

LoA Part I - Main Agreement

FOOD AND AGRICULTURE ORGANIZATION OF THE UNITED NATIONS

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LETTER OF AGREEMENT

between

the Food and Agriculture Organization of the United Nations

and

The International Council for the Exploration of the Sea (ICES)

H. C. Andersens Boulevard 44-46, DK 1553 Copenhagen V, Denmark

for provision of

Participatory development of stock assessment methodologies for data-limited deep-sea fisheries stocks in the ABNJ

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This Letter of Agreement (hereinafter the “LoA” or the “Agreement”) is made between the Food and Agriculture Organization of the United Nations (hereinafter referred to as “FAO”) and The International Council for the Exploration of the Seas (ICES) hereinafter referred to as the “Service Provider”).

FAO and the Service Provider (hereinafter collectively referred to as the “Parties”), in consideration of the mutual covenants and agreements contained herein, hereby agree as follows:

1. Scope of Services

The Service Provider will provide certain services (the “Services”) described in detail in Annex B in support of the *Participatory development of stock assessment methodologies for data-limited deep-sea fisheries stocks in the ABNJ*.

2. Definitions

For the purposes of this Agreement, if not otherwise defined herein, the definitions listed in Annex A shall apply.

3. Compensation

To enable the Service Provider to provide the Services, FAO will pay the Service Provider a total amount which represents FAO’s maximum financial liability under this Agreement (“Maximum Financial Liability”). Payments shall be made in accordance with the payment provisions set forth in Annex B.

4. Designation of the FAO LoA Manager

Ms. Eszter Hidas, Manager of the Common Oceans Deep-sea Fisheries Project is designated the officer responsible for the management of this Agreement (“LoA Manager”) on behalf of FAO.

5. Entry into Force and Term

The Agreement will enter into force upon the later of **1 August 2025** and the date both Parties have signed the agreement (the “Effective Date”). Services shall be provided until **31 January 2027** (the “Services End Date”), unless terminated earlier in accordance with the provisions below, or extended by mutual, written agreement (the period between the Effective Date and the Services End Date, is hereinafter referred to as the “Operational Period”). Following the Operational Period there will be an additional period of 30 calendar days during which the Service Provider shall complete and submit to FAO the Final Report (the “Closure Period”). The Agreement shall terminate at the end of the Closure Period.

6. Purpose of the LoA

a. The purpose for which the funds provided by FAO under this Agreement shall be used is the following: *To use the expertise available in ICES and their specialist groups, such as WKLIFE, to support the RFMOs that manage deep-sea fisheries (dsRFMOs) with the assessment of their data-limited stocks, in a participatory manner.*

b. The Service Provider will produce, achieve or deliver the following outputs:

1. Two workshop reports linked to the ICES WKLIFE 2025 meeting
2. Two reports on a workshop organized by ICES on stock assessment method development

3. Two reports on a workshop organized by ICES on stock assessment application and testing
4. Two workshop reports linked to the WKLIFE 2026 meeting
5. One draft, open-access stock assessment and method guidance digital platform
6. One catalogue of data-collection and assessment methodologies for data-limited deep-sea stocks in the ABNJ
7. One webinar to introduce the digital platform

A detailed description of the Services, including technical and operational requirements, budget, work plan and timeframe, performance indicators and means of verification, as well as inputs to be provided free-of-charge by the Parties, if any, are set out in detail in Annex B.

7. Notices and Communications

All notices and other binding communications shall be in English, Spanish or French and shall be deemed to have been validly given (a) when delivered in person, (b) upon receipt after dispatch by registered or certified mail or international courier service, (c) upon confirmation of receipt by facsimile transmission or by email, in each case addressed as follows:

if to FAO:

*Eszter Hidas, Project Officer, NFIGD, FAO
Viale delle Terme di Caracalla - 00153 Rome, ITALY
Email: Eszter.Hidas@fao.org*

if to the Service Provider:

*[name/title] Anne Marie Cooper, Professional Officer
[address] International Council for the Exploration of the Sea (ICES)
H. C. Andersens Boulevard 44-46
1553 Copenhagen V
Denmark
[fax/email]_email: Anne.Cooper@ices.dk*

or to such other address as either Party may from time to time specify in writing to the other Party.

8. Terms and Conditions: Interpretation of the Contract

This Agreement is subject to the General Terms and Conditions for Letters of Agreement attached hereto as Annex A. The provisions of such Annex shall control the interpretation of this Agreement and in no way shall be deemed to have been derogated by the contents of this LoA or any other Annexes, unless otherwise expressly stated under Annex C of this LoA, entitled “Special Conditions and Derogations.”

9. Annexes, Appendices, Schedules: Integration

The Annexes, Appendices and Schedules to this Agreement constitute an integral part of this Agreement and together constitute a single binding contractual instrument.

10. Entire Agreement; No Prior Agreement

This Agreement constitutes the entire agreement between the Parties and terminates and supersedes any and all prior agreements and understandings (whether written or oral) between the Parties with respect to the subject matter of this Agreement.

Signed on behalf of the Food and Agriculture Organization of the United Nations:


Name and title of FAO Officer: Manuel Barange, Assistant Director-General/Director, Fisheries and Aquaculture Division, FAO

Signature: 

Date: 17 July 2025

Signed on behalf of [full name of the Service Provider]:

Name and title of the authorized signatory for Service Provider: Alan Haynie, General Secretary, International Council for the Exploration of the Sea (ICES)

Signature: 

Date: 18 July 2025

The Parties agree that electronic signature of the agreement using the Adobe-Acrobat tool shall be treated as valid and legally binding. The Parties further agree that the agreement may be concluded electronically via email exchange of such electronically signed copies or scanned versions of the agreement signed in hard copy and that the signed copies exchanged in this manner shall be treated as originals.

**ANNEX A TO LETTER OF AGREEMENT:
GENERAL TERMS AND CONDITIONS FOR LETTERS OF AGREEMENT**

Article I. DEFINITIONS

Section 1.01 Agreement: As defined in the preamble to the LoA, the agreement between the Parties hereto.

Section 1.02 Closure Period: As defined in the LoA in paragraph 5, the additional period of time granted to the Service Provider to prepare and submit to FAO the Final Report.

Section 1.03 Confidential Information: As defined in this Annex A, Section 13.01, below.

Section 1.04 Credit Event: Any sudden and tangible (negative) change in the Service Provider's credit standing or decline in credit rating or other event that brings into question the Service Provider's ability to repay its debt.

Section 1.05 Effective Date: As defined in the LoA in paragraph 5, the date this Agreement enters into force.

Section 1.06 Executing Institution: An Executing Institution can be any of the following institutions selected to provide Services to, or on behalf of, FAO under the provisions of Manual Section 507: i) a United Nations or other Intergovernmental organization; ii) a national or local government body; iii) an Eligible Entity with whom FAO has established by means of a Memorandum of Understanding an official partnership agreement with a partnership objective relevant to the purpose and the activities of this Agreement. For purposes of this Agreement, (i) the Executing Institution shall be the entity named in the preamble to the LoA and (ii) the terms Service Provider and Executing Institution are used interchangeably.

Section 1.07 FAO: Food and Agriculture Organization of the United Nations.

Section 1.08 Final Report: As defined in this Annex A, Section 9.01, below.

Section 1.09 Financial Period: , The period from the Effective Date at the outset of the Operational Period to the end of the Closure Period[referred to in the LoA in paragraph 5].

Section 1.10 Force Majeure: As defined in this Annex A, Section 17.03, below.

Section 1.11 Intergovernmental: An organization established by a treaty or charter, and which is made up of sovereign nations.

Section 1.12 Key Personnel: Any persons whose names are set forth on Annex B, Appendix 2, if any.

Section 1.13 LoA: Specifically, this Letter of Agreement. Generally, a contractual instrument used to obtain Services from a Service Provider in accordance with FAO's policies, regulations and procedures described in detail in Section 507 of the Administrative Manual.

Section 1.14 LoA Manager: The person named in paragraph 4 of the LoA, or such other person as has duly been appointed by FAO to replace such person.

Section 1.15 Manual Section 507: FAO's Administrative Manual for letters of agreement

Section 1.16 Maximum Financial Liability: As defined in the LoA in paragraph 3, the amount representing FAO's maximum financial liability under this Agreement.

Section 1.17 Miscellaneous Income: As defined in this Annex A, Section 8.02, below.

Section 1.18 Operational Period: As defined in the LoA in paragraph 5, the period between the Effective Date and the Services End Date.

Section 1.19 Party or Parties: As defined in the preamble to the LoA, each of FAO and the Service Provider shall be a Party under this Agreement and collectively shall be referred to as the Parties.

Section 1.20 Returnable Items: As defined in this Annex A, Section 8.01, below.

Section 1.21 Service Provider: The entity named in the preamble to the LoA, selected to provide Services to, or on behalf of, FAO under the provisions of FAO Manual Section 507. In specific circumstances the Service Provider may be referred to in the LoA as the Executing Institution. For the purpose of this Agreement, the terms Service Provider and Executing Institution are used interchangeably.

Section 1.22 Services: Those services defined in the LoA in paragraph 1 and more fully described in Annex B of this Agreement. For purposes of any LoA with an Executing Institution the terms Services and Activities are used interchangeably.

Section 1.23 Services End Date: As defined in the LoA in paragraph 5, the date the Operational Period ends.

Section 1.24 Termination Event: As defined in this Annex A, Section 18.01.

Section 1.25 VAT: Value Added Tax.

Article II. LEGAL STATUS OF THE PARTIES

Section 2.01 Pursuant, inter alia, to the FAO Constitution and the Convention on the Privileges and Immunities of the Specialized Agencies, FAO has full juridical personality and enjoys such privileges and immunities as are necessary for the independent fulfilment of its purposes.

Section 2.02 Nothing contained in this Agreement or in any document or arrangement relating thereto shall be construed as conferring any privileges or immunities of FAO on the Service Provider, its personnel or any other persons providing the Services on its behalf.

Section 2.03 The Service Provider shall be registered as a governmental, Intergovernmental (e.g. other United Nations organization), non-governmental or other not-for-profit entity. It shall have independent legal status vis-à-vis FAO, and it shall be fully responsible, in particular, for the acts and omissions of its personnel, agents and other representatives.

Section 2.04 None of the officials, representatives, employees, or subcontractors of either of the Parties shall, by virtue of this Agreement, be considered in any respect as being an employee or agent of the other Party and nothing contained in this Agreement or in any document or arrangement relating thereto shall be construed as establishing or creating between the Parties the relationship of employer and employee or of principal and agent. The personnel assigned by the Service Provider to provide the Services shall not be considered in any respect as being employees or agents of FAO.

Article III. RESPONSIBILITY FOR EMPLOYEES; KEY PERSONNEL

Section 3.01 The Service Provider will be responsible for all activities related to the provision of the Services and the acts or omissions of all employees, agents (including subcontractors) and other representatives providing the Services on its behalf.

Section 3.02 FAO will not be held responsible for any accident, illness, loss or damage that may occur during the provision of the Services or any claims, demands, suits or judgements arising therefrom, including for any injury to the Service Provider's employees, agents (including subcontractors) or other representatives or to third parties, or any loss of, damage to, or destruction of property of third parties, arising out of or connected to the Service Provider's work or performance under this Agreement. Consequently, FAO will not entertain any request or accept any claim for indemnities resulting from such occurrence.

Section 3.03 Upon FAO's request, the names of the persons selected by the Service Provider to provide Services hereunder shall be set forth on Appendix 2 to Annex B (such persons shall be deemed "Key Personnel"). FAO may also require that detailed personal history statements for Key Personnel be furnished to FAO. During the Operational Period, the Service Provider shall not substitute any Key Personnel without FAO's prior authorization. In the event a substitution becomes necessary, the Service Provider shall offer for FAO's consideration only persons having equal or comparable experience and skills to the Key Personnel being substituted. After a substitution has been approved by FAO, Appendix 2 shall be revised to reflect the substitution and the new individual shall be considered Key Personnel.

Section 3.04 The Service Provider shall be responsible for the professional and technical competence of the Key Personnel under this Agreement and will select reliable and competent individuals who will be able to effectively perform the obligations under this Agreement and who, while doing so, will respect the local laws and customs and conform to a high standard of moral and ethical conduct.

Section 3.05 FAO may request that the Service Provider replace any personnel, including Key Personnel, who, in the opinion of FAO, have not met appropriate standards of conduct or who are not performing as required under this Agreement.

Article IV. INSURANCE

Section 4.01 The Service Provider shall make and thereafter maintain, in compliance with national legislation, or as otherwise required by FAO, provision for adequate insurance to cover such risks as damage to property and injuries to persons affected by the performance of this Agreement, as well as third party liability claims.

Section 4.02 The Service Provider acknowledges and agrees that FAO accepts no responsibility for providing life, health, accident, travel or any other insurance coverage which may be necessary or

desirable in respect of any personnel performing Services for the Service Provider in connection with this Agreement.

Section 4.03 Unless otherwise provided in this Agreement, prior to commencement of performance of any other obligations hereunder, and subject to any limits set forth hereunder, the Service Provider shall take out and shall maintain for the entire Financial Period:

- a) insurance reasonably adequate to deal with losses against travel related risks for all travelers whose travel costs are funded under this Agreement, or ensure that travelers have undertaken such insurance themselves at own initiative and cost;
- b) to the extent required by national legislation and local law where Services are being performed, all risks insurance to cover damage to property as a result of the performance of this Agreement, including any equipment or vehicles, or other transportation means, whether or not owned by the Service Provider, used during or in connection with the performance of this Agreement;
- c) to the extent required by national legislation and local law where Services are being performed, workers' compensation insurance, or its equivalent, or employer's liability insurance, or its equivalent, with respect to the Service Provider's personnel sufficient to cover all claims for injury, death and disability, or any other benefits required to be paid by law, in connection with the performance of the Agreement and particularly in view of the limitation of liability provisions of Section 3.02; and
- d) such other insurance as may be agreed upon in writing between FAO and the Service Provider.

Article V. FAO RIGHTS OF ACCESS

Section 5.01 FAO's LoA Manager or authorized agents shall be granted access to all documentation and sites related to the Services, including during implementation of field activities and after the Operational Period, for review and audit purposes. The Service Provider agrees to comply without delay with any request by FAO that it submit evidence of expenses.

Article VI. SUBCONTRACTING; ASSIGNMENT

Section 6.01 In the event the Service Provider requires the services of subcontractors to perform any obligations under this Agreement, except as may be provided in this Agreement, the Service Provider shall obtain the prior written authorization of FAO. FAO shall be entitled, in its sole discretion, to review the qualifications of subcontractors and to reject any proposed subcontractor that FAO reasonably considers is not qualified to perform obligations under the Agreement.

Section 6.02 The Service Provider shall have the sole and full responsibility for the performance of its obligations under this Agreement. Any subcontracting arrangement shall in no way relieve the Service Provider of its responsibility to deliver the Services in accordance with this Agreement.

Section 6.03 Subcontracts of the Services or procurement of the items set forth in the Annex shall be carried out in conformity with the Service Provider's own procurement rules and procedures. The Service Provider confirms that its procurement rules and procedures, and their implementation, ensure that the procurement process is transparent and consistent with generally-accepted principles governing public sector procurement to obtain best value for money.

Section 6.04 The Service Provider will ensure that any agreement with any subcontractor requires such subcontractor (i) to maintain appropriate records to satisfy the requirements of Section 9.02 for a period of five years after the Financial Period, or such longer period as has been notified to the Service Provider, and (ii) to provide FAO access to all documentation and sites related to the Services, including during implementation of field activities and after the Financial Period, for review and audit purposes.

Section 6.05 The terms of any subcontract shall be subject to, and shall be construed in a manner that is fully in accordance with, all of the terms and conditions of this Agreement.

Article VII. REIMBURSEABLE AMOUNTS: PERMITTED AND INELIGIBLE EXPENDITURES

Section 7.01 FAO will cover or reimburse eligible direct costs incurred in connection with implementation of the Services that:

- a) are specifically agreed and recorded in the Budget;
- b) are necessary for carrying out the Services, directly attributable to such activities, and have been charged in proportion to their actual use;

- c) are incurred during the Operational Period, with the exception of costs related to any audit of the Final Report;
- d) are actually incurred by the Service Provider, i.e. they represent real expenditure definitively and genuinely borne by the Service Provider;
- e) are recorded using historical cost;
- f) are reasonable, justified, identifiable and backed by supporting documents; and
- g) have not been claimed, reimbursed or budgeted for funding from any other source other than FAO pursuant to this Agreement.

Section 7.02 FAO will not cover or reimburse costs outside the scope of this Agreement, including but not limited to, the following costs:

- a) bonuses or other exceptional remuneration other than ordinary salary;
- b) purchase cost of equipment and assets unless such asset or equipment is specifically purchased for the execution of activities under the Agreement and ownership is transferred to a beneficiary designated by FAO or, in the absence of such designation, remains with the Service Provider;
- c) duties, taxes and charges, including VAT, that are recoverable or deductible by the Service Provider;
- d) debts and debt service charges;
- e) provision for losses, debts or potential future liabilities;
- f) banking charges incurred in connection with the transfer of funds from FAO;
- g) costs incurred after the Operational Period, other than those permitted pursuant to Section 7.01(b), or after notification by FAO to the Service Provider to suspend activities under the Agreement or that the Agreement is being terminated, with the exception of such costs as are expressly agreed to by FAO;
- h) the purchase of land or buildings;
- i) interest owed by the Service Provider to any third party; and
- j) currency exchange losses.

Section 7.03 FAO shall not pay interest or other charges to the Service Provider for late payment by FAO.

Article VIII. RETURN OF UNEXPENDED FUNDS AND ASSETS; FAO'S RIGHT TO WITHHOLD, OFFSET OR RECOVER CERTAIN FUNDS AND ASSETS

Section 8.01 Upon termination of the LoA, the Service Provider shall return to FAO any unexpended funds budgeted and paid by FAO under this Agreement, any non-expendable assets that were procured by FAO and used by the Service Provider in executing the Services under this Agreement (other than those that were explicitly transferred to the Service Provider pursuant to transfer of ownership form), or the value thereof if the return of such assets is impracticable, as well as any inputs which have not, at the time of such termination, been distributed to the Beneficiaries (collectively, the "Returnable Items"). Returnable Items shall also include any Miscellaneous Income (as defined below) which was not authorized to be used, if any.

Section 8.02 "Miscellaneous Income" shall consist of, inter alia, proceeds or receivables from the sale of any item or other asset provided under this Agreement, as well as any bank interest earned or accrued on funds remitted by FAO and which have been deposited or temporarily placed in an interest-bearing account. For LoAs with a Maximum Financial Liability of \$200,000 or greater, the Service Provider shall record all Miscellaneous Income as credit against funds receivable from FAO. The Service Provider shall not use Miscellaneous Income during the Operational Period except in the event FAO has granted express authorization to use Miscellaneous Income for the Services. Upon termination of the LoA, the Service Provider shall, in accordance with Section 8.01 credit such unused Miscellaneous Income to FAO in its Final Report.

Section 8.03 FAO reserves the right to withhold, offset or recover from the Service Provider an amount equal to the value of:

- a) any expenditure found ineligible under criteria provided in this Agreement, including expenditures that are not included or properly reflected in any financial report or supported by appropriate documentation, as required by this Agreement;
- b) any Returnable Items; and

- c) any expenditure made by the Service Provider (or payment made by FAO) as a result of any irregularity or corrupt, fraudulent, collusive, coercive, unethical and/or obstructive practice, as defined in this Agreement, by the Service Provider, any successors or assigns, employees, agents or representatives, or such other amount as is determined by FAO to be equitable under the circumstances.

Section 8.04 FAO shall formally notify the Service Provider of its intention to withhold, offset or recover any such sums, specifying the amount and the reasons therefor and inviting the Service Provider to provide additional documentation in connection with the disqualified expenditure or Returnable Items within 30 days from the date of receipt of the notice. After examination of any additional documentation submitted by the Service Provider or if the Service Provider does not submit any additional documentation by the stated deadline, FAO will formally notify the Service Provider of its decision to withhold or offset other amounts payable to the Service Provider under this or any other agreement, and/or to proceed with a recovery of the disqualified expenditure or Returnable Items. Where FAO selects to proceed with a recovery, it shall also provide the Service Provider with a final deadline for repayment to FAO.

Article IX. REPORTING AND RECORD MAINTENANCE REQUIREMENTS

Section 9.01 The Service Provider shall submit to the LoA Manager the Reports listed in Annex B on the dates set forth therein, including a final report consisting of a narrative report and a financial report, with supporting documentation as required by this Agreement, within 30 days following the Services End Date (the "Final Report"). The Final Report must be sufficiently detailed to allow certification of deliverables and of expenditures, including spot checks on representative or risk-based transactions. The Final Report shall be signed and certified as to its correctness by a duly designated representative of the Service Provider (e.g. executive officer, chief financial officer, chief accountant or similar).

Section 9.02 The Service Provider shall keep accurate financial records and maintain supporting documentation showing the utilization of inputs and funds under this Agreement and any other documentation related to the Services for a period of five years following the Financial Period, or such longer period as has been notified by FAO, during which period FAO, or a person designated by FAO, or the relevant auditing authority (e.g. national audit office) shall have the right, at any time, to conduct reviews and/or audits relating to any aspect of this Agreement. The Service Provider shall provide its full and timely cooperation with any such review or audit. Full and timely cooperation shall include, but not be limited to, making available to respond to questions employees or agents with knowledge of the Agreement and granting to FAO or other designated persons or relevant authority, access at reasonable times and conditions to the Service Provider's premises or other sites where documentation related to this Agreement is kept or activities related to this Agreement are carried out. This obligation will survive the expiration or termination of this Agreement.

Section 9.03 In addition to the requirements set forth in Section 9.01, the Final Report for LoAs having a Maximum Financial Liability of \$200,000 or greater shall also be signed by an independent third party auditor. Such auditor's fees may be included in the LoA budget and reimbursed to the Service Provider.

Section 9.04 If the Service Provider fails to submit the Final Report specified in Section 9.01 above within 30 calendar days following the Services End Date, FAO shall, after notice to the Service Provider, be under no further obligation to make payment to the Service Provider under this Agreement.

Article X. MAXIMUM FINANCIAL LIABILITY

Section 10.01 This Agreement is a cost reimbursable contract, and FAO shall pay only costs actually incurred pursuant to the budget set forth in Annex B. Funds provided by FAO under this Agreement are to be used by the Service Provider exclusively for the provision of the Services in accordance with the terms of this Agreement. Neither the Service Provider nor its personnel nor any other persons providing the Services on its behalf, will incur on behalf of FAO any additional commitment or expense exceeding the Maximum Financial Liability.

Article XI. USE OF NAME, EMBLEM OR OFFICIAL SEAL

Section 11.01 FAO does not, through this Agreement, endorse or recommend any commercial products, processes or services. The Service Provider may, in any information disseminated to the press, internal

stakeholders or beneficiaries of the Services, including in any related publicity material, official notices, external communications, reports or publications about the Services, acknowledge the contributions of FAO. Any such acknowledgment should also provide a disclaimer that FAO's contributions should not be considered as an endorsement of the Service Provider's products, processes or services, or, in connection with a report or publication, its views, unless FAO has explicitly authorized the relevant text. The Service Provider may also refer to this Agreement and to FAO's funding thereof in any financial or other report that the Service Provider is required to issue in order to comply with reporting requirements set by national law or its own internal statutes and regulations. No further use of the FAO name shall be permitted unless expressly authorized by FAO in writing.

Section 11.02 FAO may, in certain cases, direct the Service Provider to use the FAO logo in connection with outputs described in this Agreement. Other than when directly required by FAO, FAO's logo may not be used by the Service Provider without the prior approval of FAO. Any requests for approval shall be directed to the LoA Manager named in this Agreement copying the email address "logo@fao.org". All use of the FAO logo shall be carried out in accordance with FAO logo policy, which, together with the appropriate FAO logo electronic files, will be provided upon request by the LoA Manager.

Section 11.03 FAO reserves the right to request that the Service Provider limit use of its name and logo at any time, including when publicity under this provision could put the staff of the Parties at risk.

Article XII. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS

Section 12.01 Any intellectual property rights including copyright, of material such as publications, software and designs, made available by the Parties to be used in implementing activities under this Agreement will remain with the originating Party. All intellectual property rights, including copyright, in the outputs produced under this Agreement are vested in FAO, including, without any limitations, the right to use, publish, translate, sell or distribute, privately or publicly, any item or part thereof. FAO hereby grants to the Service Provider a non-exclusive royalty-free license to use, publish and distribute the outputs delivered under this Agreement for non-commercial purposes, provided that FAO is acknowledged as the source and copyright owner.

Article XIII. CONFIDENTIALITY

Section 13.01 Neither the Service Provider nor its personnel will communicate to any other person or entity any "Confidential Information" disclosed to it by FAO nor will they use this information for private or corporate advantage. For purposes of this provision, Confidential Information is information (a) that has been provided by FAO and marked or flagged as confidential or (b) that is not available to the general public at the time of such disclosure (and which does not otherwise become available to the public through any dissemination or breach by the Service Provider).

Section 13.02 The Service Provider may disclose Confidential Information to the extent required by law, subject to and without any waiver of the privileges and immunities of FAO, provided that the Service Provider gives FAO sufficient prior notice of a request for the disclosure in order to allow FAO a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

Section 13.03 To comply with disclosure requirements and enhance transparency, FAO reserves the right to release and/or publish the following information about this Agreement: (i) the name and nationality of the Service Provider; (ii) a brief description and location of the Services provided; and (iii) the amount of this Agreement. FAO may also disclose information about this Agreement or the Service Provider to the extent required by the FAO Constitution or consistent with or pursuant to resolutions or regulations of the Conference of FAO. The Service Provider specifically consents to the release and/or publication of the foregoing information. FAO will not release or publish information that has been marked or flagged as confidential.

Section 13.04 This Article will survive the expiration or termination of this Agreement.

Article XIV. REQUIRED DISCLOSURE

Section 14.01 The Service Provider agrees that it will notify FAO immediately of any of the following events:

- a) events or circumstances which are likely to affect significantly or delay the implementation of the LoA activities or the Service Provider's ability to deliver the Services;
- b) bankruptcy, insolvency, receivership or winding up or other Credit Event by or affecting the Service Provider or its controlling entity;
- c) use of FAO's name other than as expressly permitted pursuant to Section 11.01;
- d) changes in Key Personnel, as per Section 3.03;
- e) any conflict or problem arising in relation to national authorities, as per Section 23.02; and
- f) any other circumstances which could reasonably affect FAO's decision to award the LoA or the Service Provider's ability to comply with the requirements of this Agreement.

Section 14.02 The Service Provider agrees that it will notify FAO immediately of any knowledge of any plans to change its name, legal status or direct or indirect controlling entity, which in any event shall be no less than five (5) days prior to any such change.

Article XV. TAX EXEMPTION

Section 15.01 FAO enjoys certain privileges and immunities which include exemption from payment of sales taxes such as VAT, customs duties and importation restrictions. The Service Provider may not charge any tax to FAO for the provision of its Services but may request the reimbursement of the full value, including tax of items procured for the provision of the Services, if FAO agrees the recovery of such tax from the relevant fiscal authorities is exceptionally onerous or impossible.

Article XVI. ESSENTIAL TERMS

Section 16.01 The Service Provider acknowledges and agrees that each of the provisions of this Article constitutes an essential term of this Agreement and that any breach of any of these provisions shall entitle FAO to terminate this Agreement immediately upon notice to the Service Provider, without any liability for termination charges or any other liability of any kind.

Section 16.02 SOURCE OF INSTRUCTIONS. The Service Provider shall neither seek nor accept instructions from any authority external to FAO in connection with the performance of the Services. Should any authority external to FAO seek to issue any instructions concerning or impose any restrictions on the Service Provider's performance under the Agreement, the Service Provider shall promptly notify FAO and provide all reasonable assistance required by FAO in order to help resolve the matter. The Service Provider shall not take any action in respect of the performance of its obligations under the Agreement that may adversely affect the interests of FAO, and the Service Provider shall perform the Services with the fullest regard to the interests of the FAO.

Section 16.03 CODE OF CONDUCT, CONFLICT OF INTEREST AND VENDOR SANCTIONS. The Service Provider shall observe the highest standard of ethics in providing the Services and agrees to adhere to the United Nations Supplier Code of Conduct, which can be viewed at <https://www.un.org/Depts/ptd/about-us/un-supplier-code-conduct>.

The Service Provider shall take all reasonable precautions to avoid any conflict of interest in the implementation of the Services. The Service Provider agrees that it shall inform FAO without delay of any situation constituting or likely to entail a conflict of interest, including any FAO personnel or first degree relatives of FAO personnel having a financial interest or employment relationship of any kind in the Service Provider's activities. The Service Provider warrants that no official, staff member or representative of FAO, or any family member of any such person, derives any benefit from this Agreement.

The Service Provider confirms that it has not engaged in, nor will engage in, any corrupt, fraudulent, collusive, coercive, unethical or obstructive practices in entering into or implementing this Agreement. If FAO determines that the Service Provider has engaged in such practices, it may impose sanctions, including termination of the Agreement, as provided by FAO's Sanctions Procedures (http://www.fao.org/fileadmin/user_upload/procurement/docs/FAO_Vendors_Sanctions_Policy_-_Procedures.pdf). In addition, information on sanctioned Service Providers and other third parties may be shared with other Intergovernmental or United Nations organizations. This provision must be included in all subcontracts, sub-agreements or assignments entered into by the Service Provider under this Agreement.

For the purpose of this Agreement, the following terms shall have the following meanings:

- a) “*Fraudulent practice*” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain, financial and/or other benefit and/or to avoid an obligation;
- b) “*Coercive practice*” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- c) “*Collusive practice*” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- d) “*Corrupt practice*” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value whether tangible or intangible to improperly influence the actions of another party;
- e) “*Unethical practice*” is an act or omission contrary to the conflict of interest, gifts and hospitality or post-employment FAO policy: (<http://www.fao.org/unfao/procurement/codeconduitethique/en/>), as well as any provisions or other published requirements of doing business with FAO, including the United Nations Supplier Code of Conduct; and
- f) “*Obstructive practice*” is an act or omission by the Service Provider or its affiliates, successors or assigns that may prevent or hinder the work of the Investigation Unit of the FAO Office of the Inspector General.

In order to enter into an agreement with FAO, the Service Provider represents that neither it, nor any of its agents or authorized subcontractors, has been suspended, debarred or otherwise identified as ineligible by any other United Nations Organization or Organization within the World Bank Group, nor is it listed on the United Nations Security Council Consolidated List and that neither it, nor any of its agents or authorized subcontractors is subject to any sanction or temporary suspension imposed by any such organization. The Service Provider is therefore required to disclose to FAO whether itself, or any of its affiliates or agents, is, has been or becomes subject to any such sanction or measure at any time during the three years prior to this Agreement and at any time throughout the execution of this Agreement. The Service Provider recognizes that a misrepresentation under this provision will entitle FAO to terminate its Agreement with the Service Provider immediately upon notice to the Service Provider, without any liability for termination charges or any other liability of any kind of FAO and that material misrepresentations on its status constitute a fraudulent practice.

In accordance with the United Nations Supplier Code of Conduct, Service Providers are expected to refrain from offering employment to any FAO staff for a period of one year following their separation from FAO.

Section 16.04 LABOR. The Service Provider shall:

- a) respect the prohibition of forced or compulsory labor in all its forms;
- b) respect the freely exercised right of workers, without distinction, to organize, to further and defend their interest as well as the protection of those workers who exercise their right to organize;
- c) ensure equality of opportunity and treatment in respect of employment and occupation; and
- d) ensure fair and reasonable conditions of safety, health and welfare.

The Service Provider represents and warrants that neither it, its parent entities (if any), nor any of the Service Provider’s subsidiary or affiliated entities (if any) is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, <http://www.unhcr.org/protection/children/50f941fe9/united-nations-convention-rights-child-crc.html> including Article 32 thereof, which inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child’s education, or to be harmful to the child’s health or physical, mental, spiritual, moral or social development.

Section 16.05 TERRORISM. The Service Provider agrees to undertake all reasonable efforts to ensure that none of the funds received from FAO under this Agreement are used to provide support to individuals or entities i) associated with terrorism, as included in the list maintained by the Security Council Committee established pursuant to its Resolutions 1267 (1999) and 1989 (2011) or ii) that are the subject of sanctions or other enforcement measures promulgated by the United Nations Security Council. This provision must be included in all subcontracts, sub-agreements or assignments entered into under this Agreement.

Section 16.06 SEXUAL EXPLOITATION. The Service Provider shall take all appropriate measures to prevent sexual exploitation or abuse of any beneficiary of the Services provided under this Agreement, or to any persons related to such beneficiaries, by its employees or any other persons engaged and controlled by the Service Provider to perform any Services under this Agreement. For these purposes, sexual activity with any person less than eighteen years of age shall constitute the sexual exploitation and abuse of such person. In addition, the Service Provider shall refrain from, and shall take all reasonable and appropriate measures to prohibit its employees or other persons engaged and controlled by it from exchanging any money, goods, services, or other things of value, for sexual favours or activities, or from engaging in any sexual activities that are exploitive or degrading to any direct beneficiary of the Services provided under this Agreement or to any persons related to such beneficiaries.

Article XVII. FORCE MAJEURE

Section 17.01 In the event of and as soon as possible after the occurrence of any cause constituting Force Majeure, the affected Party shall give notice and full particulars in writing to the other Party, of such occurrence or cause if the affected Party is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Agreement. The affected Party shall also notify the other Party of any other changes in condition or the occurrence of any event which interferes or threatens to interfere with its performance of this Agreement. If the affected party is the Service Provider, not more than fifteen (15) days following the provision of such notice of Force Majeure or other changes in condition or occurrence, the Service Provider shall also submit a financial statement to FAO detailing the use of funds up to the date of notice as well as the estimated expenditures that will likely be incurred for the duration of the change in condition or the event of Force Majeure. FAO shall not be liable for any excess costs incurred as a result of lack of prompt notice by the Service Provider of the Force Majeure event.

Section 17.02 On receipt of the notice(s) required hereunder, FAO shall have the right to suspend or terminate the Agreement in accordance with Article XVIII or take such other action as it reasonably considers to be appropriate or necessary in the circumstances, including the granting to the affected Party of a reasonable extension of time in which to perform any obligations under this Agreement. In any case, FAO shall be entitled to consider the Service Provider permanently unable to perform its obligations under this Agreement in case the Service Provider is unable to perform its obligations, wholly or in part, by reason of Force Majeure for any period in excess of ninety (90) days.

Section 17.03 "Force Majeure" as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, provided that such acts arise from causes beyond the control and without the fault or negligence of the Service Provider (or on the part of its personnel, agents, other representatives, or authorized subcontractors), and proves insurmountable in spite of all due diligence. Defects in equipment, material or supplies, or delays in their availability (unless due to Force Majeure), labor disputes, strikes or financial difficulties shall not constitute an event of Force Majeure. Notwithstanding anything to the contrary herein in this Agreement, the Service Provider recognizes that the provision of Services may from time to time be performed under harsh or hostile conditions, including civil unrest, in areas in which FAO is engaged, preparing to engage in, or disengaging from any humanitarian or similar operations. Consequently, delays or failure to perform caused by foreseeable events arising out of, or in connection with, such difficult conditions, shall not, in and of themselves, constitute Force Majeure under this Agreement.

Article XVIII. SUSPENSION; TERMINATION; REMEDIES

Section 18.01 Any of the following shall be considered a "Termination Event" under this Agreement:

- a) transfer by the Service Provider to third parties, either directly or indirectly through an intermediary, of all or part of the rights and obligations pertaining to the Services under this Agreement, except for subcontracts duly authorized by FAO;
- b) changes in the Service Provider's name, legal status or control, except those which, following prior disclosure to FAO under Article XIV, have been expressly permitted in writing;
- c) the Service Provider's bankruptcy, insolvency, receivership or winding up;
- d) willful misconduct by the Service Provider;

- e) unjustified delay in the execution of the Services, so as to substantially prejudice the achievement of FAO's objectives under this Agreement;
- f) serious contractual breaches by the Service Provider that have not been remedied notwithstanding notice by FAO and an opportunity to cure;
- g) breach by the Service Provider of any of the Essential Terms; and
- h) non-compliance with the disclosure requirements of Article XIV.

Section 18.02 FAO shall have the right to suspend performance of all or part of the Services under this Agreement upon written notice to the Service Provider if (a) it suspects that a Termination Event has occurred or is occurring and needs additional time to determine how to proceed or (b) in the event of Force Majeure.

Section 18.03 Following suspension of the Agreement, FAO may:

- a) revoke the suspension and require the Service Provider to proceed with the performance of the Services. In this case, if the period of suspension has exceeded more than thirty (30) days, FAO may, in its sole discretion based on the circumstances of the suspension, compensate the Service Provider for expenses incurred as a result of the suspension and resumption of its Services, and the Services End Date shall be extended for a period equal to the time during which the performance of the Services had been suspended;
- b) revoke the suspension subject to certain conditions which, if not met by the Service Provider, will give rise to a new Termination Event; or
- c) terminate the Agreement by written notice to the Service Provider, which termination shall be effective upon notification.

Section 18.04 FAO shall have the right to terminate the Agreement for unforeseen causes beyond the control of FAO or an event of Force Majeure affecting FAO. In the event of termination pursuant to this paragraph, FAO shall provide notice to the Service Provider of such termination and shall complete all payments for expenses that have been incurred by the Service Provider up to the date of receipt of notice by the Service Provider of such termination. After the notice date, additional expenses involved in winding down the Services may be approved by FAO on a case by case basis and must be in writing.

Section 18.05 Either Party shall have the right to terminate this Agreement at any time upon sixty (60) day's advance written notice to the other Party.

Section 18.06 In the event of termination of this Agreement:

- a) The Service Provider shall (i) refrain from undertaking any further or additional commitments under the Agreement as of and following the date of receipt of such notice; except as may be approved in writing by FAO, (ii) terminate all subcontracts, (iii) take all reasonable measures to avoid any loss or deterioration of goods, equipment, materials or supplies, or any other damage and (iv) shall be responsible for refunding to FAO any payment already received in respect of Services that have not been performed to a standard considered acceptable to FAO.
- b) FAO shall complete all payments which may be due and payable up to the effective date of termination, less any amounts subject to adjustment based on claims arising from or connected with the performance of this LoA, as well as the pertinent provisions of this Agreement, and in particular those of Article VIII of this Agreement. In the event of termination on the basis of Force Majeure affecting the Service Provider, the Service Provider shall also refund to FAO any funds already received in respect of Services that have not been performed.

Section 18.07 FAO shall have the right to terminate this Agreement without any liability whatsoever to the Service Provider, following written notice to the Service Provider, for breach of the obligations and warranties set forth in Article XVI, Essential Terms, as more fully described therein. In addition to the rights set forth in Sections 9.04; and 8.04 to withhold, offset or recover certain amounts, FAO shall take other action as it deems appropriate. Failure to comply with such repayment and/or other remedial action requested by FAO may result in further proceedings and/or sanctions against the Service Provider in accordance with FAO's Vendor Sanctions Procedures.

Article XIX. AMENDMENTS

Section 19.01 No amendment shall be permitted:

- a) which would have the effect of significantly altering the scope and/or purpose of this Agreement; or

- b) which increases the Maximum Financial Liability by more than one hundred percent of the original Maximum Financial Liability, except in such cases where a provision has explicitly been made that the Agreement is subject to officially agreed periodic revisions of the work plan and budget.

Section 19.02 The following changes or amendments to this Agreement shall be permitted only if evidenced by a writing signed by both Parties:

- a) budget reallocations or variations of more than 25% between the major headings of the Agreement budget;
- b) budget reallocations of any amount that indicate a serious deterioration of the Service Provider's cost efficiency, whereby costs of salaries, fees, travel and accommodation and/or per-diems for the Service Provider staff or subcontractors increase significantly from the original or previously amended budget, without commensurate changes to the quality or quantity of deliverables;
- c) cost increases;
- d) extensions of the Operational Period of the Agreement, but only if made prior to the Services End Date. Any such extension shall be requested by the Service Provider by notice to FAO no later than one calendar month prior to the Services End Date and provide a documented justification and an interim financial report; or
- e) changes to the payment instructions.

Section 19.03 Any deviations in performance under, or amendments to the terms of, this Agreement, other than those expressly prohibited in Section 19.01 or permitted by a signed writing in Section 19.02 shall be permitted if agreed via email exchange or other writing by both Parties.

Section 19.04 During the Closure Period, if Services are continuing to be provided as if the Agreement is in full force and effect, an amendment may be permitted, if in writing and signed by both Parties, with a view to extending the Operational Period of the Agreement to permit completion and delivery of stated outputs and deliverables and winding down of the Services.

Article XX. NON-WAIVER OF PRIVILEGES AND IMMUNITIES

Section 20.01 Nothing in this Agreement or in any document relating hereto, shall be construed as constituting a waiver of privileges or immunities of FAO, its personnel or any other persons providing the Services on its behalf or as its acceptance of the jurisdiction of the courts of any country over disputes arising out of this Agreement.

Article XXI. NON-WAIVER OF RIGHTS

Section 21.01 The failure by one Party to require performance of any provision shall not affect that Party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself and shall not relieve the Parties of any of their obligations under the Agreement.

Article XXII. LANGUAGE OF THE AGREEMENT

Section 22.01 The LoA shall be in one of English, Spanish or French. Any LoA-related documentation, reporting and monitoring and any other official correspondence between the Parties shall be the same language as that of the LoA. Translations of the LoA or LoA-related documentation into other languages shall be for convenience only and shall not be binding on the Parties.

Article XXIII. APPLICABLE LAW

Section 23.01 The present Agreement shall be governed by general principles of law, to the exclusion of any single national system of law. General principles of law shall be deemed to include the UNIDROIT Principles of International Commercial Contracts of 2016.

Section 23.02 In providing the Services, the Service Provider shall conform to all national laws applicable to its activities and its relations to third parties, including employees. The Service Provider shall promptly correct any violations thereof and shall keep FAO informed of any conflict or problem arising in relation to national authorities.

Article XXIV. INTERPRETATION OF THE AGREEMENT

Section 24.01 In the event of a conflict or inconsistency between the provisions of this Annex and of Annex C, Annex C shall prevail.

Article XXV. COMPUTATION OF DEADLINES

Section 25.01 Unless stated otherwise, “days” as used herein means calendar days.

Article XXVI. SETTLEMENT OF DISPUTES

Section 26.01 Any dispute between the parties arising out of the interpretation or execution of this Agreement, if not settled by negotiation between the parties or by another agreed mode of settlement, shall be submitted at the request of either party, to one conciliator. Should the parties fail to reach agreement on the name of a sole conciliator, each party shall appoint one conciliator. The conciliation shall be carried out in accordance with the Conciliation Rules of the United Nations Commission on International Trade Law, as at present in force.

Section 26.02 Any dispute not resolved by conciliation shall, at the request of either party, be settled by arbitration in accordance with the Arbitration Rules of the United Nations Commission on International Trade Law, as at present in force. The arbitral tribunal shall have no authority to award punitive damages. FAO and the Service Provider agree to be bound by any arbitration award rendered in accordance with this article, as the final adjudication of any such dispute.

Section 26.03 The parties may request conciliation during the execution of this Agreement and in the period not to exceed twelve months after the completion, expiry or termination of this Agreement. The parties may request arbitration not later than ninety (90) calendar days after the termination of the conciliation proceedings. All dispute resolution proceedings shall be conducted in the language in which the Agreement is drafted, which shall be either English, Spanish or French.

Section 26.04 The provisions of this Article XXVI shall survive the termination of this Agreement.

ANNEX B TO LETTER OF AGREEMENT: TERMS OF REFERENCE AND PAYMENT PROVISIONS

1. Context

The *Deep-sea Fisheries (DSF) Under An Ecosystem Approach* Project is one five projects of the Common Oceans Program funded by the Global Environmental Facility. The project aims to ensure that DSF in the ABNJ are managed under an ecosystem approach that maintains demersal fish stocks at levels capable of maximizing their sustainable yields and minimizing impacts on biodiversity, with a focus on data-limited stocks, deepwater sharks and vulnerable marine ecosystems. The DSF Project is implemented by FAO, executed by the General Fisheries Commission for the Mediterranean, and it partners with the seven regional fisheries management organizations (RFMOs) that manage deep-sea fisheries in areas beyond national jurisdiction (ABNJ), as well as two industry associations, the National Oceanic and Atmospheric Administration of the United States of America, and the International Council for the Exploration of the Sea (ICES).

Outcome 2.2 of the DSF Project aims to improve advice supporting science-based fisheries management, and Output 2.2.2 aims to provide support to RFMOs for improving catch recording and scientific advice on data-limited DSF stocks. The project document identifies ICES as the service provider that will deliver much of the work under this output.

Originally, it was foreseen in the project document that this output would focus on identifying data collection needs, and carrying out assessments, for two specific deep-sea finfish: alfoncino and armourhead. When partner RFMOs were consulted on this work at the beginning of the project, however, only half of them expressed interest in this work, and the names of only three experts were put forward to work with ICES. Consequently, and upon reflection, the proposed work was expanded to also support RFMOs with the assessment of rapidly-changing fisheries, including:

- Existing fisheries (which may need a change in the total allowable catch or be closed to fishing)
- Closed fisheries (which may be re-opened)
- New/exploratory fisheries (which may lack catch and effort history)

This change in the scope of the work was presented to the Project Steering Committee at their first meeting in December 2023, and approval was received to proceed with the revised scope of the work, as well as proceeding with the development of the letter of agreement (LoA) between FAO and ICES.

Further discussions throughout 2024 led to the finalization of the list of species/stocks to fall within the scope of this LoA as follows:

- Demersal “seamount” species: orange roughy, armourhead, alfoncino (North Pacific, North Atlantic, SE Atlantic, Indian Ocean)
- Demersal species caught mainly by lines: toothfish (Southern and adjoining oceans) and sablefish (NE Pacific)
- Small pelagic species: Pacific saury, chub mackerel, jack mackerel, mackerel, etc (North and South Pacific, North Atlantic)

ICES has been contributing to fisheries assessment and marine conservation for over 100 years. It has a specialist expert group called WKLIFE that meets to discuss issues related to stock assessments and is the main development and testing group responsible for data-limited stock assessments used in the northeast Atlantic (i.e. more than 60% of ICES stocks). The WKLIFE expert group have welcomed the opportunity to contribute to the success of this LoA and their terms of reference support the work as outlined in this LoA.

2. Scope

a. Purpose:

The purpose of this LoA is to use the expertise available in ICES and their specialist groups, such as WKLIFE, to support the RFMOs that manage deep-sea fisheries (dsRFMOs) with the assessment of their data-limited stocks, in a participatory manner. Activities carried out, and outputs delivered under the LoA aim to contribute significantly to advancing progress on the assessment of data-limited demersal and small pelagic finfish in areas beyond national jurisdiction (ABNJ), through the participatory development of assessment methodologies, tools, and guidance.

The scope of the work includes demersal and small pelagic species of finfish that have a distribution predominantly in the ABNJ, and which are subject to an assessment by their respective dsRFMOs, but these assessments are of limited quality typically falling in ICES categories 3-6. Stocks with full analytical assessments should not be considered under this LoA (ICES category 1 and 2).

The outcome of this LoA will not be part of the formal ICES advice service.

b. Outputs:

The LoA will comprise of the following key outputs:

1. **Two workshop reports linked to the ICES WKLIFE 2025 meeting, as described below:**

- a. One workshop report produced by ICES on the proceedings of the WKLIFE 2025 meeting. This report will follow the standard format of an ICES report and will highlight the key discussions points and outcomes of the WKLIFE 2025 meeting.
- b. One concise workshop report produced by the consultant hired by ICES under this LoA. This report should provide an overview of the current stock assessments and data available for assessments currently undertaken by dsRFMOs on data-limited stocks, as presented by the participants. It should cover the activities undertaken during the workshop, including summaries by the participants of data provided and assessments undertaken. The report should provide discussions around these assessments and identify future developments that could improve these assessments in terms of methods used and data available. This should allow ICES to work on, and improve, these methods and data collection requirements over the course of the LoA.

2. **Two reports of an ICES organized workshop on stock assessment method development, as follows:**

- a. One workshop report produced by ICES on the proceedings of the workshop. This report will follow the standard format of an ICES report.
- b. One short, concise workshop report produced by the consultant hired under this LoA. This report should provide an overview of potential assessment tools in development for stocks identified by the dsRFMOs, with descriptions of their performance, data requirements, suitable life history types, and general guidance on method uses and limitations.

3. **Two reports of an ICES organized workshop on stock assessment application and testing, as follows:**

- a. One workshop report produced by ICES on the proceedings of the workshop. This report will follow the standard format of an ICES report.
- b. One short, concise workshop report produced by the consultant hired under this LoA. This report should provide an overview of the outcomes of the application and testing of the newly developed assessment methodologies, and identify any modifications needed to optimize the methodology.

4. **Two workshop reports linked to the WKLIFE 2026 meeting, as described below:**

- a. One workshop report produced by ICES on the proceedings of the WKLIFE 2026 meeting. This report will follow the standard format of an ICES report and will highlight the key discussions points and outcomes of the WKLIFE 2025 meeting.
- b. One concise workshop report produced by the consultant hired by ICES under this LoA. This report should describe the peer-review process of the assessment models and associated elements presented to WKLIFE, synthesize the key feedback received through the peer-review, and summarize the next steps to conclude the development of the assessment methodologies.

5. **Draft open-access stock assessment and method guidance digital platform:**

This will be an online, open-access digital platform that builds upon existing ICES tools, standards, and content governance practices. It will provide accessible, transparent, and up-to-date tools and information that describe assessment methods with a focus on data-limited stocks.

The digital platform should include:

- Assessment methodologies suitable for a range of stocks having different biological life-histories,
- Guidance on the data requirements to run each method, and provision of templates for data formatting,
- The scripts and code for each assessment method to ensure output quality control and transparency, and
- Examples of assessment model application.

The digital platform should allow for review of code and scripts to facilitate both the use and any updates or improvements of these tools. This can include links to other sites where similar tools are placed, including existing tools developed outside of this LoA.

This output is considered to be the main output of this LoA and should be produced to a high standard and peer-reviewed by WKLIFE and other appropriate ICES and global panels as required by the ICES protocol to maintain excellence.

Importantly, the deliverable of this output is the draft digital platform, while the actual publication of the platform is not considered part of the LoA, as the mandate to approve publication remains with ICES members, and the time required to receive such approval may extend beyond the period of this LoA.

6. A catalogue of data-collection and assessment methodologies for data-limited deep-sea stocks in the ABNJ:

This catalogue will promote, and support the use of, the open-access stock assessment and method guidance digital platform (i.e. Output 5). It will serve the dual purpose of providing a quick-glance overview of the assessment methodologies covered by the tool and their data requirements, targeting a specialized scientific audience of likely actual users, as well as giving visibility to the online tool, targeting a more general audience. It is envisaged as a concise, visually engaging product that can be used as a promotional and educational tool, both in digital and printed format.

7. Webinar(s) to introduce the digital platform and showcase its uses:

At least one webinar to be delivered once the draft open-access stock assessment code repository tool is completed, to introduce the repository and its uses to dsRFMOs and other interested stakeholders.

c. Activities:

Activity 1: Initial assessment reviews by WKLIFE (2025)

Participating stock assessment experts from dsRFMOs will be invited to attend the WKLIFE 2025 meeting organized by ICES, to be held from 1-5 September 2025, in Azores, Portugal, to present and discuss currently used assessment models, the results they produce, and the advice generated from these results. This will include full descriptions of the data used in the models and highlighting data gaps. The stock assessment experts will be asked to bring their assessment data in sufficient detail that re-runs can be made during the workshop following feedback from ICES and the other participants.

This should, as appropriate, consider the application of the precautionary approach, management strategy evaluations, selection and estimation of limit and target reference points, and the development of long-term management plans (a.k.a. harvest strategies). It should also identify the relevant time-period of the assessment and if it has predictive capabilities.

Ideally, the regional stock assessment methods and data should be shared with workshop participants so that further assessment methods and diagnostics can be explored to help ICES experts develop new methods that are fit-for-purpose for deep sea data-limited stocks (see data sharing below). The current stock assessment methods applied to selected stocks will be reviewed by stock assessment experts at the workshops and discussed to identify if improvements or other methods are more appropriate.

Activity 2: Development and performance testing of assessment models

This will be undertaken in two workshops organized by ICES.

The first workshop (Q1-Q2 2026) will be for dsRFMO participants to present their data and assessments for further review and development under the LoA. This will provide the basis for work on data requirements and model development conducted by participants and ICES experts. This requires an initial scoping study taken by the stock leads to identify estimates of stock or species-specific life history parameters, as well as a description of the data used in the current assessments, and the other available data points and data series that are not currently used in assessments but could be made available, from scientific and fishery-dependent datasets, historic data, and current collection programs as well as what data gaps exist.

The second workshop (Q2-Q3 2026) will comprise, as far as is possible, of the same participants and be used for model testing and performance evaluation of the models developed from the first workshop. Other models may also be evaluated. Through method development, application, and testing, ICES

experts will provide guidance and further clarification of data requirements for methods. Methods developed through the project should be fit to available data for identified deep-sea data-limited stocks. This will form the basis of the content of the digital platform.

Activity 3: Peer-review of assessment models and data requirements at WKLIFE (2026)

Select dsRFMOs participants and ICES experts will present the assessment models and associated elements to WKLIFE for peer-review. Feedback will allow for the final development of the platform.

Activity 4: Development of a draft open-access stock assessment and method guidance digital platform

Based on Activities 1-3, develop a draft open-access stock assessment and method guidance online platform, with clear, step-by-step instructions that can be used by stock assessment experts (see Output 5, section 2b above for more information).

Activity 5: Produce a catalogue of data-collection and assessment methodologies for data-limited deep-sea stocks in the ABNJ

Based on Activity 4, produce a catalogue of data-collection and assessment methodologies for data-limited deep-sea stocks in the ABNJ (see Output 6, section 2b above for more information).

Activity 6: Deliver at least one webinar

This activity will serve to showcase the open-access stock assessment repository to interested key stakeholders. This should serve the dual purpose of familiarizing key scientists with the tool, as well as showcasing the value add of the tool to wider interest groups. The webinar should be well publicized, and if deemed necessary, replicated for different time-zones to ensure maximum participation.

d. **Key Performance Indicators and Means of Verification:**

Output	Deadline	Performance Indicators	Means of Verification
1a. WKLIFE 2025 workshop report (produced by ICES)	1 November 2025	1 workshop report produced by ICES on the proceedings of the WKLIFE 2025 meeting	Workshop report published on ICES website
1b. WKLIFE 2025 workshop report (produced by ICES consultant)	1 November 2025	1 concise (3-5 page) workshop report providing: <ul style="list-style-type: none"> - an overview of the stock assessments and data available for assessments currently undertaken by dsRFMOs on data-limited stocks, - the activities undertaken during the workshop, - discussions around the assessments, 	Requested key information included in report (as described in the performance indicator); report submitted to FAO on time.

		- future developments that could improve these assessments in terms of methods used and data available	
2a. ICES workshop report on stock assessment method development	31 May 2026	1 workshop report produced by ICES on the proceedings of the workshop	Workshop report published on ICES website
2b. Workshop report on stock assessment method development (produced by ICES consultant)	31 May 2026	1 concise (3-5 page) workshop report providing an overview of potential assessment tools in development for stocks identified by the dsRFMOs, with descriptions of their performance, data requirements, suitable life history types, and general guidance on method uses and limitations	Requested key information included in report (as described in the performance indicator); report submitted to FAO on time.
3a. ICES workshop report on application and testing	30 September 2026	1 workshop report produced by ICES on the proceedings of the workshop	Workshop report published on ICES website
3b. Workshop report on application and testing	30 September 2026	1 concise (3-5 page) workshop report providing an overview of the outcomes of the application and testing of the newly developed assessment methodologies, and the identification of any modifications needed to optimize the methodology	Requested key information included in report (as described in the performance indicator); report submitted to FAO on time.
4a. WKLIFE 2026 workshop report (produced by ICES)	1 November 2026	1 workshop report produced by ICES on the proceedings of the WKLIFE 2026 meeting	Workshop report published on ICES website
4b. WKLIFE 2026 workshop report	1 November 2026	1 concise (3-5 page) workshop report describing:	Requested key information included in report (as described in the performance indicator);

(produced by ICES consultant)		<ul style="list-style-type: none"> - the peer-review process of the assessment models and associated elements presented to WKLIFE - key feedback received through the peer-review - next steps to conclude the development of the assessment methodologies 	report submitted to FAO on time.
5. Draft open-access stock assessment code repository and method guidance tool	31 December 2026	<p>1 draft, accessible, transparent, and up-to-date online platform describing stock assessment methods with a focus on data-limited stocks.</p> <p>The platform should include:</p> <ul style="list-style-type: none"> • Assessment methodologies suitable for a range of stocks having different biological life-histories, • Guidance on the data requirements to run each method, and provision of templates for data formatting, • The scripts and code for each assessment method to ensure output quality control and transparency, and • Examples of assessment model application. 	Platform includes all requested information and functions (as described in the performance indicator); Platform is ready to be submitted for approval of publication to ICES members.
6. Catalogue of data-collection and assessment methodologies for data-limited deep-sea stocks in the ABNJ	31 December 2026	<p>1 concise (8-10 page), visually engaging publication which describes, succinctly and using simple language:</p> <ul style="list-style-type: none"> - The key objective/purpose of the open-access stock assessment code repository and method guidance tool - A quick-glance overview of the assessment methodologies covered by the tool and their data requirements - Brief instructions on how to use the tool 	Catalogue includes all requested information (as described in the performance indicator); Catalogue has been published by ICES.
7. Webinar	31 January 2027	At least 1 webinar (more than 1 could be considered to ensure maximum participation across time zones) to introduce the repository and its uses, with participation in the webinar by at least:	Webinar delivered; list of participants includes representatives from desired list of stakeholders (as described

		<ul style="list-style-type: none"> - all 7 dsRFMOs - relevant scientific and academic institutions - relevant international and non-governmental organizations 	in the performance indicator)
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e. Workplan/Calendar of Activities:

	Activity	2025		2026				2027
		Q3	Q4	Q1	Q2	Q3	Q4	Q1
1	Activity 1: Initial assessment reviews by WKLIFE (2025)	X	X					
2	Activity 2: Development and performance testing of assessment models			X	X	X		
3	Activity 3: Peer-review of assessment models and data requirements at WKLIFE (2026)					X	X	
4	Activity 4: Development of a draft open-access stock assessment and method guidance digital platform				X	X	X	X
5	Activity 5: Produce a catalogue of data-collection and assessment methodologies for data-limited deep-sea stocks in the ABNJ						X	X
6	Activity 6: Deliver at least one webinar							X

3. Reports that Must be Submitted to FAO

#	Report	Deadline
1	Workshop report produced by ICES on the proceedings of the WKLIFE 2025 meeting (Output 1a)	1 November 2025
2	WKLIFE 2025 workshop report produced by ICES consultant (Output 1b)	1 November 2025
3	ICES workshop report on method development (Output 2a)	31 May 2026
4	Workshop report on method development by ICES consultant (Output 2b)	31 May 2026
5	Interim financial report	30 June 2026
6	ICES workshop report on application and testing (Output 3a)	30 September 2026
7	Workshop report on application and testing by ICES consultant (Output 3b)	30 September 2026
8	Workshop report produced by ICES on the proceedings of the WKLIFE 2026 meeting (Output 4a)	1 November 2026
9	WKLIFE 2026 workshop report produced by ICES consultant (Output 4b)	1 November 2026

10	Catalogue of data-collection and assessment methodologies for data-limited deep-sea stocks in the ABNJ (Output 5)	31 December 2026
11	Final Report (narrative and financial report) to conclude the Agreement	31 January 2027

The Final Report, consisting of narrative and financial report, shall be signed and certified as to correctness in accordance with this LoA.

4. Detailed Budget

RESOURCES-BASED LOA BUDGET					
Cat. No.	Items Description	Unit of measurement	Qty (no. of units)	Unit Cost (USD)	Total Cost (USD)
1	HUMAN RESOURCE INPUTS (Staff time and consultants...)				
1.1	Senior Technical Expert(s)	Person-days			
1.2	Designer	Person-days			
2	TRAVEL (Flights, inland travel...)				
2.1	Flights WKLIFE 2025	Regional flight			
2.2	Flights international (conference attendance)	Intercontinental flight			
2.3	Flights ICES workshop 1	Regional flight			
2.4	Flights ICES workshop 2	Regional flight			
2.5	Flights WKLIFE 2026	Intercontinental flight			
3	ACCOMMODATION (board and lodging costs...)				
3.1	WKLIFE 2025 (Azores, Portugal)	Person days			
3.2	Conference attendance (Tokyo, Japan)	Person days			
3.3	ICES workshop 1 (Tokyo, Japan)	Person days			
3.4	ICES workshop 2 (Rome, Italy)	Person days			
3.5	WKLIFE 2026 (Rome, Italy)	Person days			
4	CONFERENCE FEES				
6.1	Conference registration fees	Per person			
	TOTAL COSTS				
	FAO'S MAXIMUM FINANCIAL LIABILITY	GRAND TOTAL			

5. Description of Inputs to be Provided In Kind by FAO and Schedule of Provision

Activity	Timing	In-kind inputs by FAO
Activity 1	Q3-Q4 2025	Support the travel (flights + DSA) of DSF Project expert (Anthony Thompson) plus up to eight experts from dsRFMOs to attend the WKLIFE 2025 meeting
Activity 2	Q1-Q3 2026	Support the travel (flights + DSA) of DSF Project expert (Anthony Thompson), up to two ICES experts, plus up to ten experts from dsRFMOs to participate in each of the two ICES workshops
Activity 3	Q3 2026	Support the travel (flights + DSA) of DSF Project expert (Anthony Thompson) plus up to eight experts from dsRFMOs to attend the WKLIFE 2026 meeting
Activity 4	Q4 2026	Peer review of online platform by DSF Project expert (Anthony Thompson)

6. Inputs to be Provided by Service Provider without Charge to FAO and Schedule of Provision

Instruction to FAO LOA Manager: list and describe in detail all inputs (including quantities, if applicable) that the SP should provide in addition to those included in the budget without, however, costing such inputs. These inputs might include items like the following: use of premises and facilities/installations; provision of expertise and support personnel; use of equipment and provision of materials/supplies. Establish timing of such inputs (if appropriate); outline negative repercussions in event SP does not comply, as well as any consequences this may have for SP (e.g. suspension of FAO payments or even recovery of payments already made).

Activity	Timing	In-kind inputs by ICES
Activity 1	Q3 2025	Support the ICES Leadership approval process and Secretariat process for workshop support, publications by ICES Science, Advice, Finance, and Publications staff, as well as technical backstopping by the ICES Project Lead (Anne Cooper). In addition, the ICES experts (e.g. WKLIFE) support the technological development of methods, testing, and peer review. Provision of venue for workshop.
Activity 2	Q1-Q3 2026	Support the ICES Leadership approval process and Secretariat process for workshop support, publications by ICES Science, Advice, Finance, and Publications staff, as well as technical backstopping by the ICES Project Lead (Anne Cooper). In addition, the ICES experts (e.g. WKLIFE) support the technological development of methods, testing, and peer review. Provision of venue for workshop.
Activity 3	Q3-Q4 2026	Support the ICES Leadership approval process and Secretariat process for workshop support, publications by ICES Science, Advice, Finance, and Publications staff, as well as technical backstopping by the ICES Project Lead (Anne Cooper). In addition, the ICES experts (e.g. WKLIFE) support the technological development of methods, testing, and peer review. Provision of venue for workshop.
Activity 4	Q2 2026 – Q1 2027	Support the Secretariat process for digital tool development and ICES Data Policies, Standards, and Approvals, and technical backstopping by ICES Project Lead (Anne Cooper) and ICES Data Center staff
Activity 5	Q4 2026 – Q1 2027	Support the Secretariat process for report formatting and publication, and ICES Communications.
Activity 6	Q1 2027	Support the production through the ICES Communications office and hosting the Webinar on an ICES online platform.

7. Payment Terms

- a. Any requests for payment shall be made using the payment form provided in Appendix 1 hereto or such other form as has been specifically authorized by FAO or agreed in advance by the Parties.
- b. The Service Provider shall submit each request for payment to the LoA Manager at the address for notices and other communications under paragraph 7 of the LoA.
- c. Payments will be made in the currency stated in paragraph 3 of the LoA and according to the banking instructions provided by the Service Provider in paragraph 8, below.
- d. Payments under this Agreement will be made only after certification by the LoA Manager that proper request has been made by the Service Provider and of the satisfaction by the Service Provider of

the requisite conditions set forth for the payment. The proposed schedule of payments and related conditions is as follows:

- i. **first payment** not to exceed _____
- ii. following review and approval of the relevant interim financial report submitted by the Service Provider in accordance with paragraph 3 above, **one or more interim payments**, the sum of which shall not exceed [amount and currency], as follows:

payment number 2 for _____

payment number 3 for _____

and _____
- iii. following review and approval of the narrative and financial Final Report submitted by the Service Provider in accordance with Section 9.01 of Annex A, **final payment**

8. Banking Instructions

Payments shall be made to the Service Provider using the following banking information:

Bank Name		Bank Routing Sort Code and/or Branch Code	
Exact Bank Account Holder Name (account must be held in the name of the Service Provider, FAO cannot make payments to third parties) The International Council for the Exploration of the Sea (ICES)		Account Number	
Swift/BIC Code	IBAN		Account Currency Danish Krone (but can receive USD)
Bank Address (physical address, no PO boxes)			
Bank City		Bank Country Denmark	
Intermediary Bank Details (if applicable)			

9. Identification Data Relating to the Service Provider

The Service Provider warrants that the following information is true and correct and acknowledges its notification obligations pursuant to Section 14.02 of Annex A.

Full Name of Service Provider (as Legally Registered) International Council for the Exploration of the Sea (ICES)	FAO Supplier Number (if known)
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Other Trading Name(s) of Service Provider (if applicable)	
Address Line 1 H. C. Andersens Boulevard 44-46	
Address Line 2	
Address Line 3	
City Copenhagen V	Postal Code 1553
State	Country Denmark
Email Address info@ices.dk	Website www.ices.dk
Telephone Number (incl. country and area code) +45 33 38 67 00	Fax Number (incl. country and area code) N/A

Appendix 1: Request for Payment Template

For the attention of the Service Provider: Please note that by the time of the end of the LoA and the submission of the Final Report, the copies of the following supporting documentation should reach FAO together with the payment requests:

- a) For the procurement of any goods or services copies of the relevant invoices issued by its suppliers as well as copies of evidence of their payment in full.
- b) For the salaries and other Human Resource related payments, copies of payroll reports detailing the payments of the salaries of employees that are dedicating their time to the LoA activities together with any explanations regarding any secondment charges.
- c) For the travel, hospitality and accommodation expenses copies of evidence of the appropriate use of the budgeted resources including: i) evidence of payment for travel tickets exhibiting the name of the traveler and the dates and destinations of travel ii) signed evidence of receipt of daily subsistence allowance payments by the travelers; or in the case of travel of staff of the Service Provider the relevant payroll or other internal reports evidencing the payment of monies for the daily subsistence allowances.

REQUEST FOR PRE-FINANCING		
FAO PURCHASE ORDER (PO) NUMBER:		
DATE OF ISSUE:		
Total amount received from FAO to date:		
USD - United States Dollar		
Expenditure category/item	Requested amount	Comments/Specifications
TOTAL:	0	
<div style="display: flex; justify-content: space-between;"> <div>Date:</div> <div>Name of SP's Chief Accountant (print):</div> </div> <div style="text-align: center; margin-top: 20px;">Signature:</div>		

<p><i>How to fill in the Request for Pre-financing?</i></p> <p>The table is divided into two parts:</p> <p>The upper part of the table is to be filled-in with generic information on the LoA: PO number (to be filled-in by the FAO Responsible Officer), the date of issue of the Request for pre-financing and the amount received from FAO up to the date of the request (if any). Please keep in mind that the currency for this table is the same one as the one selected initially in the Input-based LoA budget.</p> <p>The <u>lower part</u> of the table is divided into three columns: "Expenditure category", "Requested amount" and "Comments".</p> <p>In "Expenditure category", please choose a value from the dropdown menu which opens once you click on the small arrow on the right side of the cell. <u>The categories in this table have to match the ones defined in the "Input-based LoA budget".</u> <i>The pre-financing amount requested should not exceed the agreed amounts specified in the payments schedule of the LoA.(paragraph 6b LoA)</i></p> <p>In "Requested amount", please insert the estimated amount requested for each category. <i>E.g.: For Human Resource Inputs: if you estimate that during the period covered by the pre-financing you will spend 5.000 USD on a Senior Technical Expert, 6.000 USD on Senior Administrative Staff and 3.000 USD on Junior Administrative Staff, please insert under the appropriate expenditure category only the total estimated value: 14.000 USD .</i></p> <p>In "Comments", please add details that can justify the need to pre-finance this expense.</p> <p>After having filled in and printed this table, a competent Official of the Service Provider (e.g.: Chief Accountant) has to sign it, scan it and forward it to the FAO Officer indicated in paragraph 6e of the signed LoA.</p>
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Appendix 2: Key Personnel

As set forth in Section 3.03 of Annex A, the following individuals are considered for the purposes of this Agreement to be Key Personnel:

Instruction to FAO LOA Manager: (List the names of Project Manager, key technical staff, their responsibilities under this Agreement, and their academic/professional experience and expertise)

Manuel Barange: Director, Fisheries and Aquaculture Division, NFI
Responsibility under this Agreement: Signatory, FAO

Eszter Hidas: Chief Technical Advisor, DSF Project
Responsibility under this Agreement: Responsible Officer, FAO

Anthony Thompson: Deep-sea Fisheries Expert, DSF Project
Responsibility under this Agreement: Technical advisor, FAO

Alan Haynie: General Secretary, International Council for the Exploration of the Sea (ICES)
Responsibility under this Agreement: Signatory, ICES

Anne Marie Cooper: ICES Project Lead and Chief Technical Officer, International Council for the Exploration of the Sea (ICES)
Responsibility under this Agreement: Responsible Professional Officer, ICES

Lise Cronne-Grigorov: ICES Project Administration Officer, International Council for the Exploration of the Sea (ICES)
Responsibility under this Agreement: Project Administration Officer, ICES

**ANNEX C TO LETTER OF AGREEMENT:
SPECIAL CONDITIONS AND DEROGATIONS; ADDITIONAL PROVISIONS**

In the event of a conflict or inconsistency between the provisions of the LoA and its Annexes (including the General Terms and Conditions set forth in Annex A), any derogations or special conditions set forth in this Annex C shall prevail.

Derogations and Special Conditions

None

Additional Provisions

None