

Written evidence submitted by Professor Richard Barnes (FRE0069)

Contributors

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Question 1: What are the UK and EU fisheries industries' priorities for the future relationship negotiations? How do these priorities vary between different parts of the fishing, aquaculture and processing industries and by product, region and nation? Has the Covid-19 pandemic changed any of these priorities? What might be the consequences of a deal which does not meet these priorities?

1. [Research at the University of York](#) has revealed that certain priorities are common across the UK fishing industry and other stakeholders – namely that long-term sustainability and well-enforced governance should be maintained after Brexit. Both small scale (< 10 m) and large scale (> 10 m) sectors of the UK industry would like to see an increase in quota and an exclusive zone inside 12 nm for UK fishing vessels, with some parts of the catching sector calling for an exclusive 200 nm limit for UK vessels. In contrast, [frictionless trade with the EU](#) is a much higher priority for the < 10 m vessels than for the > 10 m vessels, as the smaller boats predominately target shellfish which are mostly exported to the EU. Frictionless trade is also crucial for the processing sector, especially being able to [readily import raw materials](#) from both the EU and beyond (particularly Iceland and Norway). The availability of an adequate and appropriately skilled workforce is

a further priority for UK seafood processors. Like many other sectors of the food industry, fish processing [relies heavily](#) on labour from non-UK EU countries.

2. Regarding aquaculture, there are distinct priorities in England and Wales, compared to Scotland. For England and Wales, bivalve shellfish (oysters, mussels) are mainly exported to the EU or through EU trade agreements, whereas in Scotland aquaculture focuses on farmed salmon. Tariffs for raw, whole salmon and processed, smoked salmon are markedly different ([2% for whole salmon but 13% for smoked salmon](#)). The multinational company Mowi (previously Marine Harvest) now based in Norway had previously moved operations to Scotland to avoid the higher tariffs. It is fair to assume that upon leaving the [EU some of the processing for salmon may move to an EU Country such as Poland to avoid paying higher tariffs, salmon processors also fear losing their market share as a result of Brexit.](#)
3. Most UK fishing organisations would [prefer to stick with quotas](#) rather than move to effort based management, but the majority (55%) of UK [fishermen recently surveyed](#) were unsure about switching to a zonal based method for allocating quota in the future. In contrast, the [UK government's position](#) is that the zonal attachment method should be used for allocating quota shares, which would [increase the amount granted to the UK](#), particularly for certain stocks that are of interest to the UK fleet
4. The [EU's negotiating position](#) has consistently been to maintain the status quo on quota shares (distributed between EU nations and the UK according to the Common Fisheries Policy (CFP) relative stability key) and access of EU vessels to UK waters (and vice versa). Unsurprisingly, this position appears to enjoy [strong support](#) from individual EU nations and both EU fishermen and processors.
5. It's difficult to be sure at this stage if or how Covid-19 has changed any of these priorities. However, the pandemic has certainly had a dramatic effect on [UK fishing businesses](#) and [fishing activity](#). These effects have fully exposed the reliance of UK fisheries on the EU export market, particularly for shellfish, as many businesses ceased to become profitable without access to it. This further highlights the need for a trade deal between the UK and EU that allows for frictionless and low to zero tariff exchange of seafood products.
6. Apart from the likely negative effects of a deal (or no deal) which doesn't protect UK seafood exports, it could also threaten the sustainability of fish stocks. In the case of a no deal, the UK could well be tempted to [unilaterally increase its quota allocations](#). If the EU insisted on maintaining status quo in terms of quota shares in this situation, stocks would quickly [become overfished](#), with long-term negative consequences for both parties. On the other hand, a deal which allowed quota shares to be allocated using a zonal attachment approach in the future would be largely beneficial for the UK, but could [decimate certain EU fisheries and ports](#).

Question 2: To what extent did the UK Government consult the industry before publishing its negotiating aims? How well does what the Government has published meet the needs of

different parts of the UK fisheries industry? What are your views on the EU's negotiating mandate and draft legal text?

7. Not in a position to comment.

Question 3: How is the UK Government keeping the UK fisheries industry informed of developments in the negotiations? Has the sector been given the opportunity to comment on any of the UK draft legal texts?

8. Not in a position to comment.

Question 4: On which aspects of a future fisheries agreement are the UK and EU's aims farthest apart? Where do their positions align? On which areas does each side have the most leverage? Is there a workable compromise between the UK and EU's positions and, if so, what is it? What trade-offs must each side make? How might different resolutions to these trade-offs affect different parts of the UK and EU fisheries industries? If you see room for the EU's position on fisheries to move towards that of the UK, which Member States might support that change and why?

9. The UK and EU are farthest apart on future arrangements for sharing fish quotas. As mentioned above, the UK wants to shift to a system based on zonal attachment, while the EU wants to maintain status quo (to continue allocating shares according to relative stability). Furthermore, the UK wants to [renegotiate these shares on an annual basis](#), in contrast to the fixed proportions delivered by relative stability. For a number of fisheries ([although not all](#)), these two systems will produce [very different outcomes](#). While there are also [differences on access](#) to each other's waters (the UK wants this to be negotiated annually while the EU again wants to maintain status quo), the two sides are closer together on this issue. The UK is clearly open to allowing EU vessels to access the UK EEZ, although it wants any such [access to be under UK conditions](#). There are other more technical, but still important differences. For example, although both sides claim to be committed to sustainability, the [EU has specific targets](#) for this based on Maximum Sustainable Yield, while the [UK targets are currently undefined](#).
10. More fundamentally, there are also significant [differences in the nature of an agreement sought by the two parties](#). While the UK wants the agreement on fisheries to be independent of all other matters, the EU is determined that the [agreement on fisheries will affect other aspects](#) of the UK-EU economic relationship, particularly whether or not the EU can agree tariff-free and quota-free trade in goods.
11. Given the large differences between positions of the two sides, it seems inevitable that both need to move ground if a compromise is going to be reached. If a satisfactory agreement could be reached on quota shares then some of the other disagreements (e.g. the EU wanting to link trade with access and quotas) may dissipate somewhat. One way forward would be for the UK to take a selective, but strategic approach to increasing quota

shares. Certain species (e.g. cod, haddock, hake, monkfish, plaice) are [particularly important to the UK fishing industry](#). In areas where UK fishermen have a low amount of quota for these species, relative to their abundance in the UK EEZ, UK fishermen believe they are [being treated unfairly](#) and have trouble not exceeding their allowance, [exacerbating the discard problem](#). In comparison, fisheries for certain pelagic species (e.g. blue mackerel, horse mackerel, sprats and sandeels) are [relatively unimportant to the UK](#), but [valuable to a number of EU countries](#). An approach that provided more quota for key UK species, while maintaining the status quo for the pelagic species that are important to the EU, may prove more palatable and allow both sides to 'claim victory'.

12. Of course, any agreement, other than to maintain the status quo, will actually represent a loss to the EU. Whether or not the UK is able to achieve even modest gains will depend on its ability to assert itself as an independent coastal state and convince the EU that at least some change is inevitable.

Question 5: How much progress has been made so far in negotiations on fisheries? What effect has the Covid-19 pandemic had on the negotiations? Can an agreement be ratified by 1 July? What happens if nothing has been agreed by this date?

13. The [Political Declaration](#) committed the UK and EU to use their best endeavours to conclude and ratify their new fisheries agreement by 1 July 2020. The agreement should be in place in time to be used for determining fishing opportunities for the first year after the transition period. This means in time for annual negotiations taking place in December 2020.
14. Negotiations on fisheries part of wider talks that include discussions on a future trading relationship. To date there have been three rounds of negotiations. The fourth round is currently taking place. The negotiations are taking place behind closed doors, so the exact detail of progress is not known, other than statements released by the respective delegations. According to the Round Four [negotiation agenda](#), there are four half day sessions on fisheries, during which it is expected that the details of zonal allocation and access will be discussed in further detail.
15. Both sides have prepared draft agreements in line with their general negotiating positions. The EU draft situates fisheries within a wider agreement on a future relationship. The UK has drawn up discreet draft texts on fisheries, trade and other matters.
16. The EU published a revised draft text of the Agreement on the [New Partnership between the European Union and the United Kingdom](#) on 18 March. This states the EU objective for fisheries as 'upholding clear and stable rules and existing reciprocal conditions on access to waters and resources', and 'to upholding existing fisheries activities'. The draft proposes that the parties adopt joint long-term strategies for the conservation and management of fisheries. It further proposes agreement on reciprocal access to waters and fishing opportunities, with scope for the levels of catch to be determined annually. This means

annual negotiations to agree the total allowable catch for each stock, with shares to be determined in accordance with fixed shares as set out in the Annex. The draft leaves the details of this to be set out in an annex, which sets out the percentage shares for each stock to be divided between the EU and UK. Although blank at present, the annex states that there is a commitment to upholding existing quota shares. There is also a link between fisheries and trade, with breach of any measures on access and fishing entitlements to be met by trade sanctions.

17. The UK produced a [draft Fisheries Framework Agreement](#) on 19 May 2020. The draft contains 12 Articles, with blank annexes expected to contain technical details. In summary, the draft proposes cooperation in respect of fisheries, with access and quota to be determined on an annual basis according to the principle of zonal attachment. There is some common ground between the draft agreements, such as the objective of stock recovery, cooperation in conservation and management, data collection, basing policies on best scientific evidence, and cooperating to prevent illegal, unregulated and unreported (IUU) fishing.
18. Although there has been some dialogue on fisheries, it is clear that there is a stalemate in the negotiations, as is apparent by the end of Round Three on two key issues: the link between trade and fisheries, and the basis of access and allocation to fisheries ([Barnier Statement](#) and [Frost Statement](#), both 15/5/20, and exchange of letters on 19/5/20: [Frost/Barnier](#)). On trade/fisheries, the UK seeks to treat access to fisheries as separate from a wider trade deal. The EU seeks to link trade to a continuation of reciprocal access to fishing waters. On the question of access, the UK adheres to the principle of zonal attachment (which would produce a larger and more favourable share of species according to their distribution in UK waters), with the EU committed to retaining relative stability (which would preserve the levels of access enjoyed according to historic fishing patterns).
19. The schedule for the Negotiation Rounds has been affected by COVID-19. Covid-19 has set the negotiation schedule back by at least one month. It has also resulted in face to face negotiations being conducted by video-conference. Negotiations were also affected in March when the lead negotiators self-isolated when Michel Barnier tested positive for COVID-19 and Frost felt mild symptoms. The [terms of reference](#) set out five negotiating rounds: Round One – 2-5 March; Round Two – London 18-20 March; Round Three 6-8 April, Round Four – 27-30 April; and Round Five - 13-16 May. As a result of the COVID pandemic, [Round Two was postponed](#). Round Two was [rescheduled](#) for 20-24 April, and took place by video-conference. Round Three took place on 11-15 May.
20. It is reasonable to assume that because the machinery of government, as well as political leadership, has mobilised to address COVID-19, that there has been a reduction in political, diplomatic and civil service capacity to devote to Brexit negotiations. Given the wider resources at the disposal of the EU, it can be assumed that this has been more challenging for the UK to accommodate. It is also reasonable to assume that the financial support (over [£124billion](#)) and institutional response to COVID, as well as an increased focus on areas of

mutual dependence between the UK and EU have changed the context against which the negotiations are taking place. COVID-19 has also highlighted the vulnerability of supply chains and dependence on access to markets for seafood products between the UK and the EU as well as within Countries. More generally, COVID-19 has placed a significant strain on business, labour and the economy and any recovery from this should be factored into decisions about the pace of negotiations, as well as the substance of any future relationship. Indications are that [economic recovery](#) from a recession will take priority in future policy decisions.

21. The immediate focus of these delays has been on the question of whether or not an extension (of one or two years as per the transition deal) to the transition period will be sought by the UK. This must be sought by 1 July. The EU has offered up an extension. The UK has rejected this. However, it is difficult to determine whether or not an extension is a realistic outcome because the EU and UK statements on this are naturally part of their wider negotiating strategies.
22. It remains possible that the terms of an agreement on fisheries could be reached before the 1st July. However, even this would require a significant and unexpected development in the negotiations and a significant softening of positions to reach compromise.
23. Even if agreement is reached on the text, it is impossible for a fisheries agreement to be ratified before 1 July. This is because there is now insufficient time for the treaty to proceed before the ratification process before the 1st July. Under Section 20 of the Constitutional Reform and Governance Act 2010, a treaty is not to be ratified unless it is laid before Parliament for 21 sitting days, and that neither house has resolved that the treaty should not be ratified. This would have required the treaty to be placed before parliament on the 2 June at the latest.
24. The commitment to agree a deal by 1 July 2020 is a political agreement. It is not a legal commitment, so does not entail any legal responsibility. It is possible for a deal to be agreed after this date. The transition period will continue until the end of 2020. If an agreement was secured before the start of the next round of the annual EU fishing negotiations, then this would provide the parameters for any decision on quota shares and swaps. If no agreement was reached, then any quotas would be negotiated from scratch. The UK could exclude foreign access to its waters and allocate fishing quotas for stocks exclusive to its waters as it sees fit. For shared stocks, the UK and EU are required under UNCLOS to cooperate in the conservation and management of such stocks, including matters of quotas and technical measures.
25. Any negotiation of an agreement after 1 July would be negotiated without the prospect of any extended transition period, and against the background of more complex negotiations about the wider political and economic relationship. There is no barrier to a fisheries agreement being negotiated. It is expected that negotiations will continue beyond 1 July, but the longer it takes to reach a deal, the more difficult reaching a deal will become.

Question 6: What evidence is there that the UK and EU have considered how any agreement will be monitored and enforced? What preparatory work is needed to ensure the UK can monitor and enforce any agreement? To what extent will such enforcement require cooperation with the EU and other nations to be effective?

26. There is evidence that the EU and UK are considering how a Fisheries Agreement will be monitored and enforced. By way of clarification, monitoring and enforcement is understood to refer to that of individual fishing concerns. This is separate from the question of compliance with the treaty by the parties. Each is noted below.
27. As regards the EU position, Objective FISH1(k) of the EU draft provides the objective of 'ensuring cooperation on monitoring, control and surveillance activities, including the fight against illegal unreported and unregulated fisheries'. It further includes a provision (FISH 9) requiring each party to 'take all necessary measures to ensure respect by operators' of the terms of the agreement'. It requires parties to 'establish joint control, monitoring and surveillance programmes in order to coordinate and cooperate on control, monitoring and surveillance of fishing activities within Union and United Kingdom waters' and to 'exchange electronically all relevant data to facilitate control and enforcement actions, in particular catch, fleet and vessel position data. The draft includes a compliance mechanism which entitles a Party to suspend tariff concessions in the face of a breach of the agreement by the other Party (FISH13). More generally, a breach of commitments under the agreement would come within the scope of a dispute settlement process, although the details of this remain quite general.
28. The UK draft text provides that each party is responsible for taking measures to ensure its vessels comply with the provisions of the Agreement, and with any rules and regulations applicable to vessels in the other Party's waters. The detail of such rules is left to be determined at a later date through a Fisheries Cooperation forum (Art. 5). It is not expected that measures will be adopted by such a body before 2021. It further provides for data sharing, including vessel monitoring data (VMS) in order to prevent, deter and eliminate illegal, unreported and unregulated (IUU) fishing. As regards the question of compliance with the agreement by the UK and EU, the draft provides that this shall be resolved through consultation (Art 8).
29. As a matter of domestic law, the UK has included provisions in the Fisheries Bill that will provide the basis for enforcement actions against vessels through access conditions and licensing.
30. The UK is building operational capacity to monitor and enforce fisheries once it is operating outside of the Common Fisheries Policy. In 2018, the Defence Secretary announced that three patrol vessels would be retained in service for longer. Existing assets were also being replaced, with [five new fisheries patrol vessels commissioned](#) and due to be operational in 2020. These new vessels' duties will be shared between fisheries enforcement and wider

patrolling duties. Furthermore enforcement is a matter for the devolved administrations and so much of this will be determined by their capacity too. While Marine Scotland, for example, has built extensive monitoring and enforcement capacity, other administrations (for example the Wales) do not have the same level of resources at their disposal.

31. We observe that at sea enforcement is expensive and limited in practical terms: the area to be patrolled is vast and patrol vessels cannot maintain an effective presence in all areas at all times. As such, enforcement activities will depend heavily upon the use of data and remote monitoring through cameras or satellite imaging. Remote monitoring and data can be used to help target both at sea enforcement measures as well as take action in port. It is also important to develop a 'culture of compliance'. If rules are perceived to be legitimate (ie stakeholders have a role in the design of the rules) then fishers will have less reason to try to circumvent those rules, generating a culture of compliance. This extends not only to the rules, but to enforcement measures. These must be timely, consistent in application, with sanctions harmonised as far as possible and scaled appropriately to the seriousness of any infringement. There is [research](#) showing a lack of data and transparency in how existing sanctions are imposed. If penalties are not high enough, then they do not act as a disincentive - and may even be regarded as a cost of '[doing business](#)'.
32. A good compliance/enforcement strategy will combine different mechanisms: self-policing and compliance culture (if rules are perceived as fair and apply without discrimination), physical enforcement through patrols and inspections, remote monitoring mechanisms (e.g. surveillance, cameras), port-based measures (landing checks, inspections of logs etc, and then enforcement measures where infringements are identified).
33. The precise nature of any preparatory work will depend upon the content of the Agreements. In particular, much will depend upon the extent to which unilateral or integrated joint monitoring and enforcement mechanisms are adopted. The former will require greater emphasis on building UK capacity, whereas the latter will require greater emphasis on establishing coordinated data management and operational protocols. Some general observations can be made on the kinds of preparatory measures that need to be undertaken.
34. Given the limits of enforcement capacity in the UK and EU, an effective enforcement strategy should be built upon clear, coherent rules and then effective data gathering, processing and sharing mechanisms. This will enable a risk-based approach to be taken to enforcement, with assets and enforcement measures being targeted where they are most needed. Data should include fishing entitlement, vessel identity and location, licence details, catch and landing information (including details of designated landing ports for foreign vessels). As far as possible these should build upon existing control mechanisms, such as the EC Regulation 1229/2009, as amended. Harmonised rules and enforcement protocols reduce the costs and complexity of enforcement activities. Common protocols for data sharing need to be considered, so that information is recorded in standardised ways. If electronic systems are used, then data should be stored and transmission should

be in accordance with recognised standards (e.g. United Nations Centre for Trade Facilitation and Electronic Business (UN/CEFACT) P1000 standard). As appropriate data related to enforcement proceedings should be made available to the partner agencies.

35. As a matter of general international law, the UK and EU are responsible for monitoring and enforcing fisheries regulations within their respective waters. This could be done unilaterally, or through agreement to cooperate in operational matters. Cooperation is preferable since it allows for sharing of capacity and resources, as well as coordination of patrols. This is important in practical terms given the limited geographic coverage that can be provided by fisheries enforcement patrols.
36. As a minimum, some degree of cooperation will be required to share details of fisheries rules and regulations. This will be necessary in order that flag states can advise and ensure that vessels are complying with any such rules, as is required under international law. For shared stocks, there needs to be agreed rules and regulations applicable to any vessels fishing for the stock. If different standards are applicable, this will undermine the legitimacy of the rules (leading to potential non-compliance) or render sustainable management impossible as different vessels operate according to different and potentially conflicting standards when fishing for the same stock. Common standards will also render enforcement activities easier since enforcement agencies only have to work to a single set of rules.

Question 7: Are the EU's fisheries agreements with countries such as Norway and Iceland suitable models for any deal with the UK? How does the deal the EU is proposing with the UK differ from such existing agreements? Is the EU correct to argue that annual negotiations with the UK would be impractical? How might a system of annual negotiation work?

37. While there are elements from the EU's fisheries agreements with countries such as Norway and Iceland that the UK can take lessons from in developing a UK-EU fisheries agreement, these existing models are not wholly suitable.
38. The EU has two types of bilateral fishing agreements with non-EU countries: sustainable fisheries partnership agreements (SFPAs) in which the EU gives financial and technical support in exchange for fishing rights, generally with southern partner countries, and 'Northern agreements' which refer to the joint management of shared stocks with Norway, Iceland and the Faroe Islands. It is these latter agreements that are of particular relevance to the UK.
39. The agreement with Norway is the largest fishing agreement in the north of Europe. It is based on a fisheries agreement reached in 1980 and supplemented by an exchange of letters in 1992. This agreement is managed via annual consultations between the two parties. The annual consultations traditionally cover two main issues: the setting of TACs for jointly managed joint stocks in the North Sea (including cod, plaice and haddock) and

the exchange of fishing opportunities. Quota shares under the Norway agreement remain fixed.

40. Fisheries relations with the Faroe Islands are covered by the 1980 fisheries agreement. Following the signature of a trilateral five-year agreement on mackerel between the EU, Norway and Faroes in 2014, European vessels were able to return to Faroese waters, and vice versa.
41. The fisheries agreement with Iceland was signed in the context of the European Economic Area (EEA) Agreement. Iceland is also an important partner in the management of joint stocks in the north-east Atlantic. This fisheries agreement is 'dormant'.
42. Multilateral fisheries agreements are generally coordinated through one of many international organisations that deal with fisheries management. One particularly important organisation is NEAFC - the North-East Atlantic Fisheries Commission. It is through NEAFC that the ad hoc annual agreements, known as the 'Coastal States' agreements, for managing shared fish stocks take place. They concern the stocks of redfish, blue whiting, Atlanto-Scandian herring, mackerel and Rockall haddock and often focus on the setting of joint total allowable catches. Any management measures agreed in this framework are forwarded to the NEAFC.
43. In considering whether this framework of agreements would be suitable for the UK it should be recognised that this framework is not wholly suitable for the current participants. As there is no legal obligation between parties to secure an agreement (e.g. a Coastal States agreement), parties have left the negotiations and managed shared stocks independently, for example by setting unilateral TACs that they feel respect their 'fair share'. In an effort to prevent this happening, negotiations make great efforts to please all parties, for example by setting high TACs so every party receives enough TAC to respect their 'fair share' of the scientific advice. This contrasts with the internal EU TAC negotiations where there is a legal obligation for Member States to reach an agreement on TAC (hence the late night and often early morning outcomes) and TAC shares are fixed (through 'relative stability'). The result is that TACs set in the Norway Agreement exceed scientific advice by a greater amount than the internal EU TACs and the TACs set in the Coastal States agreement exceed scientific advice [further still](#). The recent 'mackerel wars' where unilateral TACs were set for several years followed by agreed TACs that jointly exceed scientific advice by large amounts are a clear example of this practice.
44. This sustainability challenge would be amplified in the UK context. As 'fair shares' are starting from an EU position of relative stability and an UK position of zonal attachment for many stocks there are vastly different positions to resolve. Whereas the Coastal States agreement covers several stocks and the Norway agreements over a dozen, the UK and EU would require a framework suitable for well over a hundred shared stocks. Negotiating the appropriate level (e.g. 10,000 tonnes) and share (e.g. 70%/30%) of every single stock increases the [cumulative risk](#) of negotiations breaking down entirely which all but

guarantees overfishing (which comes with its own economic consequences) and retaliatory measures (such as the [sanctions](#) placed on the Faroe Islands during the '[herring war](#)' with the EU).

45. It is the sheer number of stocks (and related TACs) that are shared between the EU and the UK that forms the basis of the claim that a 'Iceland-style' or 'Norway-style' arrangement would be impractical. Given that these arrangements cover a much smaller number of stocks, take place through several rounds and already come to unsustainable outcomes there is a valid concern of impracticality as expressed by Michel Barnier.
46. Additionally these existing models do not account for the devolution challenge which is present in the UK's case. Indeed, different parts of the UK will have different interests in any agreements with other coastal states (with Scotland, for example, having more of an interest in agreements with Norway and the Faroe Islands than other parts of the UK). Although the UK Government's position is to lead on international negotiations as this is not a devolved competence, this does highlight the need to involve the devolved administrations in the development of any future agreements to ensure the needs of their respective industries are met, and therefore adds a further layer of complexity which will need managing.
47. A third consideration is that these fisheries agreements do not allow for quota swapping between countries, which is currently [used by the UK and other EU Member States](#) to get access to the fisheries they specialise in and need additional opportunities for. How important it will be to have a flexible quota swapping mechanism will depend, in part, on what quota shares are agreed and whether the UK fleet accesses the quotas it requires. Regardless, the flexibility of the system is an important feature that will be lost and its absence puts more pressure on the already difficult annual negotiations.
48. There are some lessons that can be learned from these fisheries agreements, for example linking them to an RFMO. In principle, the conservation and management measures (CMMs) developed by RFMOs seek to regulate harvesting, end overfishing and produce maximum sustainable yield (MSY) based on the best available independent scientific advice, as set out in Sustainable Development Goal (SGD) target 14.4, but [political interference in that process has been documented](#).

8. How would a system based on zonal attachment differ from one based on relative stability? What steps must the UK Government and other stakeholders take to put such a system in place? How long might this take?

49. As already mentioned, zonal attachment would deliver quite different quota shares than the current system based on relative stability, particularly for some stocks. To date, only three studies are publicly known to have scientifically analysed the differences; the [University of Aberdeen](#), the [University of York](#), and Cefas and the MMO for the [UK Government's Fisheries White Paper](#). The Aberdeen study found zonal attachment would

deliver significantly more quota for 12 of the 14 stocks they examined, with the biggest difference being for hake in the North Sea. Fifty eight percent of the hake stock was found to be in UK waters, but the UK currently only gets 18% of the catch. The York study found very similar results for hake in the North Sea, and that overall, zonal attachment would deliver more quota to the UK for 9 of the 13 stocks they examined. In neither study did zonal attachment allocate more quota for any stocks to the EU. In comparison, all 10 stocks presented in the White Paper indicated more quota for the UK, but these examples were somewhat biased, having been specifically chosen to make the case for zonal attachment.

50. Although the above three studies represent a substantial amount of work and body of evidence, it is worth noting that [over 100 fish stocks are shared between the UK and EU](#). To fully assess the differences between zonal attachment and relative stability, the case for all of these stocks needs to be examined. This highlights the scale of the work that still needs to be undertaken, and also the challenge of renegotiating quotas, based on zonal attachment, on an annual basis.
51. From a scientific point of view, the UK is fortunate that [NE Atlantic fish stocks are some of the best studied in the world](#), with fisheries independent surveys going back to the 1960s in some cases. However, allocating quota shares based on zonal attachment is not an exact science. The results of surveys by different countries can be debated, and the [location of spawning and nursery grounds also needs to be factored in](#). In the so-called '[Mackerel Wars](#)' disagreements over science led to different countries unilaterally setting quotas and consequently overfishing the stocks. Even the [UK's Government's Fisheries White paper](#) admits 'there is no single agreed definition of how zonal attachment should be measured', leaving the door open for considerable debate.
52. However, despite the difficulties of implementing a zonal attachment based system, [scientists increasingly agree](#) that it should form the basis of the way forward. Relative stability is based on catches from the 1970s, but since then both the distribution of fishing activities, and the fish themselves, has [changed dramatically](#). Much of the change in fish distribution has been driven by climate change, a factor that will only become more important in the future. A more flexible and adaptable management than currently used by the CFP will become essential in the relatively near future, in order to tackle fisheries discards and ensure fish stock sustainability.
53. Aside from the political difficulties of striking a new fisheries agreement based on zonal attachment (see question 4 above), the practicalities are also complex. The case for all 100 plus shared stocks still needs to be analysed, and this will likely expose the need for more data in certain areas. Given the natural variability of fish stock populations, each case for basing quota allocation on zonal attachment should ideally be [based on 4 or 5 years of surveys](#). These data may already exist in many cases, but almost certainly not all. A full and immediate switch to zonal attachment is therefore unlikely to be possible. However, given that the EU is unlikely to agree to anything more than a limited and phased in switch in systems, at most, that may not be a problem.

Question 9: What fisheries agreements does the UK also need to reach with other European countries such as Norway and Iceland? How much progress has been made to date? How would these agreements interact with any future UK/EU agreement?

54. Under international law, the UK (and other States) are required to cooperate in the conservation and management of fish stocks, to ensure they are not over-exploited (UNCLOS Art 61). There are specific requirements to cooperate in respect of shared stocks (UNCLOS Art 63/64). Cooperation can be bilateral, multilateral or through regional organisations.
55. The UK has common maritime boundaries with Ireland, Denmark, Germany, the Netherlands, Belgium and France. However, it is important to note that the UK cannot enter into agreements with individual EU Member States because the EU has exclusive competence over fisheries and so exercise fisheries management responsibility on behalf of its member States.
56. Within the region, the UK has common maritime boundaries with Norway and the Faroe Islands. Although the Faroe Islands is not an independent State, it has the legal authority to manage fisheries as an independent nation. The UK does not have a common maritime boundary with Iceland, but there are some shared stocks with Iceland (e.g. mackerel) that require co-management.
57. The UK maritime zones also border the high seas to the north and south west of Ireland, so there is a need to ensure fisheries management arrangements are in place for any stocks in these areas. In the North East Atlantic, NEAFC is a regional fisheries management organization responsible for conservation and management of fisheries in the Convention area (High seas). The UK will be treated as a Member State of the EU until the end of the transition period. Thereafter it can apply to be an independent member of NEAFC. This membership is still pending.
58. The UK signed a series of continuity agreements with the [Faroe islands](#) and [Norway](#) to honour existing access and quota arrangements, as well as continue regulatory measures. These agreements were to remain in place until the end of 2019. We cannot confirm if/how these were extended into 2020.
59. The UK has entered into discussions at a ministerial level with Norwegian counterparts concerning fisheries and seafood trade. From limited press reports, these appear to be limited to planning how any future agreements will proceed, rather than the detail of any such agreement. In addition officials in the UK (both in Defra and Marine Scotland) and Norway are in informal dialogue and have established tentative working relationships, but again this is at an abstract level rather than focusing on the detail of future agreements.

60. In 2019, the UK entered into a [trade agreement](#) with Denmark in respect of the Faroe Islands. This extends to trade in seafood products, not fisheries conservation and management.
61. In political terms, it would be difficult to negotiate agreements on fisheries in isolation. This is because the existing status quo represents a series of compromises across a range of fisheries. They are also connected in political terms to other issues such as trade and development. These arrangements form a broader package deal, and as soon as one state seeks to revise an individual agreement, this will impact upon other related agreements
62. In biological terms, a significant number of fish stocks are shared. Many fisheries are also mixed, meaning that it is difficult to catch some species without catching others. As such fishing activities need to be considered in a holistic way. These political and biological factors need to be accommodated in legal agreements.
63. In purely legal terms, it would be possible to negotiate separate fisheries access agreements with Norway, Faroe Islands and Iceland. There are a couple of limitations on this approach. First, where a stock is shared, then there is a duty on all States within whose waters the stocks are located to cooperate in order to seek to agree measures necessary to coordinate and ensure the conservation and development of such stocks' (UNCLOS, Article 63). This suggests that agreements are required between the concerned States, and a failure to account for this in bilateral agreements could either place a state in breach of UNCLOS, or more likely result in unsustainable fishing as states seek to maximise fishing activities unilaterally outside of fisheries agreements to which they are third parties. There is evidence of this happening within regional agreements in respect of [mackerel](#) in the North Atlantic.
64. Second, any rights and duties contained in discreet agreement would have to be compatible. For example, the UK could not negotiate an agreement providing for exclusive access to 'stock x in UK waters' with Norway, and then seek later to negotiate a similar agreement with the Faroe Islands over the same stock. This would place the UK in breach of its earlier treaty commitments to Norway. This points to the complexity of negotiating agreements for fish stocks. The status quo of access and allocation contained within bilateral and regional fisheries arrangements will need to be unpicked following the departure of the UK from the EU. In simple terms the size of the cake is the same. As the UK seeks to secure a larger share of the cake as an independent coastal State this means claiming a share previously held by other parties. If this happens, then it is natural that the other parties will seek to offset those losses in other ways. For example, if the EU has reduced access to UK fish stocks, it may seek to negotiate a greater share of access to Norwegian stocks.

Question 10: How important is access to the EU market for the UK fisheries industry? What additional customs, regulatory and sanitary/phytosanitary barriers might the UK fisheries industry face under any future relationship with the EU? How might these barriers be

reduced? What barriers would exist if no trade deal is reached before the UK leaves the Transition Period?

65. Access to the EU market is hugely important for the UK fisheries industry. The majority of UK-caught fish is exported (76%) and the majority of that is [destined for the EU \(75% or 56% of the total\)](#). Current exports outside of the EU are made through EU free-trade agreements, so while not directly linked to the EU market it is linked to EU membership and policy. Significant progress has been made in securing [UK trade agreements](#), for example the [UK-South Korea trade agreement](#) that is critical for the rapidly growing whelks fishery in Wales and along the Eastern English Channel and East Coast of England. The dependence on the EU market varies significantly by subsector of the UK fishing industry and is covered in the answer to question 13.
66. In the absence of a free trade agreement between countries the tariffs will be the Most Favoured Nation (MFN) applied tariffs. Food products tend to have high price elasticities of demand as consumers readily switch between products and new suppliers are available for most commodities. Worryingly for UK producers, these high elasticities in the food market, combined with high MFN tariffs in the food category, has led sectoral trade analysis on Brexit to estimate catastrophic effects for the future of UK-EU seafood trade. Specific seafood products may prove an exception to this as they are luxury products that restaurants and other outlets cannot drop from their offering. It may also be the case that due to the biology of fish stocks, there simply is no other producer of a particular seafood product. Some studies, for example those by the [New Economics Foundation](#) and by [consultancies commissioned by the Scottish Government](#) have attempted to measure these impacts at the species level.
67. While the precise nature of the deal means there is uncertainty around these requirements, the following apply to exports of wild-caught marine fish or fishery products to the EU from 1 January 2021. Requirements include: an export health certificate, for all fish and seafood, including aquaculture products, except for direct landings from UK-flagged fishing vessels, and a catch certificate. You may also need: a prior notification form, a pre-landing declaration, a storage document, and / or a processing statement. The EU uses these documents to monitor fishing activity and to detect illegal, unreported and unregulated fishing.
68. Vessel owners or skippers landing fresh fish into EU ports will need to: provide a catch certificate and pre-notify EU designated ports 4 hours before landing. Fresh fish landings from vessels which are not approved food establishments will not need an Export Health Certificate. Local Authority approved freezer, reefer or factory vessels that land frozen or processed fish directly into the EU will require: a Captain's Certificate signed by the Captain who is authorised by APHA (Animal and Plant Health Agency) or DAERA (Department of Agriculture, Environment and Rural Affairs), the fish to be landed into a Border Control Post (BCP) approved for the landed fishery product. 'Processing' includes activities such as wrapping, mincing, freezing and filleting. Non-food approved registered vessels that land

fresh fish directly into the EU at a NEAFC designated port will not require an Export Health Certificate or to pass through a BCP. They will still be subject to any normal official controls within the port. 'Fresh fish' may have undergone primary production, which may include de-heading or gutting

69. To export fish to the EU after 1 January 2021, fishers must follow the same rules that are currently in place for exports of fish to some non-EU countries and are required to create: an export health certificate, except for direct landings of fresh fish in EU ports from UK-flagged fishing vessels (You must include a completed Export Health Certificate (EHC) for each type of animal or animal product you're exporting from the UK. If fishers are exporting a consignment which includes a mix of products, you'll need an EHC for each product type. An EHC is an official document that confirms your export meets the health requirements of the destination country. All exports of fishery products will need to be dispatched from an UK approved food establishment that has been listed by the EU.); a catch certificate-you need to validate this and send it to your importer, and to follow customs and border inspection requirements. They may also need: direct landing documents, a storage document, and/or a processing statement. Fishers must also comply with HMRC guidance on customs requirements for exporting to the EU. These rules will apply to: exports to the EU of fish caught by a UK flagged fishing vessel, exports to the EU of fish imported from another country that have been stored or processed in the UK, and direct landings in EU ports by a UK flagged fishing vessel.
72. Specific concerns regarding post-Brexit seafood trade were detailed in the '[Trade in seafood: exports in a no-deal scenario inquiry](#)' by the UK Parliament's International Trade Committee. Witnesses noted particular concern for small-scale fisheries. These comments included that small-scale vessels are less aware of what is required and may not even know that their catch is currently exported (Fiona Wright), that the necessary exporting certificates have a set price, so there are economies of scale with the financial cost proportionately larger if you're a small business (Terri Portmann) - and the same for the costs in time and effort of setting up new documentation systems (David Jarrad). Then fisheries minister, George Eustice concluded that for small businesses with a lot of small shipments (e.g. across NI border) it's simply a choice between ending the export of their product or consolidating their business.
73. [Economic modelling commissioned by the Scottish Government](#) has converted these NTM into 'tariff equivalent estimates', for example that Rules of Origin measures add a tariff equivalent of 4-8% and anti-dumping measures add 5-6% to the general trade with EU countries and 1.2-1.9% to worldwide trade. Taken together, a WTO MFN outcome (scenario 4) is estimated to apply tariff equivalents of 15% to seafood exports to the EU (and a baseline of 15% to seafood exports outside of the EU).
74. The [economic modelling for the Scottish Government](#) found that the direct impacts of facing WTO Most Favoured Nation tariffs and increased non-tariff measures would be a decrease in direct economic output in Scotland of around £50 million (with most of the

impact in the processing sector). The indirect impacts would subtract a further £27 million from Scotland's economy and the induced impacts another £8 million. The total impact would be an £85 million or 3% decrease in economic output from 2015. This would be associated with a decrease of 429 FTE jobs (direct, indirect and induced).

75. An ambitious deal between the UK and the EU could remove some, but not all of these costs. For example, the [economic modelling for the Scottish Government](#) modelled a scenario (2) based on an EEA-type agreement like Norway. This scenario is estimated to apply tariff equivalents of 10% to seafood exports to the EU (and a baseline of 15% to seafood exports outside of the EU).

Question 11: What obligations concerning fisheries does the Ireland/Northern Ireland Protocol place on the UK, EU and EU member states and their respective industries? What elements of the Protocol's implementation concerning fisheries remain to be decided by the Joint Committee or are otherwise unclear, for example: the conditions under which fisheries and aquaculture products landed by NI vessels will be exempt from EU duties? How might these issues be resolved.

76. Two provisions in the Protocol on Ireland/Northern Ireland concern fish: the provision dealing with customs and movements of goods; and the provision on North-South Cooperation.
77. Northern Ireland remains part of the UK customs area, and so will be subject to whatever deals the UK agrees with third States. In order to prevent a hard border on the island of Ireland, NI will have to apply some EU single market rules (set out in the Protocol) and abide by the EU Union Customs Code. This means there will be no customs or regulatory checks on goods moving between Northern Ireland and Ireland. If, in the future, the UK stays outside the EU single market and customs areas, there will need to be regulatory checks and controls on goods moving between Great Britain and Northern Ireland. For goods that move from the UK to NI only, this is not an issue; no tariffs or restrictions should apply. However, if there is a risk of goods moving to Ireland (either in their original form, or after processing), then the goods would be subject to tariffs. If it can be proved that the goods stayed in NI, then the tariff will be reimbursed. A Joint EU/UK Committee will consider and establish further conditions on tariffs applicable to goods entering NI from GB. The Joint Committee met for the first time on [30 March](#), and is due to meet again in June. The detail of this work will be done through a Specialised Committee on the NI Protocol. This committee met for the first time on 30 April 2020.
78. The protocol and the above mechanisms are relevant to fisheries and aquaculture products. First, it details what regulations must be applied to fisheries and aquaculture products in order to maintain alignment with the rules of the single market (Annex 2, para 46 contains 12 EU Regulations). These do not establish additional burdens since most such rules remain applicable in the UK by virtue of the carry-over of rules of the CFP under the EU Withdrawal Act. Second, although trade in seafood products is not covered by the

Protocol, tariff exemptions can be agreed. Accordingly, rules will be required to be in place at the end of the transition period, when fish caught in UK waters (even by NI vessels) and intended for export to the EU will be considered by the EU as third country imports. Accordingly, Article 5(3) of the protocol provides that a EU/UK Joint Committee shall establish conditions (e.g. limits on the volume or quality) under which fish brought into the EU by vessels flying a UK flag, and registered at a NI port will be exempt from duties.

79. The Protocol is to be implemented and applied in a way that 'maintains the necessary conditions for continued North-South cooperation, including inland fisheries. This provision is relevant to the management of fisheries in Carlingford Lough and Foyle Lough by the Loughs Agency. This is a joint North /South Body established under the Belfast ('Good Friday') Agreement of 1998. The powers and responsibilities of the Loughs Agency are set out in the North/South Co-operation (Implementation Bodies) (Northern Ireland) Order 1999 and the British Irish Agreement Act 1999. This established a range of fisheries management measures. These are put into effect through NI statutory Instruments and equivalent measures in the Republic of Ireland. The statutory instruments are authorized under the Foyle Fisheries Acts of 1952 (there are two statutes: one for the Republic of Ireland and one for Northern Ireland). These are measures based upon domestic law and so are unaffected in the immediate term by Brexit.
80. Where challenges may arise is if there is any divergence in fisheries management requirements between the Republic of Ireland and the UK following Brexit. This would require revision of the above statutory arrangements. One would assume that coordinated measures would fall under the purview of the EU/UK Joint Committee.
81. The situation is further complicated by the lack of agreed boundaries in the Loughs. The current arrangements balance competing sovereign claims, fishing rights and practical management. This needs careful consideration in the event the wider regime of fisheries management changes.
82. As noted above the Joint Committee must establish conditions relating to the exemption from customs duties for fish and aquaculture products landed in NI by UK flagged vessels registered to NI ports. There appear to be two key issues here: registration/licensing controls and quantitative restrictions on the volume of seafood products.
83. Under [UK Shipping laws](#), vessels are registered under the UK flag. There is at present no strict legal distinction about registration in different ports. This is an optional element of the registration process referred to as the 'port of choice'. In principle, there is nothing to prevent English, Scottish, Welsh (or indeed EU national) owned vessels from making a 'port of choice' designation to a port in NI, or transferring their 'port of choice' in NI. Doing this could entitle vessels to benefit from any exemptions to tariffs. There is little evidence of vessels changing the port of choice at present, but this may be a concern in the future when the advantages of a preferential tariff regime for NI vessels becomes clear and so provide incentives to take advantage of the preferential tariffs. The opportunistic use of

the port of choice is in part restricted by the licensing rules that are applied under the [UK Fisheries Concordat](#), which restricts the issue of licences to vessels that land the majority of their catch in the ports of the licensing administration. The Concordat is dated and some administrations have been pushing for its reform. In the interim, the Concordat is flexible and provides discretion in respect of licensing authority, so there is some room for manoeuvre here. Movement of ships between registries will also be constrained by practices of fish producer organisations, who control how the quota pool is used by members. If there are attempts to exploit the 'port of choice loophole', this may require some tightening up of either the registration rules (for example requiring persons seeking to register their fishing vessel in NI to demonstrate some form of genuine link with NI), or a tightening up of how registration and licensing is set out under the UK Fisheries Concordat.

84. The Joint Committee may consider it desirable to set a cap on the volume of fish products entering the EU under any preferential tariff arrangement for NI registered vessels. This could be used to prevent NI being used as a back door for exporting goods to the EU outside of any UK/EU trade agreement. This could be calculated according to an evaluation of the historic level of seafood caught by NI vessels (and/or processed in NI) over a period of time (e.g. past five years).

Question 12: If no fisheries agreement is reached by the end of the year, what obligations remain on the UK and EU under international law, for example: access to fishing waters and landing rights? Would you be concerned about the sustainability of fish stocks if the UK and EU do not manage to reach agreement?

85. If there is no deal in place before the end of the transition period, the UK and the EU will still be bound by general international law. More specifically, this includes the United Nations Convention on the Law of the Sea (UNCLOS) and the United Nations Fish Stocks Agreement. UNCLOS requires cooperation and efforts to agree rules on access to waters, as well as setting catch limits and standards on conservation and management of marine resources. The UK and the EU are required to listen to scientific advice on catch levels, ensure stocks are not overfished, and to maintain fish stocks at sustainable levels. However, there will be no automatic access to each other's fishing grounds. And the absence of practical rules on access, quota and fishing for shared stocks means there is a risk of disputes occurring between UK and EU fishers.
86. The UK enjoys exclusive authority to regulate fishing in its coastal waters out to a maximum of 200 nautical miles. This means the UK can unilaterally exclude access to its waters, set the total allowable catch for fish stocks, establish fishing quotas and other rules for fishing for stocks located exclusively in UK waters. The Fisheries Bill proceeding through parliament provides the legal basis for the exercise of such authority. The UK does not have to provide access or fishing rights to foreign fishing vessels. The EU might raise a claim to continued access based on historic fishing rights. However, the legal case for this is quite weak because it runs counter to more recent rules governing access under UNCLOS.

87. UNCLOS requires the UK to maximise the fishing opportunities from stocks in UK waters. This means that if the UK does not have the capacity to harvest the entire allowable catch, then the UK shall, through agreements or other arrangements, give other states access to the surplus of fishing opportunities. Article 62: requires the coastal State to promote the objective of optimum utilization. Optimum utilization is not defined. It could mean full use. It could also mean something lower than this. Furthermore, the word 'promote' does not mean achieve. However, the rules in the later sub-paragraphs do add more detail to how the obligation is to be exercised or enjoyed. The obligation to maximise resource use is subservient to general conservation and management duties. This means limits on use could be justified on the basis that this was deemed necessary to conserve stocks – for example to set lower exploitation levels below a stock to grow. Secondly, Article 62 is subject must be exercised in good faith and not in a way that constitutes an abuse of rights. This would limit the coastal States efforts to deliberately exclude access by manipulating TAC in line with domestic harvesting capacity. This would be difficult to prove and challenge. This access can be on commercial terms (ie paid access), although it could also be part of a quid pro quo for something else, such as preferential market access for goods and services. Access is discretionary, but when granting it, the UK is obliged to take account the significance of the living resources to its own economy and interests, and the need to minimize economic dislocation in states whose nationals have habitually fished in UK waters or that have made substantial efforts in research and identification of stocks. This is important because although the UK is no longer bound by the Common Fisheries Policy, international rules on utilising fishery resources, alongside the 'carrots' of trade deals and market access, will continue to be used by the EU to leverage continued access to UK waters for its fleet.
88. Separate from the question of who can fish in UK waters (and for how much), it is important to say something about how fishing will be regulated. Although the UK is outside of the Common Fisheries Policy (CFP) going forward, fishing by UK vessels in UK waters (and EU fleets if there is a deal) will still be governed by laws created under the CFP. When the UK left the EU, it adopted a vast body of technical rules governing fishing (e.g. gear restrictions and by-catch rules) into domestic law in the UK. This means that the same rules for fishing will apply, at least until different rules are developed in the UK. As long as these rules remain common to fishers in the EU and UK, this may reduce the risks of conflict arising from incompatible fishing activities (e.g. gear, reporting requirements).
89. We are particularly concerned about the risks to the sustainable management of fish stocks in the event of a no-deal. The greatest risk of disputes or overfishing is in respect of shared fish stocks. Fish stocks are shared across international maritime boundaries. Many important fish stocks swim between UK and EU waters. In such cases, international law obliges coastal states to cooperate in their management. The form and extent of cooperation is not specified in great detail, as noted above. In the event that no agreement is reached, the EU and the UK could unilaterally set their own catch limits and quotas, but without common agreement there is a significant risk that each side will set catch levels according to their own interests – the EU maintaining catch levels in line with the fishing

levels set under the Common Fisheries Policy (called relative stability), and the UK set catch levels according to the size of the stocks located in its waters (called zonal attachment). With both sides seeking to maintain or increase fishing levels, this could result in over exploitation of stocks and [precipitate the collapse of stocks](#). This scenario must be avoided at all costs. [Research shows](#) that a failure to agree sufficiently low fishing limits has been the cause of conflict or stock collapses or in the past (see also above paras 17 &18).

Question 13: What would be the social and economic consequences if no UK/EU fisheries deal has been reached by the end of the year? How might these vary across different parts of the fisheries industry? How might these effects be mitigated?

90. There are great uncertainties concerning Brexit. Even if no UK/EU fisheries deal has been reached by the end of the year, there are still many variations that could lead to different outcomes depending on whether the UK increases its quota share, whether the EU reduces its quota share, whether access to UK waters is prohibited or greatly reduced, whether a new UK Fisheries Bill and secondary legislation changes aspects of UK fisheries management, or whether trade agreements with non-EU countries are reached, to name just a few.
91. Economic modelling by the [New Economics Foundation](#) included four scenarios based on changes to quota, access, tariffs and non-tariff barriers, and overfishing. Economic modelling by [consultancies commissioned by the Scottish Government](#) included four scenarios based on quota and tariff and non-tariff barriers. Both sets of results show the scope of gains from increasing quotas along the lines of 'zonal attachment' but also note that for this is offset by trade measures and for every shellfish species the impacts are negative. The modelling by the [New Economics Foundation](#) also reveals that if the EU does not accept zonal attachment and keeps its quota shares at the current level then the resulting overfishing will offset much of the economic gain from the UK increasing its quota share.
92. The modelling by the [New Economics Foundation](#) calculates the results at the level of fleet segments -- a group of vessels of similar length and gear type. The results show that all fishers are "not in the same boat" with quota holders mostly better off and shellfish exporters mostly worse off. As the small-scale shellfish fleet is the largest fishing fleet in the UK by number of vessels, the 'no deal' Brexit scenario that is modelled reveals that the slight majority of UK fishing vessels would face an economic reduction under a no deal Brexit scenario. Employment is roughly split between those fleet segments that would be better off and those that would be worse off.
93. These results were reflected in the UK Parliament's International Trade Committee's '[Trade in seafood: exports in a no-deal scenario inquiry](#)', when then Fisheries Minister George Eustice summarised the situation as an "enthusiastic" demersal sector, a processing sector that will "manage", and a shellfish sector that sees "more downsides than upsides".

94. Some of the effects may be mitigated through new agreements and policies. On quota sharing, it may be possible to secure an ad hoc sharing arrangement even if a broader fisheries agreement is not reached. For this sort of arrangement the UK would need to consider key fish stocks to prioritise in agreeing annual shares (to avoid quota shares exceeding 100% and causing overfishing).
95. Domestic fisheries policy could attempt to redistribute some of the gains and losses under a no deal scenario, for example by reallocating quota towards the shellfish sector where it is feasible to exploit these fishing opportunities. There have been calls for this quota reallocation for over a decade, although the nature of some fisheries (e.g. Nephrops in the West of Scotland) makes diversification into quota species unrealistic.
96. The loss of the EU market could be partially mitigated by trade agreements with non-EU countries. It is realistic to expect that these markets could offset the loss of trade to the EU market if no fisheries agreement is reached, especially since trade deals with most countries being considered for trade deals already existed under EU membership.

July 2020



Committee on the Future Relationship with the European Union

House of Commons, London, SW1A 0AA

Email: freucom@parliament.uk Website: www.parliament.uk/freucom

22 May 2020

Professor Richard Barnes
Associate Dean for Research
University of Hull

Dear Professor Barnes,

The House of Commons Committee on the Future Relationship with the European Union is inquiring into the progress of the negotiations between the UK and the EU. Under normal circumstances, the Committee holds regular oral evidence sessions in Westminster. However, measures to prevent the spread of the coronavirus make this difficult.

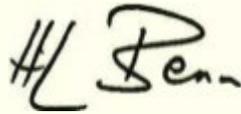
The Committee is keen to gather as much evidence as possible to inform its deliberations so I am writing to you to ask whether you would be willing to help us with our work by making a written submission. We welcome general responses to our [call for evidence](#), which was published on 4 March. We also hope that you would be willing to answer some of the more specific questions set out below on issues that fall within your area of expertise. Submissions need not address every bullet point and can include other matters that you think are relevant to the negotiations and should be drawn to the attention of the Committee.

- What are the UK and EU fisheries industries' priorities for the future relationship negotiations? How do these priorities vary between different parts of the fishing, aquaculture and processing industries and by product, region and nation? Has the Covid-19 pandemic changed any of these priorities? What might be the consequences of a deal which does not meet these priorities?
- To what extent did the UK Government consult the industry before publishing its negotiating aims? How well does what the Government has published meet the needs of different parts of the UK fisheries industry? What are your views on the EU's negotiating mandate and draft legal text?
- How is the UK Government keeping the UK fisheries industry informed of developments in the negotiations? Has the sector been given the opportunity to comment on any of the UK draft legal texts?
- On which aspects of a future fisheries agreement are the UK and EU's aims farthest apart? Where do their positions align? On which areas does each side have the most leverage? Is there a workable compromise between the UK and EU's positions and, if so, what is it? What trade-offs must each side make? How might different resolutions to these trade-offs affect different parts of the UK and EU fisheries industries? If you see room for the EU's position on fisheries to move towards that of the UK, which Member States might support that change and why?
- How much progress has been made so far in negotiations on fisheries? What effect has the Covid-19 pandemic had on the negotiations? Can an agreement be ratified by 1 July? What happens if nothing has been agreed by this date?
- What evidence is there that the UK and EU have considered how any agreement will be monitored and enforced? What preparatory work is needed to ensure the UK can monitor and enforce any agreement? To what extent will such enforcement require cooperation with the EU and other nations to be effective?
- Are the EU's fisheries agreements with countries such as Norway and Iceland suitable models for any deal with the UK? How does the deal the EU is proposing with the UK differ from such existing agreements? Is the EU correct to argue that annual negotiations with the UK would be impractical? How might a system of annual negotiation work?
- How would a system based on zonal attachment differ from one based on relative stability? What steps must the UK Government and other stakeholders take to put such a system in place? How long might this take?

- What fisheries agreements does the UK also need to reach with other European countries such as Norway and Iceland? How much progress has been made to date? How would these agreements interact with any future UK/EU agreement?
- How important is access to the EU market for the UK fisheries industry? What additional customs, regulatory and sanitary/phytosanitary barriers might the UK fisheries industry face under any future relationship with the EU? How might these barriers be reduced? What barriers would exist if no trade deal is reached before the UK leaves the Transition Period?
- What obligations concerning fisheries does the Ireland/Northern Ireland Protocol place on the UK, EU and EU member states and their respective industries? What elements of the Protocol's implementation concerning fisheries remain to be decided by the Joint Committee or are otherwise unclear, for example: the conditions under which fisheries and aquaculture products landed by NI vessels will be exempt from EU duties? How might these issues be resolved?
- If no fisheries agreement is reached by the end of the year, what obligations remain on the UK and EU under international law, for example: access to fishing waters and landing rights? Would you be concerned about the sustainability of fish stocks if the UK and EU do not manage to reach agreement?
- What would be the social and economic consequences if no UK/EU fisheries deal has been reached by the end of the year? How might these vary across different parts of the fisheries industry? How might these effects be mitigated?

The Committee staff will be happy to discuss the inquiry, any issues raised, or the process for submitting written evidence. You can contact them at freucom@parliament.uk.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'H. Benn'.

Hilary Benn
Chair of the Committee