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

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Germany, Lithuania, the Netherlands, and Poland agreed to cooperate in collecting biological data on pelagic fisheries in SPRFMO waters in 2025, 2026, and 2027. This agreement is per EC Delegated decision 1167/2021, 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 onwards.

Having regard the above-mentioned Decision;  
Having discussed the requirements, prerequisites, and end-user needs at the dedicated RCG LDF Intersessional subgroup<sup>1</sup> and the RCG LDF technical meeting in 2024<sup>2</sup>;  
Having approved this agreement at the 2024 RCG decision meeting<sup>3</sup>, 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 multi-lateral agreement. The Netherlands 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.

### *Observers*

The aforementioned data collection of pelagic fisheries is conducted through an observer program in line with end-user needs and requirements. Each partner ensures they have at least one qualified observer to send for data collection on board pelagic vessels in the SPRFMO 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 (GER: Thunen Institute, LTU: Klaipeda University, POL: National Marine Fisheries Research Institute, NLD: Wageningen University & Research). The affiliated Dutch institute is not to be seen as a legal employer unless observers have a standing labour contract with the affiliated

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<sup>1</sup> RCG LDF ISSG on SPRFMO Observer Programme; Vilnius, Lithuania, Jan 21-23, 2024

<sup>2</sup> RCG LDF Technical meeting; Cadiz, Spain, 2-5 July 2024

<sup>3</sup> RCG Decision meeting 2024; Brussels, Belgium, 25 September 2024

institute. The observer's legal employer remains responsible for appropriate insurance for the observer.

#### *Sampling protocol*

Biological data is collected on board EU fishing vessels in the SPRFMO area. The coordinator instructs the observers using the most recent and valid sampling protocol: SPRFMO CMM 02 „*Conservation and Management Measure on Standards for the Collection, Reporting, Verification and Exchange of Data*“ or any validated protocol replacing this CMM.

#### *Data responsibility*

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

#### *Force majeure*

Suppose 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 EMFAF budget 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-WUR<sup>4</sup> 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 accepted national tariffs of the respective organisation. The responsible organisation will specify the different elements of the invoice, such as tariff, registered labor and directly relatable travel costs.<sup>5</sup> National coordination costs, insurance costs, id's, medical exams, and safety training are excluded and are covered as national expenses. Due to national arrangements with regard to EMFAF funding, Germany will not charge staff costs, but is aware that these can be included at a later stage.

The total maximum costs for the sampling programme are estimated at € 352.059,= ex VAT per year.

The total costs are shared by the partners following the relative shares in fishing opportunities in the SPRMFO area as set in the *Council Regulation (EU) 2015/523 of 25 March 2015 amending Regulations (EU) No 43/2014 and (EU) 2015/104 as regards certain fishing opportunities*.

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<sup>4</sup> Administrative details, such as invoice numbers will be shared on yearly basis

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



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 (%)	Contribution
Germany	25.15	€ 88,543
Lithuania	17.50	€ 61,610
The Netherlands	27.26	€ 95,971
Poland	30.09	€ 105,935
<b>Total contribution</b>		<b>€ 352,059</b>

Given that the relative shares in the fishing opportunities represent an economic asset for a Member State, the shares are fixed and not subject to (retrospective) changes in the actual or realised shares.

The Netherlands sends each Partner an invoice per year, to which standard financial conditions apply.

#### *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.

*Term*

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

Substantial changes to the data collection requirements, TAC 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