufficient capacity for all personnel onboard including the observer and possess a valid certificate of maintenance that is valid throughout the Observer's deployment. These shall include a hydrostatic release unit or similar float-free arrangement to allow automatic release following sinking, and be in a state of continuous readiness so that two crew members can carry out preparations for embarkation and launching in less than 5 minutes;

- b) Life jackets shall be of sufficient number for all personnel onboard including the observer and be compliant with SOLAS⁴ standards; and
 - c) An Emergency Personal Indicator Response Beacon (EPIRB) and a Search and Rescue Transponder (SART) shall be present on the vessel, and possess a valid certificate of maintenance that shall not expire until after the Observer deployment ends, except in the case of an exemption granted by the CPC from the requirement to have an EPIRB for vessels less than 12m in length overall (LOA) and operating within 5 nm of the baseline.
- iv. In the case that operators have become the owners of and responsible for the observers' safety and working equipment, this equipment shall be provided to the observer upon arrival to port. The operators shall undertake to supply all the equipment serviced and in working order. Observers shall revise the equipment prior to embarkation and the supplier shall not deploy an observer on board a vessel until the observer of the vessel has received all the necessary safety and working equipment, confirmed all the servicing certificates are in date, and has notified the supplier provider of its status.
18. Should there be any major deficiency recorded in the safety standards onboard during the Pre-sea Inspection this shall be reported to the Supplier and the Supplier retains the right to refuse to allow the Observer to embark until the deficiency has been rectified. In this situation a full report shall be submitted to the Purchaser and Operator.
19. In the event that the Operator intends to provide accommodation for the ICCAT Observer deployed to the Operator's farm and/or trap, the Operator shall ensure that the lodgings are of a suitable standard, which:
- i. Satisfies applicable national and international health and safety regulations;
 - ii. Provides the following:
 - a) A secure private bedroom for the sole use of the Observer;
 - b) Room with en suite or private bathroom facilities;
 - c) A restaurant or dining room which serves breakfast daily and dinner most evenings; or are located close by to these facilities; and
 - d) Heating, air-conditioning and ventilation which is appropriate for the climatic conditions and provide observers with a comfortable and healthy environment.
 - iii. And is in the opinion of the Supplier within a reasonable travelling distance to the farm and/or trap.
20. The Supplier reserves the right to place the Observer into separate accommodation, organised by the Supplier should the accommodation provided by the Operator not meet the standard set out in Paragraph 19. In the event that the Supplier deems it necessary to arrange separate accommodation, the Operator shall be charged by ICCAT the farm and/or trap day rate including accommodation costs as provided by ICCAT.

Section 3: Operator's Responsibilities for Observer Deployment

21. The Supplier shall make travel arrangements for the Observer in accordance with the information forwarded by vessel flag State, farm State and or trap State authorities to the Purchaser. The Operator shall make every effort to provide accurate information to enable the Supplier to make travel arrangements for the Observer in a timely and efficient manner.
22. Wherever possible, the Supplier shall confirm this information directly with the Operator prior to making travel bookings for the Observer. In the event that the planned deployment date is within 96 hours of the receipt of notification from the Secretariat, the Supplier shall make travel bookings immediately without confirming with the Operator.

⁴ SOLAS: International Convention for the Safety of Life at Sea.

23. Once the bookings have been made by the Supplier, if the plans deviate from those originally provided to the Purchaser by the Operator (including but not limited to; cancellation of Observer requirements, change of dates/locations of deployment and/or recovery), the Operator shall be responsible for paying any additional costs incurred in revising the Observer's deployment.
24. There are two options for revising the Observer's travel arrangements and paying the associated costs:
 - i. The Operator can make and pay for the revisions to the Observer's travel arrangements directly provided all travel and accommodation arrangements are approved in advance by the Supplier;
 - ii. In the event that the Operator is unable to make arrangements that meet with the Supplier's approval, the Supplier shall make their own arrangements for the repatriation of the Observer and the itemised costs shall be passed on to the Operator via the Purchaser.
25. The deployment of the Observer shall not commence before this **MoU, signed by the Operator**, has been received by the Supplier. It is the responsibility of the Operator to send the signed copy of the MoU to the Supplier directly.
26. Operators shall ensure that their personnel make the following arrangements for the Observer whilst deployed on **Purse Seine Vessels**:
 - i. Upon request, ICCAT Observers shall be allowed access to the following information, documents and equipment, if present on the vessels to which they are assigned, in order to facilitate the carrying out of their duties set forth in Section 4 of this MoU.
 - a) The following vessel records:
 - Fishing Logbook
 - Prior Transfer Notifications
 - Transfer Authorisations
 - Tuna Release Orders
 - ICCAT Transfer Declarations
 - Bluefin Catch Documents (BCD)
 - b) Cage reference number or identification details;
 - c) Satellite navigation equipment;
 - d) Radar display viewing screens when in use;
 - e) Electronic means of communication;
 - f) Video records of tuna transfer and release operations;
 - g) Viewing facilities equipped with software compatible with video records of tuna transfer or release operations; and
 - h) Dead fish; or fish products in storage on the Tug/Carrier vessel and fish that may be killed/sampled or harvested during fishing, transshipment or transfer to the towing cages.
27. Observers shall be provided accommodation, including lodging, food and adequate sanitary facilities, equal to those of officers. This shall include the entire duration of the observer's stay onboard, including any quarantine or delays to disembarkation due to the COVID-19 pandemic.
28. Observers shall be provided with adequate space on the bridge or pilot house for clerical work, as well as space on deck adequate for carrying out Observer duties.
29. When a vessel is in port during the deployment period and the Observer is onboard, the Operator shall ensure that electricity and potable water are available on the vessel. If electricity and potable water cannot be provided, then the Operator shall provide accommodation for the Observer in on shore lodgings that are of a suitable standard while the vessel remains in port.

30. If a vessel remains in port over night during the deployment period and the Observer is onboard, the Operator shall ensure that a crew member / night watchman is onboard and is responsible for the security of the vessel. If a crew member or night watchman is not provided, the Operator shall provide accommodation for the Observer in on shore lodgings that are of a suitable standard while the vessel remains in port.
31. No personnel shall obstruct, intimidate, interfere with, influence, bribe or attempt to bribe an Observer in the performance of his/her duties.
32. No personnel shall harass, intimidate, or assault the observer at any time during his/her deployment, noting that harassment, intimidation and assault may be verbal, physical and implied.
33. Equally, if the Operator considers that the observer is attempting to solicit bribes or gratuities or is not behaving in line with the observer standards of conduct and behaviour (Appendix 3), the Operator shall inform the Supplier as soon as possible, to allow a full investigation to be conducted.
34. By signing this MoU, the Operators confirms that the vessel possess valid Protection and Indemnity (P&I) insurance which includes provisions relating specifically to quarantine of the vessel if deemed necessary by the flag and/or port State.
35. The Observer shall carry insurance to cover any direct medical costs incurred by them. This shall include any treatment required for COVID-19 infection. Any resultant costs to the Operator shall be covered through their own insurance, as outlined in Paragraph 14.
36. Operators shall ensure that their personnel make the following arrangements for the Observer whilst deployed on **farms and/or traps**:
 - i. Observers shall be allowed to access the following information, areas, items, documents and personnel in order that they can fulfil their responsibilities as set forth in Section 4 of this MoU:
 - a) Farm and/or trap vessels and platforms involved in the caging, transfer and harvesting phases and for transporting fish to carrier and/or processing vessels;
 - b) The following farm and trap records:
 - Caging authorisations;
 - Caging Declaration;
 - electronic Bluefin Catch Documentation (eBCD);
 - Transfer authorisations;
 - Transfer Declarations;
 - Harvest and processing authorizations;
 - Harvest and processing declarations;
 - Release orders;
 - Release reports;
 - c) Cage registration number or identification details;
 - d) Electronic means of communication;
 - e) Video records of tuna caging, transfer (in the case of transfers between farms or from a trap to a towing vessel) or release operations from the farm;
 - f) Viewing facilities equipped with software compatible with video records of tuna caging or release operations;
 - g) Dead fish; or fish products in storage on the farm/processing/carrier vessel and fish that may be killed/sampled or harvested during towing or transfer to the farm and/or trap cages;
 - h) Farm and/or trap personnel and to farm and /or trap gear, cages and equipment;

- i) Access to tuna which have been harvested for fresh export; or
 - j) Provided with accurate details of tuna harvested for fresh export including inter alia:
 - Individual length and weight of each tuna harvested; and
 - Respective Bluefin Catch Document reference number(s);
37. No personnel shall obstruct, intimidate, interfere with, influence, bribe or attempt to bribe an Observer in the performance of his/her duties.

Section 4: Observer Responsibilities

Observer's Responsibilities on Vessels, Farms and Traps

38. For the implementation of the ROP-BFT, Observers shall observe and monitor the purse seine vessels', farms' and traps' compliance with the relevant conservation and management measures adopted by the Commission.
39. The Observers tasks on purse seine vessels, farms and traps shall be in line with those outlined in Annex 6 of the Recommendation.
40. In addition the observer shall carry out such scientific work, such as collecting samples or Task 2 data, as required by the Commission, based on the recommendations of the SCRS;
41. Sight and record vessels which may be fishing in contravention to ICCAT conservation and management measures and verify and record the name of the fishing vessel concerned and its ICCAT number;
42. Exercise any other functions as defined by the Commission

General Observer Responsibilities

43. Observers shall submit regular reports and datasets compiling the information collected in accordance with their responsibilities outlined in Annex 6 of the Recommendation.
44. Observers shall submit to the Secretariat the aforementioned general report within 20 days from the end of the period of observation.
45. Observers shall exercise any other functions as defined by the Commission.
46. Observers shall comply with the ICCAT *Standards of Conduct and Behaviour of Observers* (**Appendix 2**), specifically:
- i. Observers shall treat as confidential all information with respect to the fishing and transfer operations of the purse seiners and of the farms and accept this requirement in writing as a condition of appointment as an Observer;
 - ii. Observers shall comply with requirements established in the laws and regulations of the flag, farm or trap State which exercises jurisdiction over the vessel, farm or trap to which the Observer is assigned;
 - iii. Observers shall respect the hierarchy and general rules of behaviour which apply to all vessel, farm and trap personnel, provided such rules do not interfere with the duties of the Observer under the Programme; and with the obligations of vessel and farm personnel as laid out in the Obligations of the Flag CPCs of purse seine vessels and farm and trap States; (Annex 6 of the Recommendation).

Section 5: Entry into Effect, Duration and Termination

- 47. The arrangements described by this MoU are applicable upon its signature.
- 48. This MoU represents the entire understanding between the parties in respect of the ROP-BFT and supersedes any prior written or oral representations, warranties or agreements.
- 49. Activities under this MoU may continue throughout the duration of the Contract between the Purchaser and the Supplier. Either Party (Supplier or Operator) may discontinue its participation in activities under this MoU at any time, and should notify the Purchaser and other Party in writing six months in advance of its intention so to do.

The notification referred to in Paragraph 45 above by a vessel, farm and or trap Operator shall imply that such Operator no longer participates in the ROP-BFT.

For the Supplier

For the Operator

Signed _____

Signed _____

Name _____

Name _____

Position _____

Position _____

Date _____

Date _____

APPENDIX 1: STANDARDS OF CONDUCT & BEHAVIOUR OF SUPPLIERS

Definitions

Conflict of interest - Participation in activities or relationships with other persons, resulting in the impairment or possible impairment of a person's objectivity in performing the contract work.

Direct financial interest - Any source of income to, or capital investment or other interest held by, an individual, partnership, or corporation or an individual's spouse, immediate family member or parent that could be influenced by performance or non-performance of duties under the contract.

Conduct

1. The Supplier shall not hold any direct financial interest in the observed fishery (other than the provision of Observer service to ICCAT) including, but not limited to, vessels or shoreside facilities involved in the catching or processing of the products of the fishery, companies selling supplies or services to those vessels or shoreside facilities, or companies purchasing raw or processed products from these vessels or shoreside facilities. The interests of a spouse or minor child of a Director or an employee of the Supplier are considered those of the Supplier.
2. The Supplier shall recruit Observers without regard to, inter alia, race, gender, age, religion, or sexual orientation and assign Observers without regard to any preference expressed by representatives of vessels based on, but not limited to, Observer race, gender, age, religion, or sexual orientation.
3. The Supplier shall investigate any reported allegations of misconduct by the Observer, including but not limited to non-performance of their duties and breaches of the agreed standards of conduct of observers. The Supplier shall also support, where possible, investigations into reported misconduct on the part of the Operator or allegations of criminal activity, by the investigating authority. A summary of the findings and actions taken shall be provided to the Purchaser.
4. The Supplier shall not solicit or accept, directly or indirectly, any gratuity, gift, favour, entertainment, loan or anything of monetary value from anyone who conducts activities that are regulated by ICCAT, or who has interests that may be substantially affected by the performance or non-performance of the official duties of the Supplier and/or its employees.
5. The Supplier shall not deploy ICCAT Observers in a manner or under such circumstances that are inconsistent with the ICCAT guidelines on safety.

APPENDIX 2: STANDARDS OF CONDUCT & BEHAVIOUR OF OBSERVERS

Definitions

Conflict of interest - Participation in activities or relationships with other persons, resulting in the impairment or possible impairment of a person's objectivity in performing the contract work.

Direct financial interest - Any source of income to, or capital investment or other interest held by, an individual, partnership, or corporation or an individual's spouse, immediate family member or parent that could be influenced by performance or non-performance of duties under the contract.

Conduct

1. An individual is only considered an ICCAT certified Observer when employed by a Contractor that holds a contract with ICCAT to provide Observer services and is acting within the scope of his/her employment.
2. Observers may not participate in any activity which would:
 - a) Cause a reasonable person to question the impartiality or objectivity with which the Observer Program is administered;
 - b) Significantly impair the Observer's ability to perform his/her duties;
 - c) Adversely affect the efficient accomplishment of the Program's mission.
3. Observers may not have direct financial interest in the observed fishery, other than the provision of Observer services including, but not limited to, vessels or shoreside facilities involved in the catching or processing of the products of the fishery, companies selling supplies or services to those vessels or shoreside facilities, or companies purchasing raw or processed products from these vessels or shoreside facilities. The interests of a spouse or minor child are considered those of the Observer.
4. Observers may not solicit or accept, directly or indirectly, any gratuity, gift, favour, entertainment, loan or anything of monetary value from anyone who conducts activities that are regulated by ICCAT, or who has interests that may be substantially affected by the performance or non-performance of the Observers' official duties. In the event that the Observer has been offered a bribe or gratuity, they shall document and report this event to the Supplier as soon as possible, who in turn will provide a corresponding report to the Purchaser.
5. Observers may not serve as Observers on any vessel or at any shoreside facility owned or operated by a person who previously employed the Observer in any capacity.
6. Observers may not solicit or accept employment as a crew member or an employee of the vessel or shoreside processor in any fishery while employed as an Observer.
7. A person may not serve as an Observer in a fishery during the 3 consecutive months following the last day of his/her employment as a paid crew member or employee in that fishery.
8. Observers may not engage in an activity that may give rise to the appearance of a conflict of interest that may cause another individual to question the Observer's impartiality, fairness or judgment.
9. Observers must avoid any behaviour that could adversely affect the confidence of the public in the integrity of the ICCAT Observer ROP-BFT or of the ICCAT, including, but not limited to the following:
 - a) Observers must diligently perform their duties.
 - b) Observers must accurately record their sampling data, write complete reports. If the Observer chooses to report any suspected violations of regulations relevant to conservation of marine resources or their environment that they observe, it must be done honestly.
 - c) Observers must preserve the confidentiality of the collected data and observations made on board the carrier vessels.

- d) Observers must refrain from engaging in any illegal actions or any activities that would reflect negatively on their image, on other Observers, or the Observer Program, as a whole. This includes, but is not limited to:
 - i) Engaging in drinking of alcoholic beverages while on duty;
 - ii) Engaging in the use or distribution of illegal substances;
 - iii) Becoming physically or emotionally involved with Operator's personnel.

APPENDIX 3: PRE-SEA INSPECTION (PSI) CHECKLIST**Inspected by:**

Observer / Co-ordinator		Date		Signature	
Vessel Agent		Date		Signature	
Port					

Safety Equipment:

Rescue Boats				
Type	Number	Capacity	Launch method Crane, winch	
Guidance note: This may include the skiff and/or various workboats.				
Life Rafts				
Type	Number	Capacity	Hydrostatic release Yes / No	Date Service Due
Guidance note: There shall be sufficient life raft and life boat capacity for all crew and personnel onboard, including the Observer. There shall be no less than 2 life rafts and/or boats. Life rafts and boats shall be able to be deployed from either side of the vessel. Life rafts shall be fixed with a free release mechanism such as a hydrostatic release. In case that life rafts are secured in any way, this shall be able to be freed within 2 minutes.				
The skiff and other ribs, provided these may be released and launch quickly, may be considered a life boat, provided this also has a certificate of inspection.				

Life Jackets				
Type Inflatable/Packed	Number	Location Cabin / Muster Station / Bridge	Location indicated	SOLAS Approved Yes/ No
Guidance note: There shall be enough approved life jackets onboard for all crew, easily accessible, with the location clearly indicated.				
Immersion Suits				
Type	Number	Location Cabin / Muster Station / Bridge	Location indicated	SOLAS Approved Yes/ No
Guidance note: There is no requirement for SOLAS approved immersion suits, provided life jackets are provided, beyond having enough onboard for those crew designated to assigned to crew the rescue boat.				
Life Buoys				
Number	Self-igniting lights (Yes / No)		Self-activating smoke signals (Yes/No)	
Guidance note: There shall be a minimum of 6 lifebuoys. Of these at least 3 will have self-igniting lights and of these, 2 shall have self-activating smoke signals.				
First Aid Materials Location				
Certified Medical Officer				
Guidance note: There is no explicit requirement for neither first aid location nor certified medical officer. However, the Observer shall note these.				
Fire Extinguishers				
Type		Location		Service date
Type		Location		Service date
Type		Location		Service date
Type		Location		Service date
Type		Location		Service date
Guidance note: Fire extinguishers shall be of approved types, must be present in control stations (bridge, engine room), as well as variously located in accommodation (cabins, passageways and messroom) and service centres (galley, laundry), to ensure that that at least one fire extinguisher of a suitable type is available, with the total in these spaces not being less than 5.				

GMDSS requirements

EPIRBs			
Type	Number	Location	Service date
SARTs			
Type	Number	Location	Service date
Radio equipment			
VHF radio installation (Yes / No)	Number of portable VHF transceivers	MF / HF radio installation (Yes / No)	
<p>Guidance note: At least one EPIRB or SART shall be present on the bridge. The service date shall be valid and not expire until the end of the Observer's deployment.</p> <p>The vessel shall be capable of transmitting ship-to-shore distress alerts by separate and independent means of radiocommunication service, receiving shore-to-ship distress alerts and transmitting ship-to-ship distress alerts with a VHF radio installation, an MF radio installation capable of transmitting and receiving for distress and safety purposes as well as a radar transponder operating in the 9 GHz band (SART) and EPIRB capable of transmitting in the 406 MHz band.</p> <p>At least three two-way VHF radiotelephone apparatus shall be provided.</p>			

Safety drills / alarms

Muster point			
Location		Assigned life raft	
Vessel Emergency Evacuation and Muster Stations Lists – Displayed (Y/N)			
Safety / Emergency alarms			
Abandon ship alarm description:			
Observer role:			
Fire alarm description:			
Observer role:			
Man over board alarm:			
Observer role:			
<p>Guidance note: A general emergency alarm system and muster list shall be posted in several parts of the vessel including accommodation and the bridge, and include clear instructions for each crew member including the Observer.</p>			

General Comments:

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**APPENDIX 4: INTERNATIONAL REGULATIONS FOR THE SAFETY OF FISHING VESSELS
TORREMOLINOS INTERNATIONAL CONVENTION FOR THE SAFETY OF FISHING VESSELS, 1977, AS
MODIFIED BY THE CAPE TOWN AGREEMENT OF 2012⁵**

CONDITIONS RELEVANT TO ROP-BFT

1. Every vessel shall have a valid safety certificate drawn up in the issuing country and corresponding to the model providing in Appendix 1 (Chapter 1: Regulation 11).
2. Fire extinguishers shall be of approved types, periodically examined, be present in control stations, accommodation and service spaces, with the total in these spaces not being less than 5 (Chapter V, Regulation 20 and 21).
3. Every vessel shall be provided with at least 2 survival craft of sufficient aggregate capacity to accommodate on each side of the vessel at least the total number of persons on board (Chapter VII, Regulation 5 3 (a)).
4. Survival craft shall be readily available in case of emergency, capable of being launched safely and rapidly (Chapter VII, Regulation 6 1 (a)), shall be so stowed in such a manner as to permit them to float free from their stowage, inflate and break free from the vessel in the event of its sinking. Lashings, if used, shall be fitted with an automatic (hydrostatic) release system of an approved type (Chapter VII, Regulation 6 4 (f)).
5. An approved life jacket shall be carried for every person on board, stored in a place which is readily accessible with their position clearly indicated (Chapter VII, Regulation 8).
6. An approved immersion suit shall be provided for every person assigned to crew the rescue boat (Chapter VII, Regulation 9).
7. Every vessel shall have 6 lifebuoys with at least half provided with self-igniting lights, and of these at least 2 provided with self-activating smoke signals. These shall be so placed as to be readily accessible to the persons on board, and capable of being rapidly cast loose (Chapter VII, Regulation 10).
8. Every vessel shall have means of making effective distress signals by day and night, including at least 12 parachute signals. Distress signals shall be of an approved type, be readily accessible and their position shall be clearly indicated (Chapter VII, Regulation 12).
9. A general emergency alarm system and muster list shall be posted in several parts of the vessel including accommodation and the bridge, and include clear instructions for each crew member (Chapter VIII, Regulation 2).
10. Every vessel shall be capable of transmitting ship-to-shore distress alerts by separate and independent means of radiocommunication service, receiving shore-to-ship distress alerts and transmitting ship-to-ship distress alerts (Chapter IX, Regulation 4). To this end, each vessel shall have a VHF radio installation capable of transmitting and receiving on channels 6, 13 and 70 and monitoring channel 70, MF radio installation capable of transmitting and receiving for distress and safety purposes (Chapter IX, Regulation 8) as well as a radar transponder operating in the 9 GHz band (SART) and EPIRB capable of transmitting in the 406 MHz band (Chapter IX, Regulation 6).

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<https://wwwcdn.imo.org/localresources/en/About/Conventions/Documents/Consolidated%20text%20of%20the%20Agreement.pdf>

APPENDIX 5: COVID-19 PRE-DEPLOYMENT SELF-DECLARATION FOR ICCAT BFT-ROP OBSERVERS

Observer Name	
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A	Please list the countries that you have travelled to in the past month.	CHECKED		REMARKS
		YES	NO	
B	Do you currently have, or have you had in the last 2 weeks, any flu or cold symptoms?			
C	Have you had any kind of sickness, other than flu or cold symptoms in the past 2 weeks, such as headache, fever, general aches and pains?			
D	Have you had any contact with persons that have flu or cold symptoms in the last 2 weeks?			
E	Have you had any contact with persons with COVID-19 in the last 2 weeks?			
F	Have you yourself been diagnosed with COVID-19? If so, when did you receive your last negative test?			
G	Do you suffer from any respiratory disease (e.g., asthma), hypertension or diabetes?			
H	Have you suffered from any loss of sense of smell or taste in the past 2 weeks?			
I	Have you been fully vaccinated (definitions as applied in your home country)			

Name:

Date:

Signature:

APPENDIX 6: MINIMUM MEASURES TO BE TAKEN IN THE CASE OF A POSITIVE COVID DIAGNOSIS

- Identification and PCR/Serology testing of personnel who have come into close contact with the infected person, and self-isolation in line with national requirements of the flag, farm or trap State;
- Assessment of all personnel of any COVID symptoms. Any personnel with symptoms are to be isolated until 2 successive negative tests are obtained;
- Isolation of all personnel who have had close contact with the infected crew member or Observer in the last 7 days, until a negative COVID test is obtained.
- Sterilisation of all equipment, clothing and work areas where the infected personnel have or may have been working;
- Use and reiteration of stringent mitigation measures such as use of masks and availability of hand wash and/or sterilisation wash facilities.
- In the case of an infected Observer and accommodation being provided, accommodation is sterilised and cleaned professionally, and not used until at least 96 hours after the departure of the infected person.