

## **Memorandum of Understanding between the Republic of Iceland and the International Council for the Exploration of the Sea**

RECOGNISING that the Republic of Iceland (referred in this document as "Iceland") is an ICES Member Country defined as a contracting party to the Convention for the International Council for the Exploration of the Sea of 12 September 1964;

- a. is a competent authority for managing fish stocks in North Atlantic and performs its functions in the interests of the conservation and optimum utilisation of the fishery resources under its jurisdiction and shall take into account the best scientific evidence available whilst doing so;
- b. has a responsibility for the protection of the marine environment and exclusive competence for the conservation, management, and exploitation of living marine resources in waters under its jurisdiction;
- c. has established the Icelandic Fisheries management act, which encompasses all wild living marine resources, with the purpose of ensuring sustainable and economically profitable management and to promote employment and settlement in coastal communities;
- d. aims to ensure that exploitation of the resources secure biodiversity and restores and maintains marine populations of economically important harvested species above levels consistent with the precautionary approach, as appropriate;
- e. has in place an Icelandic arrangement for the collection and management of fisheries data (see . 4);
- f. may adopt rules for protection and recovery of anadromous and catadromous species (such as eels or salmon), including for the non-marine part of their lifecycle;
- g. seeks services and scientific advisory deliverables from ICES for scientific advice and information on conservation, protection and sustainable use of the marine environment, fisheries, sustainable aquaculture and marine data and issues regarding marine science, and marine research.

RECOGNISING that the International Council for the Exploration of the Sea ("ICES")

- a. has the mission to advance the scientific capacity to give advice on human activities affecting, and affected by, marine ecosystems and the services they provide and to use this knowledge to generate state-of-the-art advice for meeting conservation, management, and sustainability goals;
- b. is a science community that is able to address issues of relevance to the exploitation of living marine resources;
- c. exists to promote and encourage research and investigations for the study of the sea, to advance the scientific understanding of marine ecosystems, including its living resources;
- 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 organizations and arrangements having related objectives;
- g. adopts an approach to delivering advice on fishing opportunities which aims to integrate ecosystem-based management with the precautionary approach and the objective of achieving maximum sustainable yield. The aim is, in accordance with international guidelines, to inform policies for high long-term yield while maintaining productive fish stocks within marine ecosystems;
- h. does not engage in the collection of primary data, and only conducts scientific research through an associated network of data providers. ICES has no authority to manage or direct the work of the data providing entities. ICES Advice is based on data inputs from relevant data providers, these data inputs are provided through a data call process or agreed published data provision timetable, and made available through the ICES databases.

Iceland and ICES ("the participants") have therefore reached the following understanding:

#### **Provision of Scientific Information and Advice**

1. ICES, in accordance with this Memorandum of Understanding will provide Iceland with scientific information and advice, which is independent and free from political influence and subject to international scientific standards for research and evidence-based advice. The technical basis for the advice is subject to an open and transparent process that includes independent peer review. The geographical scope of the Memorandum of Understanding is the North Atlantic, with emphasis on the areas around Iceland;
2. The participants will consult on ways in which cooperation between them can be further improved and extended. To this end the Parties may exchange documents and reports of mutual interest. Further improvements may include joint activities, e.g. seminars, symposia, or other meetings;
3. Iceland will provide ICES with all relevant data for scientific analysis required for ICES to provide Iceland with advice deliverables as listed in paragraph 4 and detailed in Annex 1. Data will be treated in accordance with the ICES data policy (as set out in the ICES data policy web page<sup>1</sup> and in specific ICES licences<sup>2,3,4</sup>) and the Participants further note that:
  - a. Data provided to ICES are generally made publicly available but exclusions to unrestricted public access are listed on the ICES data Policy web page and in specific ICES licences (as per footnotes 1 and 2). In consideration of these exclusions and ICES specific policies, Iceland may specify access restrictions to their data submissions what it wishes ICES to uphold.
  - b. The ICES Data Policy states that the quality assurance of data is the responsibility of the data provider. ICES may perform additional quality control of the aggregated

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<sup>1</sup> ICES (2025). Data Call Guidelines. <https://doi.org/10.17895/ices.pub.28163492>

<sup>2</sup> <https://doi.org/10.17895/ices.pub.22188157.v1>

<sup>3</sup> <https://doi.org/10.17895/ices.pub.10058>

<sup>4</sup> <https://doi.org/10.17895/ices.pub.9302>

10. Iceland will pay, following the schedule in Annex 2 and after receiving a valid invoice from ICES, an amount per year as decided upon with ICES for the "recurring" advice outlined in Annex 1, and in accordance with paragraph 8 above. In 2026, the advance payment will be calculated based on the budget for recurrent advice 2026 which is DKK XXXXX. The final amount payable will be regulated in accordance with paragraph 13 and cost sharing agreements between Iceland and other ICES Advice Requesters, in accordance with paragraph 19 below.
11. For non-recurring advice provided in accordance with Annex 2 Iceland will pay an amount as decided upon with ICES following the procedures set out in Annex 2 and on receipt of a valid invoice.
12. ICES will provide Iceland with ICES annual audited final accounts in June signed by ICES external auditor, ICES General Secretary and ICES Finance Committee members from where all advice costs will be specified. ICES will send the document to Iceland as per the schedule set out in Annex 1.1, to enable Iceland to verify the costs incurred by ICES in connection with this MoU.
13. ICES will keep and maintain until 6 years after the end of the MoU, or as long a period as may be agreed between the Participants, full and accurate financial records of the MoU, as outlined in paragraph 11 above, including of the advice supplied under it as outlined in paragraph 4 above, and all payments made by Iceland. ICES will on request afford Iceland or Iceland's representatives such access to those records as may be reasonably requested by Iceland in connection with the MoU, including to enable Iceland to verify that the provisions of this MoU are properly implemented and if information is required, in accordance with Iceland's transparency obligations.
14. If any sum of money is recoverable from or payable by ICES under this MoU (including without limitation if Iceland pays for advice in advance which is not delivered or costs incurred by ICES for such advice are less than calculated when agreeing budgets), that sum may be deducted unilaterally by Iceland from any sum then due, or which may become due, to ICES under the MoU. Iceland may also require ICES to re-pay overpaid sums.
15. In the instance that the cost incurred by ICES in producing the advice received by Iceland proves to exceed the advance payments made by Iceland for the year in question, Iceland will pay the difference upon invoice issued by ICES based on ICES Audited Final Accounts no later than June the following year.
16. ICES will notify Iceland in writing within 10 working days from the date that ICES becomes aware of:
  - a. an expected increase in costs incurred by Iceland for recurring advice as stipulated in paragraph 8 and the calculation of those cost components as stipulated in Annex 3; or
  - b. any change in circumstances within ICES or any relevant Advice Requestor that may give rise to a 10% or greater increase in the overall cost to Iceland for its national contribution and any requested non-recurring advice products.

data used in assessments and will decide which data are considered a useful; basis for advice:

- c. In the background documentation for the advice, ICES will describe which data were used and qualitatively describe sources of uncertainty affecting the assessment. ICES will also explain both the internal and external quality control procedures used for all advice;
4. ICES will provide Iceland with:
  - a. annual advice on fishing opportunities including information on the state of the marine ecosystems and human impacts as outlined in Annex 1 and in accordance with the schedule outlines in Annex 1 paragraph 1.1 ("recurring advice");
  - b. advice on an ad-hoc basis as decided separately between Iceland and ICES in response to requests from Iceland and with the schedule as outlined in Annex 1 paragraph 1.2 ("non-recurring advice"); and
  - c. the information on which the advice is based (*inter alia*, Expert Group Reports including peer review reports). This information shall be publically available following the ICES review process.
5. If requested by Iceland, the Chair or designate of the ICES Advisory Committee will present the annual "recurring advice" to Iceland. An ICES professional officer can also be invited to the meetings;
6. ICES will notify Iceland when the advice is released on the ICES website;
7. In the event that ICES is unable to share advice on the ICES website or access is blocked, ICES will work with Iceland to ensure that new communication routes are put in place to ensure Iceland can continue to receive scientific information and advice until the issue is resolved.
8. In the event that scientific work necessary for ICES to fulfil its commitments under this MoU is delayed, not completed or altered significantly, ICES will inform Iceland of the nature, detail, and consequences of these deviations as soon as possible.

#### Finance

9. Iceland accepts ICES policy of achieving 100% cost recovery from Member Countries and international client commissions that request ICES to provide information, advice, and services. The components upon which the ICES costs are calculated are stated in Annex 3. When assessing the contributions to be paid by Iceland for costs incurred in respect of recurring and non-recurring advice, due account will be taken of contributions made by ICES Member Countries or international client commissions of ICES with interests in the same issues and in the same geographical area, as outlined in in Annex 2. Against this background, the Participants will consult and decide:
  - a. on an annual price for the recurring advice for the period this MoU is in operation;
  - b. to revise Annex 1 when appropriate;
  - c. to determine the cost for evaluation of stocks that Iceland shares with other ICES Member Countries or other international client commissions of ICES; and
  - d. the costs for non-recurring advice decided in accordance with the procedure established in Annex 2 paragraph 2.2.

17. In its written notification under paragraph 15, ICES will provide Iceland with:

- a. a detailed analysis of the expected cost increase;
- b. a cost comparison breakdown detailing the expected cost increase against costs incurred in the previous 2 years;

an opportunity for Iceland to agree or refute the expected cost increase.

#### **General Administrative Arrangements**

18. This MoU will come into operation on 1<sup>st</sup> of January 2026;

19. The Parties will meet annually, **in January/February**, to consult on the deliverables. Review the current provisions of this MoU, and discuss other issues of relevance for this MoU. This will include any changes applicable to the MoU as a result of third-party agreements between Iceland and other ICES clients regarding cost sharing arrangements, which may reflect a change in cost to Iceland for recurring advice received from ICES. ICES will be responsible for arranging this annual meeting.

20. Either Participant may propose amendments to this MoU at any time. Any amendments will be mutually agreed by the Participants and made in writing;

21. Every third year after coming into operation the MoU shall be reviewed by the Participants, and if necessary revised. The Participants will meet well in advance prior to the end of the relevant year to carry out a full review of its provisions and operation, and to agree any necessary amendments;

22. If any dispute should arise between the Parties on the interpretation and application of the MoU, both sides will make their best endeavour to resolve it, if necessary by the involvement of a mutually agreeable arbiter acting in an advisory capacity only;

23. This MoU may be terminated by either participant with a notification in writing of one year, unless a Participant does not deliver the specifications outlined in this MoU, in which case this MoU may be terminated by the other Participant with a notification of 2 months.

This MoU is a declaration of intent and reasonable endeavours by both Participants and is not intended to be legally binding on the Participants.

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

a. For Iceland:

The Ministry of Industries and Innovation,  
Skulagata 4,  
101 Reykjavík,  
Iceland

b. For ICES:

International Council for the Exploration of the Sea,  
H.C. Andersens Boulevard 44-46,  
DK-1553 Copenhagen V,  
Denmark



Act

Signed on behalf of the International Council  
for the Exploration of the Sea and the  
Republic of Iceland:

For ICES,  
Alan Haynie

signature:



For the Republic of Iceland,  
Gudmundur Thordarson

signature:



Done at Copenhagen, <sup>21 January 2026</sup>....., in duplicate in English

## Annex 1: Recurring advice required from ICES

Recurring advice will be given in relation to:

- a) Ecosystems;
- b) Fisheries;
- c) Aquaculture
- d) Fishing opportunities, catch, and effort.

With respect to the policy context of the advisory deliverables ICES will in accordance with the ICES introduction to advice<sup>5</sup> take into account the legal management framework adopted by Iceland. In addition to the context of international agreements and guidelines which Iceland has signed and ratified.

### 1.1 Ecosystem, Fisheries and Aquaculture advice

ICES will to the extent possible:

- a) Assess the extent to which fishing disturbs marine ecosystems and, where reference levels have been established, compare the impact to the reference level chosen;
- b) Provide any new information regarding the impact of fisheries on other components of the ecosystem including marine mammals, sea birds, and sensitive habitats;
- c) Inform Iceland of any notable impact of other existing or emerging factors on and imbalances in ecosystem structure that may prejudice the stocks of commercially valuable species and their long-term exploitation;
- d) Provide the evidentiary background for the application of ecosystem based fisheries management through fisheries and ecosystem overviews;
- e) Propose reference points as guidance for management purposes in an ecosystem context;
- f) Give warnings of any serious and/or potential environmental impacts from fishing activities alone or in conjunction with any other relevant activity to local ecosystems or species as soon as they are detected; and
- g) Provide the evidentiary background of aquaculture activities through aquaculture overviews.

The advice will be based on an ecosystem approach. This will be implemented incrementally so that any information on interactions between fisheries, fish stocks, and marine ecosystem is considered and incorporated in the advice as it becomes available. This incremental progress will be documented and reported annually.

When providing its advice, ICES will take account of all available information and the context of fisheries management including information from the fishing industry, ecosystem considerations, environment and hydrographical conditions, regulations in force that affect fisheries, factors affecting fishing operations and information about the fisheries, development of fisheries technology and relevant performance changes and other relevant factors that affect fishing or fish stocks.

### 1.2 Advice on fishing opportunities, catch, and effort

ICES will for each stock listed in the table below in addition to the advice on fishing opportunities provide information on:

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<sup>5</sup> <https://doi.org/10.17895/ices.advice.22116890>

- a) The historical developments in spawning stock biomass, total stock biomass, fishing mortality, and catches;
- b) The state of the stocks and fisheries relative to mutually decided reference points;

In support of its advice ICES will provide Iceland with:

- a) A full methodological description of the assessment and advisory procedure for each stock, updated whenever a significant change is made;
- b) Estimates of catches, landings, and discards (where possible), fishing mortality, recruitment and spawning stock together with information or estimates of the uncertainty with which these parameters are estimated. These data will be provided electronically;
- c) Estimates of relevant reference points for management; and
- d) On request, complete records of data used for assessment purposes will be provided. These data will be provided electronically.
- e) Evaluation of the performance of harvest control rules adopted by Iceland (see Table 1) every five to six years as part of the assessment review process with maximum of two evaluations annually. ICES will inform ICES 18 months in advance of which HCRs that are scheduled for revision.

Such information will be provided whenever significant changes are made or can be detected, but not normally more frequently than implied by the schedule in Annex 2. However, Iceland will be informed immediately of any new information indicating a previously unforeseen biological emergency.

The recurring advice regarding fishing opportunities will be based on:

- i. Icelandic Management plans, if they have been evaluated and are considered precautionary by ICES. For shared stocks Management Plans will be used if they have been evaluated and are considered precautionary by ICES and all authorities with competence regarding fisheries on the stocks concerned decide that the management plan should be the basis for advice;
- ii. The ICES MSY approach, if the management plans / strategies do not fulfil both requirements listed in (i) above;
- iii. The precautionary approach, in the lack of defined MSY reference points applied in the lack of defined MSY reference points and as defined within Annex 2 of the United Nations Fish Stocks agreement<sup>6</sup>.

When possible, ICES will present a set of catch scenarios as requested by Iceland based on the result of assessment. For shared stocks ICES will also include catch scenarios as requested by other management authorities.

Any changes to the format of the advice or changes in the stock composition/area definition in Annex 1 should be discussed with and preferably approved by Iceland.

Advice from ICES will in all cases take account of the accuracy and precision of the available assessments and forecasts. Information about the accuracy and precision of assessments and forecasts will be presented and considered in the advice.

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<sup>6</sup> United Nations Conference on Straddling Fish Stocks and Highly Migratory Fish Stocks, July 24–Aug. 4, 1995, Agreement for the Implementation of the Provisions of the United Nations Convention on the Law of the Sea of 10 December Relating to the Conservation and Management of Straddling Fish Stocks and Highly Migratory Fish Stocks, U.N. DOCA/Conf. 164/37



If ICES is aware of implementation problems regarding approved management plans/strategies the advice should highlight this and consider these issues in its advice on short term implications of these management plans and seek to inform Iceland at the earliest convenience.

ICES will present short term implications of variable management options, when adequate data are available, expressed as quantified consequences of the management measures currently implemented for that stock or fishery. For the management year (or years in the case of multi-annual management regimes), the short-term consequences of relevant management measures should be given for relevant intervals of action while reflecting the uncertainties regarding expected outcomes. In those cases where the uncertainties in the evaluation of outcomes are such that a quantitative distinction between management measures is not possible ICES will provide quantitative or qualitative information regarding expected outcomes of relevant management measures over intervals of action that reflect the uncertainty in the evaluation.

For stocks with no analytical assessment, ICES will use the available data, together with the basic fisheries population dynamics principles, information from comparable cases and best available science in order to provide the best possible advice on fishing opportunities, corresponding to approved management objectives.

In cases where data are insufficient to provide the basis for quantitative advice ICES will provide information on the reasons for this deficiency and advice on management measures which, given the uncertainties, are considered consistent with the Precautionary Approach.

ICES will provide advice on fishing opportunities and information as outlined above for the stocks listed below. In the case of the stocks for which a Client Commission, to which Iceland is a participant, has specific responsibility, the primary request to ICES will be made through that Client Commission.

If a Client Commission of ICES to which Iceland is not a participant, makes requests or demands that may influence the content or format of presentation of the recurrent advice for stocks in table 1, ICES will inform and consult with Iceland.

Advice will normally be provided for each calendar year or fishing year (if that is the normal basis). However, for stocks where measurement uncertainty is low compared to the expected magnitude of changes in stock size advice may be provided at intervals greater than each year as set out in the table below. 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 stock size according to criteria defined by ICES. The table below shows the gross list of stocks for which ICES provides advice to Iceland<sup>7</sup>. The list of species for which Iceland request recurrent advice will be decided on an annual basis - either by a written procedure or at the annual consultations with ICES referred to in paragraph 11.

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<sup>7</sup> This list is of no consequence with respect to Iceland's present or future claims to any of the stocks mentioned.

**Table 1. List of stocks for which ICES will provide advice on fishing opportunities, and when this advice will be released.**

Species	Stock code	Advice release	Frequency
Cod ( <i>Gadus morhua</i> ) in Division 5.a (Iceland grounds).	cod.27.5a	June-26	1
Haddock ( <i>Melanogrammus aeglefinus</i> ) in Division 5.a (Iceland grounds).	had.27.5a	June-26	1
Saithe ( <i>Pollachius virens</i> ) in Division 5.a (Iceland grounds).	pok.27.5a	June-26	1
Herring ( <i>Clupea harengus</i> ) in Division 5.a, summer-spawning herring (Iceland grounds)	her.27.1-5a	June-26	1
Herring ( <i>Clupea harengus</i> ) in subareas 1, 2, 5 and divisions 4.a and 14.a, Norwegian spring-spawning herring (the Northeast Atlantic and Arctic Ocean)	her.27.1-24a514a	September-26	1
Capelin ( <i>Mallotus villosus</i> ) in subareas 5 and 14 and Division 2.a west of 5°W (Iceland and East Greenland, Jan Mayen area).	cap.27.2a514	June-26	1
Ling ( <i>Molva molva</i> ) in Division 5.a (Iceland grounds).	lin.27.5a	June-26	1
Tusk ( <i>Brosme brosme</i> ) in Subarea 14 and Division 5.a (East Greenland, and Iceland grounds).	usk.27.5a14	June-26	1
Atlantic wolffish ( <i>Anarhichas lupus</i> ) in Division 5.a (Iceland grounds).	caa.27.5a	June-26	1
Plaice ( <i>Pleuronectes platessa</i> ) in Division 5.a (Iceland grounds).	ple.27.5a	June-26	1
Beaked redfish ( <i>Sebastes mentella</i> ) in Subarea 14 and Division 5.a, Icelandic slope stock (East of Greenland, Iceland grounds)	reb.27.5a14	September-27	3
Golden redfish ( <i>Sebastes norvegicus</i> ) in subareas 5, 6, 12, and 14 (Iceland and Faroes grounds, West of Scotland, North of Azores, East of Greenland).	reg.27.561214	June-26	1
Greenland halibut ( <i>Reinhardtius hippoglossoides</i> ) in subareas 5, 6, 12, and 14 (Iceland and Faroes grounds, West of Scotland, North of Azores, East of Greenland)	ghl.27.561214	June-26	1
Greater silver smelt ( <i>Agentina silus</i> ) in Subarea 14 and Division 5.a (East Greenland and Iceland grounds)	aru.27.5a14	June-26	1

Blue ling ( <i>Molva dypterygia</i> ) in Subarea 14 and Division 5.a (East Greenland and Iceland grounds)	bli.27.5a14	June-26	2
Mackerel ( <i>Scomber scombrus</i> ) in subareas 1-8 and 14 and division 9.a (the Northeast Atlantic and adjacent waters)	mac.27.nea	September-26	1
Blue whiting ( <i>Micromesistius poutassou</i> ) in subareas 1-9, 12, and 14 (Northeast Atlantic and adjacent waters)	whb.27.1-91214	September-26	1

\* ICES will inform Iceland on any revisions of the stock definitions before the release of its advice

## Annex 2: Schedule of key annual administrative procedures for Iceland and ICES

### 2.1. Schedule for the advice planning, budgeting and payment

*February:* Payment of 50% of the budgeted annual cost to ICES from Iceland for recurrent advice in current calendar year.

*July:* Payment of 50% of the budgeted annual cost to ICES from Iceland for recurrent advice in current calendar year.

*November:* Iceland formally communicates to ICES an update of its views and priorities with respect to the contents and timing of recurrent advice concerning the next calendar year to ICES.

*Mid December:* ICES informs Iceland of the budget for the delivery of recurrent advice for the next calendar year to be used for prepayments for next year in February and July.

### 2.2. Schedule for the Provision of Non-recurring Advice

The table specifies the procedures to be undertaken by both Parties when arranging the provision of non-recurring advice, including advice on sustainable aquaculture.

ICELAND	ICES
1. Requests for advice to be sent by letter or e-mail to ICES specifying the desired advice and the timescale within which advice is desired. In case of e-mail correspondence the address should be advice@ices.dk	2. ICES will respond as soon as possible and within 21 working days specifying: <ul style="list-style-type: none"> <li>• The nature and extent of the work that can be completed within the specified time frame;</li> <li>• The extent to which the questions posed can be answered;</li> <li>• The extent to which the work is of mutual interest and in such case proposal for cost sharing.</li> <li>• The additional costs to be recovered from Iceland.</li> </ul>
3. Iceland will respond within 7 days confirming whether the work is to be undertaken.	4. If so agreed, ICES will deliver the advice according to the agreed timescale.

## Annex 3: Components upon which ICES costs are calculated

The Participants agree that the payment to ICES is calculated based on ICES recovering the following costs:

- i. the costs of databases and analyses that are needed in order to prepare advice, but generally would not occur otherwise,
- ii. the preparation, quality assurance and delivery of the advice,
- iii. salary costs incurred for the leadership of the Advisory Committee,
- iv. salary costs incurred for the ICES Secretariat Advisory programme,
- v. other direct costs associated with the provision of advisory services

On the basis of this recognition, the following cost components are relevant;

1. Costs incurred by ICES (i.e. travel and per diem) related to meetings of its Advisory groups in proportion to the time of these meetings spent on advice related to Iceland;
2. Secretariat staff salaries, including superannuating, regarding preparation for, work during and follow-up after:
  - 2.1. the ICES Advisory Committee Meetings(\*), in proportion to the decided Iceland share;
  - 2.2. and other recurring needs associated with ICES Experts Group Meetings, in proportion to the decided Iceland share;
3. Travel and per diem costs for the Chair of the Advisory Committee (or a designate) or other scientifically-qualified personnel in attending meetings with Iceland, as stipulated in paragraph 5 of the MoU. The number of these meetings at which ICES will be represented will be mutually decided in advance of the meetings.
4. Databases, web portal systems and data processing software relevant to the collection, processing and dissemination of data and information products that will be used in the provision of scientific information and advice(\*)
5. Computing costs(\*);
6. the cost of any work where ICES proposes to employ a consultant or contractor(\*);
7. other current expenditure(\*);
8. A stipend for the chair and vice chairs of the ICES Advisory Committee, in proportion to the decided Iceland share;
9. A contribution to the Advisory Programme including the use of external reviewers, in proportion to the decided ICELAND share
10. Overheads (\*\*). The overhead costs will be calculated by means of a fixed overhead percentage of 7 % which is applied to the total costs of each different activity mentioned in the ICES Work Programme. Overheads are based on the documented annual costs (e.g. invoices and payments) of running ICES headquarters so that the Secretariat staff may carry out their duties.

(\*) In proportion to the costs allocated to the total delivery of advice

(\*\*) The overhead percentage covers the following types of indirect costs, and the share of these that cannot be allocated directly to specific tasks, such as:

- a. capital cost of computing and other capital equipment;
- b. central financial and personnel administration;
- c. computer system support and maintenance;

- d. rent of premises (excluding ICES headquarters);
- e. office expenses including electricity, heating, watchmen, safety and security, cleaning costs, maintenance costs (e.g. photocopier), consumables, postage, telephone and fax, office equipment, insurance, general office maintenance (e.g. painting) and staff education and training.

Cost calculations shared with all ICES' advice requesters in October 2020, constituting the basis for the calculations that ICES has made to cost the advice under recently concluded MoUs.

ICES has listed all stocks for which advice is provided and have indicated the advice requesters for each stock. In cases where a stock is shared (=being requested by several advice requesters), we have shared the stock equally between the clients e.g. in case of three advice requesters being interested in a stock, the costs are shared between them in the magnitude of 0.33.

The total costs of the advisory services is then divided with the total number of stocks, and multiplied this with the weighted number of stocks for each of the advice requester, to find the costs applicable to them.

*Additional charge averaging the last five years equity investments – not applicable to Iceland*

Based on an average of the equity investment in the last five years, Inter-Governmental Organisation (IGO) advisory requesters will be charged an additional sum for maintaining and developing advice related services. The averaged equity investment will be divided between ICES member countries and IGO advisory requesters reflecting the ratio between the national contributions and the income from advisory clients (55% vs 45 %).

ICES member countries, requesting advice will not be charged the averaged equity investment, as equity is a saving based on surplus in national contributions, given that advice requesters have not covered 100% for their advisory products. Also, ICES member countries are already charged 55% of the averaged equity investment.

*Minimum charge independent of number of stocks for which recurrent advice is requested – not applicable to Iceland*

ICES charges a minimum fee for maintaining, and developing the capacity to provide recurrent advice, independent of the number of stocks for which advice is being requested. Advice requesters paying the minimum charge will be exempted from the averaged 5-year equity investment charge.

During 2026 there will be a need to assess requirements for further developing the portfolio of data management/quality control systems which is required to fulfil our obligations to clients and which directly support ICES Assessments and Advice (e.g., TAF, Acoustic Portal, SmartDots, and RDBES).

## Annex 4 Data Collection Arrangement

As a member country of ICES, Iceland has made a commitment under Article 1(b) of the Convention for the International Council for the Exploration of the Sea<sup>8</sup> to draw up and organise programmes required for research and investigation into the sea and its living resources as may appear necessary. Under paragraph 3 of this MoU, Iceland will provide ICES with all relevant data for scientific analysis that is necessary for ICES to provide Iceland with advice deliverables as listed in paragraph 4 of this MoU.

For all stocks specified in Table 1 of Annex 1, and for any additional non-recurrent advice, as well any data collection that are coordinated at the regional level, the scope of relevant data includes:

1. Fisheries independent survey data, details of which are specified in annual data calls. Research surveys at sea are an important method for collecting biological data. In view of their importance in marine regions where stocks are shared, it is appropriate for a sufficient number of research surveys at sea to be carried out. Iceland will determine the appropriate level of survey effort in consultation with ICES.
2. Fisheries dependent data, details of which are specified in annual data calls. Including:
  - a. biological data on all stocks caught or by-caught in commercial and, where appropriate, recreational fisheries including eels and salmon in relevant inland waters, as well as other diadromous fish;
  - b. data to assess the impact of fisheries on the marine ecosystem including by-catch of non-target species, in particular species protected under international law, data on impacts of fisheries on marine habitats, including vulnerable marine areas, and data on impacts of fisheries on food webs;
  - c. data on the activity of fishing vessels in and outside Icelandic waters, including levels of fishing, and on effort and capacity of the fleet;
  - d. socioeconomic data on fisheries;
  - e. socioeconomic data and sustainability data on marine aquaculture, including its environmental impact;
3. Other data that supports the Ecosystem Approach and the Fisheries and Ecosystem overviews that are part of the ICES advice deliverables to Iceland.

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<sup>8</sup> ICES Convention <https://doi.org/10.17895/ices.pub.7533>