
Multi-lateral agreement for 2025-2027 between Germany, Lithuania, The Netherlands and Poland for biological data collection of pelagic fisheries in NPFC waters

Germany, Lithuania, the Netherlands, and Poland agreed to cooperate in collecting biological data on pelagic fisheries in NPFC waters in 2025, 2026, and 2027. This agreement is per Commission Delegated Decision (EU) 2021/1167 (EU-MAP), establishing the multiannual Union programme for the collection and management of biological, environmental, technical, *and socioeconomic data in the fisheries and aquaculture sectors from 2022*.

Having regard the above-mentioned Decision;

Having discussed the requirements, prerequisites, and end-user needs at the dedicated RCG LDF Intersessional subgroup¹ and the RCG LDF technical meeting in 2024²;

Having identified the need to collect data in the NPFC region as if NPFC was incorporated in full in EU-MAP:

Having approved this agreement at the 2024 RCG decision meeting³, the following details apply to this agreement:

Partners

The following Member States are considered Partners within this agreement:

Member State	Institute	Contact person
Germany	Thünen Institute (TI)	Christoph Stransky (National Correspondent)
Lithuania	Ministry of Agriculture of the Republic of Lithuania	Vilda Griuniene (National Correspondent)
The Netherlands	Centre for Fisheries Research (CVO), part of Wageningen University & Research	Sieto Verver (National Correspondent)
Poland	National Marine Fisheries Research Institute (NMFRI)	Ireneusz Wójcik (National Correspondent)

Coordination

The Netherlands coordinates the execution of this multilateral agreement and will appoint a dedicated coordinator for this task. The Netherlands may arrange agreements with the vessels operators to ensure the implementation of this agreement. In practice, Wageningen Marine Research (WMR-WUR) will coordinate the programme.

The term of this agreement is to be seen as a startup period to kick off the coordination task for data collection in the NPFC region.

Partners may appoint national coordinators to organise observer activities under these agreements. Partners will inform the Netherlands about these appointments.

Observers

The aforementioned data collection of pelagic fisheries is conducted through an observer program that is in line with end-user needs and requirements. Each partner ensures they

¹ RCG LDF ISSG on SPRFMO Observer Programme; Vilnius, Lithuania, Jan 22-24, 2024

² RCG LDF Technical meeting; Cadiz, Spain, 2-5 July, 2024

³ RCG Decision meeting 2024; Brussels, Belgium, 25 September, 2024

have at least one qualified observer to send for data collection on board pelagic vessels in the NPFC region. The coordinator may draw from this pool of observers when fulfilling the sampling plan and requirements.

Observers always remain employed at their respective organisations (DEU: Thünen Institute, LTU: Klaipeda University, POL: National Marine Fisheries Research Institute, NLD: Wageningen University & Research). The Wageningen University & Research is not to be seen as a legal employer unless observers have a standing labour contract with the affiliated institute. The observer's legal employer remains responsible for appropriate insurance for the observer.

Sampling protocol

Biological data are collected onboard EU fishing vessels in the NPFC area. The coordinator instructs the observers using the most recent and valid sampling protocol.

Data responsibility

The Netherlands is responsible for data collection, quality control, and delivery of all data collected under this agreement to the NPFC scientific working group or any other qualified data requestor or end-user. The Netherlands will also distribute the data to Partners upon request.

Access to vessels

On top of *Council Regulation 2017/1004/* (Section 3, Article 12), each Partner ensures access to its fleet for the observers under this agreement. Denied access to vessels does not exempt a Partner from legal or financial obligations.

Force majeure

If The Netherlands cannot perform its obligations (in whole or partly) under the terms of this agreement because of circumstances or causes reasonably beyond its control, The Netherlands shall not be liable for any damages to the other partners in this agreement resulting from such failure to execute the agreement. Unavoidable costs related to the (planned) execution of the agreement will be divided between the Partners according to the distribution key established through this agreement.

EMFAF

This sampling programme is eligible for co-funding under the national budget under the European Maritime, Fisheries and Aquaculture Fund (EMFAF) of the respective Partners. In case The Netherlands requests EMFAF funding to execute this agreement, The Netherlands declares to deduct contributions from Partners made through this agreement from this request.

Costs

For each observer deployed, the responsible organisation will send an invoice to WMR-WUR⁴ as soon as the total costs of the observer deployment can be determined. The total costs include travel expenses and labour costs in line with the respective organisation's accepted national tariffs. The responsible organisation will specify the different elements of the invoice, such as tariff, registered labour, and directly relatable travel costs.⁵ National

⁴ Administrative details, such as invoice numbers will be shared on yearly basis

⁵ including, but not exclusive, transportation costs, tickets, vaccinations and other prophylaxis, hotel costs, food and drinks.

coordination costs, insurance costs, id's, medical exams, and safety training are excluded and are covered as national expenses.

Due to national arrangements regarding EMFAF funding, Germany will not charge staff costs. Partners are aware that these arrangements may change, resulting in the inclusion of these costs in the total costs.

The total, maximum costs for the sampling programme are estimated at € 196,872= ex VAT per year.

Pending the build-up of a substantial, multi-annual track record for landings by MS, the total costs are equally shared by the partners.

Cost shares are maximum amounts, in case of lower costs, deductions might apply in line with the relative shares. The yearly costs by partner are shown in the following table:

Partner	Share (%)	Maximum contribution (€/year)
Germany	25	49,218
Lithuania	25	49,218
The Netherlands	25	49,218
Poland	25	49,218
Total contribution		196,872

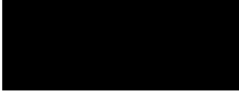

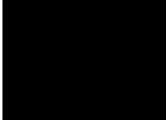

The Netherlands sends each Partner an invoice per year (deadline December 15), to which standard financial conditions apply.

Term

This agreement commences on January 1, 2025, and ends on December 31, 2027, except for financial obligations. However, should the pelagic fishery in the NPFC area by EU vessels close, this agreement can be put on hold by the partners.

Substantial changes to the data collection requirements, potential TAC or landing shares, or substantial legal and/or financial amendments automatically lead to a review of this agreement. Duly justified, participating Partners may request a review of this agreement.

Signatures

Member State	Name	Function	Signature
Germany	Christoph Stransky	National Correspondent, DCF coordinator	 Date: 26/9/2024
Lithuania	Vilda Griuniene	National Correspondent	 Date: 30/9/2024
The Netherlands	Sieto Verver	National Correspondent, DCF coordinator	 Date: 25/9/24
Poland	Ireneusz Wójcik	National Correspondent, DCF coordinator	 Date: 25/09/24