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AGREEMENT

In the form of a Memorandum of Understanding between the European Union and the International Council for the Exploration of the Sea

The European Union, represented by the European Commission, hereinafter called "EU", and the International Council for the Exploration of the Sea, hereinafter called "ICES",

RECOGNISING that the EU

- (a) has a responsibility for the protection, conservation and sustainable use of the marine environment and exclusive competence for the conservation of marine biological resources under the Common Fisheries Policy;
- (b) exerts this exclusive competence as regards conservation of marine biological resources in waters under national jurisdiction and EU fleets in the high seas;
- (c) exerts its competence as regards protection and sustainable use of the marine environment in waters under national jurisdiction
- (d) has established a framework for community action in the field of marine environmental policy (Marine Strategy Framework Directive, Directive 2008/56/EC of the European Parliament and of the Council, 17 June 2008) to protect and preserve the marine environment, prevent its deterioration or, where practicable, restore marine ecosystems in areas where they have been adversely affected, by applying an ecosystem-based approach to the management of human activities.
- (e) has created the Framework Programmes for research and technological development as the main instrument for funding research in Europe.
- (f) seeks services and scientific advisory deliverables from the International Council for the Exploration of the Sea for scientific advice and information on conservation, protection and sustainable use of the marine environment, fisheries and marine data and issues regarding marine science, and marine research

RECOGNISING that ICES

- (a) has the mission to advance the scientific capacity to give advice on human activities affecting, and affected by, marine ecosystems;
- (b) has a convention area that is the North Atlantic Ocean and the ICES science community is global;
- (c) exists to promote and encourage research and investigations for the study of the sea, in particular in relation to its living resources;

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- (d) draws up the necessary programmes and organises such research and investigations as may appear necessary and publishes and disseminates the results of this work;
 - (e) provides scientific information and advice to Contracting Parties, and the regulatory Commissions with which cooperative relationships have been established;
 - (f) seeks to establish and maintain working arrangements with other international organisations having related objectives;
 - (g) does not collect data and only conducts scientific research through the associated network. ICES has no authority to manage or direct the work of the Scientific Community. ICES accepts the obligations of this agreement with the understanding that Contracting Parties will provide all of the necessary data and expertise to fulfil it. The EU understands that ICES will be unable to fulfil the agreement if this is not the case.
 - (h) ICES and the EU share responsibility to encourage the Scientific Community to contribute the data and expertise necessary to provide the advisory deliverables described herein.

have therefore reached the following agreement:

Scope and Purpose

1. This agreement is the basis for provision of advisory deliverables to the EU by ICES.
2. The advisory deliverables are science based products provided by ICES in support to the implementation of policies adopted by the European Union and its Member States with respect to management of activities that affect marine ecosystems. Advisory deliverables is, in particular, sought in respect of the Implementation Plan of the World Summit on Sustainable Development (Johannesburg, 2002) and the implementation of the Common Fisheries Policy¹, the Water Framework Directive, the Habitat Directive, the Marine Strategy Framework Directive², the Integrated Maritime Policy³, the Framework Programmes for Research and Technology Development⁴, and in relation to data and marine research needs to support these policies.
3. Within the competency afforded by its Convention and the expertise of the Scientific Community and as laid down in Annex I, ICES will provide scientific information,

¹ Council Regulation (EC) No 2371/2002 of 20 December 2002 on the conservation and sustainable exploitation of fisheries resources under the Common Fisheries Policy. OJ L 358, 31/12/2002 P. 0059 - 0080

² Directive 2008/56/EC of the European Parliament and of the Council of 17 June 2008 establishing a framework for community action in the field of marine environmental policy (Marine Strategy Framework Directive). OJ L 164, 25/06/2008 P. 0019 - 0040

³ COM (2007) 575 – Communication from the Commission to the European Parliament, the Council, the European Economic and Social Committee and the Committee of the Regions – An integrated Maritime Policy for the European.

⁴ Decision No 1982/2006/EC of the European Parliament and of the Council of 18 December 2006 concerning the Seventh Framework Programme of the European Community for research, technological development and demonstration activities (2007-2013). OJ L 412, 30.12.2006, p. 0001-0043

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advice and other scientific associated supports (collectively referred to as “advisory deliverables”) concerning protection, conservation and management of marine ecosystems in relation to human activities that affect them, including management of marine fisheries and freshwater fisheries with a marine component.

4. The advisory deliverables includes, as laid down in Annexes IIA & IIB:
 - i. advice and associated supports on the state of the marine ecosystem
 - ii. advice and associated supports on the state and management of fish stocks,
 - iii. advice and associated supports relating to the Data Collection Framework; these include recurrent review of data delivered for ICES’ advice and on standards, manuals and coordination as well as shared points for the Regional Coordination Meetings,
 - iv. information on research needs and identification and access to independent expertise.
5. Advice is recommendations for action supported by information about the status of stocks, fisheries and ecosystems and completed by background explanation that ICES gives independently of any external influence and subject to best international quality procedures for research and research based advisory deliverables. Before being released, advice must be approved through an international and an independent peer-review process.
6. In addition to advice, ICES support includes, but is not limited to, the following deliverables:
 - (a) scientific reviews, such as peer reviews to assure the quality of third party reports,
 - (b) clarification of previous advice given by ICES,
 - (c) technical assistance such as responding to “what if” questions not answered in advice (e.g., what if the catch in year turns out to be 50% higher than was assumed as the basis for advice) using accepted methods,
 - (d) project management such as organizing and/or facilitating meetings, preparing background documents, and data base services.

These other associated supports will be performed in professional manner consistent with applicable “best practices.” They are provided on behalf of the individuals involved in performing the service. They are not advice on behalf of ICES unless they are approved by ACOM. A schedule for providing these associated supports is given in Annex III b.

7. Recognising that the pool of experts that provide scientific advice is limited, the parties will work together to ensure that the ICES advisory system, STECF and other bodies such as RACs make best use of this resource by avoiding overlap and duplication. They will also endeavour to ensure that the quantity of advisory requests is matched to the expert resources available.

Budget

8. The EU accepts ICES’ policy of achieving 100% cost recovery from Member Countries and international Commissions which request ICES to provide advisory

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deliverables. When assessing the costs directly attributable to tasks requested by EU covering marine issues in the same geographical area, due account shall be taken of the contributions made by ICES Member Countries or other international Commissions of ICES with interests in marine issues in the same geographical area, as reflected in the distribution of cost of advice between the ICES partner commissions. Against this background, the Parties shall consult on a regular basis, e.g. through the regular meeting of ICES with its Partner Commissions to:

- (a) Revise Annexes I and IIA when appropriate;
 - (b) Determine the cost for advisory deliverables related to issues that are shared between ICES Member Countries or other international Partner Commissions of ICES.
9. The EU agrees:
- (a) to pay- following the procedure in Annex IVA - a fixed amount of EUR 1.325.421,23 for the recurring advisory deliverables for the tasks referred to in Annex IIA. The cost sharing with other Clients and the components upon which the ICES costs are calculated are provided in Annex IVA;
 - (b) to pay 100% of the costs for non-recurring advisory deliverables as described in Annex IIB on the basis of the costs agreed upon with ICES in accordance with procedures and type of costs established in Annex IVB.
10. Upon revision of Annexes I and IIA or revision of the cost sharing with other Clients according to Paragraph 9, both Parties may request an evaluation and possible revision of the overall amount stated in par 9(a).

Payments

11. For recurring advisory deliverables provided in accordance to Annexes I and IIA, payments for the total amount of EUR 1.325.421,23 will be carried out on the basis of reception of the payment claim and analysis of supporting reports (see Annex IVA for details).
12. For non-recurring advisory deliverables provided in accordance to Annexes I & IIB, the EU shall reimburse the expenses which are directly connected with execution of the tasks on production of original supporting documents and associated supports, including receipts and used tickets.
13. Any request for payment shall be admissible if accompanied by the technical implementation report and the relevant financial statement of reimbursable expenses in accordance with the model specified in Annexes IVA and IVB.
14. The EU shall have 30 days to approve or reject the report and to request additional supporting documents or information in accordance with the conditions specified in Annex IVA for recurring advisory deliverables and in Annex IVB for non-recurring advisory deliverables. The EU shall have 45 days after the approval to carry out the payment.
15. The payment periods may be suspended by the EU at any time if it informs ICES that its payment request is not admissible, either because the amount is not due or because

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the necessary supporting documents have not been properly produced. If the expenditure indicated in the payment request is not consistent with associated costs listed in Annex IVA and IVB, the Commission may suspend the time limit for payment for the purpose of further verification, including an on-the-spot check, in order to ascertain, prior to payment, that the expenditure has to be considered as an associated cost.

16. Payments are executed in the currency of the Agreement.
17. Payments shall be deemed to have been made on the date on which the Commission's account is debited.
18. In the event of late payment ICES shall be entitled to interest, provided the calculated interest exceeds EUR 200. In case interest does not exceed EUR 200, ICES may claim interest within two months of receiving the payment. Interest shall be calculated at the rate applied by the European Central Bank to its most recent main refinancing operations ("the reference rate") plus three and a half percentage points ("the margin"). The reference rate in force on the first day of the month in which the payment is due shall apply. Such interest rate is published in the C series of the Official Journal of the European Union. Interest shall be payable for the period elapsing from the calendar day following expiry of the time limit for payment up to the day of payment. Suspension of payment by the Commission may not be deemed to constitute late payment.
19. Should ICES fail to perform its obligations under the agreement within the time limits set by the agreement, then, without prejudice to ICES's actual or potential liability incurred in relation to the agreement or to the Commission's right to terminate the agreement, the Commission may decide to impose liquidated damages of 0.2% of the amount specified in Paragraph 9 per calendar day of delay. ICES may submit arguments against this decision within thirty days of notification by registered letter with acknowledgement of receipt or equivalent. In the absence of reaction on its part or of written withdrawal by the Commission within thirty days of the receipt of such arguments, the decision imposing the liquidated damages shall become enforceable. These liquidated damages shall not be imposed where there is provision for interest for late completion. The Commission and ICES expressly acknowledge and agree that any sums payable under this point are in the nature of liquidated damages and not penalties, and represent a reasonable estimate of fair compensation for the losses that may be reasonably anticipated from such failure to perform obligations.
20. By virtue of the Financial Regulation applicable to the General Budget of the European Union⁵, if ICES is declared to be in grave breach of its obligations, it shall be liable to financial penalties of between 2% and 10% of the value of the agreement in question, with due regard for the principle of proportionality. ICES shall be notified in writing of any decision by the Commission to apply such financial penalties
21. ICES undertakes to provide any detailed information, including information in electronic format, requested by the Commission or by any other outside body authorised by the Commission to check that the action and the provisions of the

⁵ Council Regulation (EC, Euratom) No 1605/2002 of 25 June 2002 on the Financial Regulation applicable to the general budget of the European Communities. OJ L 248, 16.9.2002, p. 0001-0048

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agreement are being properly implemented. ICES shall keep at the Commission's disposal all original documents, especially accounting and tax records, or, in exceptional and duly justified cases, certified copies of original documents relating to the agreement for a period of five years from the date of payment of the balance specified in Paragraph 11 of the Agreement. ICES agrees that Commission officials or authorised Commission representatives may carry out on-the-spot audits to verify the correct use made of the contribution. Such audits may be carried out throughout the period of implementation of the agreement until the balance is paid and for a period of five years from the date of payment of the balance. Where appropriate, the audit findings may lead to financial corrections and subsequently to recovery decisions by the Commission.

22. Payments shall be made to ICES's bank account, identified as follows:

BANK ACCOUNT	IBAN: DK05 2000 8420 0305 93 SWIFT: NDEADKKK
ACCOUNT HOLDER	International Council for the Exploration of the Sea
ADDRESS	Nordea Bank Danmark A/S Vesterbrogade, 8 Box 850 DK – 0900 Copenhagen C

Duration and term

23. This Agreement replaces the Agreement of *16 May 2007* and will come into force on the day of signature by the last Party and will remain in force until 31.12.2011. It may be renewed, each time for a period of 12 months.
24. In July of the implementation year of this agreement at the latest, the Parties shall announce their interest in renewing the Agreement. If they both wish to renew the Agreement, they should enter into discussions on the renewal as soon as possible, but at least three months before the Agreement expires in order to carry out a full review of the terms and operations, and to agree on necessary changes.

Termination by either contracting Party

25. In duly justified cases, either ICES or EU may withdraw and terminate this Agreement at any time by giving 60 days' written notice stating the reasons. The procedure is initiated by registered letter with acknowledgement of receipt or equivalent.
26. In the event of termination, ICES shall have 60 days from the date when termination takes effect, as notified by the EU, to produce a request for final payments. Payments by the EU shall be limited to the associated costs actually incurred by ICES up to the date when termination takes effect.
27. If no request for final payment is received within this time limit, the EU shall not reimburse the expenditure incurred by ICES up to the date of termination and it shall

recover any amount if its use is not substantiated by the technical implementation reports and financial statements approved by the EU.

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General Administrative Arrangements

Amendments

28. Either ICES or EU may propose amendments to this Agreement. Unless the Parties agree to amend the Agreement within the period covered by the Agreement, amendments should be considered during the renewal process, notwithstanding Paragraph 31 below.
29. Any amendment must be the subject of a written supplementary agreement and must be agreed in good time before it is due to take effect and at all events one month before the closing date of the agreement, except in cases duly substantiated by ICES and accepted by the EU.
30. No oral agreement may bind the parties to this effect.

Settlement of disputes

31. In the event that any dispute arises between the Parties resulting from the interpretation or application of the Agreement and the dispute is not resolved by negotiation, the Parties may agree to submit the dispute to the European Court of Arbitration.

Correspondence

32. All the correspondence concerning the present agreement shall be in written form and shall be forwarded to the following addresses:

For the EU

Requests for payment must be addressed to:

European Commission
Directorate-General for Maritime Affairs and Fisheries
Mark Johnston, Head of Unit
Unit F1
B - 1049 Brussels
Belgium

The technical reports and all other correspondence must be sent to:

European Commission
Directorate-General for Maritime Affairs and Fisheries
Unit A2
B - 1049 Brussels
Belgium

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For ICES

International Council for the Exploration of the Sea (ICES)
H.C. Andersens Boulevard 44-46
DK-1553-Copenhaguen V
Denmark

SIGNATURES

For ICES,

Michael Sinclair

President

signature[s]: M Sinclair

For the European Commission,

Mrs Lowri Ewans,

Director General of the DG Mare

signature[s]: Lowri Ewans

Done at Brussels, 1/3/2011....., in duplicate in English

ANNEX I

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General provisions related to the Scientific Advisory deliverables required from ICES

1. Policy context of the advisory deliverables

ICES will develop its advisory deliverables in the context of public policies mentioned in Paragraph 2 of this Agreement.

The advisory deliverables shall be pertinent to relevant policy developments such as emphasis on an ecosystem approach, and in the case of fisheries policy, the MSY approach, long term management plans and a fleet based approach to mixed fisheries management.

The advisory deliverables should also be given in the context of international agreements and guidelines to which the EU or Member States have signed and ratified, in particular the United Nations (UN) Straddling and Highly Migratory Fish Stocks Agreement, but also international instruments of non-binding nature such as the World Summit on Sustainable Development (WSSD) implementation plan, the UN Food and Agriculture Organization (FAO) Code of Conduct for Responsible Fishing and the Convention on Biological Diversity. Whenever international agreements and guidelines have been translated into horizontal policies and adopted by the EU the advisory deliverables will relate to these.

The EU will endeavour to inform ICES when any new policies or any new international agreements and guidelines related to marine ecosystems are adopted.

2. Nature of the Scientific Advisory deliverables

ICES will provide advisory deliverables which are independent of political influence and subject to best international quality procedures for research and research based advisory deliverables. The technical basis for the advisory deliverables and the process through which it is produced will be transparent. The quality of the technical basis will be ensured through internal and external peer review, including as appropriate:

- integrated peer review where peers not involved in the scientific input to an advice are integrated into the process preparing the final product,
- sequential peer review where peers review the final product, and/or,
- independent peer review by experts from outside of the ICES scientific community,,

Within 2011, an external assessment of the whole advisory system will be initiated under the ICES responsibility in close communication with EU and other Partner Commissions. In case of renewal of the current Agreement, such assessment will be repeated on a regular basis.

All advisory deliverables will contain reference to the relevant expert reports which include information about the all peer reviews undertaken and the result of such reviews. A brief statement on the outcome of this will be included in the advisory deliverables.

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3. Data

The EU will arrange – through member states or directly – for any data collected both through the Data Collection Regulation and the Data Collection Framework and legally disposable for scientific analysis to be available to ICES.

The EU will assist ICES in getting access to any other data which has been collected under legislation of the European Union or is collected with the support of funding of the European Union while respecting legal status regarding the distribution of this information (i.e. confidentiality or public availability such as pertaining to environmental information).

ICES is responsible for quality control of the aggregated data used in assessments and shall decide which data are considered a useful basis for advice. If the quality of fisheries data cannot be accurately documented, ICES may decide to base its advice exclusively on other types of information such as survey data. Alternatively, ICES may decide to filter data (e.g., only use data it considers reliable) or compensate for data shortcomings by applying scientifically defensible adjustments or corrections factors.

ICES will explain in the background documentation for the advice which data were used and how it evaluated data quality and completeness on a stock, country, fleet and data type basis.

4. Deliverables supporting the Data Collection Framework

ICES will support the implementation of the Data Collection Framework by facilitating planning expert group meetings in support of data collection.

In addition, ICES will assist the EU by implementing Data Collection community web-sites supporting exchange of information between scientific experts involved in the preparation for, the work during and the follow-up after Regional Coordination Meetings related to the Data Collection Framework.

ICES will communicate to the EU any problems encountered regarding access to data, data quality and completeness of data. This shall in particular apply to data collected through the Data Collection Framework (DCF) established by Commission Regulation (EC) N° 199/2008 of 25 February 2008).

ICES will provide information on coverage and quality of collected DCF data which are of relevant use for the advisory deliverables according to the following format established by DG Mare:

Country:												
Landings						Discards					Tuning fleet data	
Stock	Age	Length	Weight	Maturity	Sex ratio	Age	Length	Weight	Maturity	Sex ratio	Commercial fleets	Surveys at Sea

In the framework of community projects ICES will also provide feedback on the data that has been requested through other actions supported by the European Union. This feedback needs to be simplified in order to ensure that the verification by DG Mare is effective and coherent.

5. Interaction and cooperation

The EU will periodically inform ICES of the use made of the advice and whether the advice was suited to its purpose. ICES and the EU will consult regularly on ways in which

cooperation between them can be further improved and extended. The EU and ICES will exchange documents and reports of mutual interest.

Where activities under ICES and EU are closely connected, the organisations will coordinate and cooperate with a view to avoiding duplication of work. This applies, among other things, to work done by ICES and by other scientific advisory bodies at the request of the EU. ICES will be informed and consulted, where relevant, on issues relating to marine and fisheries research. Further, joint activities may include training, seminars, symposia or other meetings.

Stronger participation of stakeholders and stronger relationship between stakeholders and scientists will be facilitated and favoured within the advisory process, particularly when discussing frameworks to collect and to evaluate the quality of data considered as relevant for advice and for considering options when the policy context of an advice is not well specified.

6. Transparency, communication and release of advisory deliverables

The process of producing the analytical basis for the advisory deliverables will be transparent to the EU and to stakeholders. To contribute to such a goal, the present agreement will be made publically available both on the ICES and on the Commission websites.

On request, ICES will entitle EU representatives as observers to the annual Statutory Meeting of the ICES Council of delegates, to meetings and web conferences of the ICES Advisory Committee (ACOM), of the ICES Scientific Committee (SCICOM) and to other groups established either by ACOM or SCICOM in accordance with policies of the ICES Council. EU representatives will be subjected to rules adopted by ICES for observers.

The EU has established the Advisory Committee for Fisheries and Aquaculture (ACFA) and Regional Advisory Councils (RACs) with participation of stakeholders. On request, Members of ACFA or RACs may be entitled by ICES as observers to ACOM and groups established by ACOM, following the policies of the ICES on observers.

Proposals to change ICES policies concerning observers that might affect the EU, ACFA or RACs should be brought to the attention of the EU far enough in advance of action on a proposal.

The technical reports on which the advisory deliverables are based (*inter alia*, Expert Group Reports including peer review reports) will be made available to the EU and to ACFA and RACs following the full ICES review process, but no later than the date on which the advice itself is published. Any other relevant reports published by ICES will be made available to the EU in the same time-frame.

Effective communication of advisory deliverables is a priority, and ICES and the EU will consult each other on ways to improve communication. The content, format and presentation of the advisory deliverables should be responsive to implementation needs of managers and policy makers.

Advice on status of fish stocks, fisheries and eco-regions will be made available immediately after its adoption by ICES, in a form most suitable to its intended use, normally both electronically and as printed reports.

The output from other elements of the advisory deliverables will be provided in a timely manner, also in a form suitable for its intended use.

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To facilitate and improve communication with stakeholders and the public, ICES and the EU will pursue the following actions:

- The preparation of dissemination documents aimed at non-technical, non-manager audiences using a format, writing style, graphics, and media aimed at attracting non-technical, non-manager readers including the general public.
- These dissemination documents, summing up each advice on stocks, will be made publicly available in an electronic format on the ICES Website in English;
- Presentation of advisory services to Community Institutions and Committees including STECF, Fisheries Committee of the European Parliament, ACFA, and RACs. Presentations will be made by the Chair of ACOM or his designee (usually the appropriate vice Chair).

With respect to presentations to RACs, ICES and the EU will agree on an annual work plan consisting in up to 15 meetings a year, held either in face to face or by video-conferencing, depending on the availability of the ICES staff or of scientists involved in the advisory and dissemination process. This plan should be flexible enough to address unanticipated needs that experience has shown will occur during the year.

7. Support to the European Commission officials involved in fisheries management

To facilitate the use by European Commission officials of scientific advice released by ICES in support of the CFP, EU and ICES will agree to set up specific common meetings which will be held in Brussels and which may cover, *inter alia*, the following issues:

- Principles on fish population dynamics
- Stock assessment and modelling approaches
- Concepts on precautionary, MSY and Ecosystem approaches
- Concept supporting Harvest Control Rules and methodologies allowing their assessment
- Scientific advisory processes

A work programme detailing the support given by ICES to European Commission officials will have to be commonly agreed by ICES and the European Commission before the end of the first quarter of the year of implementation of this Agreement. This work programme will be based on three sessions of two days meetings held in European Commission's buildings located in Brussels and attended each day by two ICES instructors.

Annexe IIA

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Recurring advisory deliverables required from ICES on eco-regions, fisheries and stocks

The recurring advisory deliverables shall be given after consideration of ecosystems and mixed fisheries effects and shall include information on the state of marine ecosystems and human impacts including historical developments in main parameters and information on the present state and recent development of stocks and fisheries including - when available - historical developments in spawning stock biomass, total stock biomass, fishing mortality, landings and discards.

Provision of information

Recurring advisory deliverables regards the state and management of fish stocks, of fisheries and of eco-regions.

In support of its scientific advisory deliverables ICES shall provide the EU with:

- (a) Information about the level of confidence in the parameters underlying the scientific advisory deliverables and the origins and causes of the main uncertainties in the information available (e.g. data quality, data availability, gaps in methodologies and knowledge) which have been taken into account when providing the advice;
- (b) A full methodological description of the assessment and advisory procedure for each stock, updated whenever significant changes are made, including reference to new methods, tools, models developed under the EU research Framework Programme projects, when used;
- (c) Estimates of catches (landings and discards), fishing mortality, recruitment and spawning stock. These data shall be provided electronically in a numerical format to be agreed between ICES and the EU;
- (d) Estimates of relevant reference points for management;
- (e) On request, complete data records used for assessment purposes shall be provided electronically;
- (f) Information on research needs that will improve the quality of the scientific advisory deliverables.

Such information should be provided whenever significant changes are made or can be detected. However, the EU should be informed immediately of any new information indicating a previously unforeseen biological emergency.

Advice on status of fish stocks, fisheries and eco-regions shall normally be provided according to a yearly occurrence.

When data and reference points, possibly provisional, are available, a diagrammatic presentation will be included in each fish stock advice which shows the long term development of biomass and fishing mortality in relation to reference points.

For stocks where measurement precision is low compared to the expected magnitude of changes in stock size advice may be provided at intervals greater than each year (e.g. deep sea species). Nevertheless a yearly update for stocks where assessment is to be carried out according to another interval will be made available by ICES.

For short-lived species and highly seasonal fisheries the timing of the advice shall be adapted as appropriate.

In-year re-assessments for stocks and fisheries will be carried out following procedures adopted by ICES, including updates when ICES will consider that new data becoming available will significantly change conclusions of the advice. In the case that such updates may be relevant due to data from one or more countries not being available for the initial advice, there will be a specific agreement between ICES and the EU on whether an update will be required.

The recurring advisory deliverables regarding fisheries management will, to the extent practicable, take account of, or address:

- Multi-annual plans, harvest control rules (HCRs) in annual EU guidance on fishing possibilities, and other relevant HCRs. These plans and rules will be taken into account and addressed by providing management options consistent with the plans or rules, commenting on their effectiveness relative to objectives and other relevant considerations, and/or suggesting improvements.
- Implementation issues that affect the scientific evaluation of fisheries and ecosystems, and the effectiveness of management;
- Illegal, unregulated and unreported (IUU) fishing, how it affects ICES advice, and how ICES has taken it into account;
- Information from the fishing industry;
- Ecosystem considerations, environmental and hydrographic conditions;
- Regulations that affect fisheries and other factors that affect fishing operations;
- Developments in fisheries technology, fleet dynamics and fishing strategies;
- Other relevant factors

Ecosystem based approach deliverables

The recurring advisory deliverables shall be based on an ecosystem approach.

This will be implemented incrementally so that any information on the interactions between the fish stocks and the marine ecosystem is considered and incorporated in the advice as it becomes available; specifically, taking ecosystem and environmental considerations into account when providing the recurring advice mentioned above, ICES will:

- (a) Assess the extent to which fishing disturbs the marine ecosystems and where reference levels have been established compare the impact to the reference level chosen.

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- (b) Provide any new information regarding the impact of fisheries on other components of the ecosystem including small cetaceans and other marine mammals, seabirds and habitats. This should include any new information on the location of habitats sensitive to particular fishing activities.
- (c) Inform the EU of any notable impact of other factors on and imbalances in ecosystem structure that may prejudice the stocks of commercially valuable species and their long term exploitation;
- (d) Provide time series for environmental indicators 1 to 8, as designed in Appendix XIII of the multiannual Community programme related to the DCF⁶ to measure the effects of fisheries on the marine ecosystems for each eco-region.
- (e) Propose reference points as guidance for management purposes in an ecosystem context for each eco-region, following set of indicators made available through the Data Collection Framework and descriptors in the Marine Strategy Framework Directive.
- (f) Provide a fish stock indicator based on management targets deriving from the MSY approach for reporting progress towards a more sustainable Europe to be published by Eurostat.

On a yearly basis, a diagrammatical overview of EU stocks and/or EU fisheries will be provided showing the long term development of the percentage of stocks overfished relative to MSY or depleted relative to biomass reference points, starting from 1980 to the extent data are available.

ICES will in addition give warnings of any serious threats from fishing activities alone or in conjunction with any other relevant activity to local ecosystems or species as soon as ICES is aware of such threats.

Fisheries based advisory deliverables

The recurring advisory deliverables shall relate to fisheries as well as to stocks.

For each marine eco-region, ICES shall define fisheries, considered as a bio-geographical context, and groups of stocks within which ICES shall address consistency between the advice given for each fishery and stock, such as pointing out situations where potential catch of some species must be foregone so that by-catch does not result in another stock being overfished.

ICES is invited to explore how advice may be further developed in relation to changes in fishing practices for defined fishing fleets.

In advisory deliverables on fisheries, ICES will provide the EU with a set of information resulting from possible scenarios and management strategies. The subset of scenarios to be the basis of advice in this regard is to be discussed between the EU and ICES.

⁶ Commission Decision 2008/949/EC of 6 November 2008 adopting a multiannual Community program pursuant to Council Regulation (EC) No 199/2008 establishing a Community framework for the collection, management and use of data in the fisheries sector and support for scientific advice regarding the common fisheries policy. OJ L 346, 23.12.2008, p. 0037-0088

Fish stocks based advisory deliverables

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In advisory deliverables on fish stocks, ICES will provide the EU with

1. A formal advice detailing
 - a. the status of the stock according to results of the assessment process
 - b. a catch option calculated according to the result of stock assessment and in line with an Harvest Control Rule (HCR) to be selected from the following ordered options:
 - i. HCR when specified in a multi-annual plan agreed by all the parties interested in the management of the fish stock, including the EU;
 - ii. HCR adopted by the UE in a multi-annual plan if no other parties are interested in the management of the fish stock or if no agreement has been reached between all the parties;
 - iii. HCR resulting from the implementation of MSY approach, if specified in the annual EU guidance on fishing possibilities;
 - iv. HCR resulting from the implementation of the MSY approach, as agreed by ICES, if nothing has been specified by the EU;
 - v. HCR resulting from the implementation of the precautionary approach, if the MSY approach can't be applied.

In case where other authorities with fisheries management competences may have other HCRs and want the advice to them to be based on those, ICES may include several catch options beyond those listed above.

When recommending actions and to ensure that such actions will be operable, advice released by ICES on fish stocks will have to take into account the legal management framework adopted at the EU level.

2. A set of relevant information supporting the advice. In particular, ICES will provide information
 - a. on the status of each stock both in terms of biomass as regards the reproductive capacity and in terms of fishing mortality as regards the level of harvest as identified under the precautionary approach in order to maintain a historical time series;
 - b. on catch options corresponding to the immediate implementation of the MSY framework, i.e. without transition;
 - c. on catch option corresponding to fishing at unchanged fishing mortality rate.

In addition, in the light of available information, ICES will maintain under review all management measures and options agreed in regulatory arrangements concerning stocks and fisheries and will comment on their conformity with sustainability criteria.

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For stocks which are harvested in mixed fisheries the advice shall be given after having considered the fisheries context to the extent data and understanding of technical interactions are available.

Scope of advisory deliverables

The marine eco-regions, fisheries and species to be considered are listed below.

The particular stocks are those addressed to the EU, or addressed to NASCO and NEAFC, in the ICES Advisory Report 2010.

In the case of the stocks for which a Partner Commission has specific responsibility, the primary request to ICES shall be made through that Partner Commission, ICES will copy the scientific advice to the EU at the same time as it goes to the Partner Commission having specific responsibility for the stock(s) in question.

(a) The fisheries, considered as part of ecosystems and covered by fisheries advice, are mixed fisheries located in the following marine eco-regions⁷:

- the Baltic Sea
- the Greater North Sea (Kattegat, Skagerrak, North Sea & the Eastern Channel)
- the Celtic Seas (North and West of Scotland, West of Ireland, Irish Sea, Celtic Sea & the Western Channel)
- the Bay of Biscay and the Iberian Atlantic coast
- part of the Macaronesian bio-geographic region: waters surrounding the Azores

(b) The species covered by fisheries advice include:

Species	Eco-Regions / ICES areas	Advice occurrence	Time frame	
Anchovy	Bay of Biscay and Iberian coast	Yearly	Mid July <i>NB: preliminary information on the stock size will be delivered by End of June</i>	EN
Anglerfish <i>Lophius piscatorius</i> and <i>L. budegassa</i>	Greater North Sea	Yearly	End of June	EN
	Celtic Seas	Yearly	End of June	EN
	Bay of Biscay and Iberian coast	Yearly	End of June	EN
Blue whiting	Greater North Sea	Yearly	October	EN

⁷ Directive 2008/56/EC of the European Parliament and of the Council of 17 June 2008 establishing a framework for community action in the field of marine environmental policy (Marine Strategy Framework Directive). OJ L 164, 25/06/2008 P. 0019 - 0040

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	Celtic Seas		<i>Widely distributed stocks</i>	
	Bay of Biscay and Iberian coast			
	Macaronesian region			
Boarfish	Celtic Sea	Yearly	October	EN
Brill	Baltic Sea	Yearly	Early June	EN
	Greater North Sea	Yearly	End of June	EN
Cod	Baltic Sea	Yearly	Early June	EN
	Greater North Sea	Yearly	End of June	EN
	Celtic Seas	Yearly	End of June	EN
Dab	Baltic Sea	Yearly	Early June	EN
	Greater North Sea	Yearly	End of June	EN
European Eel	Baltic Sea	Yearly	October	EN
	Greater North Sea			
	Celtic Seas			
	Bay of Biscay and Iberian coast			
	Macaronesian region			
Flounder	Baltic Sea	Yearly	Early June	EN
	Greater North Sea	Yearly	End of June	EN
Greenland halibut	Celtic Seas	Yearly	End of June	EN
Grey gurnard	Greater North Sea	Yearly	End of June	EN
	Celtic Seas	Yearly	End of June	EN
	Bay of Biscay and Iberian coast	Yearly	End of June	EN
	Macaronesian region	Yearly	End of June	EN
Haddock	Greater North Sea	Yearly	End of June	EN
	Celtic Seas	Yearly	End of June	EN
Hake	Greater North Sea	Yearly	End of June	EN
	Celtic Seas	Yearly	End of June	EN
	Bay of Biscay and Iberian coast	Yearly	End of June	EN
Herring	Baltic Sea	Yearly	Early June	EN
	Greater North Sea	Yearly	Early June	EN

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	Celtic Seas	Yearly	End of June October <i>Widely distributed stocks</i>	EN
Horse mackerel <i>Trachurus sp.</i>	Greater North Sea	Yearly	October <i>Widely distributed stocks</i> <i>NB: mid July for the Iberian coast</i>	EN
	Celtic Seas			
	Bay of Biscay and Iberian coast			
	Macaronesian region			
Lemon sole	Greater North Sea	Yearly	End of June	EN
Mackerel	Greater North Sea	Yearly	October <i>Widely distributed stocks</i>	EN
	Celtic Seas			
	Bay of Biscay and Iberian coast			
	Macaronesian region			
Megrim	Greater North Sea	Yearly	End of June	EN
	Celtic Seas	Yearly	End of June	EN
	Bay of Biscay and Iberian coast	Yearly	End of June	EN
<i>Nephrops</i>	Greater North Sea	Yearly or Biennial <i>NB: depending on stocks, where surveys are available yearly assessment, when not yearly advice based on biennial assessments</i>	End of June	EN
	Celtic Seas		End of June	EN
	Bay of Biscay and Iberian coast		End of June	EN
Norway pout	Greater North Sea	Biannual	End of June October	EN
	Celtic Seas	Yearly	End of June	EN
Northern shrimp <i>Pandalus borealis</i>	Greater North Sea	Yearly	November	EN
Plaice	Baltic Sea	Yearly	Early June	EN
	Greater North Sea	Yearly	End of June	EN
	Celtic Seas	Yearly	End of June	EN
	Bay of Biscay and Iberian coast	Yearly	End of June	EN
Pollack	Greater North Sea	Yearly	End of June	EN
	Celtic Seas	Yearly	End of June	EN
	Bay of Biscay and Iberian coast	Yearly	End of June	EN
Red gurnard	Greater North Sea	Yearly	End of June	EN

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	Celtic Seas	Yearly	End of June	EN
	Bay of Biscay and Iberian coast	Yearly	End of June	EN
	Macaronesian region	Yearly	End of June	EN
Red mullet	Greater North Sea	Yearly	End of June	EN
	Celtic Seas	Yearly	End of June	EN
	Bay of Biscay and Iberian coast	Yearly	End of June	EN
	Macaronesian region	Yearly	End of June	EN
Redfish <i>Sebastes mentella</i> and <i>S. marinus</i>	Celtic Seas	Yearly	October	EN
Saithe	Greater North Sea	Yearly	End of June	EN
	Celtic Seas	Yearly	End of June	EN
Salmon	Baltic Sea	Yearly	Early June	EN
Sandeel	Greater North Sea	Biannual	Early march October <i>NB: assessment in October, in-year forecast in March the year after</i>	EN
	Celtic Seas	Yearly	End of June October	EN
Sardine	Bay of Biscay and Iberian coast	Yearly	Mid July	EN
Sea Bass	Greater North Sea	Yearly	End June	EN
	Celtic Seas	Yearly	End June	EN
	Bay of Biscay and Iberian coast	Yearly	End June	EN
Sea Trout	Baltic Sea	Yearly	Early June	EN
Sharks Including spurdog, lesser spotted dogfish, catsharks, nursehounds, basking shark, blues hark, threser shark, tope, porbeagle, Portuguese dogfish, leafscale gulper shark kitefine shark	Greater North Sea	Biennial	October	EN
	Celtic Seas	Biennial	October	EN
	Bay of Biscay and Iberian coast	Biennial	October	EN
	Macaronesian region	Biennial	October	EN
Skates and rays	Greater North Sea	Biennial	October	EN
	Celtic Seas	Biennial	October	EN
	Bay of Biscay and	Biennial	October	EN

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	Iberian coast			
	Macaronesian region	Biennial	October	EN
Sole	Greater North Sea	Yearly	End of June	EN
	Celtic Seas	Yearly	End of June	EN
	Bay of Biscay and Iberian coast	Yearly	End of June	EN
Sprat	Baltic Sea	Yearly	Early June	EN
	Greater North Sea	Yearly	End of June	EN
	Celtic Seas	Yearly	End of June	EN
Turbot	Baltic Sea	Yearly	Early June	EN
	Greater North Sea	Yearly	End of June	EN
Whiting	Greater North Sea	Yearly	End of June	EN
	Celtic Seas	Yearly	End of June	EN
	Bay of Biscay and Iberian coast	Yearly	End of June	EN
Witch	Greater North Sea	Yearly	End of June	EN
Deep sea species Including ling, blue ling, tusk, greater silver smelt, greater forkbeard, orange roughy, roundnose grenadier, roughhead grenadier, black scabbardfish, red(blackspot) scabream, greater forkbeard, alfonsinos / golden eye perch., portuguese dogfish, leafscale gulper shark, kitefin shark	Greater North Sea	Biennial	October	EN
	Celtic Seas			EN
	Bay of Biscay and Iberian coast			EN
	Macaronesian region			EN

NB: In the table above, as regards advice occurrence,

Yearly means that advice will be updated each year based on new assessment;

Biennial means that advice will be delivered yearly, based on biennial assessment (new advice given every second year and normally repeated in between-year);

Biannual means that advice will be updated within the same year.

ANNEX IIB

Non-recurring advisory deliverables required from ICES on EU individual request

Non-recurring advisory deliverables may be requested by the EU.

ICES will strive to fulfil such requests according to mutually satisfactory agreements between the Parties, which will specify the nature, the scope, the duration and the maximum associated costs.

Non-recurring advisory deliverables may concern:

- the state of fish stocks;
- the state of the marine environment or specific themes relating to this question for which ICES can mobilise expertise;
- development and evaluation of operational management options, like Harvest Control Rules (HCRs) or Technical Conservation Measures, considered for themselves and applied to multiannual management of fish stocks and fisheries or as part of multi-annual management plans.
- Marine Spatial Planning and the application of ecosystem approaches to management of human activities that have an impact on the marine environment (including fisheries);
- scientific and technical developments in support of the Marine Strategy Framework Directive, such as by designing marine monitoring and assessment programs, identifying research needs, and methodological advice;
- data collection including the Data Collection Framework issues;
- priorities for marine research, the evaluation of research proposals, and support for the transition of research results to applications that enhance and/or improve advisory deliverables, particularly in the context of the EU research Framework Programmes;
- support for dissemination of the research results from EU research Framework Programmes;
- identification and mediation of access to independent experts to conduct reviews of scientific documents or to provide other assistance. ICES will be responsible for identifying experts, but the product provided is solely the responsibility of the experts.

Multi-annual plans

The non-recurring advisory deliverables shall address possible developments to multi-annual plans to fisheries.

This support may involve facilitating processes for managers, scientists and stakeholders to explore alternative multi-annual management plans and HCRs, and evaluation of the performance of multi-annual management plans and HCRs relative to objectives and policies, such as the precautionary approach and maximum sustainable yield approach.

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The multi-annual management plans may be for a single stock or species or for a multispecies fishery.

Multi-annual management plan evaluations should address ecosystem impacts of the plan and the robustness of plans to changes in ecosystems, including the effects of climate change, to the extent that necessary scientific information is available.

If requested, ICES is ready to evaluate the feasibility of participating - in collaboration with expertise in the area of economics and social studies - in the evaluation of economic and social impacts of multi-annual management plans. ICES will not give advice on economic and/or social performance of management in order to adhere to current guidance from the ICES Council. ICES will inform the EU if this guidance changes.

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ANNEX IIIA

Indicative schedule for the recurring advisory deliverables required from ICES – Planning, budgeting and payment

Early January

- The work programme to be established by ICES on the basis of the current Agreement and related to recurring advisory deliverables may be possibly updated according to results obtained and statements agreed by the EU within the October, November and December EU Council of the previous year.

June

- First part of ICES advice released and published, e.g. regarding Baltic, North Sea and Northern and Southern shelves stocks.

July

- ICES will send a request for payment related to advice deliverables released up to end of June. This invoice will have to be supported by an intermediate version of the spreadsheet detailing information on associated costs following the structure of costs specified in Annex IVA.
- ICES and the EU shall confirm their interest in renewing the Agreement.

September

- If ICES and the EU have expressed their interest in renewing the Agreement, ICES to present a draft working programme with an associated budget based on Annexes I and IIA. The working programme will be discussed at the ACOM consultations to which EU is invited.

October

- Second part of ICES advice will be released and published, e.g. regarding widely migratory stocks.

Beginning of November

- Third part of ICES advice will be released and published, e.g. shrimps (*Pandalus borealis*).
- If ICES and the EU have expressed their interest in renewing the Agreement, a common meeting between DG Mare/ICES/STECF/JRC/EFARO may be planned to streamline draft working programmes of both ICES and STECF related to advice deliverables and to assess possible needs in terms of scientific experts to be involved in the advisory process.

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Mid of December

- If ICES and the EU have expressed their interest in renewing the Agreement, the EU and ICES agree on a working programme and on the projected budget for the advisory deliverables to be delivered within the next year. The Agreement for the next year will be finalized.

January of the following year

- ICES will submit to EU an annual report detailing difficulties possibly faced with data coverage and quality or with limits in terms of research and expertise, which would need further development either in relation to the Data Collection Framework or in relation to research programs.
- EU will inform ICES about the use made of scientific advice and possible problems or any issues relevant to improvement of future advisory deliverables.
- ICES will send a request for payment related both to advice deliverables to be released up to end of December and to the support to the Data Collection Framework and the identification of the research needs. This invoice will have to be supported by an intermediate spreadsheet detailing information on associated costs following the structure of costs specified in the Annex IVA.

April of the following year

- After the audited annual finance account of ICES account, ICES will then provide to EU a final version of the spreadsheet detailing information on associated costs following the structure of costs specified in the Annex IVA.

ANNEX IIIB

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Indicative schedule for each non-recurring advisory deliverables required from ICES – Planning, budgeting and payment

Day D-25 (*working days*)

- The EU will send ICES a tentative request for a time schedule and quote related to a possible need for non-recurring advisory deliverables, backed by draft terms of reference and a timescale within which the non-recurring advisory deliverable is desired.

Day D-10 (*working days*)

- ICES will respond formally to the EU. The response should include detailed information on the framework, the deadline and associated costs following the structure of costs specified in annex IVB.

Day D

- If the EU agrees with the ICES proposal, a formal request for a non-recurring advisory deliverables, specifying the framework, the time scale and deadlines (day D'), the maximum associated costs and supported by terms of reference will be sent by the EU to ICES.
- If modifications have to be suggested by one of the two Parties, either on the framework, the time scale, the deadline or the associated costs, such modifications will have to be agreed through a formal amendment to the first request before they will enter into force.

Day D'

- ICES will officially release the non-recurring advisory deliverable related to the initial request

D'+15 (*working days*) and afterwards

- After having considered the non-recurring advisory deliverable released by ICES, the EU will inform ICES of its acceptance or rejection of the advice.
- If the EU rejects the non-recurring advisory deliverable released by ICES, both sides will make their best endeavour to come to an agreement, if necessary by the involvement of the European Court of Arbitration.
- If the EU accepts the non-recurring advisory deliverable released by ICES, ICES will send the associated request for payment. This invoice will have to be supported by detailed information on associated costs following the type of costs specified in annex IVB.

Annex IVA

Recurring advisory deliverables budgeting – Components upon which the ICES costs are calculated.

It is the role of the EU to formulate policies and management actions for conservation of fisheries and the marine environment, and in order to do so it benefits from scientific advisory deliverables from ICES.

Therefore the EU shall contribute to the budget of ICES to cover:

- a) 62,96 %⁸ of costs related to the process of the advisory deliverables:
 - i. Salaries of Advisory Services employees of the ICES Secretariat (with an indication of the number and grades of staff to be involved in the work), regarding preparation for, work during and follow-up after Advisory Group Meetings and other needs associated with Study/Working Group Meetings,
 - ii. Compensation for the ACOM Chair and compensation for Vice Chairs and for external experts to prepare analysis or to peer review,
 - iii. Expenses incurred by ICES (i.e. meeting expenses: travel and *per diem* following ICES rules regarding travel and subsistence allowances as specified in Annex IVC and meeting facilities when outside ICES headquarters) related to meetings of its Advisory groups,
 - iv. Publication, packaging and posting of scientific advice.
- b) 100 % of costs related to
 - i. Scientific Quality Control of translations of the dissemination documents requested by the EU on stock status;
 - ii. Publication, packaging and posting of dissemination documents requested by the EU on stock status;
 - iii. Dissemination among RACs: expenses incurred by ICES (i.e. meeting expenses: travel and *per diem* following ICES rules regarding travel and subsistence allowances as specified in Annex IVC and meeting facilities when outside ICES headquarters) related to meetings with RACs.
- c) 100 % of costs related to the Data Collection Framework
 - i. Salaries of Data services employees of the ICES Secretariat (with an indication of the number and grades of staff to be involved in the work), regarding preparation for, work during and follow-up after meetings related to the Data Collection Framework,

⁸ Based on number of recurrent stock advice released by ICES in 2009; if this Agreement is renewed, the values beyond 2011 to be discussed with other Partner Commissions of ICES.

- ii. Data Collection community web sites;
 - iii. Maintaining of databases: DATRAS database and Eurostat/ICES catch database,
 - iv. Expenses incurred by ICES (i.e. meeting expenses: travel and *per diem* following ICES rules regarding travel and subsistence allowances as specified in Annex IVC and meeting facilities when outside ICES headquarters) related to meetings supporting the Data Collection Framework.
- d) 100 % of costs related to the support to Commission officials
- i. Expenses incurred by ICES (i.e. fees for instructors and meeting expenses: travel and *per diem* following ICES rules regarding travel and subsistence allowances as specified in Annex IVC and meeting facilities when outside ICES & EU headquarters) related to training courses.
- e) 25,04 % of ICES general costs
- i. Salaries of ICES permanent employees: Management, Administration and IT (i.e. Central financial and personnel administration, staff education and training);
 - ii. Office expenses (i.e. including renting, electricity, heating, watchmen, safety and security, cleaning costs, maintenance costs (e.g. photocopier), consumables, postage, telephone and fax, office equipment, insurance, general office maintenance);
 - iii. IT expenses (i.e. Computer system support and maintenance).

Analytical presentation of costs supported by the DG Mare as its contribution to the 2011 ICES budget

	<i>Number of unit</i>	<i>Total annual unit cost</i>	<i>Total annual cost</i>	<i>Percentage of time spent on scientific advice</i>	<i>DG Mare share</i>	<i>DG Mare's residual costs</i>
Process of delivering scientific advice						
Salaries of ICES employees						
Category A	2,00	132.803,91 €	265.607,81 €	76,00 %	62,96 %	127.098,26 €
Category B	5,00	77.804,31 €	389.021,54 €	76,00 %	62,96 %	186.154,01 €
Category C	4,00	50.304,51 €	201.218,04 €	76,00 %	62,96 %	96.286,56 €
Sub-total			855.847,40 €			409.538,83 €
Wages of ICES representatives						
ACOM Chair	1,00	72.438,49 €	72.438,49 €	100,00 %	62,96 %	45.609,42 €
ACOM Vice-Chair	4,00	30.853,43 €	123.413,73 €	100,00 %	62,96 %	77.704,94 €
Sub-total			195.852,23 €			123.314,36 €
Travel costs and <i>per diem</i>						
ICES secretariat			61.706,87 €		62,96 %	38.852,47 €
ACOM Chair & Vice-Chairs			87.194,48 €		62,96 %	54.900,23 €
ACOM			54.999,60 €		62,96 %	34.629,38 €
Advisory groups			134.145,36 €		62,96 %	84.461,89 €
External reviewing			49.633,78 €		62,96 %	31.250,90 €
Meeting facilities						
Room renting	3,00	1.502,43 €	4.507,28 €		62,96 %	2.837,92 €
Sub-total			392.187,37 €			246.932,79 €
Dissemination of recurrent advice						
Popularization documents						
Writing of the EN version	136,00	167,68 €	22.804,71 €		100,00 %	22.804,71 €

Publication costs						
Scientific advice	216,00	80,49 €	17.385,24 €	62,96 %		10.945,75 €
Dissemination among RACs						
Travel expenses			26.158,35 €	100,00 %		26.158,35 €
Sub-total			66.348,30 €			59.908,80 €

Total Scientific Advice **1.510.235,29 €** **839.694,79 €**

Support to the Data Collection Framework

Salaries of ICES employees						
Category B	1,00	77.804,31 €	77.804,31 €	25,00 %	100,00 %	19.451,08 €
Category C	1,00	50.304,51 €	50.304,51 €	50,00 %	100,00 %	25.152,25 €
Sub-total			128.108,82 €			44.603,33 €
DCF community web-sites	4,00	335,36 €	1.341,45 €	100,00 %		1.341,45 €
Sub-total			1.341,45 €			1.341,45 €

Total support to the DCF **129.450,27 €** **45.944,79 €**

Support to Commission's officials

Instructor fees (days)	26,00	699,57 €	18.188,77 €	100,00 %		18.188,77 €
Per Diem (men.days)	12,00	295,12 €	3.541,44 €	100,00 %		3.541,44 €
Travel costs	6,00	268,29 €	1.609,74 €	100,00 %		1.609,74 €

Total support to Commission's Officials **23.339,95 €** **23.339,95 €**

ICES administrative costs

Salaries of ICES employees (management, administration & IT)			982.966,36 €	25,04 %		253.413,94 €
Office expenses			322.619,59 €	25,04 %		83.173,04 €
IT expenses			357.497,38 €	25,04 %		92.164,72 €

Total ICES administrative costs **1.663.083,33 €** **416.441,23 €**

Total **1.325.421,23 €**

Share key applied to costs directly related to the scientific advisory process

1	Number of stock advice requested by the EU	136,00 per year
2	Total number of stock advice released by ICES	216,00 per year

Ratio[1/2] **62,96 %**

Share key applied to ICES general costs

3	Total of ICES general costs related to tasks asked by the EU	908.977,89 €
4	Total of ICES general costs as foreseen in the 2011 budget	5.293.137,53 €
5	Total of ICES general costs others than administrative costs	3.630.054,19 €

Ratio[3/5] **25,04 %**

Annex IVB

Non-recurring advisory deliverables budgeting – Components upon which the ICES costs are calculated.

The EU may request non-recurring advisory deliverables to ICES with the aim to assess possible management options on a case by case basis. In such a case the following additional costs may be reimbursed.

Additional reimbursable costs associated to the non-recurring advisory deliverables

ICES provides a quote and a request for payment which will have to detail costs incurred by ICES in relation to the support of scientific experts working groups on the non-recurring advice. Such a quote or a request for payment can include

- travelling costs and *per diem* following ICES rules regarding travel and subsistence allowances as specified in Annex IVC.

Annex IVC

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ICES rules regarding travel and subsistence allowances.

1. Travel: Persons travelling at the expense of the Council will be paid the cost of first-class rail or boat tickets and economy-class air fares, plus, where necessary, reasonable insurance cover. For overnight travel by train or boat, charges for sleeper and cabin respectively will also be paid. Whenever practical, the least expensive and most environmentally friendly form of travel should be used. Unless otherwise authorized by the General Secretary, the costs of travel by private automobile will not be paid. In case travel by automobile is authorised payment will be only to the amount of the cheapest public transport fare.

2. Local transport: The cost of transportation between the airport (or other point of arrival or departure) and the hotel are included in the per diem. In particular cases additional expenses can be reimbursed, provided the necessity and nature of the expenses are satisfactorily explained and documented.

3. Overnight travel: *Per diem* is paid for each 24-hour period of absence from the home base in accordance with the United Nations (WHO) rates:

<http://apps.who.int/bfi/tsy/PerDiem.aspx>

In calculating the total amount to be paid, the day on which the period of travel commences will be counted in full and the day of return discounted. Travel expenses on overnight travel are covered by one half per diem. Under special circumstances when the cost of the only suitable hotel accommodation available is more than 50% of the per diem rate, the General Secretary may authorize the payment of the hotel charge plus half the per diem rate.

4. One day travel: For a journey not involving an overnight stay, but exceeding ten hours duration, half of the per diem will be paid. This applies also for an overnight journey by air, train, or boat. For an absence from home base of less than ten hours, 15 per cent of a half per diem will be paid.

5. Meals: In cases where ICES provides meals or receptions, the cost will be deducted from the per diem paid. In case ICES provides hotel including breakfast, half per diem will be paid and 10% of the per diem will be deducted for breakfast.

6. Authorisation: Unless specifically authorized by the General Secretary before travel is undertaken, no person will be paid for a journey longer than from his or her normal home base (residence or office).

7. These rules apply for ICES staff as well as for externals travelling on ICES service and cost.