

Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING

BETWEEN

MRAG LIMITED & CAPRICORN FISHERIES MONITORING CC

&

XXXXX (CARRIER VESSEL OPERATOR – COMPANY AND NAME)

Carrier Vessels Under this Agreement:

[Insert Vessel Names here]

Insofar as the Consortium of MRAG Limited and Capricorn Fisheries Monitoring CC (the “Supplier”) has an agreement with the Food and Agriculture Organization (FAO) and the International Commission for the Conservation of Atlantic Tunas (ICCAT) (the “Purchaser”) for the implementation of the Regional Observer Programme (the “Programme”), which requires the placing on board of participating vessel’s independent observers to record data and information as described in the IOTC Resolution and ICCAT Recommendation on transshipments.

And

XXXXX (“Carrier Vessel Operator”) has carrier vessels operating within the IOTC or ICCAT Convention Area that will participate in the Programme and have been entered into the IOTC or ICCAT Record of Carrier Vessel’s authorised to receive tuna and tuna-like species in the Convention Area from Large Scale Tuna Longline Vessel’s (LSTLVs) or Large Scale Pelagic Longline Vessel’s (LSPLVs).

The Supplier and the Carrier Vessel Operator in order to promote the objectives of the Programmes, and ensure observance of the provisions of IOTC or ICCAT (the “RFMO”), have reached the following understandings:

Section 1

General Terms & Conditions

1. The Carrier Vessel Operator wishing to receive an Observer for their carrier vessel will take appropriate measures to ensure that any Observer, designated by the Supplier, will be deployed on carrier vessels to observe and report on the activities as set out in the ***IOTC Resolution On Establishing A Programme For Transshipment By Large-Scale Fishing Vessels***¹ or the ***RECOMMENDATION BY ICCAT ON TRANSHIPMENT***² depending on the area of operation.
2. For the implementation of the Programme, vessel Captains shall accept deployment of observers on carrier vessel's without regard to, inter alia, observer race, gender, age, religion, or sexual orientation. Carrier Vessel Operators will also be required to ensure seaworthiness and safety of the vessel platform consistent with agreed RFMO guidelines on safety. Proof of seaworthiness and safety will be submitted to the Supplier in order to satisfy the ***Standards of Conduct and Behaviour of Suppliers*** as requested by the RFMO (Appendix 1).

¹ Available from <https://iotc.org/cmms>

² Available from <https://www.iccat.int/en/RecRes.asp>

Section 2

Suppliers Conditions for Providing Observers for Deployment

3. The anticipated duration of a single observer deployment on board a Carrier Vessel is 60 days, and shall not, without prior agreement between the Supplier and the Carrier Vessel Operators exceed 90 days. The Carrier Vessel Operator shall take such steps as are necessary, including the instruction of its Carrier Vessel(s) and/or Fishing or Support Vessel(s) to assist in the prompt and safe disembarkation of the out-going observer and the embarkation of the replacement observer, in accordance with agreed procedures for placing or recovering observers from vessels, outlined in paragraph 5.
4. The Supplier, in consultation with the Carrier Vessel Operator and relevant organisations where appropriate, may need to recover the observer from the vessel at any time during the deployment period. Recovery of an observer prior to the completion of a deployment may be necessary, for example in the following circumstances:
 - The observer is injured or becomes ill to the extent they are prevented from performing their duties for the remainder of their intended/planned deployment
 - The observer is involved in an incident which requires urgent medical attention unavailable on the vessel.
 - 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)
 - In the event that ongoing vessel operations become an unsafe environment for continued deployment of the observer. Including but not limited to the current Covid-19 pandemic.
 - If the provisions of Section 3 are violated.

In such circumstances the Carrier Vessel Operator will instruct its vessel(s) to take such steps as necessary for the prompt and safe recovery of the affected observer including cooperation with the Supplier. The Supplier shall provide a replacement observer where applicable and safe to do so, in order to allow transshipment operations to proceed without undue delay. Should the Supplier fails to provide a replacement observer within 72 hours or another agreed time frame, it shall notify *force majeure* for transshipping at sea without observers, in accordance with the IOTC Resolution and ICCAT Recommendation.

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 for whatever reason. It is the operator's responsibility to carry adequate and appropriate insurance to cover such potential losses.

5. Observer embarkation/disembarkation onto carrier vessels should take place in port, by the quayside, where possible. However, when this is not feasible, three other options exist:
 - Option 1: Transfer from/to a launch in and around a port area.
 - Option 2: Transfer at-sea or within port limits from another vessel; and,
 - Option 3: Transfer at-sea from a carrier vessel onto a vessel returning to port.

The Carrier Vessel Operator shall take such steps to ensure that these operations are performed to high safety standards.

The arrangements for observers on transshipment vessels, as described by the **Obligations / Responsibilities of the Flag States of carrier vessels**, laid out in the relevant Resolution or Recommendation on Transshipments and will extend to include all vessels that carry observers, including those that only participate in observer transfers between ports and carrier vessels.

6. All observers are covered by the Supplier's emergency, medical, travel and accident insurance. In addition, the following conditions apply for the Covid-19 and any similar pandemic situations:
 - The supplier shall ensure that all observers due to deploy follow the guidance and requirements laid out by port and national health authorities at the chosen embarkation country.
 - All observers deploy with medical insurance provided by the Supplier covering the Covid-19 pandemic.
 - The Supplier will require observers to carry out all recommended measures to reduce the chance of infection, according to the guidelines available at the time.
 - Prior to each deployment of an observer, the Supplier shall ensure that as far as possible that the observer have not contracted, shown symptoms of, been exposed to or been in contact with anyone infected with Covid-19 for at least 14 days prior to the embarkation of the observer.
 - The Supplier shall ensure that all observers are Covid-19 negative on an appropriate medical test in 72hours prior to the embarkation of the observer.
 - Prior to each deployment of an observer, the Supplier shall show the Carrier Vessel Operator the certificate of testing for COVID-19 of the observer and the medical certificate which is valid until the disembarkation.
7. As soon as possible and prior to the vessel leaving port or getting underway, the observer shall conduct a Pre- Sea Safety Check and familiarisation tour of the vessel as described in Appendix 3.

Should there be any major deficiency recorded in the safety standards onboard and the vessel does not comply with the minimum compulsory safety requirements as listed below, the observer will not be permitted to embark on the vessel. This shall be reported to the Supplier immediately by the most direct means of communication available. In this situation a full report will be submitted to the Purchaser and Carrier Vessel Operator.

The following items that will *inter alia* be covered by **Pre-Sea Safety Check** (Appendix 3) are essential for an observer to join the designated vessel.

The following items that will be checked as part of the “**Pre-Sea Safety Check**” will be considered as the **minimum compulsory requirements**. Should any of these items not comply the observer will not be permitted to embark onboard the vessel.

Safety Certificate (Safety Management Certificate)

- The vessel must have onboard a current and valid Safety Certificate that does not expire for a period **of at least four months from the date of embarkation of the observer**. The Safety Certificate must comply with IMO standards and include an English translation for each section.
- The total crew complement on board the vessel, including the observer, must not exceed the specified number of crew listed in the safety certificate at the point of boarding, or any point during the deployment.

Life Rafts / Boats

- The capacity of the life rafts and boats on both the Port and Starboard sides of the vessel must have the capacity to accommodate the full crew complement specified on the ship safety certificate; including the observer. (The total life raft capacity must be 200% of the vessel’s compliment)
- Life Rafts must be within their serviceable date, which must cover the expected maximum duration of observer deployment.
- All Life Rafts must be fitted with a Hydrostatic Release mechanism.

Life Jackets

- There must be a total number of life jackets onboard, readily available at the emergency muster stations to accommodate each of the complement onboard the vessel.
- All Life Jackets must comply with IMO – SOLAS LSA standards.

Immersion Suits

- There must be a total number of Immersion Suits onboard, readily available at the emergency muster stations to accommodate each of the complement onboard the vessel.
- All Immersion Suits must comply with IMO – SOLAS LSA standards.

GMDSS Requirements

- The vessel must be GMDSS compliant in accordance to its tonnage and its area of operation.
- Any component of the GMDSS requirement that is out of date or unserviceable will render the vessel as NOT being GMDSS compliant.
 - These items shall include *inter alia* EPIRBs, SARTs and distress flares and rockets.

This procedure will apply to all vessels onto which an observer is embarked; including any vessels used to transfer observers from land to transshipment vessels. All inspections should take place within port and requires the vessel agent to present to assist with translation and ensure the Pre-Sea safety check has been completed.

8. In the event the Carrier Vessel Operator breaches the guidelines outlined in paragraph 9 of this MoU the Supplier shall remove the observer. In such circumstances the Carrier Vessel Operator will instruct its vessel(s) to take such steps as necessary for the prompt, efficient and safe recovery of the observer concerned, including cooperation with the Supplier.

In such a situation, a full report will be submitted by the Supplier to the Purchaser and Carrier Vessel Operator. The Supplier shall only provide a replacement observer when the issue surrounding the event has been satisfactorily resolved.

Section 3

Carrier Vessel Operator's Responsibilities for Observer Deployment

9. In order to initiate observer deployment, the Carrier Vessel Operator shall submit the following information to the appropriate CPC authorities for forwarding to the RFMO:
- Name of Carrier vessel / Transfer vessel;
 - RFMO No.;
 - Port of departure / observer embarkation;
 - Method of deployment onto the vessel;
 - Date of departure of Carrier Vessel / Transfer Vessel;
 - Planned transshipments
 - Names and RFMO numbers of LSTLVS from which transshipments will be received.
 - Date & location of expected transshipments
 - Port of arrival / observer disembarkation
 - Date of arrival / observer disembarkation
 - Other port visits expected (location and date)

The Supplier will make travel arrangements for the observer in accordance with the information forwarded by CPC authorities to the RFMO. Every effort shall be made by the Carrier Vessel Operator to provide accurate information regarding ports of embarkation and disembarkation at the earliest opportunity to enable the Supplier to make travel arrangements for the observer.

Wherever possible, the Supplier will confirm this information directly with the Carrier Vessel Operator prior to making travel bookings for the observer. In the event that the planned embarkation date is within 96 hours of the receipt of notification from the Secretariat, the Supplier may be required to make travel bookings immediately without confirming with the Carrier Vessel Operator in order to supply an observer in the requested timeframe.

Once the bookings have been made by the Supplier, if the plans of carrier or transfer vessels subsequently deviate from those provided within 96 hours of the original date of departure or there is any issue with the vessel's safety requirements Carrier Vessel Operators shall be responsible for paying any and all costs incurred in revising the observer's accommodation and / or travel arrangements.

There are two options for revising the observer's travel arrangements and paying the associated costs:

- The Carrier Vessel Operator can make and pay for the revised travel arrangements for the observer directly (e.g. through an agent in the port in the case of a change in the port of disembarkation). In this case, travel and accommodation arrangements must be approved in advance by the Supplier. In the event that the Carrier Vessel 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 costs will be passed on to the Carrier Vessel Operator through the CPC and the RFMO.
- The Supplier can make and pay for the revised travel arrangements for the observer. In this case, the Supplier will itemise their costs in an invoice to the RFMO Secretariat and the RFMO Secretariat shall pass on to the CPC those costs deemed to have resulted from the change in travel arrangements made subsequent to the time of the original travel bookings.

In the event that the Carrier Vessel Operator does not wish to pay the additional travel costs, they must disembark the observer at the port which they specified when the original travel bookings were made.

10. The mobilisation of the observer from their home to the point of embarkation will not commence until an in-date MoU signed by the Carrier Vessel Operator has been received by the Supplier. It is the responsibility of the Carrier Vessel Operator to send the signed copy of the MoU to the Supplier directly. A copy of the carrier vessel's Protection and Indemnity (P&I) or equivalent insurance³ will also be required and renewed on an annual basis.
11. Carrier Vessel Operators shall ensure that their captains and crew make the following arrangements for the observer whilst onboard the carrier vessel:
 - The Observer signs on ships articles as a supernumerary and is designated part of ship's crew (this is to be facilitated by the vessel's agent)
 - Observers shall be allowed access to vessel personnel and to the fishing gear and equipment;
 - Observers shall be informed of any notification or request for transshipment received by the Carrier Vessel and not previously included in the initial transshipment schedule within two hours of such receipt.
 - Upon request, observers shall also be allowed access to the following equipment, if present on the vessels to which they are assigned, in order to facilitate the carrying out of their duties:
 - Satellite navigation equipment;
 - Radar display viewing screens when in use;
 - Electronic means of communication;
 - Observers shall be provided accommodations, including lodging, food and sanitary facilities, equal to those of the officers on board the carrier vessel;
 - The vessel shall be free of infestations that may be detrimental to the observer's health. Should a severe infestation be found during any deployment, the Supplier may request for the observer to be disembarked and the vessel undergo treatment. No further observers will be deployed until the infestation has been dealt with to the Supplier's satisfaction and the Carrier Vessel Operator has procured a sanitation certificate;
 - 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 their duties (see Section 4);
 - The Carrier Vessel Operator shall ensure that captains, crew and vessel owners do not obstruct, intimidate, interfere with, influence, bribe or attempt to bribe an observer in the performance of his/her duties.

³ Since the observer is designated as part of the ship's crew he/she is included in the ship's insurance provisions for officers as provided by the vessel's P&I certificate. The Supplier has arranged additional, independent and adequate insurance provision for observers deployed under the ROP.

12. Conditions for the current Covid-19 Pandemic and other similar global events, where applicable:
 - Prior to each deployment of an observer, the Carrier Vessel Operator shall ensure as far as possible that the crew have not contracted, shown symptoms of, been exposed to or been in contact with anyone infected with Covid-19 for at least 14 days prior to the embarkation of the observer.
 - The Carrier Vessel Operator shall ensure the vessel carries sufficient medical supplies to treat the observer and crew should the vessel experience an outbreak.
 - The Carrier Vessel Operator shall ensure the vessel carries sufficient protective equipment for the observer and crew, following flag state best practice guidelines for mitigating the spread of the virus.
 - The Carrier Vessel Operator shall ensure that in the event of an outbreak recovery of the observer is initiated in accordance with the conditions set out in Section 2, Paragraph 4.
 - The Carrier Vessel Operator shall cooperate with the Supplier to accommodate the observer where recovery is not possible due to national lockdowns or travel restrictions.
13. The total crew complement on board the vessel, including the observer and passengers, must not exceed the specified number of crew listed in the safety certificate at any time during the deployment. Should the Carrier Vessel Operator plan for a crew complement change whilst operating at sea an updated crew manifest must be submitted to the Supplier prior to the change taking place. Any additional personal taken onboard that results in the total complement listed on the certificate being exceeded shall result in the Supplier immediately requesting the repatriation of the observer. In such circumstances the Carrier Vessel Operator will instruct its vessel(s) to take such steps as necessary for the prompt, efficient and safe recovery of the observer concerned, including through cooperation with the Supplier. Observers are also required to inform the Supplier of any crew change. The Carrier Vessel Operator shall ensure the observer is provided with copies of the manifest for reporting.
14. The Carrier Vessel Operator or vessel agent provide sufficient notice (via email to rop_reports@rmag.co.uk) to the Supplier when the vessel is intending to call into port. Outlining the duration of the in-port stay and intentions toward keeping the observer onboard the vessel or placed in accommodation onshore. The Supplier, at the request of the Purchaser, will repatriate the observer concluding the deployment should it prove less economically viable for the vessel to retain the observer while in port. This will normally apply to in-port stays over 10 days in length. The Carrier Vessel Operator will need to submit a new observer deployment request to the Purchaser prior to departing port if the vessel intends on returning to transshipping on the high seas.
15. Should the Observer wish to disembark the vessel during an in-port stay (to be agreed upon by the Supplier on a case by case basis), the following requirements need to be met by the Carrier Vessel Operator:
 - The Carrier Vessel Operator will maintain contact with the observer (either directly or through the use of an agent) providing sufficient notice (at least 24 hours) of a change in schedule;

- The Carrier Vessel Operator will assist the observer (either directly or through the use of an agent) in arranging transportation to disembark and re-embark the vessel. Including providing assistance to the observer in passing through port immigration authorities. Costs are to be borne and paid directly by the observer;
 - The Carrier Vessel Operator will assist the observer (either directly or through the use of an agent) in identifying suitable accommodation for the duration of their in-port stay, costs are to be covered by the observer.
16. Carrier Vessel Operators will ensure the Carrier Vessel conducts monthly safety drills such as those laid out by SOLAS.
- These are to include the observer participating in least one abandon ship drill and one fire drill each month. The drills shall take place within one month of the ship leaving the port of embarkation of the observer;
17. Carrier Vessel Operators shall inform the Supplier immediately should they become aware of the death, injury or disappearance of an observer whilst on deployment. Contact details to be used are given in the tables below.

MRAG:

Name	Office	Mobile	Email
James Moir Clark	+44 7255 7790	+44 7906 619 428	j.clark@mrag.co.uk
Dr Steven Young	+44 7255 7765	+44 7737 818 264	s.young@mrag.co.uk
Nicholas French	+44 7255 7778	+44 7783 020 000	n.french@mrag.co.uk
Andy Watson	+44 7255 7787	+44 7719 085 698	a.watson@mrag.co.uk
Sebastian Jennings	+44 7255 7772	+44 7704 413 443	s.jennings@mrag.co.uk

CapFish:

Name	Office	Mobile	Email
Jan Wissema	+27 214 256 226	+27 824 620 459	jan@capfish.co.za
Chris Heinecken	+27 214 256 226	+27 828 798 611	chris@capfish.co.za

18. Below are actions for the vessel to take, as set out by the Supplier ahead of the release of ICCAT Recommendation 19/10, in the eventuality that an observer falls overboard, has died or is missing.
- i. immediately suspends all transshipping operations;
 - ii. immediately commences search and rescue if the observer is missing or presumed fallen overboard, and search for at least 72 hours, or until the search is called off by the Maritime Rescue Coordination Center (MRCC), unless the observer is found sooner, or unless instructed by the Supplier to continue searching;
 - iii. immediately notifies the Carrier Vessel Operator;
 - iv. immediately notifies the appropriate MRCC and alerts other vessel's in the vicinity by using all available means of communication;
 - v. cooperates fully in any search and rescue operation;
 - vi. provides a fully documented report to the appropriate authorities and Supplier on the incident; and,

- vii. cooperates fully in any and all official investigations and with all directions, including by returning to port if appropriate, preserving any potential evidence, the personal effects and quarters of the deceased or missing observer.
19. Immediately upon receiving the notification in paragraph 1, the Carrier Vessel Operator shall notify the Supplier and shall provide regular periodic updates and coordinate, as appropriate, with the Supplier.
20. Paragraphs 1(i), (iii) and (vii) apply in the event that an observer dies. In addition, the supplier shall require that the carrier vessel ensure that the body is well-preserved for the purposes of an autopsy and investigation.
21. In the event that an observer suffers from a potentially serious illness or serious injury that may threaten his or her life or safety, the vessel shall seek medical advice through the Supplier. The Carrier Vessel Operator shall ensure that the vessel will:
 - (i) immediately suspend transshipment operations;
 - (ii) immediately notify the Carrier Vessel Operator and the Supplier of the condition of the observer;
 - The supplier's independent health care professionals will make an assessment of the situation and provide medical advice.
 - (iii) takes all reasonable actions to care for the observer and provide any medical treatment available and possible on board the vessel;
 - (iv) if recommended by the health care professionals or requested by the Supplier, facilitates the a medivac or disembarkation and transport of the observer to a medical facility equipped to provide the required care, as soon as practicable; and
 - (v) cooperates fully in any and all official investigations into the cause of the illness or injury.
22. In the event that there are reasonable grounds to believe an observer has been assaulted, intimidated, threatened, or harassed such that their health or safety is endangered, the Carrier Vessel Operator shall ensure that the carrier vessel:
 - (i) immediately takes action to preserve the safety of the observer and mitigate and resolve the situation on board;
 - (ii) notifies the Supplier of the situation, including the status and location of the observer, as soon as possible;
 - (iii) facilitates the safe disembarkation of the observer, if requested, in a manner and place, as agreed between the Carrier Vessel Operator and Supplier, that facilitates access to any needed medical treatment; and
 - (iv) cooperates fully in any and all official investigations into the incident.

23. The Carrier Vessel Operator, to the extent possible, will assist in any follow-up investigation conducted by the designating authority, Supplier or Purchaser.
24. In the event that, after disembarkation of an observer from a carrier vessel, the Supplier identifies – such as during the course of debriefing the observer – a possible violation against the observer, including a violation involving assault or harassment of the observer while on board the carrier vessel, the Supplier shall notify the Carrier Vessel Operator and the Purchaser, and the Carrier Vessel Operator shall:
 - (v) investigate the event based on the information provided by the Supplier and take any appropriate action in response to the results of the investigation;
 - (vi) cooperate fully in any investigation conducted by the Supplier, Purchaser or Designated Authority; and
 - (vii) notify the Supplier and the Purchaser of the results of its investigation and any actions taken.
25. Where requested, Carrier Vessel Operator and Supplier shall cooperate in each other's investigations, including, as appropriate and consistent with their domestic laws, by providing their incident reports, into any incidents involving observers described in paragraphs 1, 3, 4, or 5.

Section 4

Observer's Responsibilities onboard Carrier Vessel's

26. For the implementation of the Programme, Observers shall monitor the carrier vessel's compliance with the relevant Conservation and Management Measures adopted by the Commission. In particular the observers shall:
- Record and report upon the transshipment activities carried out;
 - Verify the position of the vessel when engaged in transshipping;
 - Observe and estimate products transshipped;
 - Verify and record the name of the fishing vessel concerned and its RFMO number;
 - Verify the data contained in the transshipment declaration;
 - Certify the data contained in the transshipment declaration;
 - Countersign the transshipment declaration;
 - Issue a daily report of the carrier vessel's transshipping activities;
 - Establish general reports compiling the information collected in accordance with RFMO Programme requirements and provide the captain the opportunity to include therein any relevant information.
 - Exercise any other functions as defined by the Commission.
27. Observers shall comply with the RFMO **Standards of Conduct and Behaviour of Observers** (Appendix 2), specifically:
- Observers shall treat as confidential all information with respect to the fishing operations of the fishing vessel and of the fishing vessel owners and accept this requirement in writing as a condition of appointment as an observer;
 - Observers shall comply with requirements established in the laws and regulations of the flag State which exercises jurisdiction over the vessel to which the observer is assigned; and
 - Observers shall respect the hierarchy and general rules of behavior which apply to all vessel personnel, provided such rules do not interfere with the duties of the observer.
 - Observers will behave in accordance with the guidance set by the Supplier pertaining to Covid-19 while on board, or in transit to or from the vessel.

Section 5

Entry into Effect, Duration and Termination

- 28. The arrangements described by this MoU are applicable upon its signature.

- 29. This MoU represents the entire understanding between the parties in respect of the Programme and supersedes any prior written or oral representations, warranties or agreements.

- 30. Activities under this MoU or subsequent changes agreed on by either party may continue throughout the duration of the Contract between the Purchaser and the Supplier. Either Party (Supplier or Carrier Vessel Operator) may discontinue its participation in activities under this MoU at any time, and should notify the other Party in writing. The termination shall take effect at the earliest 10 (ten) days after receipt by the addressee of the notice to terminate or once the observer has disembarked the vessel and returned to their home location.

To be signed below by an authorised representative of the Company.

For the Suppliers

For the Carrier Vessel Operator

Signed: _____

Signed: _____

Name: _____

Name: _____

Date: _____

Date: _____

Appendix 1

STANDARDS OF CONDUCT & BEHAVIOR 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 RFMO) including, but not limited to, vessel's or shoreside facilities involved in the catching or processing of the products of the fishery, companies selling supplies or services to those vessel's or shoreside facilities, or companies purchasing raw or processed products from these vessel's 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 vessel's based on, but not limited to, observer race, gender, age, religion, or sexual orientation.
 3. 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 RFMO, 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.
 4. The Supplier shall not deploy observers in a manner or under such circumstances that are inconsistent with the agreed RFMO guidelines on safety.
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Appendix 2

STANDARDS OF CONDUCT & BEHAVIOR 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 RFMO certified observer when employed by a Contractor that holds a contract with the Purchaser 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, vessel's or shore-side facilities involved in the catching or processing of the products of the fishery, companies selling supplies or services to those vessel's or shore-side facilities, or companies purchasing raw or processed products from these vessel's or shore-side 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 the RFMO, or who has interests that may be substantially affected by the performance or non-performance of the observers' official duties.
 5. Observers may not serve as observers on any vessel or at any shore-side 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 shore-side 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.
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9. Observers must avoid any behaviour that could adversely affect the confidence of the public in the integrity of the Regional Observer Programme or of the RFMO, 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 vessel's
 - 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 vessel personnel
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Appendix 3

FORM T3: PRE-SEA SAFETY CHECK

Fill in fields where possible and comments where necessary.

Carrier Vessel Details

Present during the PSSC by:

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

Vessel Details:

Vessel Name		
Captain Name		
Call Sign		
Flag		
Size GT		
LOA		
Number of Crew		
Vessel contact details	Telephone	
	Fax	
	Inmarsat (A/C/M) & No.	
	Vessel email	
Vessel Agents	Name	
	Telephone	
	Fax	
	Mobile	
	Agent email	

Safety Equipment:

Valid Safety Certificate (Y/N)		Issuing Authority	
		Certified Total Complement	
Life Boats			
Type	Number	Capacity	Launch method Gravity Davit or Free Fall

Life Rafts				
Type	Number	Capacity	Hydrostatic release Yes / No	Date Service Due
Life Jackets				
Type Inflatable/Packed	Number	Location Cabin /Muster Station/ Both	SOLAS Approved Yes/ No	
Immersion Suits				
	Number	Location Cabin/Muster Station/ Both	SOLAS Approved Yes/ No	
Life Buoys				
	Number	Free Release Yes / No	Light/SART Attached	
Flares: Location			If checked No. / Exp Date	
First Aid Materials Location			Certified Medical Officer	
Fire Extinguishers				
Positioned in main corridor's (Y/N)			Charge seals intact (Y/N)	
Positioned on bridge (Y/N)			Charge seals intact (Y/N)	

GMDSS Requirements:

Radio Equipment	HF Operational yes	MF Operational yes or no	VHF Operational yes or no	INMARSAT Operational yes or no	NAVTEX Operational
EPIRB's					
Type	Number	Location		Release manual / float free	
SARTs	Number	Location		Release manual / float free	

Accommodation:

Single Cabin or Sharing	Comment
Vessel Emergency Evacuation and Muster Stations Lists – Displayed (Y/N)	

General Comments

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