



**European Maritime, Fisheries and  
Aquaculture Fund (EMFAF)**

**Specific Grant Agreement 4500181777 under  
Framework Partnership Agreement  
MARE/2023/ICES**

ACH



**EUROPEAN COMMISSION**  
**DIRECTORATE-GENERAL FOR MARITIME AFFAIRS AND FISHERIES**

Fisheries Policy Atlantic, North Sea, Baltic and Outermost Regions  
**Scientific Advice and Data Collection**

**GRANT AGREEMENT**

**Project 4500181777 — FPA MARE/2023/ICES**

**PREAMBLE**

This **Agreement** ('the Agreement') is **between** the following parties:

**on the one part,**

the **European Union** ('EU'), represented by the European Commission ('European Commission' or 'granting authority'), represented for the purposes of signature of this Specific grant agreement by Director Fisheries Policy Atlantic, North Sea, Baltic and Outermost regions, **Mr Fabrizio Donatella,**

**and**

**on the other part,**

'the beneficiary':

**ICES -International Council on the Exploration of the Sea**

Intergovernmental organization with legal personality

Entity registration number: 12063814

PIC 997629190

Established in H.C. Andersen Boulevard 44-46, 1553 Copenhagen V, Denmark,

represented for the purposes of signature of this Specific agreement by the ICES General Secretary, **Mr Alan Haynie.**

The parties referred to above have agreed to enter into the Agreement.

By signing the Agreement and the accession forms, the beneficiary accepts the grant and agrees to implement the action under its own responsibility and in accordance with the Agreement, with all the obligations and terms and conditions it sets out.

The Agreement is composed of:

Preamble

Terms and Conditions (including Data Sheet)

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- Annex 1 Description of the action
- Annex 2 Estimated budget for the action and budget assumptions
- Annex 2a Additional information on unit costs and contributions - Not applicable*
- Annex 3 Accession forms - Not applicable*
- Annex 3a Declaration on joint and several liability of affiliated entities - Not applicable*
- Annex 4 Model for the financial statements- Not applicable*
- Annex 5 Specific rules
- Annex 6 Stock list of advices

## TERMS AND CONDITIONS

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## **CHAPTER 1 GENERAL**

### **ARTICLE 1 — SUBJECT OF THE AGREEMENT**

This Agreement sets out the rights and obligations and terms and conditions applicable to the grant awarded 4500181777 under Framework Partnership Agreement No MARE/2023/ICES for the implementation of the action set out in Chapter 2.

### **ARTICLE 2 — DEFINITIONS**

For the purpose of this Agreement, the following definitions apply:

- Action — The project which is being funded in the context of this Agreement.
- Grant — The grant awarded in the context of this Agreement.
- EU grants — Grants awarded by EU institutions, bodies, offices or agencies (including EU executive agencies, EU regulatory agencies, EDA, joint undertakings, etc.).
- Participants — Entities participating in the action as beneficiaries, affiliated entities, associated partners, third parties giving in-kind contributions, subcontractors or recipients of financial support to third parties.
- Beneficiaries (BEN) — The signatories of this Agreement (either directly or through an accession form).
- Affiliated entities (AE) — Entities affiliated to a beneficiary within the meaning of Article 190 of EU Financial Regulation 2024/2509<sup>1</sup> which participate in the action with similar rights and obligations as the beneficiaries (obligation to implement action tasks and right to charge costs and claim contributions).
- Associated partners (AP) — Entities which participate in the action, but without the right to charge costs or claim contributions.
- Purchases — Contracts for goods, works or services needed to carry out the action (e.g. equipment, consumables and supplies) but which are not part of the action tasks (see Annex 1).

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<sup>1</sup> For the definition, see Article 190 Regulation (EU, Euratom) 2024/2509 of the European Parliament and of the Council of 23 September 2024 on the financial rules applicable to the general budget of the Union (recast) ('EU Financial Regulation') (OJ L, 2024/2509, 26.9.2024): "affiliated entities [are]:

(a) entities that form a sole beneficiary [(i.e. where an entity is formed of several entities that satisfy the criteria for being awarded a grant, including where the entity is specifically established for the purpose of implementing an action to be financed by a grant)];

(b) entities that satisfy the eligibility criteria and that do not fall within one of the situations referred to in Article 138(1) and 143(1) and that have a link with the beneficiary, in particular a legal or capital link, which is neither limited to the action nor established for the sole purpose of its implementation".

Subcontracting — Contracts for goods, works or services that are part of the action tasks (see Annex 1).

In-kind contributions — In-kind contributions within the meaning of Article 2(38) of EU Financial Regulation 2024/2509, i.e. non-financial resources made available free of charge by third parties.

Fraud — Fraud within the meaning of Article 3 of EU Directive 2017/1371<sup>2</sup> and Article 1 of the Convention on the protection of the European Communities' financial interests, drawn up by the Council Act of 26 July 1995<sup>3</sup>, as well as any other wrongful or criminal deception intended to result in financial or personal gain.

Irregularities — Any type of breach (regulatory or contractual) which could impact the EU financial interests, including irregularities within the meaning of Article 1(2) of EU Regulation 2988/95<sup>4</sup>.

Grave professional misconduct — Any type of unacceptable or improper behaviour in exercising one's profession, especially by employees, including grave professional misconduct within the meaning of Article 138(1)(c) of EU Financial Regulation 2024/2509.

Applicable EU, international and national law — Any legal acts or other (binding or non-binding) rules and guidance in the area concerned.

Portal — EU Funding & Tenders Portal; electronic portal and exchange system managed by the European Commission and used by itself and other EU institutions, bodies, offices or agencies for the management of their funding programmes (grants, procurements, prizes, etc.).

## **CHAPTER 2 ACTION**

### **ARTICLE 3 — ACTION**

The grant is awarded for the action ICES scientific advice – 4500181777 ('action'), as described in Annex 1.

### **ARTICLE 4 — DURATION AND STARTING DATE**

The duration and the starting date of the action are set out in the Data Sheet (see Point 1).

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<sup>2</sup> Directive (EU) 2017/1371 of the European Parliament and of the Council of 5 July 2017 on the fight against fraud to the Union's financial interests by means of criminal law (OJ L 198, 28.7.2017, p. 29).

<sup>3</sup> OJ C 316, 27.11.1995, p. 48.

<sup>4</sup> Council Regulation (EC, Euratom) No 2988/95 of 18 December 1995 on the protection of the European Communities financial interests (OJ L 312, 23.12.1995, p. 1).

## **CHAPTER 3 GRANT**

### **ARTICLE 5 — GRANT**

#### **5.1 Form of grant**

The grant is an action grant<sup>5</sup> which takes the form of a budget-based mixed actual cost grant (i.e. a grant based on actual costs incurred, but which may also include other forms of funding, such as unit costs or contributions, flat-rate costs or contributions, lump sum costs or contributions or financing not linked to costs).

#### **5.2 Maximum grant amount**

The maximum grant amount is set out in the Data Sheet (see Point 3) and in the estimated budget (Annex 2).

#### **5.3 Funding rate**

The funding rate for costs is 60,31% of the action's eligible costs. Contributions are not subject to any funding rate.

#### **5.4 Estimated budget, budget categories and forms of funding**

The estimated budget for the action is set out in Annex 2.

It contains the estimated eligible costs and contributions for the action, broken down by budget category.

Annex 2 also shows the types of costs and contributions (forms of funding)<sup>6</sup> to be used for each budget category.

If unit costs or contributions are used, the details on the calculation will be explained in Annex 2a.

#### **5.5 Budget flexibility**

The budget breakdown may be adjusted — without an amendment (see Article 39) — by transfers (between participants and budget categories), as long as this does not imply any substantive or important change to the description of the action in Annex 1.

However:

- changes to the budget category for volunteers (if used) always require an amendment
- changes to budget categories with lump sums costs or contributions (if used; including financing not linked to costs) always require an amendment

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<sup>5</sup> For the definition, see Article 180(2)(a) EU Financial Regulation 2024/2509: 'action grant' means an EU grant to finance "an action intended to help achieve a Union policy objective".

<sup>6</sup> See Article 125 EU Financial Regulation 2024/2509.

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- changes to budget categories with higher funding rates or budget ceilings (if used) always require an amendment
- addition of amounts for subcontracts not provided for in Annex 1 either require an amendment or simplified approval in accordance with Article 6.2
- other changes require an amendment or simplified approval, if specifically provided for in Article 6.2
- flexibility caps: transfers between budget categories of more than 20% of the total costs and contributions set out in Annex 2 require an amendment

## **ARTICLE 6 — ELIGIBLE AND INELIGIBLE COSTS AND CONTRIBUTIONS**

In order to be eligible, costs and contributions must meet the **eligibility** conditions set out in this Article.

### **6.1 General eligibility conditions**

The **general eligibility conditions** are the following:

- (a) for actual costs:
  - (i) they must be actually incurred by the beneficiary
  - (ii) they must be incurred in the period set out in Article 4 (with the exception of costs relating to the submission of the final periodic report, which may be incurred afterwards; see Article 21)
  - (iii) they must be declared under one of the budget categories set out in Article 6.2 and Annex 2
  - (iv) they must be incurred in connection with the action as described in Annex 1 and necessary for its implementation
  - (v) they must be identifiable and verifiable, in particular recorded in the beneficiary's accounts in accordance with the accounting standards applicable in the country where the beneficiary is established and with the beneficiary's usual cost accounting practices
  - (vi) they must comply with the applicable national law on taxes, labour and social security and
  - (vii) they must be reasonable, justified and must comply with the principle of sound financial management, in particular regarding economy and efficiency
- (b) for unit costs or contributions (if any):
  - (i) they must be declared under one of the budget categories set out in Article 6.2 and Annex 2
  - (ii) the units must:

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- be actually used or produced by the beneficiary in the period set out in Article 4 (with the exception of units relating to the submission of the final periodic report, which may be used or produced afterwards; see Article 21)
  - be necessary for the implementation of the action and
- (iii) the number of units must be identifiable and verifiable, in particular supported by records and documentation (see Article 20)
- (c) for flat-rate costs or contributions (if any):
- (i) they must be declared under one of the budget categories set out in Article 6.2 and Annex 2
  - (ii) the costs or contributions to which the flat-rate is applied must:
    - be eligible
    - relate to the period set out in Article 4 (with the exception of costs or contributions relating to the submission of the final periodic report, which may be incurred afterwards; see Article 21)
- (d) for lump sum costs or contributions (if any):
- (i) they must be declared under one of the budget categories set out in Article 6.2 and Annex 2
  - (ii) the work must be properly implemented by the beneficiary in accordance with Annex 1
  - (iii) the deliverables/outputs must be achieved in the period set out in Article 4 (with the exception of deliverables/outputs relating to the submission of the final periodic report, which may be achieved afterwards; see Article 21)
- (e) for unit, flat-rate or lump sum costs or contributions according to usual cost accounting practices (if any):
- (i) they must fulfil the general eligibility conditions for the type of cost concerned
  - (ii) the cost accounting practices must be applied in a consistent manner, based on objective criteria, regardless of the source of funding
- (f) for financing not linked to costs (if any): the results must be achieved or the conditions must be fulfilled as described in Annex I.

In addition, for direct cost categories (e.g. personnel, travel & subsistence, subcontracting and other direct costs) only costs that are *directly* linked to the action implementation and can therefore be attributed to it *directly* are eligible. They must not include any *indirect* costs (i.e. costs that are only indirectly linked to the action, e.g. via cost drivers).

## 6.2 Specific eligibility conditions for each budget category

For each budget category, the **specific eligibility conditions** are as follows:

### Direct costs

#### A. Personnel costs

**A.1 Costs for employees (or equivalent)** are eligible as personnel costs, if they fulfil the general eligibility conditions and are related to personnel working for the beneficiary under an employment contract (or equivalent appointing act) and assigned to the action.

They must be limited to salaries, social security contributions, taxes and other costs linked to the remuneration, if they arise from national law or the employment contract (or equivalent appointing act) and be calculated on the basis of the costs actually incurred, in accordance with the following method:

*The personnel costs are based on estimates of percentage of time spent on the action. The actual costs reported will be based on the number of hours registered on the action in the ICES timekeeping system, Agresso, multiplied by an actual hourly salary rate based on salary, pension, social costs, health insurance.*

The number of day-equivalents declared for a person must be identifiable and verifiable (see Article 20).

The total number of day-equivalents declared in EU grants, for a person for a year, cannot be higher than 215.

The personnel costs may also include supplementary payments for personnel assigned to the action (including payments on the basis of supplementary contracts regardless of their nature), if:

- it is part of the beneficiary's usual remuneration practices and is paid in a consistent manner whenever the same kind of work or expertise is required
- the criteria used to calculate the supplementary payments are objective and generally applied by the beneficiary, regardless of the source of funding used.

**A.2 and A.3 Costs for natural persons working under a direct contract** other than an employment contract and costs for **seconded persons by a third party against payment** are also eligible as personnel costs, if they are assigned to the action, fulfil the general eligibility conditions and:

- (a) work under conditions similar to those of an employee (in particular regarding the way the work is organised, the tasks that are performed and the premises where they are performed) and
- (b) the result of the work belongs to the beneficiary (unless agreed otherwise).

They must be calculated on the basis of a rate which corresponds to the costs actually incurred for the direct contract or secondment and must not be significantly different from those for personnel performing similar tasks under an employment contract with the beneficiary.

## **B. Subcontracting costs**

**Subcontracting costs** for the action (including related duties, taxes and charges, such as non-deductible or non-refundable value added tax (VAT)) are eligible, if they are calculated on the basis of the costs actually incurred, fulfil the general eligibility conditions and are awarded using the beneficiary's usual purchasing practices — provided these ensure subcontracts with best value for money (or if appropriate the lowest price) and that there is no conflict of interests (see Article 12).

Beneficiaries that are 'contracting authorities/entities' within the meaning of the EU Directives on public procurement must also comply with the applicable national law on public procurement.

The tasks to be subcontracted and the estimated cost for each subcontract must be set out in Annex 1 and the total estimated costs of subcontracting per beneficiary must be set out in Annex 2 (or may be approved ex post in the periodic report, if the use of subcontracting does not entail changes to the Agreement which would call into question the decision awarding the grant or breach the principle of equal treatment of applicants; 'simplified approval procedure').

## **C. Purchase costs**

**Purchase costs** for the action (including related duties, taxes and charges, such as non-deductible or non-refundable value added tax (VAT)) are eligible, if they fulfil the general eligibility conditions and are bought using the beneficiary's usual purchasing practices — provided these ensure purchases with best value for money (or if appropriate the lowest price) and that there is no conflict of interests (see Article 12).

Beneficiaries that are 'contracting authorities/entities' within the meaning of the EU Directives on public procurement must also comply with the applicable national law on public procurement.

### **C.1 Travel and subsistence**

Purchases for **travel, accommodation and subsistence** must be calculated as follows:

- travel: on the basis of the costs actually incurred and in line with the beneficiary's usual practices on travel
- accommodation: on the basis of the costs actually incurred and in line with the beneficiary's usual practices on travel
- subsistence: on the basis of the costs actually incurred and in line with the beneficiary's usual practices on travel

### **C.2 Equipment**

Purchases of **equipment, infrastructure or other assets** used for the action must be declared as depreciation costs, calculated on the basis of the costs actually incurred and written off in accordance with international accounting standards and the beneficiary's usual accounting practices.

Only the portion of the costs that corresponds to the rate of actual use for the action during the action duration can be taken into account.

Costs for **renting or leasing** equipment, infrastructure or other assets are also eligible, if they do not exceed the depreciation costs of similar equipment, infrastructure or assets and do not include any financing fees.

### **C.3 Other goods, works and services**

Purchases of **other goods, works and services** must be calculated on the basis of the costs actually incurred.

Such goods, works and services include, for instance, consumables and supplies, promotion, dissemination, protection of results, translations, publications, certificates and financial guarantees, if required under the Agreement.

### **D. Other cost categories**

Not applicable

### **Indirect costs**

#### **E. Indirect costs**

**Indirect costs** will be reimbursed at the flat-rate of 7% of the eligible direct costs (categories A-D, except volunteers costs and exempted specific cost categories, if any).

### **Contributions**

Not applicable

## **6.3 Ineligible costs and contributions**

The following costs or contributions are **ineligible**:

- (a) costs or contributions that do not comply with the conditions set out above (Article 6.1 and 6.2), in particular:
  - (i) costs related to return on capital and dividends paid by a beneficiary
  - (ii) debt and debt service charges
  - (iii) provisions for future losses or debts
  - (iv) interest owed
  - (v) currency exchange losses
  - (vi) bank costs charged by the beneficiary's bank for transfers from the granting authority
  - (vii) excessive or reckless expenditure
  - (viii) deductible or refundable VAT (including VAT paid by public bodies acting as public authority)

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- (ix) costs incurred or contributions for activities implemented during grant agreement suspension (see Article 31)
  - (x) in-kind contributions by third parties
- (b) costs or contributions declared under other EU grants (or grants awarded by an EU Member State, non-EU country or other body implementing the EU budget), except for the following cases:
- (i) Synergy actions: not applicable
  - (ii) if the action grant is combined with an operating grant<sup>7</sup> running during the same period and the beneficiary can demonstrate that the operating grant does not cover any (direct or indirect) costs of the action grant
- (c) costs or contributions for staff of a national (or regional/local) administration, for activities that are part of the administration's normal activities (i.e. not undertaken only because of the grant)
- (d) costs or contributions (especially travel and subsistence) for staff or representatives of EU institutions, bodies or agencies
- (e) other:
- (i) country restrictions for eligible costs: not applicable
  - (ii) other ineligible costs: not applicable

#### **6.4 Consequences of non-compliance**

If a beneficiary declares costs or contributions that are ineligible, they will be rejected (see Article 27).

This may also lead to other measures described in Chapter 5.

### **CHAPTER 4 GRANT IMPLEMENTATION**

#### **SECTION 1 CONSORTIUM: BENEFICIARIES, AFFILIATED ENTITIES AND OTHER PARTICIPANTS**

##### **ARTICLE 7 — BENEFICIARIES**

The beneficiaries, as signatories of the Agreement, are fully responsible towards the granting authority for implementing it and for complying with all its obligations.

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<sup>7</sup> For the definition, see Article 190(2) EU Financial Regulation 2024/2509: “Where several entities satisfy the criteria for being awarded a grant and together form one entity, that entity may be treated as the sole beneficiary, including where it is specifically established for the purpose of implementing the action financed by the grant.”

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They must implement the Agreement to their best abilities, in good faith and in accordance with all the obligations and terms and conditions it sets out.

They must have the appropriate resources to implement the action and implement the action under their own responsibility and in accordance with Article 11. If they rely on affiliated entities or other participants (see Articles 8 and 9), they retain sole responsibility towards the granting authority and the other beneficiaries.

They are jointly responsible for the *technical* implementation of the action. If one of the beneficiaries fails to implement their part of the action, the other beneficiaries must ensure that this part is implemented by someone else (without being entitled to an increase of the maximum grant amount and subject to an amendment; see Article 39). The *financial* responsibility of each beneficiary in case of recoveries is governed by Article 22.

The beneficiaries (and their action) must remain eligible under the EU programme funding the grant for the entire duration of the action. Costs and contributions will be eligible only as long as the beneficiary and the action are eligible.

The **internal roles and responsibilities** of the beneficiaries are divided as follows:

(a) Each beneficiary must:

- (i) keep information stored in the Portal Participant Register up to date (see Article 19) – Not applicable
- (ii) inform the granting authority (and the other beneficiaries) immediately of any events or circumstances likely to affect significantly or delay the implementation of the action (see Article 19)
- (iii) submit to the coordinator in good time:
  - the pre-financing guarantees (if required; see Article 23)
  - the financial statements and certificates on the financial statements (CFS) (if required; see Articles 21 and 24.2 and Data Sheet, Point 4.3)
  - the contribution to the deliverables and technical reports (see Article 21)
  - any other documents or information required by the granting authority under the Agreement
- (iv) submit via the Portal data and information related to the participation of their affiliated entities. – Not applicable

(b) The coordinator must:

- (i) monitor that the action is implemented properly (see Article 11)
- (ii) act as the intermediary for all communications between the consortium and the granting authority, unless the Agreement or granting authority specifies otherwise, and in particular:

- submit the pre-financing guarantees to the granting authority (if any)
  - request and review any documents or information required and verify their quality and completeness before passing them on to the granting authority
  - submit the deliverables and reports to the granting authority
  - inform the granting authority about the payments made to the other beneficiaries (report on the distribution of payments; if required, see Articles 22 and 32)
- (iii) distribute the payments received from the granting authority to the other beneficiaries without unjustified delay (see Article 22).

The coordinator may not delegate or subcontract the above-mentioned tasks to any other beneficiary or third party (including affiliated entities).

However, coordinators which are public bodies may delegate the tasks set out in Point (b)(ii) last indent and (iii) above to entities with ‘authorisation to administer’ which they have created or which are controlled by or affiliated to them. In this case, the coordinator retains sole responsibility for the payments and for compliance with the obligations under the Agreement.

Moreover, coordinators which are ‘sole beneficiaries’<sup>8</sup> (or similar, such as European research infrastructure consortia (ERICs)) may delegate the tasks set out in Point (b)(i) to (iii) above to one of their members. The coordinator retains sole responsibility for compliance with the obligations under the Agreement.

The beneficiaries must have **internal arrangements** regarding their operation and coordination, to ensure that the action is implemented properly.

If required by the granting authority (see Data Sheet, Point 1), not applicable for ICES, these arrangements must be set out in a written **consortium agreement** between the beneficiaries, covering for instance:

- the internal organisation of the consortium
- the management of access to the Portal
- different distribution keys for the payments and financial responsibilities in case of recoveries (if any)
- additional rules on rights and obligations related to background and results (see Article 16)

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<sup>8</sup> For the definition, see Article 190(2) EU Financial Regulation 2024/2509: “Where several entities satisfy the criteria for being awarded a grant and together form one entity, that entity may be treated as the sole beneficiary, including where it is specifically established for the purpose of implementing the action financed by the grant.”

- settlement of internal disputes
- liability, indemnification and confidentiality arrangements between the beneficiaries.

The internal arrangements must not contain any provision contrary to this Agreement.

## **ARTICLE 8 — AFFILIATED ENTITIES**

Not applicable

## **ARTICLE 9 — OTHER PARTICIPANTS INVOLVED IN THE ACTION**

### **9.1 Associated partners**

Not applicable

### **9.2 Third parties giving in-kind contributions to the action**

Other third parties may give in-kind contributions to the action (i.e. personnel, equipment, other goods, works and services, etc. which are free-of-charge), if necessary for the implementation.

Third parties giving in-kind contributions do not implement any action tasks. They may not charge costs or contributions to the action and the costs for the in-kind contributions are not eligible.

The third parties and their in-kind contributions should be set out in Annex 1

### **9.3 Subcontractors**

Subcontractors may participate in the action, if necessary for the implementation.

Subcontractors must implement their action tasks in accordance with Article 11. The costs for the subcontracted tasks (invoiced price from the subcontractor) are eligible and may be charged by the beneficiaries, under the conditions set out in Article 6. The costs will be included in Annex 2 as part of the beneficiaries' costs.

The beneficiaries must ensure that their contractual obligations under Articles 11 (proper implementation), 12 (conflict of interest), 13 (confidentiality and security), 14 (ethics), 17.2 (visibility), 18 (specific rules for carrying out action), 19 (information) and 20 (record-keeping) also apply to the subcontractors.

The beneficiaries must ensure that the bodies mentioned in Article 25 (e.g. granting authority, OLAF, Court of Auditors (ECA), etc.) can exercise their rights also towards the subcontractors.

### **9.4 Recipients of financial support to third parties**

Not applicable

## **ARTICLE 10 — PARTICIPANTS WITH SPECIAL STATUS**

### **10.1 Non-EU participants**

Participants which are established in a non-EU country (if any) undertake to comply with their obligations under the Agreement and:

- to respect general principles (including fundamental rights, values and ethical principles, environmental and labour standards, rules on classified information, intellectual property rights, visibility of funding and protection of personal data)
- for the submission of certificates under Article 24: to use qualified external auditors which are independent and comply with comparable standards as those set out in EU Directive 2006/43/EC<sup>9</sup>
- for the controls under Article 25: to allow for checks, reviews, audits and investigations (including on-the-spot checks, visits and inspections) by the bodies mentioned in that Article (e.g. granting authority, OLAF, Court of Auditors (ECA), etc.).

Special rules on dispute settlement apply (see Data Sheet, Point 5).

### **10.2 Participants which are international organisations**

Participants which are international organisations (IOs; if any) undertake to comply with their obligations under the Agreement and:

- to respect general principles (including fundamental rights, values and ethical principles, environmental and labour standards, rules on classified information, intellectual property rights, visibility of funding and protection of personal data)
- for the submission of certificates under Article 24: to use either independent public officers or external auditors which comply with comparable standards as those set out in EU Directive 2006/43/EC
- for the controls under Article 25: to allow for the checks, reviews, audits and investigations by the bodies mentioned in that Article, taking into account the specific agreements concluded by them and the EU (if any).

For such participants, nothing in the Agreement will be interpreted as a waiver of their privileges or immunities, as accorded by their constituent documents or international law.

Special rules on applicable law and dispute settlement apply (see Article 43 and Data Sheet, Point 5).

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<sup>9</sup> Directive 2006/43/EC of the European Parliament and of the Council of 17 May 2006 on statutory audits of annual accounts and consolidated accounts or similar national regulations (OJ L 157, 9.6.2006, p. 87).

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### 10.3 Pillar-assessed participants

Pillar-assessed participants (if any) may rely on their own systems, rules and procedures, in so far as they have been positively assessed and do not call into question the decision awarding the grant or breach the principle of equal treatment of applicants or beneficiaries.

‘Pillar-assessment’ means a review by the European Commission on the systems, rules and procedures which participants use for managing EU grants (in particular internal control system, accounting system, external audits, financing of third parties, rules on recovery and exclusion, information on recipients and protection of personal data; see Article 154 EU Financial Regulation 2024/2509).

Participants with a positive pillar assessment may rely on their own systems, rules and procedures, in particular for:

- record-keeping (Article 20): may be done in accordance with internal standards, rules and procedures
- currency conversion for financial statements (Article 21): may be done in accordance with usual accounting practices
- guarantees (Article 23): for public law bodies, pre-financing guarantees are not needed
- certificates (Article 24):
  - certificates on the financial statements (CFS): may be provided by their regular internal or external auditors and in accordance with their internal financial regulations and procedures
  - certificates on usual accounting practices (CoMUC): are not needed if those practices are covered by an ex-ante assessment

and use the following specific rules, for:

- recoveries (Article 22): in case of financial support to third parties, there will be no recovery if the participant has done everything possible to retrieve the undue amounts from the third party receiving the support (including legal proceedings) and non-recovery is not due to an error or negligence on its part
- checks, reviews, audits and investigations by the EU (Article 25): will be conducted taking into account the rules and procedures specifically agreed between them and the framework agreement (if any)
- impact evaluation (Article 26): will be conducted in accordance with the participant’s internal rules and procedures and the framework agreement (if any)
- grant agreement suspension (Article 31): certain costs incurred during grant suspension are eligible (notably, minimum costs necessary for a possible resumption of the action and costs relating to contracts which were entered into before the pre-information letter was received and which could not reasonably be suspended, reallocated or terminated on legal grounds)

- grant agreement termination (Article 32): the final grant amount and final payment will be calculated taking into account also costs relating to contracts due for execution only after termination takes effect, if the contract was entered into before the pre-information letter was received and could not reasonably be terminated on legal grounds
- liability for damages (Article 33.2): the granting authority must be compensated for damage it sustains as a result of the implementation of the action or because the action was not implemented in full compliance with the Agreement only if the damage is due to an infringement of the participant's internal rules and procedures or due to a violation of third parties' rights by the participant or one of its employees or individual for whom the employees are responsible.

Participants whose pillar assessment covers procurement and granting procedures may also do purchases, subcontracting and financial support to third parties (Article 6.2) in accordance with their internal rules and procedures for purchases, subcontracting and financial support.

Participants whose pillar assessment covers data protection rules may rely on their internal standards, rules and procedures for data protection (Article 15).

The participants may however not rely on provisions which would breach the principle of equal treatment of applicants or beneficiaries or call into question the decision awarding the grant, such as in particular:

- eligibility (Article 6)
- consortium roles and set-up (Articles 7-9)
- security and ethics (Articles 13, 14)
- IPR (including background and results, access rights and rights of use), communication, dissemination and visibility (Articles 16 and 17)
- information obligation (Article 19)
- payment, reporting and amendments (Articles 21, 22 and 39)
- rejections, reductions, suspensions and terminations (Articles 27, 28, 29-32)

If the pillar assessment was subject to remedial measures, reliance on the internal systems, rules and procedures is subject to compliance with those remedial measures.

Participants whose assessment has not yet been updated to cover (the new rules on) data protection may rely on their internal systems, rules and procedures, provided that they ensure that personal data is:

- processed lawfully, fairly and in a transparent manner in relation to the data subject
- collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes
- adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed

- accurate and, where necessary, kept up to date
- kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the data is processed and
- processed in a manner that ensures appropriate security of the personal data.

Participants must inform the coordinator without delay of any changes to the systems, rules and procedures that were part of the pillar assessment. The coordinator must immediately inform the granting authority.

Pillar-assessed participants that have also concluded a framework agreement with the EU, may moreover — under the same conditions as those above (i.e. not call into question the decision awarding the grant or breach the principle of equal treatment of applicants or beneficiaries) — rely on the provisions set out in that framework agreement.

## **SECTION 2 RULES FOR CARRYING OUT THE ACTION**

### **ARTICLE 11 — PROPER IMPLEMENTATION OF THE ACTION**

#### **11.1 Obligation to properly implement the action**

The beneficiaries must implement the action as described in Annex 1 and in compliance with the provisions of the Agreement, the call conditions and all legal obligations under applicable EU, international and national law.

#### **11.2 Consequences of non-compliance**

If a beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 28).

Such breaches may also lead to other measures described in Chapter 5.

### **ARTICLE 12 — CONFLICT OF INTERESTS**

#### **12.1 Conflict of interests**

The beneficiaries must take all measures to prevent any situation where the impartial and objective implementation of the Agreement could be compromised for reasons involving family, emotional life, political or national affinity, economic interest or any other direct or indirect interest ('conflict of interests').

They must formally notify the granting authority without delay of any situation constituting or likely to lead to a conflict of interests and immediately take all the necessary steps to rectify this situation.

The granting authority may verify that the measures taken are appropriate and may require additional measures to be taken by a specified deadline.

#### **12.2 Consequences of non-compliance**

If a beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 28) and the grant or the beneficiary may be terminated (see Article 32).

Such breaches may also lead to other measures described in Chapter 5.

## **ARTICLE 13 — CONFIDENTIALITY AND SECURITY**

### **13.1 Sensitive information**

The parties must keep confidential any data, documents or other material (in any form) that is identified as sensitive in writing ('sensitive information') — during the implementation of the action and for at least until the time-limit set out in the Data Sheet (see Point 6).

If a beneficiary requests, the granting authority may agree to keep such information confidential for a longer period.

Unless otherwise agreed between the parties, they may use sensitive information only to implement the Agreement.

The beneficiaries may disclose sensitive information to their personnel or other participants involved in the action only if they:

- (a) need to know it in order to implement the Agreement and
- (b) are bound by an obligation of confidentiality.

The granting authority may disclose sensitive information to its staff and to other EU institutions and bodies.

It may moreover disclose sensitive information to third parties, if:

- (a) this is necessary to implement the Agreement or safeguard the EU financial interests and
- (b) the recipients of the information are bound by an obligation of confidentiality.

The confidentiality obligations no longer apply if:

- (a) the disclosing party agrees to release the other party
- (b) the information becomes publicly available, without breaching any confidentiality obligation
- (c) the disclosure of the sensitive information is required by EU, international or national law.

Specific confidentiality rules (if any) are set out in Annex 5.

### **13.2 Classified information**

The parties must handle classified information in accordance with the applicable EU, international or national law on classified information (in particular, Decision 2015/444<sup>10</sup> and its implementing rules).

Deliverables which contain classified information must be submitted according to special procedures agreed with the granting authority.

Action tasks involving classified information may be subcontracted only after explicit approval (in writing) from the granting authority.

Classified information may not be disclosed to any third party (including participants involved in the action implementation) without prior explicit written approval from the granting authority.

Specific security rules (if any) are set out in Annex 5.

### **13.3 Consequences of non-compliance**

If a beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 28).

Such breaches may also lead to other measures described in Chapter 5.

## **ARTICLE 14 — ETHICS AND VALUES**

### **14.1 Ethics**

The action must be carried out in line with the highest ethical standards and the applicable EU, international and national law on ethical principles.

Specific ethics rules (if any) are set out in Annex 5.

### **14.2 Values**

The beneficiaries must commit to and ensure the respect of basic EU values (such as respect for human dignity, freedom, democracy, equality, the rule of law and human rights, including the rights of minorities).

Specific rules on values (if any) are set out in Annex 5.

### **14.3 Consequences of non-compliance**

If a beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 28).

Such breaches may also lead to other measures described in Chapter 5.

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<sup>10</sup> Commission Decision 2015/444/EC, Euratom of 13 March 2015 on the security rules for protecting EU classified information (OJ L 72, 17.3.2015, p. 53).

## ARTICLE 15 — DATA PROTECTION

### 15.1 Data processing by the granting authority

Any personal data under the Agreement will be processed under the responsibility of the data controller of the granting authority in accordance with and for the purposes set out in the Portal Privacy Statement.

For grants where the granting authority is the European Commission, an EU regulatory or executive agency, joint undertaking or other EU body, the processing will be subject to Regulation 2018/1725<sup>11</sup>.

### 15.2 Data processing by the beneficiaries

The beneficiaries must process personal data under the Agreement in compliance with the applicable EU, international and national law on data protection (in particular, Regulation 2016/679<sup>12</sup>).

They must ensure that personal data is:

- processed lawfully, fairly and in a transparent manner in relation to the data subjects
- collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes
- adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed
- accurate and, where necessary, kept up to date
- kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the data is processed and
- processed in a manner that ensures appropriate security of the data.

The beneficiaries may grant their personnel access to personal data only if it is strictly necessary for implementing, managing and monitoring the Agreement. The beneficiaries must ensure that the personnel is under a confidentiality obligation.

The beneficiaries must inform the persons whose data are transferred to the granting authority and provide them with the Portal Privacy Statement.

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<sup>11</sup> Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC (OJ L 295, 21.11.2018, p. 39).

<sup>12</sup> Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC ('GDPR') (OJ L 119, 4.5.2016, p. 1).

### **15.3 Consequences of non-compliance**

If a beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 28).

Such breaches may also lead to other measures described in Chapter 5.

## **ARTICLE 16 — INTELLECTUAL PROPERTY RIGHTS (IPR) — BACKGROUND AND RESULTS — ACCESS RIGHTS AND RIGHTS OF USE**

### **16.1 Background and access rights to background**

The beneficiaries must give each other and the other participants access to the background identified as needed for implementing the action, subject to any specific rules in Annex 5.

‘Background’ means any data, know-how or information — whatever its form or nature (tangible or intangible), including any rights such as intellectual property rights — that is:

- (a) held by the beneficiaries before they acceded to the Agreement and
- (b) needed to implement the action or exploit the results.

If background is subject to rights of a third party, the beneficiary concerned must ensure that it is able to comply with its obligations under the Agreement.

### **16.2 Ownership of results**

The granting authority does not obtain ownership of the results produced under the action.

‘Results’ means any tangible or intangible effect of the action, such as data, know-how or information, whatever its form or nature, whether or not it can be protected, as well as any rights attached to it, including intellectual property rights.

### **16.3 Rights of use of the granting authority on materials, documents and information received for policy, information, communication, dissemination and publicity purposes**

The granting authority has the right to use non-sensitive information relating to the action and materials and documents received from the beneficiaries (notably summaries for publication, deliverables, as well as any other material, such as pictures or audio-visual material, in paper or electronic form) for policy, information, communication, dissemination and publicity purposes — during the action or afterwards.

The right to use the beneficiaries’ materials, documents and information is granted in the form of a royalty-free, non-exclusive and irrevocable licence, which includes the following rights:

- (a) **use for its own purposes** (in particular, making them available to persons working for the granting authority or any other EU service (including institutions, bodies, offices, agencies, etc.) or EU Member State institution or body; copying or reproducing them in whole or in part, in unlimited numbers; and communication through press information services)

- (b) **distribution to the public** (in particular, publication as hard copies and in electronic or digital format, publication on the internet, as a downloadable or non-downloadable file, broadcasting by any channel, public display or presentation, communicating through press information services, or inclusion in widely accessible databases or indexes)
- (c) **editing or redrafting** (including shortening, summarising, inserting other elements (e.g. meta-data, legends, other graphic, visual, audio or text elements), extracting parts (e.g. audio or video files), dividing into parts, use in a compilation)
- (d) **translation**
- (e) **storage** in paper, electronic or other form
- (f) **archiving**, in line with applicable document-management rules
- (g) the right to authorise **third parties** to act on its behalf or sub-license to third parties the modes of use set out in Points (b), (c), (d) and (f), if needed for the information, communication and publicity activity of the granting authority and
- (h) **processing**, analysing, aggregating the materials, documents and information received and **producing derivative works**.

The rights of use are granted for the whole duration of the industrial or intellectual property rights concerned.

If materials or documents are subject to moral rights or third party rights (including intellectual property rights or rights of natural persons on their image and voice), the beneficiaries must ensure that they comply with their obligations under this Agreement (in particular, by obtaining the necessary licences and authorisations from the rights holders concerned).

Where applicable, the granting authority will insert the following information:

“© – [year] – [name of the copyright owner]. All rights reserved. Licensed to the [name of granting authority] under conditions.”

#### **16.4 Specific rules on IPR, results and background**

Specific rules regarding intellectual property rights, results and background (if any) are set out in Annex 5.

#### **16.5 Consequences of non-compliance**

If a beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 28).

Such a breach may also lead to other measures described in Chapter 5.

## ARTICLE 17 — COMMUNICATION, DISSEMINATION AND VISIBILITY

### 17.1 Communication — Dissemination — Promoting the action

Unless otherwise agreed with the granting authority, the beneficiaries must promote the action and its results by providing targeted information to multiple audiences (including the media and the public), in accordance with Annex 1 and in a strategic, coherent and effective manner.

Before engaging in a communication or dissemination activity expected to have a major media impact, the beneficiaries must inform the granting authority.

### 17.2 Visibility — European flag and funding statement

Unless otherwise agreed with the granting authority, communication activities of the beneficiaries related to the action (including media relations, conferences, seminars, information material, such as brochures, leaflets, posters, presentations, etc., in electronic form, via traditional or social media, etc.), dissemination activities and any infrastructure, equipment, vehicles, supplies or major result funded by the grant must acknowledge EU support and display the European flag (emblem) and funding statement (translated into local languages, where appropriate):



**Funded by the  
European Union**



**Co-funded by the  
European Union**



**Co-funded by the  
European Union**



**Funded by the  
European Union**

The emblem must remain distinct and separate and cannot be modified by adding other visual marks, brands or text.

Apart from the emblem, no other visual identity or logo may be used to highlight the EU support.

When displayed in association with other logos (e.g. of beneficiaries or sponsors), the emblem must be displayed at least as prominently and visibly as the other logos.

For the purposes of their obligations under this Article, the beneficiaries may use the emblem without first obtaining approval from the granting authority. This does not, however, give them the right to exclusive use. Moreover, they may not appropriate the emblem or any similar trademark or logo, either by registration or by any other means.

### **17.3 Quality of information — Disclaimer**

Any communication or dissemination activity related to the action must use factually accurate information.

Moreover, it must indicate the following disclaimer (translated into local languages where appropriate):

“Funded by the European Union. Views and opinions expressed are however those of the author(s) only and do not necessarily reflect those of the European Union or [name of the granting authority]. Neither the European Union nor the granting authority can be held responsible for them.”

### **17.4 Specific communication, dissemination and visibility rules**

Specific communication, dissemination and visibility rules (if any) are set out in Annex 5.

### **17.5 Consequences of non-compliance**

If a beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 28).

Such breaches may also lead to other measures described in Chapter 5.

## **ARTICLE 18 — SPECIFIC RULES FOR CARRYING OUT THE ACTION**

### **18.1 Specific rules for carrying out the action**

Specific rules for implementing the action (if any) are set out in Annex 5.

### **18.2 Consequences of non-compliance**

If a beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 28).

Such a breach may also lead to other measures described in Chapter 5.

## **SECTION 3 GRANT ADMINISTRATION**

### **ARTICLE 19 — GENERAL INFORMATION OBLIGATIONS**

#### **19.1 Information requests**

The beneficiaries must provide — during the action or afterwards and in accordance with Article 7 — any information requested in order to verify eligibility of the costs or contributions declared, proper implementation of the action and compliance with the other obligations under the Agreement.

The information provided must be accurate, precise and complete and in the format requested, including electronic format.

### **19.2 Participant Register data updates**

The beneficiaries must keep — at all times, during the action or afterwards — their information stored in the Portal Participant Register up to date, in particular, their name, address, legal representatives, legal form and organisation type.

### **19.3 Information about events and circumstances which impact the action**

The beneficiaries must immediately inform the granting authority (and the other beneficiaries) of any of the following:

- (a) **events** which are likely to affect or delay the implementation of the action or affect the EU's financial interests, in particular:
  - (i) changes in their legal, financial, technical, organisational or ownership situation (including changes linked to one of the exclusion grounds listed in the declaration of honour signed before grant signature)
  - (ii) linked action information: not applicable
- (b) **circumstances** affecting:
  - (i) the decision to award the grant or
  - (ii) compliance with requirements under the Agreement.

### **19.4 Consequences of non-compliance**

If a beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 28).

Such breaches may also lead to other measures described in Chapter 5.

## **ARTICLE 20 — RECORD-KEEPING**

### **20.1 Keeping records and supporting documents**

The beneficiaries must — at least until the time-limit set out in the Data Sheet (see Point 6) — keep records and other supporting documents to prove the proper implementation of the action in line with the accepted standards in the respective field (if any).

In addition, the beneficiaries must — for the same period — keep the following to justify the amounts declared:

- (a) for actual costs: adequate records and supporting documents to prove the costs declared (such as contracts, subcontracts, invoices and accounting records); in addition, the beneficiaries' usual accounting and internal control procedures must enable direct reconciliation between the amounts declared, the amounts recorded in their accounts and the amounts stated in the supporting documents

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- (b) for flat-rate costs and contributions (if any): adequate records and supporting documents to prove the eligibility of the costs or contributions to which the flat-rate is applied
- (c) for the following simplified costs and contributions: the beneficiaries do not need to keep specific records on the actual costs incurred, but must keep:
  - (i) for unit costs and contributions (if any): adequate records and supporting documents to prove the number of units declared
  - (ii) for lump sum costs and contributions (if any): adequate records and supporting documents to prove proper implementation of the work as described in Annex 1
  - (iii) for financing not linked to costs (if any): adequate records and supporting documents to prove the achievement of the results or the fulfilment of the conditions as described in Annex 1
- (d) for unit, flat-rate and lump sum costs and contributions according to usual cost accounting practices (if any): the beneficiaries must keep any adequate records and supporting documents to prove that their cost accounting practices have been applied in a consistent manner, based on objective criteria, regardless of the source of funding, and that they comply with the eligibility conditions set out in Articles 6.1 and 6.2.

Moreover, the following is needed for specific budget categories:

- (e) for personnel costs: time worked for the beneficiary under the action must be supported by declarations signed monthly by the person and their supervisor, unless another reliable time-record system is in place; the granting authority may accept alternative evidence supporting the time worked for the action declared, if it considers that it offers an adequate level of assurance
- (f) additional record-keeping rules: not applicable.

The records and supporting documents must be made available upon request (see Article 19) or in the context of checks, reviews, audits or investigations (see Article 25).

If there are on-going checks, reviews, audits, investigations, litigation or other pursuits of claims under the Agreement (including the extension of findings; see Article 25), the beneficiaries must keep these records and other supporting documentation until the end of these procedures.

The beneficiaries must keep the original documents. Digital and digitalised documents are considered originals if they are authorised by the applicable national law. The granting authority may accept non-original documents if they offer a comparable level of assurance.

## **20.2 Consequences of non-compliance**

If a beneficiary breaches any of its obligations under this Article, costs or contributions insufficiently substantiated will be ineligible (see Article 6) and will be rejected (see Article 27), and the grant may be reduced (see Article 28).

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Such breaches may also lead to other measures described in Chapter 5.

## **ARTICLE 21 — REPORTING**

### **21.1 Continuous reporting**

The beneficiaries must continuously report on the progress of the action (e.g. **deliverables, milestones, outputs/outcomes, critical risks, indicators**, etc.; if any), in accordance with the timing and conditions it sets out (as agreed with the granting authority).

Standardised deliverables (e.g. progress reports not linked to payments, reports on cumulative expenditure, special reports, etc.; if any) may be submitted using the templates published on the Portal.

This grant is managed outside the funding & tenders portal and the specific rules are set out in Annex 5.

### **21.2 Periodic reporting: Technical reports and financial statements**

In addition, the beneficiaries must provide reports to request payments, in accordance with the schedule and modalities set out in the Data Sheet (see Point 4.2):

- for additional pre-financings (if any): an **additional pre-financing report**.
- for interim payments (if any) and the final payment: a **periodic report**.

The pre-financing and periodic reports include a technical and financial part.

The technical part includes an overview of the action implementation. It may be prepared using the template available in the Portal Periodic Reporting tool.

The financial part of the additional pre-financing report includes a statement on the use of the previous pre-financing payment.

The financial part of the periodic report includes:

- the financial statements (individual and consolidated; for all beneficiaries/affiliated entities)
- the explanation on the use of resources (or detailed cost reporting table, if required)
- the certificates on the financial statements (CFS) (if required; see Article 24.2 and Data Sheet, Point 4.3).

The **financial statements** must detail the eligible costs and contributions for each budget category and, for the final payment, also the revenues for the action (see Articles 6 and 22).

All eligible costs and contributions incurred should be declared, even if they exceed the amounts indicated in the estimated budget (see Annex 2). Amounts that are not declared in the individual financial statements will not be taken into account by the granting authority.

By signing the financial statements, the beneficiaries confirm that:

- the information provided is complete, reliable and true

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- the costs and contributions declared are eligible (see Article 6)
- the costs and contributions can be substantiated by adequate records and supporting documents (see Article 20) that will be produced upon request (see Article 19) or in the context of checks, reviews, audits and investigations (see Article 25)
- for the final periodic report: all the revenues have been declared (if required; see Article 22).

Beneficiaries will have to submit also the financial statements of their affiliated entities (if any). In case of recoveries (see Article 22), beneficiaries will be held responsible also for the financial statements of their affiliated entities.

This grant is managed outside the funding & tenders portal and the specific rules are set out in Annex 5.

### **21.3 Currency for financial statements and conversion into euros**

The financial statements must be drafted in euro.

Beneficiaries with general accounts established in a currency other than the euro must convert the costs recorded in their accounts into euro, at the average of the daily exchange rates published in the C series of the *Official Journal of the European Union*, calculated over the corresponding reporting period.

If no daily euro exchange rate is published in the *Official Journal* for the currency in question, they must be converted at the average of the monthly accounting exchange rates published on the European Commission website (InforEuro), calculated over the corresponding reporting period.

Beneficiaries with general accounts in euro must convert costs incurred in another currency into euro according to their usual accounting practices.

### **21.4 Reporting language**

The reporting must be in the language of the Agreement, unless otherwise agreed with the granting authority (see Data Sheet, Point 4.2).

### **21.5 Consequences of non-compliance**

If a report submitted does not comply with this Article, the granting authority may suspend the payment deadline (see Article 29) and apply other measures described in Chapter 5.

If the coordinator breaches its reporting obligations, the granting authority may terminate the grant or the coordinator's participation (see Article 32) or apply other measures described in Chapter 5.

## **ARTICLE 22 — PAYMENTS AND RECOVERIES — CALCULATION OF AMOUNTS DUE**

### **22.1 Payments and payment arrangements**

Payments will be made in accordance with the schedule and modalities set out in the Data Sheet (see Point 4.2).

They will be made in euro to the bank account indicated by the coordinator (see Data Sheet, Point 4.2) and must be distributed without unjustified delay (restrictions may apply to distribution of the initial pre-financing payment; see Data Sheet, Point 4.2).

Payments to this bank account will discharge the granting authority from its payment obligation.

The cost of payment transfers will be borne as follows:

- the granting authority bears the cost of transfers charged by its bank
- the beneficiary bears the cost of transfers charged by its bank
- the party causing a repetition of a transfer bears all costs of the repeated transfer.

Payments by the granting authority will be considered to have been carried out on the date when they are debited to its account.

### **22.2 Recoveries**

Recoveries will be made, if — at beneficiary termination, final payment or afterwards — it turns out that the granting authority has paid too much and needs to recover the amounts undue.

The general liability regime for recoveries (first-line liability) is as follows: At final payment, the coordinator will be fully liable for recoveries, even if it has not been the final recipient of the undue amounts. At beneficiary termination or after final payment, recoveries will be made directly against the beneficiaries concerned.

Beneficiaries will be fully liable for repaying the debts of their affiliated entities.

In case of enforced recoveries (see Article 22.4):

- the beneficiaries will be jointly and severally liable for repaying debts of another beneficiary under the Agreement (including late-payment interest), if required by the granting authority (see Data Sheet, Point 4.4)
- affiliated entities will be held liable for repaying debts of their beneficiaries under the Agreement (including late-payment interest), if required by the granting authority (see Data Sheet, Point 4.4).

### **22.3 Amounts due**

#### **22.3.1 Pre-financing payments**

The aim of the pre-financing is to provide the beneficiaries with a float.

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It remains the property of the EU until the final payment.

For **initial pre-financings** (if any), the amount due, schedule and modalities are set out in the Data Sheet (see Point 4.2).

For **additional pre-financings** (if any), the amount due, schedule and modalities are also set out in the Data Sheet (see Point 4.2). However, if the statement on the use of the previous pre-financing payment shows that less than 70% was used, the amount set out in the Data Sheet will be reduced by the difference between the 70% threshold and the amount used.

Pre-financing payments (or parts of them) may be offset (without the beneficiaries' consent) against amounts owed by a beneficiary to the granting authority — up to the amount due to that beneficiary.

For grants where the granting authority is the European Commission or an EU executive agency, offsetting may also be done against amounts owed to other Commission services or executive agencies.

Payments will not be made if the payment deadline or payments are suspended (see Articles 29 and 30).

### 22.3.2 Amount due at beneficiary termination — Recovery

In case of beneficiary termination, the granting authority will determine the provisional amount due for the beneficiary concerned. Payments (if any) will be made with the next interim or final payment.

The **amount due** will be calculated in the following step:

Step 1 — Calculation of the total accepted EU contribution

#### Step 1 — Calculation of the total accepted EU contribution

The granting authority will first calculate the 'accepted EU contribution' for the beneficiary for all reporting periods, by calculating the 'maximum EU contribution to costs' (applying the funding rate to the accepted costs of the beneficiary), taking into account requests for a lower contribution to costs and CFS threshold cappings (if any; see Article 24.5) and adding the contributions (accepted unit, flat-rate or lump sum contributions and financing not linked to costs, if any).

After that, the granting authority will take into account grant reductions (if any). The resulting amount is the 'total accepted EU contribution' for the beneficiary.

The **balance** is then calculated by deducting the payments received (if any; see report on the distribution of payments in Article 32), from the total accepted EU contribution:

$$\left\{ \begin{array}{l} \text{total accepted EU contribution for the beneficiary} \\ \text{minus} \\ \text{pre-financing and interim payments received (if any)} \end{array} \right\}.$$

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If the balance is **positive**, the amount will be included in the next interim or final payment to the consortium.

If the balance is **negative**, it will be **recovered** in accordance with the following procedure:

The granting authority will send a **pre-information letter** to the beneficiary concerned:

- formally notifying the intention to recover, the amount due, the amount to be recovered and the reasons why and
- requesting observations within 30 days of receiving notification.

If no observations are submitted (or the granting authority decides to pursue recovery despite the observations it has received), it will confirm the amount to be recovered and ask this amount to be paid to the coordinator (**confirmation letter**).

The amounts will later on also be taken into account for the next interim or final payment.

### **22.3.3 Interim payments**

Interim payments reimburse the eligible costs and contributions claimed for the implementation of the action during the reporting periods (if any).

Interim payments (if any) will be made in accordance with the schedule and modalities set out in the Data Sheet (see Point 4.2).

Payment is subject to the approval of the periodic report. Its approval does not imply recognition of compliance, authenticity, completeness or correctness of its content.

The **interim payment** will be calculated by the granting authority in the following steps:

Step 1 — Calculation of the total accepted EU contribution

Step 2 — Limit to the interim payment ceiling

#### Step 1 — Calculation of the total accepted EU contribution

The granting authority will calculate the 'accepted EU contribution' for the action for the reporting period, by first calculating the 'maximum EU contribution to costs' (applying the funding rate to the accepted costs of each beneficiary), taking into account requests for a lower contribution to costs, and CFS threshold cappings (if any; see Article 24.5) and adding the contributions (accepted unit, flat-rate or lump sum contributions and financing not linked to costs, if any).

After that, the granting authority will take into account grant reductions from beneficiary termination (if any). The resulting amount is the 'total accepted EU contribution'.

#### Step 2 — Limit to the interim payment ceiling

The resulting amount is then capped to ensure that the total amount of pre financing and interim payments (if any) does not exceed the interim payment ceiling set out in the Data Sheet (see Point 4.2).

Interim payments (or parts of them) may be offset (without the beneficiaries' consent) against amounts owed by a beneficiary to the granting authority — up to the amount due to that beneficiary.

For grants where the granting authority is the European Commission or an EU executive agency, offsetting may also be done against amounts owed to other Commission services or executive agencies.

Payments will not be made if the payment deadline or payments are suspended (see Articles 29 and 30).

#### **22.3.4 Final payment — Final grant amount — Revenues and Profit — Recovery**

The final payment (payment of the balance) reimburses the remaining part of the eligible costs and contributions claimed for the implementation of the action (if any).

The final payment will be made in accordance with the schedule and modalities set out in the Data Sheet (see Point 4.2).

Payment is subject to the approval of the final periodic report. Its approval does not imply recognition of compliance, authenticity, completeness or correctness of its content.

The **final grant amount for the action** will be calculated in the following steps:

Step 1 — Calculation of the total accepted EU contribution

Step 2 — Limit to the maximum grant amount

Step 3 — Reduction due to the no-profit rule

##### Step 1 — Calculation of the total accepted EU contribution

The granting authority will first calculate the 'accepted EU contribution' for the action for all reporting periods, by calculating the 'maximum EU contribution to costs' (applying the funding rate to the total accepted costs of each beneficiary), taking into account requests for a lower contribution to costs, CFS threshold cappings (if any; see Article 24.5) and adding the contributions (accepted unit, flat-rate or lump sum contributions and financing not linked to costs, if any).

After that, the granting authority will take into account grant reductions (if any). The resulting amount is the 'total accepted EU contribution'.

##### Step 2 — Limit to the maximum grant amount

If the resulting amount is higher than the maximum grant amount set out in Article 5.2, it will be limited to the latter.

##### Step 3 — Reduction due to the no-profit rule

If the no-profit rule is provided for in the Data Sheet (see Point 4.2), the grant must not produce a profit (i.e. surplus of the amount obtained following Step 2 plus the action's revenues, over the eligible costs and contributions approved by the granting authority).

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‘Revenue’ is all income generated by the action, during its duration (see Article 4), for beneficiaries that are profit legal entities.

If there is a profit, it will be deducted in proportion to the final rate of reimbursement of the eligible costs approved by the granting authority (as compared to the amount calculated following Steps 1 and 2 minus the contributions).

The **balance** (final payment) is then calculated by deducting the total amount of pre financing and interim payments already made (if any), from the final grant amount:

$$\begin{aligned} & \{ \text{final grant amount} \\ & \text{minus} \\ & \{ \text{pre financing and interim payments made (if any)} \} \}. \end{aligned}$$

If the balance is **positive**, it will be **paid** to the beneficiary.

The final payment (or part of it) may be offset (without the beneficiaries’ consent) against amounts owed by a beneficiary to the granting authority — up to the amount due to that beneficiary.

For grants where the granting authority is the European Commission or an EU executive agency, offsetting may also be done against amounts owed to other Commission services or executive agencies.

Payments will not be made if the payment deadline or payments are suspended (see Articles 29 and 30).

If the balance is **negative**, it will be **recovered** in accordance with the following procedure:

The granting authority will send a **pre-information letter** to the coordinator:

- formally notifying the intention to recover, the final grant amount, the amount to be recovered and the reasons why
- requesting observations within 30 days of receiving notification.

If no observations are submitted (or the granting authority decides to pursue recovery despite the observations it has received), it will confirm the amount to be recovered (**confirmation letter**), together with a **debit note** with the terms and date for payment.

If payment is not made by the date specified in the debit note, the granting authority will **enforce recovery** in accordance with Article 22.4.

### **22.3.5 Audit implementation after final payment — Revised final grant amount — Recovery**

If — after the final payment (in particular, after checks, reviews, audits or investigations; see Article 25) — the granting authority rejects costs or contributions (see Article 27) or reduces

the grant (see Article 28), it will calculate the **revised final grant amount** for the beneficiary concerned.

The **beneficiary revised final grant amount** will be calculated in the following step:

Step 1 — Calculation of the revised total accepted EU contribution

Step 1 — Calculation of the revised total accepted EU contribution

The granting authority will first calculate the ‘revised accepted EU contribution’ for the beneficiary, by calculating the ‘revised accepted costs’ and ‘revised accepted contributions’.

After that, it will take into account grant reductions (if any). The resulting ‘revised total accepted EU contribution’ is the beneficiary revised final grant amount.

If the revised final grant amount is lower than the beneficiary’s final grant amount (i.e. its share in the final grant amount for the action), it will be **recovered** in accordance with the following procedure:

The **beneficiary final grant amount** (i.e. share in the final grant amount for the action) is calculated as follows:

$$\left\{ \left\{ \text{total accepted EU contribution for the beneficiary} \right. \right. \\ \text{divided by} \\ \left. \left. \text{total accepted EU contribution for the action} \right\} \right. \\ \text{multiplied by} \\ \left. \left. \text{final grant amount for the action} \right\} .\right.$$

The granting authority will send a **pre-information letter** to the beneficiary concerned:

- formally notifying the intention to recover, the amount to be recovered and the reasons why and
- requesting observations within 30 days of receiving notification.

If no observations are submitted (or the granting authority decides to pursue recovery despite the observations it has received), it will confirm the amount to be recovered (**confirmation letter**), together with a **debit note** with the terms and the date for payment.

Recoveries against affiliated entities (if any) will be handled through their beneficiaries.

If payment is not made by the date specified in the debit note, the granting authority will **enforce recovery** in accordance with Article 22.4.

#### **22.4 Enforced recovery**

If payment is not made by the date specified in the debit note, the amount due will be recovered:

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- (a) by offsetting the amount — without the coordinator or beneficiary’s consent — against any amounts owed to the coordinator or beneficiary by the granting authority.

In exceptional circumstances, to safeguard the EU financial interests, the amount may be offset before the payment date specified in the debit note.

For grants where the granting authority is the European Commission or an EU executive agency, debts may also be offset against amounts owed by other Commission services or executive agencies.

- (b) by drawing on the financial guarantee(s) (if any)
- (c) by holding other beneficiaries jointly and severally liable (if any; see Data Sheet, Point 4.4)
- (d) by holding affiliated entities jointly and severally liable (if any, see Data Sheet, Point 4.4) or
- (e) by taking legal action (see Article 43) or, provided that granting authority is the European Commission or an EU executive agency, by adopting an enforceable decision under Article 299 of the Treaty on the Functioning of the EU (TFEU) and Article 100(2) of EU Financial Regulation 2024/2509.

The amount to be recovered will be increased by **late-payment interest** at the rate set out in Article 22.5, from the day following the payment date in the debit note, up to and including the date the full payment is received.

Partial payments will be first credited against expenses, charges and late-payment interest and then against the principal.

Bank charges incurred in the recovery process will be borne by the beneficiary, unless Directive 2015/2366<sup>13</sup> applies.

For grants where the granting authority is an EU executive agency, enforced recovery by offsetting or enforceable decision will be done by the services of the European Commission (see also Article 43).

## 22.5 Consequences of non-compliance

**22.5.1** If the granting authority does not pay within the payment deadlines (see above), the beneficiaries are entitled to **late-payment interest** at the reference rate applied by the European Central Bank (ECB) for its main refinancing operations in euros, plus the percentage specified in the Data Sheet (Point 4.2). The ECB reference rate to be used is the rate in force on the first day of the month in which the payment deadline expires, as published in the C series of the *Official Journal of the European Union*.

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<sup>13</sup> Directive (EU) 2015/2366 of the European Parliament and of the Council of 25 November 2015 on payment services in the internal market, amending Directives 2002/65/EC, 2009/110/EC and 2013/36/EU and Regulation (EU) No 1093/2010, and repealing Directive 2007/64/EC (OJ L 337, 23.12.2015, p. 35).

If the late-payment interest is lower than or equal to EUR 200, it will be paid to the coordinator only on request submitted within two months of receiving the late payment.

Late-payment interest is not due if all beneficiaries are EU Member States (including regional and local government authorities or other public bodies acting on behalf of a Member State for the purpose of this Agreement).

If payments or the payment deadline are suspended (see Articles 29 and 30), payment will not be considered as late.

Late-payment interest covers the period running from the day following the due date for payment (see above), up to and including the date of payment.

Late-payment interest is not considered for the purposes of calculating the final grant amount.

**22.5.2** If the coordinator breaches any of its obligations under this Article, the grant may be reduced (see Article 29) and the grant or the coordinator may be terminated (see Article 32).

Such breaches may also lead to other measures described in Chapter 5.

## **ARTICLE 23 — GUARANTEES**

Not applicable

## **ARTICLE 24 — CERTIFICATES**

### **24.1 Operational verification report (OVR)**

Not applicable

### **24.2 Certificate on the financial statements (CFS)**

If required by the granting authority (see Data Sheet, Point 4.3), the beneficiaries must provide certificates on their financial statements (CFS), in accordance with the schedule, threshold and conditions set out in the Data Sheet.

The coordinator must submit them as part of the periodic report (see Article 21).

The certificates must cover the costs declared on the basis of actual costs and costs according to usual cost accounting practices (if any), and fulfil the following conditions:

- (a) be provided by a qualified approved external auditor which is independent and complies with Directive 2006/43/EC<sup>14</sup> (or for public bodies: by a competent independent public officer)
- (b) the verification must be carried out according to the highest professional standards to ensure that the financial statements comply with the provisions under the Agreement and that the costs declared are eligible.

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<sup>14</sup> Directive 2006/43/EC of the European Parliament and of the Council of 17 May 2006 on statutory audits of annual accounts and consolidated accounts or similar national regulations (OJ L 157, 9.6.2006, p. 87).

The certificates will not affect the granting authority's right to carry out its own checks, reviews or audits, nor preclude the European Court of Auditors (ECA), the European Public Prosecutor's Office (EPPO) or the European Anti-Fraud Office (OLAF) from using their prerogatives for audits and investigations under the Agreement (see Article 25).

If the costs (or a part of them) were already audited by the granting authority, these costs do not need to be covered by the certificate and will not be counted for calculating the threshold (if any).

#### **24.3 Certificate on the compliance of usual cost accounting practices (CoMUC)**

Not applicable

#### **24.4 Systems and process audit (SPA)**

Not applicable

#### **24.5 Consequences of non-compliance**

If a beneficiary does not submit a certificate on the financial statements (CFS) or the certificate is rejected, the accepted EU contribution to costs will be capped to reflect the CFS threshold.

If a beneficiary breaches any of its other obligations under this Article, the granting authority may apply the measures described in Chapter 5.

### **ARTICLE 25 — CHECKS, REVIEWS, AUDITS AND INVESTIGATIONS — EXTENSION OF FINDINGS**

#### **25.1 Granting authority checks, reviews and audits**

##### **25.1.1 Internal checks**

The granting authority may — during the action or afterwards — check the proper implementation of the action and compliance with the obligations under the Agreement, including assessing costs and contributions, deliverables and reports.

##### **25.1.2 Project reviews**

The granting authority may carry out reviews on the proper implementation of the action and compliance with the obligations under the Agreement (general project reviews or specific issues reviews).

Such project reviews may be started during the implementation of the action and until the time-limit set out in the Data Sheet (see Point 6). They will be formally notified to the coordinator or beneficiary concerned and will be considered to start on the date of the notification.

If needed, the granting authority may be assisted by independent, outside experts. If it uses outside experts, the coordinator or beneficiary concerned will be informed and have the right to object on grounds of commercial confidentiality or conflict of interest.

The coordinator or beneficiary concerned must cooperate diligently and provide — within the deadline requested — any information and data in addition to deliverables and reports already submitted (including information on the use of resources). The granting authority may request beneficiaries to provide such information to it directly. Sensitive information and documents will be treated in accordance with Article 13.

The coordinator or beneficiary concerned may be requested to participate in meetings, including with the outside experts.

For **on-the-spot** visits, the beneficiary concerned must allow access to sites and premises (including to the outside experts) and must ensure that information requested is readily available.

Information provided must be accurate, precise and complete and in the format requested, including electronic format.

On the basis of the review findings, a **project review report** will be drawn up.

The granting authority will formally notify the project review report to the coordinator or beneficiary concerned, which has 30 days from receiving notification to make observations.

Project reviews (including project review reports) will be in the language of the Agreement.

### **25.1.3 Audits**

The granting authority may carry out audits on the proper implementation of the action and compliance with the obligations under the Agreement.

Such audits may be started during the implementation of the action and until the time-limit set out in the Data Sheet (see Point 6). They will be formally notified to the beneficiary concerned and will be considered to start on the date of the notification.

The granting authority may use its own audit service, delegate audits to a centralised service or use external audit firms. If it uses an external firm, the beneficiary concerned will be informed and have the right to object on grounds of commercial confidentiality or conflict of interest.

The beneficiary concerned must cooperate diligently and provide — within the deadline requested — any information (including complete accounts, individual salary statements or other personal data) to verify compliance with the Agreement. Sensitive information and documents will be treated in accordance with Article 13.

For **on-the-spot** visits, the beneficiary concerned must allow access to sites and premises (including for the external audit firm) and must ensure that information requested is readily available.

Information provided must be accurate, precise and complete and in the format requested, including electronic format.

On the basis of the audit findings, a **draft audit report** will be drawn up.

The auditors will formally notify the draft audit report to the beneficiary concerned, which has 30 days from receiving notification to make observations (contradictory audit procedure).

The **final audit report** will take into account observations by the beneficiary concerned and will be formally notified to them.

Audits (including audit reports) will be in the language of the Agreement.

## **25.2 European Commission checks, reviews and audits in grants of other granting authorities**

Where the granting authority is not the European Commission, the latter has the same rights of checks, reviews and audits as the granting authority.

## **25.3 Access to records for assessing simplified forms of funding**

The beneficiaries must give the European Commission access to their statutory records for the periodic assessment of simplified forms of funding which are used in EU programmes.

## **25.4 OLAF, EPPO and ECA audits and investigations**

The following bodies may also carry out checks, reviews, audits and investigations — during the action or afterwards:

- the European Anti-Fraud Office (OLAF) under Regulations No 883/2013<sup>15</sup> and No 2185/96<sup>16</sup>
- the European Public Prosecutor's Office (EPPO) under Regulation 2017/1939
- the European Court of Auditors (ECA) under Article 287 of the Treaty on the Functioning of the EU (TFEU) and Article 263 of EU Financial Regulation 2024/2059.

If requested by these bodies, the beneficiary concerned must provide full, accurate and complete information in the format requested (including complete accounts, individual salary statements or other personal data, including in electronic format) and allow access to sites and premises for on-the-spot visits or inspections — as provided for under these Regulations.

To this end, the beneficiary concerned must keep all relevant information relating to the action, at least until the time-limit set out in the Data Sheet (Point 6) and, in any case, until any ongoing checks, reviews, audits, investigations, litigation or other pursuits of claims have been concluded.

## **25.5 Consequences of checks, reviews, audits and investigations — Extension of findings**

### **25.5.1 Consequences of checks, reviews, audits and investigations in this grant**

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<sup>15</sup> Regulation (EU, Euratom) No 883/2013 of the European Parliament and of the Council of 11 September 2013 concerning investigations conducted by the European Anti-Fraud Office (OLAF) and repealing Regulation (EC) No 1073/1999 of the European Parliament and of the Council and Council Regulation (Euratom) No 1074/1999 (OJ L 248, 18/09/2013, p. 1).

<sup>16</sup> Council Regulation (Euratom, EC) No 2185/1996 of 11 November 1996 concerning on-the-spot checks and inspections carried out by the Commission in order to protect the European Communities' financial interests against fraud and other irregularities (OJ L 292, 15/11/1996, p. 2).

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Findings in checks, reviews, audits or investigations carried out in the context of this grant may lead to rejections (see Article 27), grant reduction (see Article 28) or other measures described in Chapter 5.

Rejections or grant reductions after the final payment will lead to a revised final grant amount (see Article 22).

Findings in checks, reviews, audits or investigations during the action implementation may lead to a request for amendment (see Article 39), to change the description of the action set out in Annex 1.

Checks, reviews, audits or investigations that find systemic or recurrent errors, irregularities, fraud or breach of obligations in any EU grant may also lead to consequences in other EU grants awarded under similar conditions ('extension to other grants').

Moreover, findings arising from an OLAF or EPPO investigation may lead to criminal prosecution under national law.

### **25.5.2 Extension from other grants**

Findings of checks, reviews, audits or investigations in other grants may be extended to this grant, if:

- (a) the beneficiary concerned is found, in other EU grants awarded under similar conditions, to have committed systemic or recurrent errors, irregularities, fraud or breach of obligations that have a material impact on this grant and
- (b) those findings are formally notified to the beneficiary concerned — together with the list of grants affected by the findings — within the time-limit for audits set out in the Data Sheet (see Point 6).

The granting authority will formally notify the beneficiary concerned of the intention to extend the findings and the list of grants affected.

If the extension concerns **rejections of costs or contributions**: the notification will include:

- (a) an invitation to submit observations on the list of grants affected by the findings
- (b) the request to submit revised financial statements for all grants affected
- (c) the correction rate for extrapolation, established on the basis of the systemic or recurrent errors, to calculate the amounts to be rejected, if the beneficiary concerned:
  - (i) considers that the submission of revised financial statements is not possible or practicable or
  - (ii) does not submit revised financial statements.

If the extension concerns **grant reductions**: the notification will include:

- (a) an invitation to submit observations on the list of grants affected by the findings and
- (b) the **correction rate for extrapolation**, established on the basis of the systemic or recurrent errors and the principle of proportionality.

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The beneficiary concerned has **60 days** from receiving notification to submit observations, revised financial statements or to propose a duly substantiated **alternative correction method/rate**.

On the basis of this, the granting authority will analyse the impact and decide on the implementation (i.e. start rejection or grant reduction procedures, either on the basis of the revised financial statements or the announced/alternative method/rate or a mix of those; see Articles 27 and 28).

## **25.6 Consequences of non-compliance**

If a beneficiary breaches any of its obligations under this Article, costs or contributions insufficiently substantiated will be ineligible (see Article 6) and will be rejected (see Article 27), and the grant may be reduced (see Article 28).

Such breaches may also lead to other measures described in Chapter 5.

## **ARTICLE 26 — IMPACT EVALUATIONS**

### **26.1 Impact evaluation**

The granting authority may carry out impact evaluations of the action, measured against the objectives and indicators of the EU programme funding the grant.

Such evaluations may be started during implementation of the action and until the time-limit set out in the Data Sheet (see Point 6). They will be formally notified to the coordinator or beneficiaries and will be considered to start on the date of the notification.

If needed, the granting authority may be assisted by independent outside experts.

The coordinator or beneficiaries must provide any information relevant to evaluate the impact of the action, including information in electronic format.

### **26.2 Consequences of non-compliance**

If a beneficiary breaches any of its obligations under this Article, the granting authority may apply the measures described in Chapter 5.

## **CHAPTER 5 CONSEQUENCES OF NON-COMPLIANCE**

### **SECTION 1 REJECTIONS AND GRANT REDUCTION**

## **ARTICLE 27 — REJECTION OF COSTS AND CONTRIBUTIONS**

### **27.1 Conditions**

The granting authority will — at beneficiary termination, interim payment, final payment or afterwards — reject any costs or contributions which are ineligible (see Article 6), in particular following checks, reviews, audits or investigations (see Article 25).

The rejection may also be based on the extension of findings from other grants to this grant (see Article 25).

Ineligible costs or contributions will be rejected.

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## **27.2 Procedure**

If the rejection does not lead to a recovery, the granting authority will formally notify the coordinator or beneficiary concerned of the rejection, the amounts and the reasons why. The coordinator or beneficiary concerned may — within 30 days of receiving notification — submit observations if it disagrees with the rejection (payment review procedure).

If the rejection leads to a recovery, the granting authority will follow the contradictory procedure with pre-information letter set out in Article 22.

## **27.3 Effects**

If the granting authority rejects costs or contributions, it will deduct them from the costs or contributions declared and then calculate the amount due (and, if needed, make a recovery; see Article 22).

# **ARTICLE 28 — GRANT REDUCTION**

## **28.1 Conditions**

The granting authority may — at beneficiary termination, final payment or afterwards — reduce the grant for a beneficiary, if:

- (a) the beneficiary (or a person having powers of representation, decision-making or control, or person essential for the award/implementation of the grant) has committed:
  - (i) substantial errors, irregularities or fraud or
  - (ii) serious breach of obligations under this Agreement or during its award (including improper implementation of the action, non-compliance with the call conditions, submission of false information, failure to provide required information, breach of ethics or security rules (if applicable), etc.), or
- (b) the beneficiary (or a person having powers of representation, decision-making or control, or person essential for the award/implementation of the grant) has committed — in other EU grants awarded to it under similar conditions — systemic or recurrent errors, irregularities, fraud or serious breach of obligations that have a material impact on this grant (extension of findings; see Article 25.5).

The amount of the reduction will be calculated for each beneficiary concerned and proportionate to the seriousness and the duration of the errors, irregularities or fraud or breach of obligations, by applying an individual reduction rate to their accepted EU contribution.

## **28.2 Procedure**

If the grant reduction does not lead to a recovery, the granting authority will formally notify the coordinator or beneficiary concerned of the reduction, the amount to be reduced and the reasons why. The coordinator or beneficiary concerned may — within 30 days of receiving notification — submit observations if it disagrees with the reduction (payment review procedure).

If the grant reduction leads to a recovery, the granting authority will follow the contradictory procedure with pre-information letter set out in Article 22.

### 28.3 Effects

If the granting authority reduces the grant, it will deduct the reduction and then calculate the amount due (and, if needed, make a recovery; see Article 22).

## SECTION 2 — SUSPENSION AND TERMINATION

### ARTICLE 29 — PAYMENT DEADLINE SUSPENSION

#### 29.1 Conditions

The granting authority may — at any moment — suspend the payment deadline if a payment cannot be processed because:

- (a) the required report (see Article 21) has not been submitted or is not complete or additional information is needed
- (b) there are doubts about the amount to be paid (e.g. ongoing extension procedure, queries about eligibility, need for a grant reduction, etc.) and additional checks, reviews, audits or investigations are necessary, or
- (c) there are other issues affecting the EU financial interests.

#### 29.2 Procedure

The granting authority will formally notify the coordinator of the suspension and the reasons why.

The suspension will **take effect** the day the notification is sent.

If the conditions for suspending the payment deadline are no longer met, the suspension will be **lifted** — and the remaining time to pay (see Data Sheet, Point 4.2) will resume.

If the suspension exceeds two months, the coordinator may request the granting authority to confirm if the suspension will continue.

If the payment deadline has been suspended due to the non-compliance of the report and the revised report is not submitted (or was submitted but is also rejected), the granting authority may also terminate the grant or the participation of the coordinator (see Article 32).

### ARTICLE 30 — PAYMENT SUSPENSION

#### 30.1 Conditions

The granting authority may — at any moment — suspend payments, in whole or in part for one or more beneficiaries, if:

- (a) a beneficiary (or a person having powers of representation, decision-making or control, or person essential for the award/implementation of the grant) has committed or is suspected of having committed:
  - (i) substantial errors, irregularities or fraud or

(ii) serious breach of obligations under this Agreement or during its award (including improper implementation of the action, non-compliance with the call conditions, submission of false information, failure to provide required information, breach of ethics or security rules (if applicable), etc.), or

(b) a beneficiary (or a person having powers of representation, decision-making or control, or person essential for the award/implementation of the grant) has committed — in other EU grants awarded to it under similar conditions — systemic or recurrent errors, irregularities, fraud or serious breach of obligations that have a material impact on this grant (extension of findings; see Article 25.5).

If payments are suspended for one or more beneficiaries, the granting authority will make partial payment(s) for the part(s) not suspended. If suspension concerns the final payment, the payment (or recovery) of the remaining amount after suspension is lifted will be considered to be the payment that closes the action.

### 30.2 Procedure

Before suspending payments, the granting authority will send a **pre-information letter** to the beneficiary concerned:

- formally notifying the intention to suspend payments and the reasons why and
- requesting observations within 30 days of receiving notification.

If the granting authority does not receive observations or decides to pursue the procedure despite the observations it has received, it will confirm the suspension (**confirmation letter**). Otherwise, it will formally notify that the procedure is discontinued.

At the end of the suspension procedure, the granting authority will also inform the coordinator.

The suspension will **take effect** the day after the confirmation notification is sent.

If the conditions for resuming payments are met, the suspension will be **lifted**. The granting authority will formally notify the beneficiary concerned (and the coordinator) and set the suspension end date.

During the suspension, no prefinancing will be paid to the beneficiaries concerned. For interim payments, the periodic reports for all reporting periods except the last one (see Article 21) must not contain any financial statements from the beneficiary concerned (or its affiliated entities). The coordinator must include them in the next periodic report after the suspension is lifted or — if suspension is not lifted before the end of the action — in the last periodic report.

## ARTICLE 31 — GRANT AGREEMENT SUSPENSION

### 31.1 Consortium-requested GA suspension

#### 31.1.1 Conditions and procedure

The beneficiaries may request the suspension of the grant or any part of it, if exceptional circumstances — in particular *force majeure* (see Article 35) — make implementation impossible or excessively difficult.

The coordinator must submit a request for **amendment** (see Article 39), with:

- the reasons why
- the date the suspension takes effect; this date may be before the date of the submission of the amendment request and
- the expected date of resumption.

The suspension will **take effect** on the day specified in the amendment.

Once circumstances allow for implementation to resume, the coordinator must immediately request another **amendment** of the Agreement to set the suspension end date, the resumption date (one day after suspension end date), extend the duration and make other changes necessary to adapt the action to the new situation (see Article 39) — unless the grant has been terminated (see Article 32). The suspension will be **lifted** with effect from the suspension end date set out in the amendment. This date may be before the date of the submission of the amendment request.

During the suspension, no prefinancing will be paid. Costs incurred or contributions for activities implemented during grant suspension are not eligible (see Article 6.3).

## **31.2 EU-initiated GA suspension**

### **31.2.1 Conditions**

The granting authority may suspend the grant or any part of it, if:

- (a) a beneficiary (or a person having powers of representation, decision-making or control, or person essential for the award/implementation of the grant) has committed or is suspected of having committed:
  - (i) substantial errors, irregularities or fraud or
  - (ii) serious breach of obligations under this Agreement or during its award (including improper implementation of the action, non-compliance with the call conditions, submission of false information, failure to provide required information, breach of ethics or security rules (if applicable), etc.), or
- (b) a beneficiary (or a person having powers of representation, decision-making or control, or person essential for the award/implementation of the grant) has committed — in other EU grants awarded to it under similar conditions — systemic or recurrent errors, irregularities, fraud or serious breach of obligations that have a material impact on this grant (extension of findings; see Article 25.5)
- (c) other:
  - (i) linked action issues: not applicable
  - (ii) additional GA suspension grounds: not applicable.

### **31.2.2 Procedure**

Before suspending the grant, the granting authority will send a **pre-information letter** to the coordinator:

- formally notifying the intention to suspend the grant and the reasons why and
- requesting observations within 30 days of receiving notification.

If the granting authority does not receive observations or decides to pursue the procedure despite the observations it has received, it will confirm the suspension (**confirmation letter**). Otherwise, it will formally notify that the procedure is discontinued.

The suspension will **take effect** the day after the confirmation notification is sent (or on a later date specified in the notification).

Once the conditions for resuming implementation of the action are met, the granting authority will formally notify the coordinator a **lifting of suspension letter**, in which it will set the suspension end date and invite the coordinator to request an amendment of the Agreement to set the resumption date (one day after suspension end date), extend the duration and make other changes necessary to adapt the action to the new situation (see Article 39) — unless the grant has been terminated (see Article 32). The suspension will be **lifted** with effect from the suspension end date set out in the lifting of suspension letter. This date may be before the date on which the letter is sent.

During the suspension, no pre financing will be paid. Costs incurred or contributions for activities implemented during suspension are not eligible (see Article 6.3).

The beneficiaries may not claim damages due to suspension by the granting authority (see Article 33).

Grant suspension does not affect the granting authority's right to terminate the grant or a beneficiary (see Article 32) or reduce the grant (see Article 28).

## **ARTICLE 32 — GRANT AGREEMENT OR BENEFICIARY TERMINATION**

### **32.1 Consortium-requested GA termination**

#### **32.1.1 Conditions and procedure**

The beneficiaries may request the termination of the grant.

The coordinator must submit a request for **amendment** (see Article 39), with:

- the reasons why
- the date the consortium ends work on the action ('end of work date') and
- the date the termination takes effect ('termination date'); this date must be after the date of the submission of the amendment request.

The termination will **take effect** on the termination date specified in the amendment.

If no reasons are given or if the granting authority considers the reasons do not justify termination, it may consider the grant terminated improperly.

### 32.1.2 Effects

The coordinator must — within 60 days from when termination takes effect — submit a **periodic report** (for the open reporting period until termination).

The granting authority will calculate the final grant amount and final payment on the basis of the report submitted and taking into account the costs incurred and contributions for activities implemented before the end of work date (see Article 22). Costs relating to contracts due for execution only after the end of work are not eligible.

If the granting authority does not receive the report within the deadline, only costs and contributions which are included in an approved periodic report will be taken into account (no costs/contributions if no periodic report was ever approved).

Improper termination may lead to a grant reduction (see Article 28).

After termination, the beneficiaries' obligations (in particular Articles 13 (confidentiality and security), 16 (IPR), 17 (communication, dissemination and visibility), 21 (reporting), 25 (checks, reviews, audits and investigations), 26 (impact evaluation), 27 (rejections), 28 (grant reduction) and 42 (assignment of claims)) continue to apply.

## 32.2 Consortium-requested beneficiary termination

### 32.2.1 Conditions and procedure

The coordinator may request the termination of the participation of one or more beneficiaries, on request of the beneficiary concerned or on behalf of the other beneficiaries.

The coordinator must submit a request for **amendment** (see Article 39), with:

- the reasons why
- the opinion of the beneficiary concerned (or proof that this opinion has been requested in writing)
- the date the beneficiary ends work on the action ('end of work date')
- the date the termination takes effect ('termination date'); this date must be after the date of the submission of the amendment request.

If the termination concerns the coordinator and is done without its agreement, the amendment request must be submitted by another beneficiary (acting on behalf of the consortium).

The termination will **take effect** on the termination date specified in the amendment.

If no information is given or if the granting authority considers that the reasons do not justify termination, it may consider the beneficiary to have been terminated improperly.

### 32.2.2 Effects

The coordinator must — within 60 days from when termination takes effect — submit:

- (i) a **report on the distribution of payments** to the beneficiary concerned

- (ii) a **termination report** from the beneficiary concerned, for the open reporting period until termination, containing an overview of the progress of the work, the financial statement, the explanation on the use of resources, and, if applicable, the certificate on the financial statement (CFS; see Articles 21 and 24.2 and Data Sheet, Point 4.3)
- (iii) a second **request for amendment** (see Article 39) with other amendments needed (e.g. reallocation of the tasks and the estimated budget of the terminated beneficiary; addition of a new beneficiary to replace the terminated beneficiary; change of coordinator, etc.).

The granting authority will calculate the amount due to the beneficiary on the basis of the report submitted and taking into account the costs incurred and contributions for activities implemented before the end of work date (see Article 22). Costs relating to contracts due for execution only after the end of work are not eligible.

The information in the termination report must also be included in the periodic report for the next reporting period (see Article 21).

If the granting authority does not receive the termination report within the deadline, only costs and contributions which are included in an approved periodic report will be taken into account (no costs/contributions if no periodic report was ever approved).

If the granting authority does not receive the report on the distribution of payments within the deadline, it will consider that:

- the coordinator did not distribute any payment to the beneficiary concerned and that
- the beneficiary concerned must not repay any amount to the coordinator.

If the second request for amendment is accepted by the granting authority, the Agreement is **amended** to introduce the necessary changes (see Article 39).

If the second request for amendment is rejected by the granting authority (because it calls into question the decision awarding the grant or breaches the principle of equal treatment of applicants), the grant may be terminated (see Article 32).

Improper termination may lead to a reduction of the grant (see Article 31) or grant termination (see Article 32).

After termination, the concerned beneficiary's obligations (in particular Articles 13 (confidentiality and security), 16 (IPR), 17 (communication, dissemination and visibility), 21 (reporting), 25 (checks, reviews, audits and investigations), 26 (impact evaluation), 27 (rejections), 28 (grant reduction) and 42 (assignment of claims)) continue to apply.

### **32.3 EU-initiated GA or beneficiary termination**

#### **32.3.1 Conditions**

The granting authority may terminate the grant or the participation of one or more beneficiaries, if:

- (a) one or more beneficiaries do not accede to the Agreement (see Article 40)

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- (b) a change to the action or the legal, financial, technical, organisational or ownership situation of a beneficiary is likely to substantially affect the implementation of the action or calls into question the decision to award the grant (including changes linked to one of the exclusion grounds listed in the declaration of honour)
- (c) following termination of one or more beneficiaries, the necessary changes to the Agreement (and their impact on the action) would call into question the decision awarding the grant or breach the principle of equal treatment of applicants
- (d) implementation of the action has become impossible or the changes necessary for its continuation would call into question the decision awarding the grant or breach the principle of equal treatment of applicants
- (e) a beneficiary (or person with unlimited liability for its debts) is subject to bankruptcy proceedings or similar (including insolvency, winding-up, administration by a liquidator or court, arrangement with creditors, suspension of business activities, etc.)
- (f) a beneficiary (or person with unlimited liability for its debts) is in breach of social security or tax obligations
- (g) a beneficiary (or person having powers of representation, decision-making or control, or person essential for the award/implementation of the grant) has been found guilty of grave professional misconduct
- (h) a beneficiary (or person having powers of representation, decision-making or control, or person essential for the award/implementation of the grant) has committed fraud, corruption, or is involved in a criminal organisation, money laundering, terrorism-related crimes (including terrorism financing), child labour or human trafficking
- (i) a beneficiary (or person having powers of representation, decision-making or control, or person essential for the award/implementation of the grant) was created under a different jurisdiction with the intent to circumvent fiscal, social or other legal obligations in the country of origin (or created another entity with this purpose)
- (j) a beneficiary (or person having powers of representation, decision-making or control, or person essential for the award/implementation of the grant) has committed:
  - (i) substantial errors, irregularities or fraud or
  - (ii) serious breach of obligations under this Agreement or during its award (including improper implementation of the action, non-compliance with the call conditions, submission of false information, failure to provide required information, breach of ethics or security rules (if applicable), etc.)
- (k) a beneficiary (or person having powers of representation, decision-making or control, or person essential for the award/implementation of the grant) has committed — in other EU grants awarded to it under similar conditions — systemic or recurrent errors, irregularities, fraud or serious breach of obligations that have a material impact on this grant (extension of findings; see Article 25.5)
- (l) despite a specific request by the granting authority, a beneficiary does not request — through the coordinator — an amendment to the Agreement to end the participation of

one of its affiliated entities or associated partners that is in one of the situations under points (d), (f), (e), (g), (h), (i) or (j) and to reallocate its tasks, or

(m) other:

- (i) linked action issues: not applicable
- (ii) additional GA termination grounds: not applicable.

### 32.3.2 Procedure

Before terminating the grant or participation of one or more beneficiaries, the granting authority will send a **pre-information letter** to the coordinator or beneficiary concerned:

- formally notifying the intention to terminate and the reasons why and
- requesting observations within 30 days of receiving notification.

If the granting authority does not receive observations or decides to pursue the procedure despite the observations it has received, it will confirm the termination and the date it will take effect (**confirmation letter**). Otherwise, it will formally notify that the procedure is discontinued.

For beneficiary terminations, the granting authority will — at the end of the procedure — also inform the coordinator.

The termination will **take effect** the day after the confirmation notification is sent (or on a later date specified in the notification; ‘termination date’).

### 32.3.3 Effects

(a) for **GA termination**:

The coordinator must — within 60 days from when termination takes effect — submit a **periodic report** (for the last open reporting period until termination).

The granting authority will calculate the final grant amount and final payment on the basis of the report submitted and taking into account the costs incurred and contributions for activities implemented before termination takes effect (see Article 22). Costs relating to contracts due for execution only after termination are not eligible.

If the grant is terminated for breach of the obligation to submit reports, the coordinator may not submit any report after termination.

If the granting authority does not receive the report within the deadline, only costs and contributions which are included in an approved periodic report will be taken into account (no costs/contributions if no periodic report was ever approved).

Termination does not affect the granting authority’s right to reduce the grant (see Article 28) or to impose administrative sanctions (see Article 34).

The beneficiaries may not claim damages due to termination by the granting authority (see Article 33).

After termination, the beneficiaries' obligations (in particular Articles 13 (confidentiality and security), 16 (IPR), 17 (communication, dissemination and visibility), 21 (reporting), 25 (checks, reviews, audits and investigations), 26 (impact evaluation), 27 (rejections), 28 (grant reduction) and 42 (assignment of claims)) continue to apply.

(b) for **beneficiary termination**:

The coordinator must — within 60 days from when termination takes effect — submit:

- (i) a **report on the distribution of payments** to the beneficiary concerned
- (ii) a **termination report** from the beneficiary concerned, for the open reporting period until termination, containing an overview of the progress of the work, the financial statement, the explanation on the use of resources, and, if applicable, the certificate on the financial statement (CFS; see Articles 21 and 24.2 and Data Sheet, Point 4.3)
- (iii) a **request for amendment** (see Article 39) with any amendments needed (e.g. reallocation of the tasks and the estimated budget of the terminated beneficiary; addition of a new beneficiary to replace the terminated beneficiary; change of coordinator, etc.).

The granting authority will calculate the amount due to the beneficiary on the basis of the report submitted and taking into account the costs incurred and contributions for activities implemented before termination takes effect (see Article 22). Costs relating to contracts due for execution only after termination are not eligible.

The information in the termination report must also be included in the periodic report for the next reporting period (see Article 21).

If the granting authority does not receive the termination report within the deadline, only costs and contributions included in an approved periodic report will be taken into account (no costs/contributions if no periodic report was ever approved).

If the granting authority does not receive the report on the distribution of payments within the deadline, it will consider that:

- the coordinator did not distribute any payment to the beneficiary concerned and that
- the beneficiary concerned must not repay any amount to the coordinator.

If the request for amendment is accepted by the granting authority, the Agreement is **amended** to introduce the necessary changes (see Article 39).

If the request for amendment is rejected by the granting authority (because it calls into question the decision awarding the grant or breaches the principle of equal treatment of applicants), the grant may be terminated (see Article 32).

After termination, the concerned beneficiary's obligations (in particular Articles 13 (confidentiality and security), 16 (IPR), 17 (communication, dissemination and visibility), 21 (reporting), 25 (checks, reviews, audits and investigations), 26 (impact evaluation), 27 (rejections), 28 (grant reduction) and 42 (assignment of claims)) continue to apply.

### **SECTION 3 OTHER CONSEQUENCES: DAMAGES AND ADMINISTRATIVE SANCTIONS**

#### **ARTICLE 33 — DAMAGES**

##### **33.1 Liability of the granting authority**

The granting authority cannot be held liable for any damage caused to the beneficiaries or to third parties as a consequence of the implementation of the Agreement, including for gross negligence.

The granting authority cannot be held liable for any damage caused by any of the beneficiaries or other participants involved in the action, as a consequence of the implementation of the Agreement.

##### **33.2 Liability of the beneficiaries**

The beneficiaries must compensate the granting authority for any damage it sustains as a result of the implementation of the action or because the action was not implemented in full compliance with the Agreement, provided that it was caused by gross negligence or wilful act.

The liability does not extend to indirect or consequential losses or similar damage (such as loss of profit, loss of revenue or loss of contracts), provided such damage was not caused by wilful act or by a breach of confidentiality.

#### **ARTICLE 34 — ADMINISTRATIVE SANCTIONS AND OTHER MEASURES**

Nothing in this Agreement may be construed as preventing the adoption of administrative sanctions (i.e. exclusion from EU award procedures and/or financial penalties) or other public law measures, in addition or as an alternative to the contractual measures provided under this Agreement (see, for instance, Articles 137 to 148 EU Financial Regulation 2024/2509 and Articles 4 and 7 of Regulation 2988/95<sup>17</sup>).

### **SECTION 4 FORCE MAJEURE**

#### **ARTICLE 35 — FORCE MAJEURE**

A party prevented by force majeure from fulfilling its obligations under the Agreement cannot be considered in breach of them.

'Force majeure' means any situation or event that:

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<sup>17</sup> Council Regulation (EC, Euratom) No 2988/95 of 18 December 1995 on the protection of the European Communities financial interests (OJ L 312, 23.12.1995, p. 1).

- prevents either party from fulfilling their obligations under the Agreement,
- was unforeseeable, exceptional situation and beyond the parties' control,
- was not due to error or negligence on their part (or on the part of other participants involved in the action), and
- proves to be inevitable in spite of exercising all due diligence.

Any situation constituting force majeure must be formally notified to the other party without delay, stating the nature, likely duration and foreseeable effects.

The parties must immediately take all the necessary steps to limit any damage due to force majeure and do their best to resume implementation of the action as soon as possible.

## **CHAPTER 6 FINAL PROVISIONS**

### **ARTICLE 36 — COMMUNICATION BETWEEN THE PARTIES**

For grants which are not managed through the EU Funding & Tenders Portal (see Data Sheet, Point 1), the specific rules set out in Annex 5 apply.

### **ARTICLE 37 — INTERPRETATION OF THE AGREEMENT**

The provisions in the Data Sheet take precedence over the rest of the Terms and Conditions of the Agreement.

Annex 5 takes precedence over the Terms and Conditions; the Terms and Conditions take precedence over the Annexes other than Annex 5.

Annex 2 takes precedence over Annex 1.

### **ARTICLE 38 — CALCULATION OF PERIODS AND DEADLINES**

In accordance with Regulation No 1182/71<sup>18</sup>, periods expressed in days, months or years are calculated from the moment the triggering event occurs.

The day during which that event occurs is not considered as falling within the period.

'Days' means calendar days, not working days.

### **ARTICLE 39 — AMENDMENTS**

#### **39.1 Conditions**

The Agreement may be amended, unless the amendment entails changes to the Agreement which would call into question the decision awarding the grant or breach the principle of equal treatment of applicants.

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<sup>18</sup> Regulation (EEC, Euratom) No 1182/71 of the Council of 3 June 1971 determining the rules applicable to periods, dates and time-limits (OJ L 124, 8/6/1971, p. 1).

Amendments may be requested by any of the parties.

### **39.2 Procedure**

The party requesting an amendment must submit a request for amendment signed directly in the Portal Amendment tool.

Specific grants managed outside the funding & tenders portal rules (if any) are set out in Annex 5

The coordinator submits and receives requests for amendment on behalf of the beneficiaries (see Annex 3). If a change of coordinator is requested without its agreement, the submission must be done by another beneficiary (acting on behalf of the other beneficiaries).

The request for amendment must include:

- the reasons why
- the appropriate supporting documents and
- for a change of coordinator without its agreement: the opinion of the coordinator (or proof that this opinion has been requested in writing).

The granting authority may request additional information.

If the party receiving the request agrees, it must sign the amendment in the tool within 45 days of receiving notification (or any additional information the granting authority has requested). If it does not agree, it must formally notify its disagreement within the same deadline. The deadline may be extended, if necessary for the assessment of the request. If no notification is received within the deadline, the request is considered to have been rejected.

An amendment **enters into force** on the day of the signature of the receiving party.

An amendment **takes effect** on the date of entry into force or other date specified in the amendment.

## **ARTICLE 40 — ACCESSION AND ADDITION OF NEW BENEFICIARIES**

### **40.1 Accession of the beneficiaries mentioned in the Preamble**

The beneficiaries which are not coordinator must accede to the grant by signing the accession form (see Annex 3) directly in the Portal Grant Preparation tool, within 30 days after the entry into force of the Agreement (see Article 44).

Specific grants managed outside the funding & tenders portal rules (if any) are set out in Annex 5.

They will assume the rights and obligations under the Agreement with effect from the date of its entry into force (see Article 44).

If a beneficiary does not accede to the grant within the above deadline, the coordinator must — within 30 days — request an amendment (see Article 39) to terminate the beneficiary and make any changes necessary to ensure proper implementation of the action. This does not affect the granting authority's right to terminate the grant (see Article 32).

## **40.2 Addition of new beneficiaries**

In justified cases, the beneficiaries may request the addition of a new beneficiary.

For this purpose, the coordinator must submit a request for amendment in accordance with Article 39. It must include an accession form (see Annex 3) signed by the new beneficiary directly in the Portal Amendment tool.

New beneficiaries will assume the rights and obligations under the Agreement with effect from the date of their accession specified in the accession form (see Annex 3).

Additions are also possible in mono-beneficiary grants.

Specific grants managed outside the funding & tenders portal rules (if any) are set out in Annex 5.

## **ARTICLE 41 — TRANSFER OF THE AGREEMENT**

In justified cases, the beneficiary of a mono-beneficiary grant may request the transfer of the grant to a new beneficiary, provided that this would not call into question the decision awarding the grant or breach the principle of equal treatment of applicants.

The beneficiary must submit a request for **amendment** (see Article 39), with

- the reasons why
- the accession form (see Annex 3) signed by the new beneficiary directly in the Portal Amendment tool and
- additional supporting documents (if required by the granting authority).

The new beneficiary will assume the rights and obligations under the Agreement with effect from the date of accession specified in the accession form (see Annex 3).

Specific grants managed outside the funding & tenders portal rules (if any) are set out in Annex 5.

## **ARTICLE 42 — ASSIGNMENTS OF CLAIMS FOR PAYMENT AGAINST THE GRANTING AUTHORITY**

The beneficiaries may not assign any of their claims for payment against the granting authority to any third party, except if expressly approved in writing by the granting authority on the basis of a reasoned, written request by the coordinator (on behalf of the beneficiary concerned).

If the granting authority has not accepted the assignment or if the terms of it are not observed, the assignment will have no effect on it.

In no circumstances will an assignment release the beneficiaries from their obligations towards the granting authority.

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## ARTICLE 43 — APPLICABLE LAW AND SETTLEMENT OF DISPUTES

### 43.1 Applicable law

The Agreement is governed by the applicable EU law, supplemented if necessary by the law of Belgium.

Special rules may apply for beneficiaries which are international organisations (if any; see Data Sheet, Point 5).

### 43.2 Dispute settlement

If a dispute concerns the interpretation, application or validity of the Agreement, the parties must bring action before the EU General Court — or, on appeal, the EU Court of Justice — under Article 272 of the Treaty on the Functioning of the EU (TFEU).

For non-EU beneficiaries (if any), such disputes must be brought before the courts of Brussels, Belgium — unless an international agreement provides for the enforceability of EU court judgements.

For beneficiaries with arbitration as special dispute settlement forum (if any; see Data Sheet, Point 5), the dispute will — in the absence of an amicable settlement — be settled in accordance with the Rules for Arbitration published on the Portal.

If a dispute concerns administrative sanctions, offsetting or an enforceable decision under Article 299 TFEU (see Articles 22 and 34), the beneficiaries must bring action before the General Court — or, on appeal, the Court of Justice — under Article 263 TFEU.

For grants where the granting authority is an EU executive agency (see Preamble), actions against offsetting and enforceable decisions must be brought against the European Commission (not against the granting authority; see also Article 22).

## ARTICLE 44 — ENTRY INTO FORCE

The Agreement will enter into force on the day of signature by the granting authority or the coordinator, depending on which is later.


### SIGNATURES

For the beneficiary  
[function/forename/surname]

For the granting authority  
[forename/surname]

Done in [English]  
on

Done in [English]  
on [electronic time stamp]

~~ICES~~ General Secretary  
  
ALAN C. HAYNIE

Qualified electronic signature by: FABRIZIO

DONATELLA

Date 2026-04-24 15:02:15 UTC

21 April 2026

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## **DESCRIPTION OF THE ACTION**

### **Objectives**

Under Article 26 of the Common Fisheries Policy, the Commission is mandated to consult appropriate scientific bodies. The results from such consultations, in the form of the best available scientific advice, are obtained in support of the establishment of measures under the CFP. To this purpose, the European Commission consults the International Council for the Exploration of the Sea (ICES) as one of the appropriated bodies.

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

ICES is a global, unique organisation, recognised as an independent, high-quality advisory body by all interested parties. It develops science and advice to support the sustainable use of the oceans. It is the oldest scientific organisation in Europe (established in 1902) created to support member countries to coordinate oceanic and coastal monitoring and research. ICES advises international commissions and governments on marine policy and management issues. ICES apply a quality assurance scheme for its advisory function and have procedures to ensure the full consideration of data from a wide range of stakeholders. ICES advice is produced in an ecosystem framework, including the effects of human activities and climatic and oceanographic conditions and frames advice in relation to fisheries management, considering the ecosystem context. ICES is a network of more than 5,000 scientists from over 690 marine institutes in 20 member countries and beyond. 1,500 scientists participate in ICES activities annually. Its goal is to provide the best available science for decision-makers to make informed choices on the sustainable use of the marine environment and ecosystems.

### **Deliverables**

The advisory deliverables to be provided by ICES are science-based products to support the implementation of policies adopted by the EU and its Member States with respect of management of activities that affect the marine biological resources and ecosystems. Advisory deliverables are, in particular, sought in respect of the implementation of the Common Fisheries Policy, assessment of multiannual plans, state and development of fish stocks and advice on exploitation levels and fishing opportunities, other data and marine scientific advice needs in support of the fisheries management in the EU. The deliverables have to be pertinent to relevant policy developments, such as the MSY objective and related ranges of fishing mortalities, multi-annual plans or fleet-based approaches to mixed-fisheries or multi-species management, and ecosystem-based fisheries management. The deliverables may also include advice on specific requests from the European Commission in support of its management under the CFP.

The advisory deliverables included so-called recurrent advice and non-recurrent advice. The recurrent advice refers mainly to advice on (bi-)annual exploitation rates and fishing opportunities and Fisheries, Aquaculture, and Ecosystem Overviews. The non-recurrent advice is provided in response to individual requests.

The advisory deliverables shall be independent of political influence and subject to best international quality procedures for research and research-based scientific advice. The technical basis for the advisory deliverables and the process through which it is produced is transparent. The quality of the technical basis will be ensured through internal and external peer-review. All deliverables are subject to best practices and shall only be considered as advice on behalf of ICES if they are approved by the ICES Advisory Committee.

ICES has developed a comprehensive framework for its advisory work consistent with the CFP objective as well as International Agreements under UN concerning governance of the Sea. The scientific advice depends on data provided through the data collection systems of the Member States as well as ICES member countries. ICES compiles and collates data, as well as performing quality control on these data, as part of the advisory process. ICES monitors data quality of the aggregated data used in developing the scientific basis for the advice deliverables; ICES shall decide on the use of data for the scientific deliverables.

<b>1 DESCRIPTION OF THE ACTION</b>
<b>Title: Advisory deliverables provided by the International Council for the Exploration of the Sea (ICES)</b>
<b>Reference: FPA/MARE/2023/ICES</b>
<p><b>a) Describe the general and specific objectives that the action aims to achieve:</b></p> <p>ICES will develop advisory deliverables in relation to public policies mentioned in the Framework Partnership Agreement (FPA) between ICES and the European Commission. ICES will provide advisory deliverables which are independent of political influence and subject to best available international quality procedures for science and science-based advisory deliverables. The technical basis for the advisory deliverables and the process through which it is produced will be transparent and impartial. The quality of the technical basis will be ensured through internal and external peer review. All advisory deliverables will contain reference to the relevant background analysis documentation, including expert reports, which include information about all the peer reviews undertaken and the result of such reviews.</p> <p>ICES has transparent guidelines which describe its process for the development of both recurrent advice and special advice requests<sup>19</sup>.</p> <p>Union funding will be displayed on the recurrent advice in a footer where all ICES' clients are mentioned and on the description of the requested advice. The wording will be: "<i>ICES advice as adopted by its advisory committee (ACOM) is developed upon request by ICES' clients (the European Union, NASCO, NEAFC, Iceland, Norway, OSPAR and United Kingdom).</i>"</p> <p>The advisory deliverables are in the following structured into 2 overarching work packages: (1) Recurrent advice; and (2) Special Requests - non-recurrent advice.</p> <p>The deliverables will be delivered in accordance with the agreed timeline. If the agreed timeline as specified in the Grant Agreement (GA) cannot be achieved or postponing would result in deliverables of better quality, DG MARE will be consulted on the amendment of the timeline.</p>

<sup>19</sup> <https://doi.org/10.17895/ices.pub.30885011>

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### **Work package 1: Recurrent advice**

This work package is split into 3 sub-work packages encompassing all recurrent advice deliverables (WP1.1), the quality assurance framework behind all advice products (WP1.2) as well as the data and information management part of the advisory work (WP1.3):

#### **WP 1.1 Advice deliverables**

- Del 1.1.1: Recurrent single stock advice deliverables
- Del 1.1.2: Mixed fisheries considerations
- Del 1.1.3: Fisheries, Aquaculture and Ecosystem Overviews
- Del 1.1.4: Advice on bycatch of ETP species
- Del 1.1.5: Update of the advice on VMEs
- Del 1.1.6: Presentation of advice to ACs and EU structures

#### **WP 1.2 Quality assurance of advice deliverables**

- Del 1.2.1: Web based stock status (Stock Assessment Graphs - SAG, Stock Information Database -SID, Advice Scenarios Database - ASD)
- Del 1.2.2: Web based assessment processes (Transparent Assessment Framework - TAF)
- Del 1.2.3: Benchmark overview
- Del 1.2.4: RCG support and involvement
- Del 1.2.5: End user feedback to Liaison Meetings and STECF
- Del 1.2.6: Expert group reports and stock annexes

#### **WP 1.3 Data and Information Management of advisory deliverables**

- Del 1.3.1: Complete data records
- Del 1.3.2: Data calls

### **Work package 2: Special Requests – non-recurrent advice**

This work package encompasses all non-recurrent advice requests from DG MARE. Each deliverable will thus be a specific special request, with the associated process and deliverables.

To address requests for advice, ICES is dependent on the clients having clearly defined the question(s) to be addressed along with the objectives and criteria to be considered so that the advice is appropriately developed. An important element of the advisory process is therefore the dialogue with the clients to achieve a common understanding on how to interpret the requests, the type of advice the clients expect and what ICES can deliver.

#### **b) Describe the work programme (on the basis of the main activities planned) and where it will be implemented**

### **Work package 1: Recurrent advice**

#### **Work package 1.1 Advice deliverables**

The advisory deliverables are divided into specific deliverables as described below. Each deliverable is thus an advice product and underpinned by the deliverables in Work packages 1.2 and 1.3.

##### **Deliverable 1.1.1: Recurrent single stock advice deliverables**

DG MARE will receive: (i) advice on fishing opportunities and where specified below associated management measures (e.g. technical measures); and (ii) where relevant advice on anthropogenic pressures other than fishing ('conservation considerations'). ICES will provide such advice both in relation to commercial fisheries

and, where relevant, recreational fisheries. That advice will pertain to the stocks indicated in Annex III.

ICES will provide advice on fishing opportunities and conservation considerations on the basis of its approach to advice on fishing opportunities ('ICES approach'), as set out in the current relevant ICES documents and technical guidelines<sup>20</sup>. In addition, when providing such advice, ICES will take into account the EU policy basis, where relevant, in the manner set out below. The policy basis is Regulation (EU) No 1380/2013 ('CFP Basic Regulation'), which sets an objective of Maximum Sustainable Yield MSY, which is achieved by setting maximum sustainable exploitation rates, and the relevant multiannual (management) plans (MAPs) agreed at EU level, notably the Baltic, North Sea and Western Waters MAPs[1], specifying for certain stocks in these areas how to reach maximum sustainable exploitation rates when fixing fishing opportunities.<sup>21</sup>, specifying for certain stocks in these areas how to reach the MSY target when fixing fishing opportunities. Moreover, when providing such advice, ICES will take into account specific requirements of DG MARE, also set out below.

#### *Advice for all stocks*

The formal advice shall stand out on the front page of the advice document ('headline advice'). ICES will provide the headline advice based on the ICES approach, except in certain cases, as set out below. Where possible, ICES will provide headline advice in terms of catches, along with corresponding information in the advice document on the expected landings and discards. However, for stocks for which ICES advice is based on landings, ICES will provide the headline advice in terms of landings. In addition, where discard survivability is taken into account in the assessment, ICES will provide headline advice in terms of total catches, landings, estimated discards, and estimated removals, along with corresponding information in the advice sheet on the expected landings and dead discards. For Norway lobster stocks, ICES will provide the headline advice in terms of landings, along with corresponding information in the advice sheet on catches and expected discards.

The catch scenarios table shall include the scenarios set out in 'Expected results and their use, point (d)' and in specific cases additional scenarios, as set out below. For each scenario that table shall include, when the assessment conducted by ICES allows this: (i) catches; (ii) landings and discards, and when survival rates are considered the latter should be split into dead and surviving discards; (iii) fishing mortality; (iv) the projected SSB at the start of the year after the advice year, and the corresponding SSB change compared to the preceding year; (v) advice change compared to the advice and compared to the TAC, of the previous year; (vi) for stocks below MSY  $B_{trigger}$  and where possible, the probability of SSB being below  $B_{lim}$  at the start of the year after the advice year; and (vii) in specific cases additional elements, as set out below. Advice documents shall in any case include all those elements, but elements may be marked as 'not available' or 'not calculable'.

When recreational fisheries take a significant part of the catches, the advice shall indicate this, and the catch scenarios table shall, when the assessment conducted by ICES allows this, also include: (i) total catches in commercial and recreational fisheries; (ii) catches in respectively commercial and recreational fisheries; and (ii) landings and discards in respectively commercial and recreational fisheries. In addition, ICES will incorporate, where possible and following a consultation by ICES of DG MARE on a list of stocks where that may be relevant, possible recreational fisheries management measures in the advice.

In a dedicated table ICES will provide the landings and discards and landings distribution by gears, for the last year for which data is available. Moreover, in cases when recreational fisheries take a significant part of the catches, where possible, the gears responsible for significant recreational catches should be identified, with some estimate of the magnitude of their catches should be also provided.

For non-TAC regulated stocks, one of the following applies: (i) catch advice is nevertheless requested; (ii) only

<sup>20</sup> In particular the ICES document ICES. 2025. Advice on fishing opportunities. In Report of the ICES Advisory Committee, 2025. ICES Advice 2025, section 1.1.1. <https://doi.org/10.17895/ices.pub.30712466>

<sup>21</sup> Regulation (EU) 2016/1139, Regulation (EU) 2018/973 and Regulation (EU) 2019/472.

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information on stock status and catches is requested; or (iii) no information is requested. The relevant non-TAC regulated stocks for which (i) or (ii) applies are set out in Annex III.

For stocks for which ICES indicates that information is insufficient to carry out analytical assessments, ICES will inform DG MARE of the insufficiencies with the aim to enable ICES to carry out analytical assessments. This will include information on research needs or missing data. In such cases, ICES shall advise, where possible, on the remedial measures necessary to obtain the required information.

#### *Autonomous EU and Baltic Sea stocks*

For: (i) stocks listed as 'target stocks' in the EU MAPs; and (ii) for stocks listed as 'by-catch stocks' in the EU Baltic Sea MAP or stocks that are by-caught when fishing for stocks listed as target stocks in the other EU MAPs, the advice shall indicate that the relevant EU MAP applies. For by-catch stocks, for which adequate fleet-based data exists, the advice shall also indicate in which fisheries catching certain target stocks by-catches occur.

For all such target stocks, the headline advice will be for catches corresponding to ranges of  $F_{MSY}$  (i.e.  $F_{MSY\ lower}$ ,  $F_{MSY}$ ,  $F_{MSY\ upper}$ ), when such ranges are available and when the conditions for  $F_{MSY\ upper}$  set out in the MAPs are met. For such by-catch stocks, the headline advice will be based on the ICES approach.

For stocks subject to an Advisory Council (AC) management plan that has been assessed by ICES and evaluated as consistent with the precautionary approach and in line with  $MSY$ , the management plan scenario should be included in the catch scenarios table, but not in the headline advice.

For ICES data categories 1 and 2 stocks, advice shall be provided annually. However, advice may be provided less frequently, if requested by DG MARE and based on parameters identified by ('multiannual advice').

Moreover, for certain ICES data categories 1 and 2 stocks, advice shall also include scenarios for rebuilding stocks above a given level and during a given period ('rebuilding scenarios'), if requested by DG MARE and based on parameters and format identified by it.

#### *Shared stocks*

For stocks that are under shared management between the EU and third countries and for which the relevant management parties have agreed on a management plan and the plan has been evaluated by ICES to be consistent with the precautionary approach, ICES will provide the headline advice in accordance with that plan.

For stocks for which ICES and another scientific body provide independent and peer-reviewed advice, ICES will seek to cooperate with those other bodies in the production of its advice, while ensuring that the ICES approach and where relevant the specific requirements of DG MARE are respected. Should those other bodies not cooperate with ICES, ICES shall produce, where possible, its advice in line with the ICES approach and the specific requirements of DG MARE, while taking into account the work of the other scientific body

ICES will supply an overview of current known management plans by stock in early January for review by all requesters of advice. That overview shall address: (i) whether requesters consider to be a management party for a given stock; and (ii) whether requesters in that case agree to those management plans. ICES will then communicate the results of that consultation.

For stocks under shared management that are also covered by an EU MAP, as target or as by-catch stock, ICES will include the following sentence in the headline advice: "ICES notes the existence of a precautionary management plan developed and adopted by one/some of the relevant management parties for this stock." For shared stocks that are also target stocks under the EU MAPs, ICES will include, in the catch scenarios table, catches corresponding to the ranges of  $F_{MSY}$ , when such ranges are available. Supportive information to the assessment and advice will be the following:

1) Information about the level of confidence in the parameters underlying the scientific advisory deliverables and the origins and causes of the main uncertainties in the information available (e.g. data quality, data

availability, gaps in methodologies and knowledge) which have been taken into account for the assessment and the advice;

2) Where possible a description of the biomass distribution when a stock is distributed in several management areas.

MARE with supplementary information on fishing opportunities being consistent with the advice in support of management. Such advice shall be included in the advice document, but not in the headline catch advice.

The following situations may occur:

3) more than one stock is merged into one management unit.

4) the ICES stock area covers more than one management unit.

5) the ICES stock areas and management units do not map in either way as described above.

For situations 3-5 above, ICES shall provide information on individual stocks and individual management units, provided that DG MARE, where relevant jointly with other management parties, has provided guidance on the principles to be used for such calculations in each case. If DG MARE is not in a position to provide such guidance, ICES shall provide that information assuming the same distribution of catches by stock and management unit as observed in recent years. If multiple stocks of the same species occur within one single management unit and are caught in the same fisheries with zero or low catch advice for one of those stocks, ICES shall set out in the advice document relevant considerations and possible management measures in line with the ICES approach. Species and management areas where ICES is requested to provide this additional information on fishing opportunities are listed in table b of Annex III, as well as other relevant species and management areas.

#### **Deliverable 1.1.2 Mixed fisheries considerations**

For all sea basins, ICES will continue to develop mixed fisheries science and outputs further in cooperation with advice requesters.

Such development, where possible will: (i) consider, for example, changes in selectivity patterns and sensitivity of the advice to fleet and metier definitions; (ii) consider alternative fleet structures; (iii) describe spatial and temporal interactions between stocks and fleets (iv) expand to other sea basins, e.g. West of Scotland or Baltic Sea; and (v) consider increasing the scope of stocks included in the mixed fisheries scenarios and where not possible qualitative assessments of technical interactions.

ICES shall conduct mixed fisheries modelling and present the results of that modelling in mixed fisheries considerations and in the fisheries overviews. This shall include the Bay of Biscay and Iberian Waters.

#### **Deliverable 1.1.3 Fisheries, Aquaculture and Ecosystem overviews**

Advice on fishing opportunities will be delivered in the context of an ecosystem approach that is consistent with the objectives as formulated in relevant EU policies (i.e. CFP, H&BDs, MSFD and NRL). ICES is iteratively and incrementally moving towards providing climate and ecosystem informed actionable advice. The ecosystem approach is being implemented by providing advice on fishing opportunities supported by information and advice provided in Fisheries Overviews (FOs), Ecosystem Overviews (EOs) and Aquaculture Overviews (AOs). ICES is continuing to evolve and integrate these overviews to deliver advice for EBFM.

Specifically, ICES will, to the extent possible:

1) Provide an updated web-based overview of the status of each assessed stock;

2) Advise DG MARE on any significant impact of factors and changes in the marine ecosystem structure or functioning (including those associated with climate change) that significantly impact fish and shellfish stocks and their long-term exploitation;

3) Provide information regarding the impact of fisheries on ecosystems and habitats in FOs and EOs, and the impact of aquaculture activities in AOs;

4) Provide warnings of any serious threats (i.e. if there is at this moment, a threat to the abundance posing a risk so serious that it would be unwise to postpone action) from fishing activities alone or in conjunction with any other relevant activity to local ecosystems or species as soon as ICES is aware of such threats;

5) In the FOs, quantitatively and qualitatively describe the key spatial and temporal interactions between species by métier, including quantification of the strength of the interactions. In addition, for fisheries with catches of autonomous EU stocks, identify the targeted stock or stocks by métier.

6) Identify existing inter-species and intra-species interactions of relevance (e.g., predator-prey interactions, competition) to the fisheries management and the existing management strategy (and consequently the advisory deliverables);

7) Describe the biological interactions among fish stocks and with the marine ecosystem, including predator-prey relationships and other interactions relevant for fisheries management in the FOs and EOs.

#### **Deliverable 1.1.4 Advice on by-catch of ETP species**

ICES shall develop advice as a priority to provide, on the basis of data provided by Member States and any other relevant data sources, estimates of the annual total numbers of specimens of Endangered, Threatened and Protected (ETP) species (as outlined in the ICES Roadmap for ETP species bycatch, Annex 4 [<https://doi.org/10.17895/ices.pub.26003467>]) taken as by-catch as appropriate and feasible, disaggregated by ICES statistical area, ecoregion and type of fishing gear. They shall be provided by December each year and shall cover incidental catches made until 31 December of the previous year. Where the precision of the estimates does not support the meaningful calculation of annual total by-catch of ETP species, ICES may instead deliver multiannual by-catch rates. These estimates shall be accompanied by evaluations or estimates of their precision where possible. ICES will prioritize delivering advice on the high-priority species as received from DG MARE in 2023 (Annex IV). ICES should include information on mitigation measures in place, where appropriate and available. ICES shall provide an overview of available and most recent population abundance estimates for ETP species. For priority marine mammals, ICES shall list the upcoming national and regional survey campaigns, including aerial surveys.

ICES shall strive progressively to accompany the bycatch estimates with markers of sustainability, such as potential biological removal (PBR) where appropriate. As part of this process, ICES shall establish a process for identifying candidate ETP species for estimation of conservation thresholds in consultation with the commission.

ICES shall review available information on by-catch mitigation measures for ETP species and suggest concrete, effective solutions for common dolphins and harbour porpoise in the Bay of Biscay and Iberian coast, and for harbour porpoise in the Baltic Sea.

For species with high extinction risk, where there is no near-term realistic prospect of estimating by-catch rates and associated markers of sustainability, ICES shall develop advice as a priority to highlight the types of fishing gears and activities which pose the greatest risk to these species of concern, taking account of available information on the species distribution area and seasonality.

Where the available by-catch monitoring data and other information is not adequate to allow ICES to complete these tasks, ICES shall advise, where possible, on the remedial measures necessary to obtain the required information.

#### **Deliverable 1.1.5 Update of the advice on VMEs**

As per article 9(4) Regulation (EU) 2016/2336, called the “Deep-sea access regulation”, ICES is requested to carry out an annual review of areas where VMEs are known to occur or are likely to occur in EU waters and to deliver an advice, including the list of coordinates of the VMEs areas (i.e. polygons), every two years. This recurring advice should present Scenarios C, D and E with understanding that scenario E remains for a comparative purpose, as it goes beyond the legal requirements of the Deep-sea access Regulation (beyond Annex III list of indicators) but aligning with UN’s direction. The coordinates of the VMEs polygons should be given for the EU EEZ of the North-East Atlantic and with no bathymetric clipping, except to exclude VME polygons fully located in c-squares shallower than 400 meters.

For the upcoming pieces of advice, it is essential that ICES provide all necessary information in a format that is easy for stakeholders to understand. This includes:

- number of polygons (total, CS and BoB),
- area in square km (total, CS and BoB),

- pdf maps for each scenario,
- list of coordinates (in csv, shp, xls formats), and
- interactive map.

It would be ideal to include comparative data, such as the evolution of km<sup>2</sup> for polygon (total, CS, BoB and individual) between past and new pieces of advice.

Revision or update of this advice shall be made in light of new and updated science and data reported to ICES, methodological developments (noting that ICES will hold VME-related workshops in 2026 and a benchmark in 2027), and further implementation of the FAO International Guidelines for the management of deep-sea fisheries in the high seas (FAO, 2009).

In addition, ICES is requested to update the Commission on its work in other sea-basins for which ICES provides VMEs advice, NEAFC waters and waters of the EU Outermost regions.

#### **Deliverable 1.1.6 Presentation of advice to ACs and EU structures**

ICES will, on request, present the advice to EU institutions and committees including the Fisheries Committee of the European Parliament, ACs and stakeholders, and other meetings organised by DG MARE. Presentations will be made by the Chair of ACOM or their designee. ICES will present an overview and matters relevant to the scientific advice, including the underlying scientific knowledge for the scientific advisory process (e.g. fish population dynamics, stock assessment and modelling approaches, concepts on reference points, developments on mixed fisheries considerations, multi-species advice and advice on data limited stocks, sensitive species and habitats advice, ecosystem approaches and the link to Good Environmental Status). Presentations will be done by either physical or online attendance to the arranged meetings. Once stakeholders request ICES to present an advice or work, ICES will endeavour to notify DG MARE in advance of any relevant presentations to ensure proper coordination.

ICES will participate, on request, in an annual meeting/seminar on scientific advice, organised by DG MARE.

#### **Work package 1.2 Quality assurance of advice deliverables**

ICES quality assurance of advisory products covers the entire chain from data collection and reporting by ICES member countries to publication of advice. ICES and its reporting member countries have taken a large number of initiatives to formalise and improve data flows and ensure the quality of advisory products. In recent years, focus has been on data quality, data pipelines, transparency and enhancement of the advisory framework, mainly through the development of guidelines and web tools.

Should DG MARE consider that the requirements set out in this Grant Agreement may not be met in specific advice documents and / or there may be consistency issues between different advice documents, it may ask ICES for written clarifications. Those written clarifications should be sent by ICES to DG MARE as soon as possible. Should DG MARE require further clarifications, ICES shall organise a meeting with DG MARE to provide further clarifications.

##### **Deliverable 1.2.1 Web based stock status (AdviceXplorer, SAG, SID, ASD, fisheriesXplorer)**

**AdviceXplorer**, Stock Assessment Graphs (SAG), Stock Information Database (SID), and Advice and Scenarios Database (ASD) online portals provide a comprehensive publicly accessible status of approximately 200 assessed stocks, including their historical performance, confidence intervals and with all supporting meta-data that ensure consistency and a means to generate new data calls based upon the most current available information. These portals also offer web services that are used by STECF and JRC. The fisheriesXplorer is a new web-based app that is intended to replace the fisheries overviews advice in the future making the advice more dynamic and explorable for end users.

##### **Deliverable 1.2.2 Web based assessment processes (Transparent Assessment Framework - TAF)**

ICES has developed and is in a process of continuous improvement the Transparent Assessment Framework – TAF. This tool aims to ensure transparency and reproducibility of all ICES assessments. ICES is working with

the community to increase routine use of TAF which contains a full description of the assessment, data used and advisory procedure for each advisory product and is maintained and updated whenever significant changes are made. Documentation of each assessment, with information on the lineage of data used in assessments, will be adequate to allow recalculation of any assessment by an external expert, with reference to publicly available web-based system for the reproduction of the assessment and advice (TAF). To facilitate access to information in TAF, ICES has developed the TAFXplorer app, which will allow less technical users to explore all the information. ICES will develop standardised TAF templates for data processing and aggregations, key assessment methods, reference points evaluations and management strategy evaluations. These templates will include standardised diagnostic, quality control and quality assurance elements. Code audits will be implemented where possible as an additional quality assurance step.

#### **Deliverable 1.2.3 Online resources on benchmarks**

ICES will publish online, on its main website, and regularly update a description of the benchmarking process and of the benchmark exercises prioritisation scheme. ICES will also publish online an overview of the planned benchmarks.

The SID online portal includes a module outlining potential benchmark tasks for all ICES stocks identified by the experts where available.

#### **Deliverable 1.2.4 RCG support and involvement**

ICES will support the implementation of the DCF by facilitating planning expert group meetings related to data collection. In particular, ICES will assist DG MARE by implementing data collection community websites supporting exchange of information between scientific experts involved in the preparation for, the work during, and the follow-up after Regional Coordination Groups (RCGs) related to the DCF. In addition, ICES should participate in RCGs by presenting and discussing, among others, the ICES data needs for the relevant region and the work carried out by relevant ICES Expert Group (EGs).

#### **Deliverable 1.2.5 End-user feedback to Liaison Meetings and STECF**

ICES will communicate to DG MARE any problems encountered with data transmitted by Member States in the framework of data calls launched by ICES. This shall in particular apply to data collected through the DCF.

ICES will provide information on the timeliness of submission, coverage and quality of collected data, relevant to the use for the advisory deliverables. The previous year's annual information will be provided to DGMARE annually. It will consist of an account of issues of DCF data transmitted to ICES. The issues should clearly identify the type of data, stock (if the data concerned is needed for fish stocks assessment), and Member State, using the above-mentioned categorisation (timeliness, coverage, quality) and be self-explanatory. ICES will indicate the impact of these shortcomings on the provision and quality of scientific advice (severity). ICES should not only provide feedback on data transmission problems concerning Member States, but also provide assistance to DG MARE in clarifying the responses of Member States to these ICES comments to the extent that these responses relate to ICES' use of the data. For data transmission issues, that require follow up by Member States, ICES will check whether the corrective actions have been taken in the following data submission and inform DG MARE the following year.

#### **Deliverable 1.2.6 Expert group reports and stock annexes**

ICES will publish online expert group reports at the same time as the corresponding advice or as soon as possible thereafter. For stock assessment working groups, ICES will also publish online stock annexes and the expert group reports will include a list of relevant stock annexes with links to these.

### **Work package 1.3 Data and information Management of advisory deliverables**

Data collection is the responsibility of ICES Member Countries, and while ICES has a clear responsibility to quality assure data used in advice it relies on national processes on which ICES has very limited influence. ICES current work on databases, data submission standards and procedures, and data processing is crucial to

assess the quality of data being provided by member countries and being used in the provision advice deliverables.

#### **Deliverable 1.3.1 Complete data records**

ICES will develop and maintain databases and tools directly used in stock assessments and other ICES assessment or advice process. A number of databases and online data portals related to the preparation, quality control, ingestion and processing of input data to Advice deliverables are used by ICES in order to make available complete data records. These systems include Fisheries dependent and independent data sources, sampling design, detailed and aggregated output data and data products, and fisheries assessment results. Examples of these portals include (but are not limited to) DATRAS (Fisheries independent), InterCatch and the RDBES (Fisheries dependent), Acoustic portal, VME database, ETP species bycatch database, etc. Management of these portals includes maintenance, product development, vocabulary management, bug fixing, user helpdesk, attending and reporting to Advice related expert group meetings, support to the RCG's and STECF meetings, and the specification and processing of data calls to relevant parties. In 2026 resources will be focused on the support of the transition from InterCatch to the RDBES.

#### **Deliverable 1.3.2 Data calls**

ICES data calls requesting data collected under the EU Regulation (EU) 2017/1004 will respect all notification periods defined in article 17 of the Regulation, and where possible additional notice will be given to Member States. Data calls requesting data collected under the EU Regulation (EU) 2017/1004 should include a reference to guarantees on personal data protection, in accordance with the Article 2 of the Regulation (EC) 2017/1004.

ICES will inform the EC on data issues significantly affecting the scientific advisory process via the annual data transmission reporting. Review of survey input and settings for each stock assessment will be done in the benchmark process, which the EC will be briefed on (Deliverable 1.2.3).

ICES should inform the EC as to the optimal timing of scientific advice to be delivered, taking into consideration the time lag for data availability and subsequent data processing, in relation to the deadline of a data call. ICES publishes its data calls on the ICES library<sup>22</sup>.

### **Work package 2: Special Requests – non-recurrent advice**

Non-recurrent advisory and other scientific or technical deliverables, training of EU institution officials and other stakeholders as agreed with DG MARE, or other activities may be requested by DG MARE. ICES will strive to fulfil such requests according to mutually satisfactory agreements between the Parties, which will specify the nature, the scope, the duration and the maximum associated costs.

Non-recurrent advisory deliverables may concern any request for advice from ICES in the context of the development and implementation of the CFP, of the MSFD (Directive 2008/56/EC) and of other EU legislation. The non-recurrent advisory deliverables are agreed with ICES and DG MARE when the need for these arise. This grant supports the scoping and development of the non-recurrent advice request by the ICES Secretariat and ACOM leadership. The remaining specified budget within the Specific Grant Agreement will be used on Special Requests to the extent this is possible. Should non-recurrent requests arise which are estimated to exceed the remaining budget for these in this agreement, ICES and DG MARE will discuss on the possibility to enlarge the budget for non-recurrent advice products. ICES will work with DG MARE to plan and deliver value for money when designing the timetable and scope of special requests.

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<sup>22</sup> [https://ices-library.figshare.com/pubtype\\_datacalls-dataoutputs\\_calls](https://ices-library.figshare.com/pubtype_datacalls-dataoutputs_calls)

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A few examples of non-recurrent advice requests:

1. the state of fish stocks and related data issues;
2. the state of the marine environment, ecosystems or specific themes relating to this question for which ICES can mobilise expertise;
3. requests related to improving the knowledge on stock identification of certain species;
4. information on by-catches of stocks with zero catch or low catch advice;
5. development and evaluation of operational management options and / or advice in relation to technical conservation measures;
6. evaluations of multi-annual plans, in particular between the EU and other ICES members, whether for a single stock or species or for a multi-stock fishery;
7. tools to allow management authorities investigate alternative catch allocation strategies e.g. seabass tool;
8. By-catch of small cetaceans in the Bay of Biscay and Iberian Coast;
9. Evaluation of the economic and social impacts of offshore renewable energy on fisheries;
10. Development of approaches for providing multiannual advice and rebuilding scenarios for ICES data categories 1 and 2 stocks;
11. providing specified training to EU officials and stakeholders;
12. identification and mediation of access to independent experts to conduct reviews of scientific documents or to provide other assistance. ICES will be responsible for identifying experts, but the product provided is solely the responsibility of the experts;
13. joint EU-UK special requests for non-recurrent advice to ICES on stocks or management issues of mutual interest including rebuilding scenarios;

### **c) Methodology to be followed/project implementation**

ICES has developed a comprehensive framework including a set of advice rules to be applied when addressing requests for advice on fishing opportunities. These conform to international agreements to which the EU is a signatory and to the objectives of the CFP. The ICES approach to advice integrates ecosystem-based management with the objective of achieving maximum sustainable yield (MSY). The aim is, in accordance with the aggregate of international guidelines, to inform policies for high long-term yields while maintaining productive fish stocks within healthy marine ecosystems. Annex 2 of the UN Fish Stocks Agreement (UN, 1995) contains guidelines for applying a precautionary approach within an MSY framework. In accordance with a precautionary approach, populations need to be maintained within safe biological limits to make MSY possible. A precautionary approach is a necessary, but not a sufficient condition for MSY.

MSY is a broad conceptual objective, aimed at achieving the highest yield over the long term. It is non-specific with respect to: (a) the biological unit to which it is applied; (b) the models used to provide scientific advice; (c) the definition of yields; and (d) the management methods used to achieve MSY. In theory, the MSY concept can be applied to an entire ecosystem, a fish community, or a single stock. ICES interpretation of MSY is maximizing the average long-term yield from a given stock while maintaining productive fish stocks within healthy marine ecosystems. In relation to MSY, ICES defines yield to be maximised as the wanted part of the catch measured in weight, i.e. the part of the catch that is landed and above any agreed minimum conservation/reference size.

Many of the models (mathematical and conceptual) used to estimate MSY and associated parameters typically assume that factors not dynamically updated within the models remain constant or vary around a historical long-term mean. However, marine ecosystems are dynamic and fish stocks could change not only in response to the fisheries, but also to changes in fishing patterns and fishing pressures on their prey or their predators as well as climate or environmental change. ICES therefore considers MSY reference points to be valid only in the medium term and to be subject to regular reviews.

To support the stock-by-stock management system, ICES provides advice on fishing opportunities and stock status for individual stocks. In addition to the single stock advice, ICES also provides mixed fisheries considerations, fisheries and ecosystem overviews, which encapsulate the technical and biological interactions between stocks at an ecoregion scale.

The advice rule applied by ICES in generating the advice on fishing possibilities depends on management strategies agreed by relevant management bodies and the information and knowledge available for the concerned stocks. If all the relevant management authorities have agreed on a management plan or strategy and the plan/strategy has been evaluated by ICES to be consistent with the precautionary approach, ICES will provide advice in accordance with the plan/strategy. If no management plan/strategy has been agreed by all relevant management parties or the agreed plan/strategy has been evaluated by ICES not to be consistent with the precautionary approach, ICES will provide advice applying the 'ICES MSY advice rule' if possible or the precautionary approach if the information on the stocks is insufficient to support the MSY rule.

ICES MSY advice rule requires a relative high level of data and knowledge on the dynamics of the stocks concerned. If the data and knowledge requirements to apply ICES MSY advice rule are not available ICES uses data limited methods based on abundance/biomass indices, life history parameters and or, catch or landings time series to provide advice. If the stock is long lived and enough data is available ICES can provide advice consistent with MSY using empirical methods; in the rest of the cases, ICES applies an advice rule that is only based on precautionary considerations.

For the purposes of identifying the advice rule to be applied when giving advice on fishing possibilities, ICES classifies the stocks into six main categories on the basis of available knowledge and data.

- Category 1 – stocks with quantitative assessments. Includes the stocks with full analytical assessments and forecasts as well as stocks with quantitative assessments based on production models with an MSE.
- Category 2 – Stocks with analytical assessments and forecasts that are only treated qualitatively as well as stocks with surplus production models, e.g. SPiCT, JABBA, without an MSE; includes stocks with quantitative assessments and forecasts which, for a variety of reasons, are considered indicative of trends in fishing mortality, recruitment, and biomass.
- Category 3 – stocks for which survey-based assessments indicate trends. Includes stocks for which survey or other indices and life history information are available that provide reliable indications of trends in stock metrics, such as total mortality, recruitment, and biomass.
- Category 4 – *Nephrops* stocks where information on possible abundance can be inferred and stocks for which a reliable time-series of catch can be used to approximate MSY. This is where there are reasonable scientific grounds to use life-history and density information from functional units to provide advice.
- Category 5 – Stocks for which either only data on landings or a short time-series of catch are available.
- Category 6 – negligible landings stocks and stocks caught in minor amounts as bycatch. Includes stocks where landings are negligible in comparison to unwanted catches and stocks that are primarily caught as bycatch species in other targeted fisheries.

For category 1 and 2 stocks ICES provides advice in accordance with agreed management plans/strategies evaluated to be consistent with the precautionary approach. If such plans/strategies are not agreed or have been evaluated by ICES not to be precautionary, ICES will give advice on the basis of the ICES MSY advice rule. In 2021 ICES began to give MSY advice for some data-limited stocks in category 3, and as capacity allows, more category 3 stocks receive MSY consistent advice each year. For the remainder of the category 3-6 stocks, where the available knowledge is insufficient to apply the ICES MSY advice rule alternative advice rules based on the precautionary approach are used. Additionally, the ICES MSY reference points for category 3 and 4 stocks are used for some stocks to provide advice on stock and exploitation status relative to MSY criteria. ICES is in the process of developing MSY advice for all stocks that are listed as target stocks in the MAPs; the possibility for such advice for 2026 is indicated by stock in Annex III.

In cases where MSY advice for target stocks (e.g. those described in the MAPs and certain pelagic stocks) cannot be provided ICES will inform requesters what limitations exist preventing the development of MSY advice.

To ensure ICES can provide the best possible advisory products, ICES science will continue to explore methodologies to assess the risks of the use of certain fishing gears and aquaculture techniques in order to minimise, to the extent possible, the negative impacts of fishing and aquaculture activities on the marine environment.

ICES shall consult closely with DG MARE, and all other requesters of advice, when considering structural revisions to the ICES approach, in particular such revisions of definitions of reference points and such revisions of the ICES MSY advice rule for stocks in ICES data categories 1 and 2. That is to ensure: (i) the continued utility of the advice to advice requesters, in the case of the EU the continued utility of the advice to the implementation of the CFP; and (ii) that advice is provided in line with the ICES advisory principles, in particular ICES advisory principles 3 and 5 (i.e. clarify objectives and risks and use best available science). If DG MARE communicates to ICES that a certain structural revision to the ICES approach being considered by it could mean that advice may partially or in its entirety become no longer useful to DG MARE, it and ICES should agree on a process to ensure that those concerns are addressed, to be conducted before the structural revision is decided on.

#### **d) Expected results and their use:**

In addition to the management advice detailed under 1.1.1 the main expected results are:

The advice should indicate the overall status of the stock in terms of biomass and exploitation rates relative to safe biological limits as defined in the CFP. Stock status in relation to MSY reference points should also be provided.

When the assessment allows this, catch scenarios shall include the following, in that order:

- a. advice in line with the ICES approach;
- b. additional scenarios, as set out under deliverable 1.1.1.
- c.  $F = F_{pa}$ ;
- d.  $F = 0$ ;
- e.  $F = F$  in interim year / year before the advice year;
- f. SSB at start of year (alt. at spawning time) after advice year =  $MSY B_{trigger}$ ;
- g. SSB at start of year after advice year =  $B_{pa}$ ;
- h. SSB at start of year after advice year =  $B_{lim}$ ;
- i. other relevant scenarios.

Advice documents shall in any case include all those scenarios, but scenarios may be marked as 'not available' or 'not calculable'.

#### **e) Arrangements for monitoring/supervision of the operation and risks involved in its implementation:**

ICES advisory process has several steps which all are agreed by the Advisory Committee and outlined in the Annual Work Programme (see section 2). The steps are the following for each advisory process:

- A request for advice is received from a client
- Data are provided to expert groups (including expert workshops) based on data calls and database contents, which then make assessments and draft a first scientific/technical response to the request
- Expert group reports are peer-reviewed by internal audits or in some cases by an external review
- In cases of assessments where the benchmark (established assessment method to be used) has been agreed upon, the reviewing is carried out within the expert group and then followed by an advice drafting group
- The expert group report together with the review is used in the advice drafting group
- Draft advice prepared by the advice drafting group is discussed and finally approved by the Advisory Committee (ACOM)
- The advice is delivered to the client by electronic communication and made available on the ICES Website

Annex III provides a detailed timeline for the provision of advice by stock.

ICES aims at producing advice based on the best available science that is characterised by quality assurance, developed in a transparent process, unbiased, independent, and is recognised by all parties as being relevant to management. The scientific basis for the advice is developed by expert groups. An advice drafting group

prepares the advice based on the findings of the expert groups. The advice prepared by the advice drafting group is finalised and adopted by ICES Advisory Committee (ACOM).

ICES operates a peer-review system. The scientific basis for responses to non-recurring requests for advice is subject to a peer-review process, before or in conjunction with the advice drafting group. For recurrent advice ICES has implemented a benchmark process in which the methods, including the data series to be used by the Expert Groups in addressing the requests, are developed. The results from the benchmarks are subjected to a peer-review process similar to the process for non-recurrent requests.

The risks involved in the implementation include: 1) late delivery of advice due to necessary updates or other reasons (i.e. corrections). Late delivery may imply that the Commission cannot use the advice for the development of its proposals. In these cases, ICES will inform the Commission as soon as a delay in the advice becomes apparent. 2) the results of the scientific stock assessment do not allow the delivery of the advice corresponding to management needs (i.e. MSY advice) due to lack of data or other methodological issues. For stocks assessed at MSY, ICES will inform DG MARE as soon as it becomes apparent that this stock will lose its MSY status in the forthcoming advice. 3) A critical risk to ICES' ability to deliver scientific advice occurs in situations where complete datasets are not available to ICES for the stocks in question. In such cases, ICES may be unable to provide advice that meets our scientific standards and quality assurance requirements. To maintain the integrity of ICES advice, we will inform requestors promptly when such circumstances prevent us from delivering comprehensive assessments and explain the specific constraints. In cases where the circumstances are already known from previous years, such as for Barents Sea stocks, ICES will continue to undertake all feasible efforts to explore alternative solutions in order to produce the best available scientific advice.

#### **f) Sustainability of the project's achievements:**

The International Council for the Exploration of the Sea (ICES) is an intergovernmental [1] marine science organization headquartered in Copenhagen, Denmark. ICES coordinates and promotes research on oceanography, the marine environment and ecosystems and living marine resources in the North Atlantic and adjacent sea areas. The main objective of ICES is to increase the scientific knowledge of the marine environment and its living resources and to use this knowledge to provide unbiased, non-political advice. ICES supports its Member Countries and international governmental organization and institutions like the European Commission, NEAFC, NASCO, NAFO, NAMMCO, OSPAR and HELCOM by providing scientific information and knowledge and advice on ecosystem, fisheries and aquaculture issues.

ICES has established a formal cooperation structure to support its work, which also ensures that the advisory requests are answered including the best available science, data and information. This formal cooperation structure relies on the ICES legal framework established by the 1964 Convention, confirmed by the 2002 Copenhagen Declaration, and cooperation dating back to 1902 with the establishment of the organization.

While advice requesters are paying for the advisory services they request from ICES, according to the 100 % cost recovery principle, our member Countries pay annual contributions to support further development of science and data, taking into account exploratory findings, innovative methods, and international developments.

[1] ICES has 19 member countries: Belgium, Canada, Denmark, Estonia, Finland, France, Germany, Iceland, Ireland, Latvia, Lithuania, the Netherlands, Norway, Poland, Portugal, Spain, Sweden, United Kingdom, and the United States of America.

**2 PLANNED DURATION OF THE ACTION (in months):**

Planned starting date: January 1<sup>st</sup> 2026, duration 12 months

**TIMETABLE FOR EACH STAGE OF THE ACTION SHOWING MAIN DATES AND EXPECTED RESULTS FOR EACH STAGE**

Activity	Semester 1						Semester 2					
	Month 1	2	3	4	5	6	7	8	9	10	11	12
Preparation Activity (Annual Work Programme establishment)	MIRA meeting	Bilateral meeting	ACOM						ACOM		Bilateral meeting	
Implementation Activity (Benchmarks)		X										
Implementation Activity (Baltic Sea advice)					Other stocks							
Implementation Activity (North Sea advice)		Sand eel		Herring and Sprat		Other stocks			Norway Pout	Nephrops stocks		
Implementation Activity (Northern and Southern shelves stocks)				Sprat 7de		X						
Implementation Activity (Bay of Biscay stocks)						X				Nephrops stocks		
Implementation Activity (Deep-water stocks)						X						

Implementati on Activity (Celtic Sea stocks)				Herring and sprat		Other stocks				Nephrops stocks		
Implementati on Activity (Mixed fisheries advice)											X	
Implementati on Activity (Southern Horse mackerel, anchovy, sardine stocks)						Ancho vy in 9a, Southe rn Horse mackerel						Bay of Bisca y, other sardi ne and anch ovy stock s
Implementati on Activity (Data needs, quality, timeline, datacalls, end-user feedback)								X	X	X		
Implementati on Activity (Bycatch advice)											X	
Implementati on Activity (Elasmobranch stocks)										X		
Implementati on Activity (Widely distributed stocks)									Other stock s		Eel	
Implementati on Activity (Nephrops stocks)										X		

Implementati on Activity (Fisheries Overview)										X	
Implementati on Activity (Ecosystem Overview)								X			
Implementati on Activity (Aquaculture Overview)											
Implementa tion Activity (Seabass tool)											
Implementa tion Activity (Vulnerable Marine Ecosystems (VMEs))								X			

ACH

**ESTIMATED BUDGET**

**(First page of Annex 2 is not included in this version)**

**Budget assumptions ICES Grant Agreement Application January 1 – December 31, 2026**

1. Personnel Costs:

The personnel costs are based on estimates of percentage of time spent on the action. The actual costs reported will be based on the number of hours registered on the action in the ICES timekeeping system, Agresso, multiplied by an actual hourly salary rate based on salary, pension, social costs and health insurance.

*1.1 Recurrent Advice:*

Personnel involved with the recurrent advice consists of the Head of Advice Department, the ACOM Leadership (Chair and Vice-Chairs) and other relevant staff within the Advice, Data and Science sections.

Head of Advice Department coordinates all advisory related work in the ICES Secretariat and is the main contact point for clients concerning requests for advice, clarifications, etc. The Head of Advice Department outlines the framework for advice in collaboration with the Advisory Committee (ACOM) and is part of the ACOM Leadership.

ACOM Leadership consists of one full time chair and several vice-chairs each employed on part time corresponding to 38% of a full time equivalent. The salary costs for the ACOM Chair will be based on a full time position excluding time spend on other projects and agreements. The salary costs for the Vice-Chairs will be based on the full remuneration in accordance with the employment contract as the Vice-Chairs dedicate all their time paid by ICES to the Advice process. The ACOM Leadership is the day-to-day operational management of ACOM and it outlines the suggested responds to requests for advice from ICES member countries, international commissions and organizations, and fisheries and ecosystem management bodies. It should be noted that one Vice-Chair's employment is made through a collaboration agreement with the Vice-Chairs Canadian employeer. This is made to ensure the Vice-Chair keeps the status with the Vice Chairs employer<sup>1</sup>. The contract is valid January 2025 through December 2027 corresponding to the period the Vice Chairs is appointed by ACOM

1 CANADA – INTERNATIONAL COUNCIL FOR THE EXPLORATION OF THE SEA

COLLABORATIVE AGREEMENT signed 20 February , 2025

The staff in advice lead the advisory processes while ensuring that the advice is produced by experts following the framework set by ACOM. They audit and decides with experts on

methods, approach etc. They facilitate QA of data input, assessments and is the link between ACOM and expert groups. They manage the advice processes from start to end.

The Advice staff also act as a link between experts, in particular expert group chairs as well as the groups and ACOM. They format all advice to the ICES standard, ensure timely delivery of advice and manage documents on Sharepoint and support the ACOM leadership. The Advice staff also secure the quality of the advice by proof-reading all advice before being delivered. The Advice staff develops the quantitative side of the Ecosystem Overviews and Fisheries Overviews and maintains the databases holding data on fish stocks.

#### *1.1.1. Sub-contracting Personnel Recurrent Advice:*

The ICES expert community have difficulties in prioritising ICES tasks and in these cases, ICES may pay institutes for making their staff available for ICES tasks. In these cases ICES pay a fee to the institute or the staff directly for providing consultant assistance to ICES.

#### *1.2 Administration and support:*

The Administrative and support staff consists of the administrative, communications and IT resources required to deliver in accordance with the purpose of the action.

The administrative staff contribute with project management in relation to making sure the resources are spent in accordance with the intention of the budget and the Annex I of the Specific Grant Agreement. This covers amongst other tasks following up on total salary costs, managing travel costs for the different advice drafting-and expert groups and following up on other costs directly attributable to the action to make sure they comply with the financial regulations. Further, the administrative staff ensure that the required facilities are in place for meetings held in relation to the action such as making sure the relevant IT hardware and software facilities are available for the meetings and deliver technical support during meetings.

The IT Staff manage and maintain the Share Point sites for the relevant advice and working groups and manage and maintain the servers and storage facilities used to host data relevant to the agreement. The IT staff support IT software and hardware used in meetings relating to Advice together with the administrative staff.

The communications function manage advice and advisory related information on the ICES website and maintain the ICES library function facilitating traceability of past advice, manage advice expert group web pages and document repositories containing manuals and technical guidelines which are referred to and used in the advisory process, write and publish advice

related news and advice explainers on the ICES website and share advice releases, advice related news and advice explainers on ICES social media channels.

Virtual meetings continue to substitute in-person meetings, and it is expected to continue to have an increased need for technical personnel to support virtual meetings in 2025. During 2020-2024 it has proven necessary to have increased personal costs in order to facilitate the online meetings.

### *1.3. Regional Database*

The data and advice staff manage a number of regional databases related to the preparation, quality control, ingestion and processing of input data to Advice. Further, staff establish tools facilitating quality assurance procedures, and other issues necessary to uphold the provision of ICES advice as transparent, legitimate, non-biased, and based on best available science.

#### *1.3. Specific DG MARE management*

Managing the DG MARE grant requires specific skills and time compared to other MoUs. The contribution to this end of the General Secretary and other key staff consists of the overall managing of the Advice programme as well as representing the ICES advisory framework to outside stakeholders. Finance staff takes care of all specific management tasks related to budget, reporting to donor preparation, quality control and delivery of audit material for the external audit of the grant.

#### *1.1-1.4 Quality Assurance:*

Quality assurance of the Advice is a continuous process, and relies on a number of technical systems as well as interactions with coordinating bodies to ensure Advice is delivered to an acceptable level of quality. The Data and Advice staff manage the Stock Assessment Graphs and Stock Information Database online portals to provide a comprehensive status of assessed stocks, with all supporting meta-data that ensure consistency and a means to generate new data calls based upon the most current available information. Confidence in the data and parameters used within an assessment are partly handled through the data systems (see next section), but in addition the Transparent Assessment Framework has been developed to have a more systematic and programmatic tool for recalculating an assessment, and also to making the modelling methods and assumptions more transparent to have a clearer labelling of the confidence in the Advice.

Further deliveries from Advice and Data staff under quality assurance include:

- Planning and executing benchmarks, which includes managing the setup of the data call, meetings and report of such a process

- Providing feedback to the Regional Coordination Groups (RCG), which involves compiling information from expert groups, databases and Advice, and then synthesizing this into documents and presentations delivered at the RCG meetings
- Collation and reporting on data transmission issues to JRC/STECF database.

#### *1.1.-1.4 Data and Information Management:*

The data and advice staff manage a number of databases and online data portals related to the preparation, quality control, ingestion and processing of input data to Advice. These systems are integral to the Advice process, and include Fisheries dependent and independent data sources, sampling design, detailed and aggregated output data and data products, and fisheries assessment results. Examples of these portals include (but are not limited to) DATRAS, RDBES, Transparent Assessment Framework, Stock Assessment Graphs, Stock Information Database). Management of these portals includes maintenance, product development, vocabulary management, bug fixing, user helpdesk, attending and reporting to Advice related expert group meetings, support to the RCG's and STECF meetings, and the specification and processing of data calls to relevant parties.

#### 2. Travel and meeting costs:

The budget is based on the forecast pre Covid-19 restriction expecting to be back to more physical meetings.

For physical meetings, ICES pays for travel and per diem costs for the ICES staff involved in Advice. ICES pays for travel and per diems for the participants in ACOM Advice Drafting Groups related to recurrent advice and for the ACOM Vice-Chairs and Chair as well as for the Chair and invited experts of the periodic Benchmark Groups. If physical meetings are required for Review Groups ICES pays for travel

and per diem. Travel costs include travel for the ACOM Leadership in relation to dissemination among ACs and EU institutions.

All travel expenses claimed will be in accordance with the ICES Rules regarding Travel and Subsistence Allowances.

On rare occasions it is needed to rent outside meeting facilities and the costs for these will be based on the actual costs for renting the meeting facilities.

#### 1.5, 1.6 and 2.3 Special requests:

The budget is split into personnel costs, honoraria and other costs. The number and scope of the special requests will vary from year to year. During the course of the year, this figure can

be adjusted according to uptake of budget under all budget lines as done in previous agreements.

The actual personnel costs reported for special requests will be based on the number of actual hours registered in the time keeping system for each request multiplied by the hourly salary rate. This also includes time for capacity building to ensure sufficient resources for special requests which can amount up to 25% of the budgeted staff resource needs (budget line 1.5) per year, if the number of requests received does not sufficiently meet the budget. The actual costs for honoraria and travel will be based on the total expenses incurred during the year in relation to the special requests. Travel expenses claimed will be in accordance with the ICES Rules regarding Travel and Subsistence Allowances.

The costs will be for both completed as well as ongoing requests during the budget period.

1.7, 2.5 and 2.6 ICES ASC Side event:

The budget is split into personnel costs, travel and meeting costs.

The actual personnel costs reported for the ICES ASC Side event will be based on the number of actual hours registered in the time keeping system for for staff organizing the event multiplied by the hourly salary rate.

The actual costs for travel will be based on the total expenses for invited speakers (including potential honoraria), 1 extra per diem and hotel cost for ICES Staff and ACOM chairs participating in the event. Travel expenses claimed will be in accordance with the ICES Rules regarding Travel and Subsistence Allowances.

Meeting cost will cover cost for catering, professional photographer and rent of AV equipment.

3.1 Costs for IT infrastructure:

The Advice activities are supported by the necessary IT infrastructure. The costs for IT infrastructure consist of costs for servers, storage facilities for SharePoint, network facilities, skype/webex facilities, backup facilities, software licences and printing facilities. The costs allocated to Advice is based on a share of the total costs. The share allocated to Advice will be based on the actual participants in meetings held for the printer facilities, the actual share of SharePoint sites dedicated to Advice and the actual number of conference participants on WebEx meetings relating to Advice.

From 2026 the costs are affected by the increased need for cyber security measuers to ensure a safe IT environment.

3.2 Audit:

The budget includes estimated costs for an audit fee for the final grant audit.

## SPECIFIC RULES

### CONFIDENTIALITY AND SECURITY (— ARTICLE 13)

#### **EU classified information**

If EU classified information is used or generated by the action, it must be treated in accordance with the security classification guide (SCG) and security aspect letter (SAL) set out in Annex 1 and Decision 2015/444<sup>23</sup> and its implementing rules — until it is declassified.

Deliverables which contain EU classified information must be submitted according to special procedures agreed with the granting authority.

Action tasks involving EU classified information may be subcontracted only with prior explicit written approval from the granting authority and only to entities established in an EU Member State or in a non-EU country with a security of information agreement with the EU (or an administrative arrangement with the Commission).

EU classified information may not be disclosed to any third party (including participants involved in the action implementation) without prior explicit written approval from the granting authority.

### ETHICS (— ARTICLE 14)

#### **Ethics**

Actions involving activities raising ethics issues must be carried out in compliance with:

- ethical principles

and

- applicable EU, international or national law, including Directive 98/58<sup>24</sup>, Regulation 1099/2009<sup>25</sup>, and Regulation 889/2008<sup>26</sup>.

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<sup>23</sup> Commission Decision 2015/444/EC, Euratom of 13 March 2015 on the security rules for protecting EU classified information (OJ L 72, 17.3.2015, p. 53).

<sup>24</sup> Council Directive 98/58/EC of 20 July 1998 concerning the protection of animals kept for farming purposes (OJ L 221, 8.8.1998, p. 23)

<sup>25</sup> Council Regulation (EC) No 1099/2009 of 24 September 2009 on the protection of animals at the time of killing (OJ L 303, 18.11.2009, p. 1)

<sup>26</sup> Commission Regulation (EC) No 889/2008 of 5 September 2008 laying down detailed rules for the implementation of Council Regulation (EC) No 834/2007 on organic production and labelling of organic products with regard to organic production, labelling and control (OJ L 250, 18.9.2008, p. 1).

The beneficiaries must pay particular attention to the principle of proportionality, the need to ensure protection of the environment and high levels of animal welfare and human health protection.

Before the beginning of an action task raising an ethical issue, the beneficiaries must have obtained all approvals or other mandatory documents needed for implementing the task, notably from any (national or local) ethics committee or other bodies.

The documents must be kept on file and be submitted upon request by the coordinator to the granting authority. If they are not in English, they must be submitted together with an English summary, which shows that the documents cover the action tasks in question and includes the conclusions of the committee or authority concerned (if any).

### **INTELLECTUAL PROPERTY RIGHTS (IPR) — BACKGROUND AND RESULTS — ACCESS RIGHTS AND RIGHTS OF USE (— ARTICLE 16)**

#### **List of background**

The beneficiaries must, where industrial and intellectual property rights (including rights of third parties) exist prior to the Agreement, establish a list of these pre-existing industrial and intellectual property rights, specifying the rights owners.

The coordinator must — before starting the action — submit this list to the granting authority

#### **Rights of use of the granting authority on results for information, communication, dissemination and publicity purposes**

The granting authority also has the right to exploit non-sensitive results of the action for information, communication, dissemination and publicity purposes, using any of the following modes:

- **use for its own purposes** (in particular, making them available to persons working for the granting authority or any other EU service (including institutions, bodies, offices, agencies, etc.) or EU Member State institution or body; copying or reproducing them in whole or in part, in unlimited numbers; and communication through press information services)
- **distribution to the public** in hard copies, in electronic or digital format, on the internet including social networks, as a downloadable or non-downloadable file
- **translation** (including inserting subtitles/dubbing) in all official languages of EU
- **storage** in paper, electronic or other form
- **archiving** in line with applicable document-management rules
- the right to authorise **third parties** to act on its behalf or sub-license to third parties, including if there is licensed background, any of the rights or modes of exploitation set out in this provision
- **processing**, analysing, aggregating the results and **producing derivative works**

- **disseminating** the results in widely accessible databases or indexes (such as through 'open access' or 'open data' portals or similar repositories), whether free of charge or not.

The beneficiaries must ensure these rights of use for the whole duration they are protected by industrial or intellectual property rights.

If results are subject to moral rights or third party rights (including intellectual property rights or rights of natural persons on their image and voice), the beneficiaries must ensure that they comply with their obligations under this Agreement (in particular, by obtaining the necessary licences and authorisations from the rights holders concerned).

## **COMMUNICATION, DISSEMINATION AND VISIBILITY (— ARTICLE 17)**

### **Additional communication and dissemination activities**

The beneficiaries must engage in the following additional communication and dissemination activities:

- **present the project** (including project summary, coordinator contact details, list of participants, European flag and funding statement and project results) on the beneficiaries' **websites** or **social media accounts**
- upload the public **project results** to the ICES online library.

## **SPECIFIC RULES FOR CARRYING OUT THE ACTION (— ARTICLE 18)**

### **EU restrictive measures**

The beneficiaries must ensure that the EU grant does not benefit any affiliated entities, associated partners, subcontractors or recipients of financial support to third parties that are subject to restrictive measures adopted under Article 29 of the Treaty on the European Union (TEU) or Article 215 of the Treaty on the Functioning of the EU (TFEU).

## **GRANTS MANAGED OUTSIDE THE FUNDING & TENDERS PORTAL**

For grants managed outside the Funding & Tenders Portal (see Data Sheet, Point 1):

- communications (Article 36) must not be made through the Portal, but on paper or by e-mail to the following addresses:
  - for the beneficiary:

#### **ICES -International Council on the Exploration of the Sea**

Dr. Sarah-Louise Millar, Head of the Advice Department  
H.C. Andersens Boulevard 44-46, 1553, Copenhagen V, Denmark

[sarah-louise.millar@ices.dk](mailto:sarah-louise.millar@ices.dk)

[advice@ices.dk](mailto:advice@ices.dk)

- for the granting authority : [MARE-SCIENTIFIC-ADVICE@ec.europa.eu](mailto:MARE-SCIENTIFIC-ADVICE@ec.europa.eu)  
[Nicolas.STURARO@ec.europa.eu](mailto:Nicolas.STURARO@ec.europa.eu)

- communications must be made in writing and clearly identify the grant agreement (project number and acronym)
- formal notifications must be either sent by:
  - o registered post with proof of delivery to the addresses above and will be considered to have been received either on the delivery date registered by the postal service or the deadline for collection at the post office,
  - o e-mail using qualified electronic signature within the meaning of Regulation (EU) No 910/2014 (eIDAS Regulation).
- standardised deliverables (Article 21.1) are not set out in the Portal Continuous Reporting tool, but in Annex 1; they must not be uploaded in this tool, but sent to the granting authority on paper or by e-mail using qualified electronic signature within the meaning of Regulation (EU) No 910/2014 (eIDAS Regulation)” (as formal notification)
- periodic reports and financial statements (Article 21.2) are not signed and submitted through the Portal Periodic Reporting tool, but must be sent to the granting authority on paper or by e-mail to the functional mailbox using qualified electronic signature within the meaning of Regulation (EU) No 910/2014 (eIDAS Regulation)” (as formal notification)
- amendments and supporting documents (Article 39) are not encoded and signed in the Portal Amendment tool, but must be signed on paper or using the qualified electronic signature within the meaning of Regulation (EU) No 910/2014 (eIDAS Regulation) and sent to the granting authority (as formal notification); the same is true for accession forms (Articles 40 and 41).

However, the following rules still apply:

- \* information stored in the Participant Register must be kept up to date (Article 19.2)
- \* the templates published on Portal Reference Documents (Articles 21, 22 and 24) can be used
- \* data processing by the granting authority is subject to the Portal Privacy Statement (Article 15).

ALH

Annex 6

Stock Name	Stock key label	Stock category	Year of next assessment	Periodicity (in years)	Month of release	Advice category for 2026; for MSY ranges	EG	COMMENT	Target stock according to MAP	MAP2 COMMENT (LAST YEAR)	MAP2 COMMENT (January-February 2026)
Angel shark ( <i>Squalina squatina</i> ) in subareas 1-1Q, 12 and 14 (the Northeast Atlantic and adjacent waters)	agn.27.nea	6.3	2027	4	October	PA	WGEP				
Affonions (Boys spp.) in subareas 1-10, 12 and 14 (the Northeast Atlantic and adjacent waters)	all.27.nea	5.2	2026	2	June	PA	WGDEEP				
Arctovoy ( <i>Encyrtus encrasicolus</i> ) in Subarea B (Bay of Biscay)	ane.27.b	1	2026	1	December	MP	WGHAFSA				The advice to be based on the 15% MSY advice rule.
Anchovy ( <i>Engraulis encrasicolus</i> ) in Division 9 a South (Atlantic Iberian waters)	ane.27.9aS	1	2026	1	December	MSY	WGMASFA				If possible, advice should be published in time before the December Council of Ministers, i.e. at the latest in the first week of October and preferably at the end of November.
Anchovy ( <i>Engraulis encrasicolus</i> ) in Division 9 a West (Atlantic Iberian waters)	ane.27.9aW	1	2026	1	June	MSY	WGMASFA				If possible, advice should be published in time before the December Council of Ministers, i.e. at the latest in the first week of December and preferably at the end of November.
Arglerfish ( <i>Lophius budegassa</i> , <i>Lophius piscatorius</i> ) in Subareas 4 and 6, and Division 3 a (North Sea, Rockall and West of Scotland, Skagerrak and Kattegat)	anf.27.3a46	1	2026	1	June	MSY	WGCSE		X		
Black-bellied arglerfish ( <i>Lophius budegassa</i> ) in Subarea 7 and divisions 8 a,b and 8 d (Celtic Seas, Bay of Biscay)	anf.27.78abd	1	2026	1	June	MSY	WGBIE		X		
Black-bellied arglerfish ( <i>Lophius budegassa</i> ) in divisions 8c and 9 a (Cantabrian Sea, Atlantic Iberian waters)	anf.27.8c9a	1	2026	1	June	MSY	WGBIE	2025 annual advice consideration for multiannual advice	X		Multiannual advice is to be considered after publication of Part 2 of the multiannual advice proposal report.
Greater silver smelt ( <i>Argentina silus</i> ) in subareas 1, 2, and 4, and m Division 3 a (Northeast Arctic, North Sea, Skagerrak and Kattegat)	aru.27.132a4	3.11	2026	2	June	MSY	WGDEEP				
Greater silver smelt ( <i>Argentina silus</i> ) in divisions 5b and 6 a (Arctic, Barents and West of Scotland)	aru.27.5b6a	1	2026	1	June	MSY	WGDEEP				
Greater silver smelt ( <i>Argentina silus</i> ) in subareas 7-10 and 12, and Division 6 b (other areas)	aru.27.6b7-1012	3.21	2027	2	June	MSY	WGDEEP				
Blue ling ( <i>Molva dypterygia</i> ) in Subarea 14 and Division 5 a (East Greenland and related waters)	bl.27.5a14	3.3	2026	2	June	MSY	WGDEEP				
Blue ling ( <i>Molva dypterygia</i> ) in subareas 6, 7, and 12 and in Division 5 b (Celtic Seas, western Hatzon Bank, and related waters)	bl.27.5b6712	1	2026	2	June	MSY	WGDEEP		X		
Blue ling ( <i>Molva dypterygia</i> ) in subareas 1, 2, and 4 and in Division 3 a (Northeast Arctic, North Sea, Skagerrak and Kattegat)	bl.27.123a4	5.3	2028	4	June	PA	WGDEEP				
Brill ( <i>Scophthalmus rhombus</i> ) in subdivisions 2 2-32 (Baltic Sea)	bl.27.22-32	3.3	2027	2	May	PA/Stock status only	WGBFAS				
Brill ( <i>Scophthalmus rhombus</i> ) in Subarea 4 and divisions 3 a and 7 d-e (North Sea, Skagerrak and Kattegat, South Channel)	bl.27.3a7de	2.1	2026	1	June	MSY	WGNVSK				
Boarfish ( <i>Cynoscion</i> spp.) in subareas 6-8 (Celtic Seas, English Channel, and Bay of Biscay)	boc.27.6-8	1	2026	1	September	MSY	WGWIDE				
Black scabbardfish ( <i>Aphanopus carbo</i> ) in subareas 1, 2, 4-6, 10, and 14 and divisions 3 a, 9 a, and 12 b (Northeast Atlantic and Arctic Ocean)	bsf.27.nea	3.2	2027	2	June	PA	WGDEEP	In 2024 (rollover) advice was only given for one year - 2025. This stock is being benchmarked and new advice will be produced in 2025.	X		
Basking shark ( <i>Cetorhinus maximus</i> ) in Subareas 1-10, 12 and 14 (the Northeast Atlantic and adjacent waters)	bsk.27.nea	6.3	2027	4	October	PA	WGEP				
Seabass ( <i>Dicentrarchus labrax</i> ) in Divisions 4 b c, 7 a, and 7 d-h (central and southern North Sea, Irish Sea, English Channel, Bristol Channel, and Celtic Seas)	bss.27.4bc7ad-h	1.3	2026	1	June	MSY	WGCSE	The stock should move to WGDEEP in 2026 to better align the advice process with seabass fish.	X		
Seabass ( <i>Dicentrarchus labrax</i> ) in divisions 6 a, 7 b, and 7 j (West of Scotland, West of Ireland, eastern part of southwest of Ireland)	bss.27.6a7b)	6.3	2026	3	June	PA	WGCSE		X		
Seabass ( <i>Dicentrarchus labrax</i> ) in divisions 8 a-b (northern and central Celtic Seas)	bss.27.8ab	1	2026	1	June	EO/MAP	WGBIE		X		
Seabass ( <i>Dicentrarchus labrax</i> ) in divisions 8 c and 9 a (southern Bay of Biscay and Atlantic Iberian waters)	bss.27.8c9a	5.3	2028	3	June	PA	WGBIE		X		
Flounder ( <i>Platichthys solemdali</i> ) in subdivisions 27 and 29-32 (northern central and northern Baltic Sea)	bna.27.2729-32	3.2	2026	2	May	PA/Stock status only	WGBFAS				Catch advice to be provided as soon as possible.
Flounder ( <i>Platichthys</i> spp.) in subdivisions 24 and 25 (west of Bornholm and southwestern central Baltic)	bna.27.2425	3.3	2026	2	May	PA/Stock status only	WGBFAS				Catch advice to be provided as soon as possible.
Flounder ( <i>Platichthys</i> spp.) in subdivisions 26 and 28 (east of Gotland and Gulf of Gdansk)	bna.27.2628	3	2026	2	May	PA/Stock status only	WGBFAS				Catch advice can be provided for 2027 based on category 2/ANCI.
Cod ( <i>Gadus morhua</i> ) in subareas 1 and 2 (Northeast Arctic)	cod.27.1-2	1	2026	1	June	MSY/PA	APW/G	Stocks frozen (2022) in temporary suspension of Russia due to the war in Ukraine impacts ICES ability to provide advice for this stock.			The ability of ICES to produce the advice is dependent on the data, dependent on the data provided to ICES and independent from Russia's ICES membership. If Russia does not provide data, ICES should continue to undertake all feasible efforts to explore alternative solutions in order to produce the best available scientific advice.
Cod ( <i>Gadus morhua</i> ) in Subdivision 21 (Kattegat)	cod.27.21	3.2	2026	2	June	PA	WGBFAS	Under consideration for multiannual advice			
Cod ( <i>Gadus morhua</i> ) in subdivisions 22-24, western Baltic stock (western Baltic Sea)	cod.27.22-24	3	2027	2	May	PA	WGBFAS	MSY advice currently not possible. Under consideration for multiannual advice. Baseline advice provided, following the harvest control rule. Rib rule to be tested in 2025.	X		
Cod ( <i>Gadus morhua</i> ) in subdivisions 24-32, eastern Baltic stock (eastern Baltic Sea)	cod.27.24-32	3	2026	2	May	PA	WGBFAS	MSY advice currently not possible. Under consideration for multiannual advice	X		
Cod ( <i>Gadus morhua</i> ) in Subarea 4, Division 7 d, and Subdivision 20 (North Sea, eastern English Channel, Skagerrak)	cod.27.46a7d20	1	2026	1	October	MSY	WGNVSK	To allow Tiger Team to complete its work, stock area no longer corresponds to MAP stock with the vessel.			
Cod ( <i>Gadus morhua</i> ) in Division 6 b (Rockall)	cod.27.6b	6.3	2028	3	June	PA	WGCSE				
Blind cod ( <i>Gadus morhua</i> ) in Division 7 a (fish sea)	cod.27.7a	1	2026	1	June	MSY	WGCSE		X		
Cod ( <i>Gadus morhua</i> ) in divisions 7 e-k (eastern English Channel and southern Celtic Seas)	cod.27.7e-k	1	2026	1	June	MSY	WGCSE		X		

Rule 6: Listed for benchmark in 2027 or 2028 after which catch advice can be provided as soon as possible.

Rule 6: Catch advice can be provided for 2027 based on category 2/ANCI.

ACH

Stock Name	Stock key label	Stock category	Year of assessment	Periodicity (in years)	Month of assessment	Advice category for 2026 (or MSY range)	EG	COMMENT	Target stock according to MAP	MAP COMMENTS (LAST YEAR)	MAP COMMENTS (4th QUARTER FEBRUARY 2024)
Portuguese sardine ( <i>Centrosomus coereptus</i> ) in subareas 1-10, 12 and 14 (the Northeast Atlantic and adjacent waters)	cyb.27.nea	B.3	2027	4	October	PA	WGEF	change in name: the name of the advice sheet is as shown in yellow (only onespecies)			
Dab ( <i>Limanda limanda</i> ) in subareas 22-33 (Baltic Sea)	dob.27.22-32	3.2	2027	2	May	PA/Stock status only	WGPFAS				Ruth F. listed for benchmark in 2027. Intention to redefine the stock as sub 27.3.123
Dab ( <i>Limanda limanda</i> ) in Subarea 4 and Division 3 e (North Sea, Skagerrak and Kattegat)	dob.27.3a4	3.22	2028	3	June	MSY	WGNSSK				
Spurdog ( <i>Stenotele acanthias</i> ) in Subareas 1-10, 12 and 14 (the Northeast Atlantic and adjacent waters)	ogs.27.nea	1	2026	3	October	MSY	WGEF				
European eel ( <i>Anguilla anguilla</i> ) throughout its natural range	ele.27.27.aaa	3.14	2026	1	November	PA	WGEEL				
Flounder ( <i>Platichthys flesus</i> ) in subdivisions 22 and 23 (Both Seas and the Sound)	flc.27.2223	7	2026	2	May	PA/Stock status only	WGPFAS				Ruth F. in the process of being redefined as flc.27.22.23 after the WGNA/PLM/PC1 2026 biennial. Catch advice can be provided for 2027 based on (MSY) 27.23.123
Flounder ( <i>Platichthys flesus</i> ) in Subarea 4 and Division 3 a (North Sea, Skagerrak and Kattegat)	flc.27.3a4	3.22	2027	3	June	MSY	WGNSSK				
Loose (Callinectes sapidus) in subareas 1-10, 12 and 14 (the Northeast Atlantic and adjacent waters)	gag.27.moa	5.2	2027	4	October	PA	WGEF				
Greater forstery (Phoxinus phoxinus) in subareas 1-10, 12 and 14 (the Northeast Atlantic and adjacent waters)	gfb.27.nea	3.2	2027	2	June	PA	WGDEP				
Greenland halibut ( <i>Reinhardtus hippoglossoides</i> ) in subarea 1 and 2 (Northeast Arctic)	ghl.27.1-2	1	2025	2	June	PA	AFWG	Council decision (2022) for temporary suspension of Russia due to the war in Ukraine impacts ICES ability to provide advice for this stock.			The ability of ICES to produce the advice is dependent on Russia's decision to not send fisheries data to ICES and independent from Russia's ICES membership. If Russia does not provide data, ICES should continue to undertake all feasible efforts to explore alternative solutions in order to produce the best available scientific advice.
Greenland halibut ( <i>Reinhardtus 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	1	2024	3	June	MSY	NWWG				
Grey gurnard ( <i>Eutrigla gurnardus</i> ) in Subarea 4 and divisions 7 d and 3 a (North Sea, eastern English Channel, Skagerrak and Kattegat)	gug.27.3a47d	3.23	2026	2	June	PA	WGNSSK				
Leafscale gulper shark ( <i>Centrophorus squamosus</i> ) in subareas 1-10, 12 and 14 (the Northeast Atlantic and adjacent waters)	gug.27.moa	6.3	2027	4	October	PA	WGEF				
Red gurnard ( <i>Ctenodon tobianus</i> ) in subarea 3-8 (Northeast Atlantic)	gur.27.3-8	3	NA	2	September	PA	WGWIDE	ICES is currently unable to provide quantitative advice for this stock due to unreliable catch data.			
Haddock ( <i>Melanogrammus aeglefinus</i> ) in subareas 1 and 2 (Northeast Arctic)	had.27.1-2	1	2024	1	June	MSY	AFWG	If Russia does not provide data, ICES should consider to assess to assess the advice. Alternatively, the estimated catch of producing the advice should be referred to NEAFC and DG MARE.			The ability of ICES to produce the advice is dependent on Russia's decision to not send fisheries data to ICES and independent from Russia's ICES membership. If Russia does not provide data, ICES should continue to undertake all feasible efforts to explore alternative solutions in order to produce the best available scientific advice.
Haddock ( <i>Melanogrammus aeglefinus</i> ) in Subarea 4, Division 6 a, and Subdivision 20 (North Sea, West of Scotland, Skagerrak)	had.27.46a20	1	2026	1	June	MSY	WGNSSK		x		
Haddock ( <i>Melanogrammus aeglefinus</i> ) in Division 6 b (Rockall)	had.27.6b	1	2026	1	June	MSY	WGCSE		x		
Haddock ( <i>Melanogrammus aeglefinus</i> ) in Division 7 a (Inish Sea)	had.27.7a	5	2026	1	June	MSY	WGCSE	This stock was down graded to Category 5 in 2025. ICES will work with the experts to resolve the issues detected but ICES is dependent on national institutes investing time for suitably qualified and experienced experts to restore the Cat 1 assessment before WGCSE in May 2026. If this is not possible the Cat 5 advice may need to be rolled over for another year.	x		
Haddock ( <i>Melanogrammus aeglefinus</i> ) in Divisions 7 b k (southern Celtic Sea and English Channel)	had.27.7b-k	1	2026	1	June	MSY	WGCSE		x		
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.27.1-24514a	1	2026	1	September	MP	WGWIDE				
Herring ( <i>Clupea harengus</i> ) in subdivisions 20-24, spring spawners (Skagerrak, Kattegat, and western Baltic)	her.27.20-24	1,2	2026	1	April	MSY	HAWG	Current advice is zero catch	x		
Herring ( <i>Clupea harengus</i> ) in subdivisions 25-29 and 32, excluding the Gulf of Riga (central Baltic Sea)	her.27.25-2932	1	2026	1	May	EDMP	WGPFAS		x		
Herring ( <i>Clupea harengus</i> ) in Subdivision 28.1 (Gulf of Riga)	her.27.28	1	2026	1	May	EU MAP	WGPFAS	Under consideration for multiannual advice	x		Multiannual advice is to be considered after publication of Part 2 of the multiannual advice special request
Herring ( <i>Clupea harengus</i> ) in Subdivisions 30 and 31 (Gulf of Bothnia)	her.27.3031	1	2026	1	May	EDMP	WGPFAS		x		
Herring ( <i>Clupea harengus</i> ) in Subarea 4 and divisions 3 a and 7 d, autumn spawners (North Sea, Skagerrak and Kattegat, eastern English Channel)	her.27.3a47d	1	2026	1	April	MSY	HAWG	SR using the LTMS issued in 2025			
Herring ( <i>Clupea harengus</i> ) in Division 6 a North (North of 56°00'N and East of 07°00'W), autumn spawners (West of Scotland)	her.27.6aN	3.22	2026	1	April	MSY	HAWG				
Herring (Western Channel and Bristol Channel)	her.27.7ef	5	2027	2	June	PA					
Herring ( <i>Clupea harengus</i> ) in divisions 7 a South of 52°30'N, 7 g-h, and 7 j-k (Irish Sea, Celtic Sea, and southwest of Ireland)	her.27.7gh	1	2026	1	April	MSY	HAWG				
Herring ( <i>Clupea harengus</i> ) in Division 7 a North of 52°30'N (Irish Sea)	her.27.7hrs	1	2026	1	April	MSY	HAWG				

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Stock Name	Stock key label	Stock category	Year of next assessment	Periodicity (in years)	Month of release	Advice category for advice issued in 2026; for MSY, please	EQ	COMMENT	Target stock according to MAP	MARK COMMENT (LAST YEAR)	MARK COMMENT (12 month forecast)
Hake (Merluccius merluccius) in subareas 4, 6, and 7, and divisions 3 a, B a-b, and 8 d, Northern stock (Greater North Sea, Celtic Seas, and the northern Bay of Biscay)	Nke.27.3a46-8abd	I	2026	1	June	MSY	WGBIE		*		
Hake (Merluccius merluccius) in divisions 8 c and 9 a, Southern stock (Iberian Sea and Atlantic Iberian waters)	hke.27.8c9a	I	2026	1	June	EUMAP	WGBIE		*		
Horse mackerel (Trachurus trachurus) in Subarea 8 and divisions 2 a, d, e, 3 a, 6 a, 7 a and 8 c (the northeast Atlantic)	hom.27.2a3a4a5b6 a7a-c-8a	I	2026	1	September	MSY	WGWIDE				
Horse mackerel (Trachurus trachurus) in divisions 3 a, 4 b-c, and 7 d (Skagerrak and Kattegat, southern and eastern North Sea, eastern English Channel)	hom.27.4bc7d	I	2026	1	September	MSY	WGWIDE				The EU and UK note that ICES are planning to commence a technical fishery in 2025. ICES should please give advice for catches of Trachurus mediterraneus (Mediterranean horse mackerel) and Trachurus picturatus (Blue Jack mackerel) including possible stock boundaries if appropriate, possibly as an additional Tott in the benchmark. The EU and UK would like this information in order to improve management and sustainability of these stocks and whether they can be exploited. (MARK comment: as noted in the ICES reply, we are hereby formally requesting ICES to include Trachurus (Blue Jack mackerel) and Trachurus mediterraneus (Mediterranean horse mackerel) in the list of stocks for advice provision.)
Horse mackerel (Trachurus trachurus) in Division 9 a (Atlantic Iberian waters)	hom.27.9a	I	2026	1	June	MSY	WGHANSA				
Blue jack mackerel (Trachurus picturatus) in Subdivision 10 a 2 (Azores grounds)	jaa.27.10a.2	I	2026	2	December	PA	WGHANSA				If possible, advice should be published in time before the December Council of Ministers, i.e. at the latest in the first week of December and preferably at the end of November.
Four-spot megrim (Lepidorhombus boscii) in divisions 7 b-k, 8 a-b, and 8 d (west and southwest of Ireland, Bay of Biscay)	lbb.27.7b-k8abd	5.3	2028	3	June	PA	WGBIE				
Four-spot megrim (Lepidorhombus boscii) in divisions 8 c and 9 a (southern Bay of Biscay and Atlantic Iberian waters East)	lbb.27.8c9a	I	2026	1	June	EUMAP	WGBIE	Still annual. Under consideration for multiannual advice		Adjustment advice to be considered after publication of Part 2 of the multiannual advice special request.	
Lemon sole (Microstomus kitt) in Subarea 4 and divisions 3 a and 7 d (North Sea, Skagerrak and Kattegat, eastern English Channel)	lem.27.3a47d	3.22	2026	3	June	MSY	WGNSSK				
Megrim (Lepidorhombus spp.) in divisions 4 a and 6 a (northern North Sea, West of Scotland)	lez.27.4a6a	I	2026	1	June	MSY	WOCSE		*		
Megrim (Lepidorhombus spp.) in Division 6 b (Ireland)	lez.27.6b	2.1	2026	1	December	MSY	WOCSE		*		
Ling (Molva molva) in subareas 1 and 2 (Northeast Arctic)	lin.27.1-2	3.21	2021	2	June	MSY	WGOEPP				
Ling (Molva molva) in subareas 3 a, 6-9, 12, and 14 (Northeast Atlantic and Arctic Ocean)	lin.27.3a6-91214	3.21	2027	2	June	MSY	WGOEPP				
Ling (Molva molva) in Division 3 b (Faroes grounds)	lin.27.3b	I	2026	1	June	MSY	WGOEPP				
Mackerel (Scomber scombrus) in subareas 1-d and 14 and division 8 a (the northeast Atlantic and eastern waters)	mac.27.1dea	I	2026	1	September	MSY	WGWIDE				
Megrim (Lepidorhombus whiffiagonis) in divisions 7 b-k, 8 a-o, and 8 d (west and southwest of Ireland, Bay of Biscay)	meg.27.7b-k8abd	3	2026	1	June	MSY	WGBIE		*		
Megrim (Lepidorhombus whiffiagonis) in divisions 8 c and 9 a (Cantabrian Sea and Atlantic Iberian waters)	meg.27.8c9a	I	2026	1	June	EUMAP	WGBIE		*		
White anglerfish (Lophius piscatorius) in Subarea 7 and divisions 8 a-o and 8 d (Celtic Seas, Bay of Biscay)	mon.27.78abd	I	2026	1	June	MSY	WGBIE		*		
White anglerfish (Lophius piscatorius) in divisions 8 c and 9 a (Cantabrian Sea and Atlantic Iberian waters)	mon.27.8c9a	I	2026	1	June	EUMAP	WGBIE	Still annual. Under consideration for multiannual advice	*	Multiannual advice to be considered after publication of Part 2 of the multiannual advice special request.	
Striped red mullet (Mullus surmuletus) in Subarea 4 and divisions 7 d and 3 a (North Sea, eastern English Channel, Skagerrak and Kattegat)	mur.27.3a47d	3.22	2027	2	June	MSY	WGNSSK				
Striped red mullet (Mullus surmuletus) in subareas 6 and 8, and divisions 7 a-c, 7 e-k, and 9 a (North Sea, Bay of Biscay, southern Celtic Seas, and Atlantic Iberian waters)	mur.27.67a-ce-89a	5.3	2026	3	September	PA	WGWIDE				
Norway lobster (Nephrops norvegicus) in Subarea 4, out	nep.27.4outFU	5.3	2026	2	October	PA	WGNEPH		*		
Norway lobster (Nephrops norvegicus) in Division 6 a, out	nep.27.6aoutFU	5.3	2026	3	October	PA	WGNEPH		*		
Norway lobster (Nephrops norvegicus) in Subarea 7, out	nep.27.7outFU	5.3	2026	3	October	PA	WGNEPH		*		
Norway lobster (Nephrops norvegicus) in Division 4 a, FU	nep.4a.10	4.14	2026	2	October	PA	WGNEPH		*		
Norway lobster (Nephrops norvegicus) in Division 6 a, FU	nep.6a.11	1	2026	1	October	MSY	WGNEPH		*		

The request to assess other horse mackerel species has not got off the ground. Need to identify how to get new stocks into the system (probably requires BOG involvement)

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Stock Name	Stock key label	Stock category	Year of next assessment	Periodicity (in years)	Month of release	Advice category for advice issued in 2026, for MSY, ranges	EG	COMMENT	Target stock according to MAP	BASE COMMENTS (last year 2025)	BASE COMMENTS (last year 2026)
Norway lobster ( <i>Nephrops norvegicus</i> ) in Division 6.a, Full Sea	nep fu.12		1	2026	1	October	MSY	WGNEPH			
Norway lobster ( <i>Nephrops norvegicus</i> ) in Division 6.a, Full Sea	nep fu.13		1	2026	1	October	MSY	WGNEPH			
Norway lobster ( <i>Nephrops norvegicus</i> ) in Division 7.a, Full Sea	nep fu.14		1	2026	1	October	MSY	WGNEPH			
	nep fu.15		1	2026	1	October	MSY	WGNEPH			
Norway lobster ( <i>Nephrops norvegicus</i> ) in Division 7.a, Full Sea	nep fu.16		1	2026	1	October	EUMAP	WGNEPH			
Norway lobster ( <i>Nephrops norvegicus</i> ) in divisions 7.b-c, Full Sea	nep fu.17		1	2026	1	October	EUMAP	WGNEPH			
Norway lobster ( <i>Nephrops norvegicus</i> ) in Division 7.b, Full Sea	nep fu.18		1	2026	1	October	EUMAP	WGNEPH			
Norway lobster ( <i>Nephrops norvegicus</i> ) in divisions 7.a, 7.b and 7.c, Full Sea	nep fu.19		1	2026	1	October	EUMAP	WGNEPH			
Norway lobster ( <i>Nephrops norvegicus</i> ) in divisions 7.g and 7.h, Full Sea	nep fu.20		1	2026	1	October	MSY	WGNEPH			
Norway lobster ( <i>Nephrops norvegicus</i> ) in divisions 7.g and 7.h, Full Sea	nep fu.21		1	2026	1	October	MSY	WGNEPH			
Norway lobster ( <i>Nephrops norvegicus</i> ) in divisions 8.a and 8.b, Full Sea	nep fu.22		1	2026	1	October	EUMAP	WGNEPH			
	nep fu.23		2.13	2028	3	October	MSY	WGNEPH	Under consideration for multiannual advice	Multiannual advice to be considered after publication of Part 2 of the multiannual advice special request	
Norway lobster ( <i>Nephrops norvegicus</i> ) in Division 8.c, Full Sea	nep fu.24		2.13	2028	3	October	MSY	WGNEPH	Under consideration for multiannual advice	Multiannual advice to be considered after publication of Part 2 of the multiannual advice special request	
Norway lobster ( <i>Nephrops norvegicus</i> ) in Division 9.a, Full Sea	nep fu.25		3.2	2027	2	October	MSY	WGNEPH	This stock will be benchmarked in 2026		
Norway lobster ( <i>Nephrops norvegicus</i> ) in Division 9.a, Full Sea	nep fu.26		3.2	2027	2	October	MSY	WGNEPH	This stock is being benchmarked in 2026		
Norway lobster ( <i>Nephrops norvegicus</i> ) in Division 8.c, Full Sea	nep fu.27		3.2	2027	1	October	MSY	WGNEPH	This stock is being benchmarked in 2026		
Norway lobster ( <i>Nephrops norvegicus</i> ) in Division 4.a, Full Sea	nep fu.28		2	2026	1	October	MSY	WGNEPH			
Norway lobster ( <i>Nephrops norvegicus</i> ) in Division 4.b, Full Sea	nep fu.29		4.14	2026	2	October	PA	WGNEPH			
Norway lobster ( <i>Nephrops norvegicus</i> ) in Division 4.b, Full Sea	nep fu.30		4.14	2026	2	October	PA	WGNEPH			
Norway lobster ( <i>Nephrops norvegicus</i> ) in Division 3.a, Full Sea	nep fu.31		1	2026	1	October	MSY	WGNEPH			
Norway lobster ( <i>Nephrops norvegicus</i> ) in divisions 4.b and 4.c, Full Sea	nep fu.32		4.14	2026	2	October	PA	WGNEPH			
Norway lobster ( <i>Nephrops norvegicus</i> ) in Division 4.b, Full Sea	nep fu.33		1	2026	1	October	MSY	WGNEPH			
Norway lobster ( <i>Nephrops norvegicus</i> ) in Division 4.a, Full Sea	nep fu.34		1	2026	1	October	MSY	WGNEPH			
Norway lobster ( <i>Nephrops norvegicus</i> ) in Division 4.b, Full Sea	nep fu.35		1	2026	1	October	MSY	WGNEPH			
Norway lobster ( <i>Nephrops norvegicus</i> ) in Division 4.a, Full Sea	nep fu.36		1	2026	1	October	MSY	WGNEPH			
Norway lobster ( <i>Nephrops norvegicus</i> ) in Division 4.a, Full Sea	nep fu.37		1	2026	1	October	MSY	WGNEPH			
Norway lobster ( <i>Nephrops norvegicus</i> ) in Division 4.b, Full Sea	nep fu.38		1	2026	1	October	MSY	WGNEPH			
Norway lobster ( <i>Nephrops norvegicus</i> ) in Division 4.b, Full Sea	nep fu.39		1	2026	1	October	MSY	WGNEPH			
Norway pout ( <i>Tropseterus esmarkii</i> ) in Subarea 4 and Division 3 a (North Sea, English and Celtic Seas)	nep fu.40		1	2026	1	October	MSY	WGNSSK	This stock will be benchmarked in 2026		
Orange roughy ( <i>Hoplostethus atlanticus</i> ) in Division 8.a (North Sea, English and Celtic Seas)	nep fu.41		6.3	2028	4	June	PA	WGCEEP			
Orange roughy ( <i>Hoplostethus atlanticus</i> ) in Subareas 1-10, 12 and 14 (the Mediterranean, Atlantic and adjacent waters)	nep fu.42		6.3	2028	4	June	PA	WGCEEP			
Sardine ( <i>Sardinops pilchardus</i> ) in Subarea 7 (Southern Celtic Seas, English Channel)	nep fu.43		3	2026	1	December	PA	WGMARSA			
Sardine ( <i>Sardinops pilchardus</i> ) in divisions 8.a-b and 8.d (Bay of Biscay)	nep fu.44		1	2026	1	December	MSY	WBMARSA			
Sardine ( <i>Sardinops pilchardus</i> ) in divisions 8.c and 9.a (Cantabrian Sea and Atlantic Iberian waters)	nep fu.45		1	2026	1	December	MSY	WBMARSA			
Plaice ( <i>Pleuronectes platessa</i> ) in subdivisions 21-22 (Kattegat and the Baltic Sea)	nep fu.46		1	2026	1	June	MSY	WGNSSK			
Plaice ( <i>Pleuronectes platessa</i> ) in Subarea 4 (North Sea) and Subdivision 20 (Skagerrak)	nep fu.47		1	2026	1	June	MSY	WGNSSK			
Plaice ( <i>Pleuronectes platessa</i> ) in Division 7.a (Irish Sea)	nep fu.48		1	2026	1	June	MSY	WGNSSK			
Plaice ( <i>Pleuronectes platessa</i> ) in divisions 7.b-c (West of Ireland)	nep fu.49		6.2	2026	3	June	PA	WGCEEP	Under consideration for multiannual advice	Multiannual advice to be considered after publication of Part 2 of the multiannual advice special request	
Plaice ( <i>Pleuronectes platessa</i> ) in Division 7.d (eastern English Channel)	nep fu.50		1	2026	1	June	MSY	WGNSSK			
Plaice ( <i>Pleuronectes platessa</i> ) in Division 7.e (western English Channel)	nep fu.51		3.2	2027	2	June	MSY	WGNSSK			

ACT 1

Stock Name	Stock key label	Stock category	Year of next assessment	Period (in years)	Month of review	Advice category for advice based in 2026; for MSY, 2026	EG	COMMENT	Target stock according to MAP	MARE COMMENTS (LAST YEAR)	MARE COMMENTS (January-February 2026)
Plaice ( <i>Pleuronectes platessa</i> ) in divisions 7.f and 7.g (Bristol Channel, Celtic Sea)	pie 27.7f-g	3.23	2026	2	June	MSY	WGCE				
Plaice ( <i>Pleuronectes platessa</i> ) in divisions 7.h-k (Celtic Sea South, eastward of Ireland)	pie 27.7h-k	3.21	2026	2	June	MSY	WBCSE				
Plaice ( <i>Pleuronectes platessa</i> ) in Subarea 8 and Division 9.a (Bay of Biscay and Atlantic Iberian waters)	pie 27.89a	5.2	2028	3	June	PA	WGBIE	Three year. Under consideration for multiannual advice		Multiannual advices to be considered after publication of Part 2 of the multiannual advice special request.	
Pollock ( <i>Polychaetus virens</i> ) in Subareas 4, 6 and Division 3.a (North Sea, Rockall and West of Scotland, Skagerrak and Kattegat)	pol 27.3a46	1	2026	1	June	MSY	WGNSSK				
Pollock ( <i>Polychaetus virens</i> ) in subareas 7-10 (Southern Celtic Sea)	pol 27.7-10	5	2027	2	June	PA	WGNSSK				
Pollock ( <i>Polychaetus virens</i> ) in Subarea 4 and Division 3.a (North Sea, Skagerrak and Kattegat)	pol 27.3a4	5.2	2027	2	June	PA	WGNSSK				
Pollock ( <i>Polychaetus virens</i> ) in subareas 6-7 (Celtic Seas and the English Channel)	pol 27.67	2.1	2026	1	June	MSY	WGCE				
Pollock ( <i>Polychaetus virens</i> ) in Subarea 8 and Division 9.a (Bay of Biscay and Atlantic Iberian waters)	pol 27.89a	5.2	2027	3	June	PA	WGBIE	Two year. Under consideration for multiannual advice		Multiannual advices to be considered after publication of Part 2 of the multiannual advice special request.	
Portuguese (Lemon) sole in subareas 1-10, 13 and 14 (the Northeast Atlantic and adjacent waters)	por 27.10a	2.1	2026	2	October	MSY	WGEF				
Northern shrimp ( <i>Pandalus borealis</i> ) in Subareas 1 and 2	pra 27.1-2	1	2024	1	November	MSY	NIPAG	Council Decision (2022) for temporary suspension of Russia due to the war in Ukraine impacts ICES ability to provide advice for this stock.		The ability of ICES to produce the advice is dependent on Russia's decision to not send fisheries data to ICES and independent from Russia's ICES membership. If Russia does not provide data, ICES should continue to undertake all the available data to produce the best possible scientific advice.	
Northern shrimp ( <i>Pandalus borealis</i> ) in divisions 3.a and 4.a East	pra 27.3a4e	1	2026	1	June	MSY	NIPAG				
Northern shrimp ( <i>Pandalus borealis</i> ) in Division 4.a West (northern North Sea, Fladen Ground)	pra 27.4a	6.3	2027	2	June	PA	NIPAG				
Rays and skates (Rajidae) (mainly thornback ray ( <i>Raja clavata</i> )) in subareas 10 and 12 (Azores grounds and north of Azores)	raj 27.1012	3.21	2027	3	October	MSY	WGEF				
Other Rays and skates (Rajidae) in Subarea 4 and in divisions 3.a and 7.d (North Sea, Skagerrak, Kattegat, and eastern English Channel)	raj 27.3a47d	6.9	2022	4	October	no catch advice possible	WGEF	Other added to name as was missing. PA changed by no catch advice possible			
Other rays and skates (Rajiformes) in Subarea 6 and division 7.a-c and 7.e-k (Rockall, West of Scotland, Celtic Sea and western English Channel)	raj 27.67a-c-e-k	6.9	2028	4	October	no catch advice possible	WGEF	qualiferrival			
Other rays and skates (Rajidae) in Subarea 8 and Division 9.a (Bay of Biscay and Atlantic Iberian waters)	raj 27.89a	5.9	2028	4	October	no catch advice possible	WGEF	Other added to name			
Beaked redfish ( <i>Sebastes mentella</i> ) in ICES subareas 5, 12, and 14 (Iceland and Faeroe grounds, North of Azores, East of Greenland) and NAFO subareas 1 and 2 (deep pelagic stock > 500 m)	reb 27.127.4p	2.13	2024	3	October	MSY	NWWG				
Beaked redfish ( <i>Sebastes mentella</i> ) in ICES Subareas 5, 12, and 14 (Iceland and Faeroe grounds, North of Azores, East of Greenland) and NAFO subareas 1 and 2 (shallow pelagic stock < 500 m)	reb 27.127.4p	3.14	2024	3	October	PA	NWWG				
Beaked redfish ( <i>Sebastes mentella</i> ) in subareas 1 and 2 (Northeast Arctic)	reb 27.1-2	1	2024	2	June	PA	APWG	Council Decision (2022) for temporary suspension of Russia due to the war in Ukraine impacts ICES ability to provide advice for this stock.		The ability of ICES to produce the advice is dependent on Russia's decision to not send fisheries data to ICES and independent from Russia's ICES membership. If Russia does not provide data, ICES should continue to undertake all the available data to produce the best possible scientific advice.	
Beaked redfish ( <i>Sebastes mentella</i> ) in Division 14-b, demersal (Southern Greenland)	reb 27.14b	3.2	2026	1	June	PA	NWWG				
Beaked redfish ( <i>Sebastes mentella</i> ) in Subarea 14 and Division 5.a, (shallow stock (Bay of Greenland, Iceland grounds))	reb 27.5a14	1	2026	1	June	MSY	NWWG				
Golden redfish ( <i>Sebastes norvegicus</i> ) in subareas 5, 6, 12, and 14 (Iceland and Faeroe grounds, West of Scotland, North of Azores, East of Greenland)	reg 27.561214	1	2026	1	June	MSY	NWWG				
Roughhead grenadier ( <i>Macrourus berglax</i> ) in subareas 5-8, 10, 12 and 14 (Northeast Atlantic and Arctic Ocean)	mg 27.0ca	6.3	2030	5	June	PA	WGDEEP	There is very limited data available for this species and some of the reported landings data are considered to be species misreporting			
White skate ( <i>Rositoraja alba</i> ) in subareas 1-10, 12 and 14 (the Northeast Atlantic and adjacent waters)	ra 27.0ca	6.3	2027	4	October	PA	WGEF				
Common skate complex (Blue skate ( <i>Dipturus batis</i> ) and flapper skate ( <i>Dipturus intermedius</i> )) in Subarea 4 and Division 3.a (North Sea, Skagerrak and Kattegat)	rb 27.3a4	6.3	2027	4	October	PA	WGEF				
Common skate complex (Blue skate ( <i>Dipturus batis</i> ) and flapper skate ( <i>Dipturus intermedius</i> )) in Subarea 6 and divisions 7.a-c and 7.e-k (Rockall and western English Channel)	rb 27.67a-c-e-k	6.3	2028	4	October	PA	WGEF	qualiferrival			
Common skate complex (Blue skate ( <i>Dipturus batis</i> ) and flapper skate ( <i>Dipturus intermedius</i> )) in Subarea 8 and Division 9.a (Bay of Biscay and Atlantic Iberian waters)	ra 27.89a	6.3	2028	4	October	PA/Stock status only	WGEF	qualiferrival			
Thornback ray ( <i>Raja clavata</i> ) in Subarea 4 and in divisions 3.a and 7.d (North Sea, Skagerrak, Kattegat, and eastern English Channel)	raj 27.3a47d	2.1	2027	3	October	MSY	WGEF				
Thornback ray ( <i>Raja clavata</i> ) in Subarea 6 (West of Scotland)	raj 27.6	3.21	2026	3	October	MSY	WGEF				
Thornback ray ( <i>Raja clavata</i> ) in divisions 7.a and 7.f.g (Irish Sea, Bristol Channel, Celtic Sea North)	raj 27.7a-f-g	3.21	2026	2	October	MSY	WGEF				
Thornback ray ( <i>Raja clavata</i> ) in Division 7.e (western English Channel)	raj 27.7e	5.3	2028	4	October	PA	WGEF	qualiferrival			
Thornback ray ( <i>Raja clavata</i> ) in divisions 8.a-b and 8.d (Bay of Biscay)	raj 27.8abd	2.1	2028	2	October	MSY	WGEF	cat 2			
Thornback ray ( <i>Raja clavata</i> ) in Division 8.c (Iberian Sea)	raj 27.8c	7.1	2026	2	October	MSY	WGEF	cat 2			
Thornback ray ( <i>Raja clavata</i> ) in Division 9.a (Atlantic Iberian waters)	raj 27.9a	2.1	2026	2	October	MSY	WGEF	cat 2			

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Stock Name	Stock key label	Stock category	Year of last assessment	Pa (ref) (in years)	Months of reference	Advice category for advice issued in 2026; for 2025, if assess	EG	COMMENT	Target stock according to MAP	SHARE COMMENTS (LAST YEAR)	SHARE COMMENTS Summary February 2026
Small-eyed ray ( <i>Raja microcalappa</i> ) in divisions 7.d and 7.e (English Channel)	rye.27.7de		5.7	2028	4	October	PA	WGEF	quadrennial		
Small-eyed ray ( <i>Raja microcalappa</i> ) in divisions 7.f and 7.g ( Bristol Channel, Celtic Sea North)	rye.27.7fg	3.21	2026	2	October	MSY	WGEF				
Shagreen ray ( <i>Leucoraja fullonica</i> ) in subareas 6-7 (West of Scotland, Southern Celtic Seas, English Channel)	ry.27.6f	5.3	2028	4	October	PA	WGEF	quadrennial			
Blonde ray ( <i>Raja brachyura</i> ) in Subarea 6 and Division 4.a (North Sea and West of Scotland)	ry.27.4ab	5.2	2027	4	October	PA	WGEF				
Blonde ray ( <i>Raja brachyura</i> ) in divisions 4.b, 4.c and 7.d (central and southern North Sea and eastern English Channel)	ry.27.4bc7d	2.1	2027	2	October	MSY	WGEF				
Blonde ray ( <i>Raja brachyura</i> ) in divisions 7.a and 7.f-g (Inish Sea, Bristol Channel, Celtic Sea North)	ry.27.7afg	5.2	2028	4	October	PA	WGEF	quadrennial			
Blonde ray ( <i>Raja brachyura</i> ) in Division 7.e (western English Channel)	ry.27.7e	5.2	2028	4	October	PA	WGEF	quadrennial			
Blonde ray ( <i>Raja brachyura</i> ) in Division 9.a (Atlantic Iberian waters)	ry.27.9a	3.21	2026	2	October	MSY	WGEF				
Sandy ray ( <i>Leucoraja thalassus</i> ) in subareas 6-7 (West of Scotland, Southern Celtic Seas, English Channel)	ry.27.6f	5.2	2028	4	October	PA	WGEF	quadrennial			
Spotted ray ( <i>Raja montagui</i> ) in Subarea 4 and Divisions 3.a and 7.d (North Sea, Skagerrak, Kattegat, and western English Channel)	ry.27.3a7d	2.1	2027	2	October	MSY	WGEF				
Spotted ray ( <i>Raja montagui</i> ) in Subarea 6 and divisions 7.b and 7.j (West of Scotland, central and southern English Channel)	ry.27.67bj	3.21	2026	2	October	MSY	WGEF				
Spotted ray ( <i>Raja montagui</i> ) in divisions 7.a and 7.c-h (Southern Celtic Sea and western English Channel)	ry.27.7a-c-h	3.21	2026	2	October	MSY	WGEF				
Spotted ray ( <i>Raja montagui</i> ) in Subarea 8 (Bay of Biscay)	ry.27.8	3.21	2026	2	October	MSY	WGEF				
Spotted ray ( <i>Raja montagui</i> ) in Division 9.a (Atlantic Iberian waters)	ry.27.9a	3.21	2026	2	October	MSY	WGEF				
Cuckoo ray ( <i>Elasmobranchius</i> ) in Subarea 4 and Division 3.a (North Sea, Skagerrak and Kattegat)	ry.27.3a4	3.21	2027	2	October	MSY	WGEF				
Cuckoo ray ( <i>Elasmobranchius</i> ) in subareas 6-7 and divisions 6.b and 8.d (West of Scotland, southern Celtic Seas, and western English Channel, Bay of Biscay)	ry.27.678bd	2.1	2026	2	October	MSY	WGEF				
Cuckoo ray ( <i>Elasmobranchius</i> ) in Division 8.e (Cantabrian Sea)	ry.27.8e	3.21	2028	2	October	MSY	WGEF				
Cuckoo ray ( <i>Elasmobranchius</i> ) in Division 9.a (Atlantic Iberian waters)	ry.27.9a	2.1	2026	2	October	MSY	WGEF	cat 2			
Slimy ray ( <i>Achirus</i> ) in Subareas 7 and 4, and Divisions 3.a (Northwestern Sea, North Sea, Skagerrak and Kattegat)	ry.27.3a4	3.21	2027	4	October	MSY	WGEF				
Undulate ray ( <i>Raja undulata</i> ) in divisions 7.b and 7.j (west and southwest of Iceland)	ry.27.7bj	6.3	2028	4	October	PA	WGEF	quadrennial			
Undulate ray ( <i>Raja undulata</i> ) in divisions 7.d and 7.e (English Channel)	ry.27.7de	2.1	2026	2	October	MSY	WGEF		please make sure the advice refers to catches and not landings		
Undulate ray ( <i>Raja undulata</i> ) in divisions 8.a-b (northern and central Bay of Biscay)	ry.27.8ab	6	2028	4	October	PA	WGEF	quadrennial			
Undulate ray ( <i>Raja undulata</i> ) in Division 8.c (Cantabrian Sea)	ry.27.8c	6.9	2028	4	October	no catch advice possible	WGEF	quadrennial			
Undulate ray ( <i>Raja undulata</i> ) in Division 9.a (Atlantic Iberian waters)	ry.27.9a	6	2028	4	October	PA	WGEF	quadrennial			
Roundnose grenadier ( <i>Coryphaenoides rupestris</i> ) in subareas 1, 2, 4, 8, and 9, Division 14.a, and in subdivisions 14.b.2 and 5.a.2 (Northeast Atlantic and Arctic Ocean)	ry.27.1248914ab	6.3	2027	4	June	PA	WGEF				
Roundnose grenadier ( <i>Coryphaenoides rupestris</i> ) in Division 3.a (Iberian and Baffin)	ry.27.3a	3.21	2026	2	June	PA	WGEF				
Roundnose grenadier ( <i>Coryphaenoides rupestris</i> ) in Divisions 10.b and 12.c, and Subdivisions 12.a.1, 14.b.1, and 5.a.1 (Oceanic Northeast Atlantic and northern Beringian Biot)	ry.27.5a10b12ac14b	5.2	2027	4	June	PA	WGEF				
Roundnose grenadier ( <i>Coryphaenoides rupestris</i> ) in subareas 6-7 and Divisions 5.b and 12.b (Celtic Seas and the English Channel, Feroes Islands, and western Barents Sea)	ry.27.5b6712b	5.2	2026	2	June	PA	WGEF				
Salmon ( <i>Salmo salar</i> ) in subdivisions 22-31 (Baltic Sea, including the Gulf of Poland)	sal.27.22-31	1	2027	1	May	MSY	WGEAS	The Baltic salmon benchmark is ongoing and no new assessment will be conducted in 2026. The advice will be updated and published.			
Salmon ( <i>Salmo salar</i> ) in Subdivision 32 (Gulf of Poland)	sal.27.32	3	2027	1	May	PA	WGEAS	The Baltic salmon benchmark is ongoing and no new assessment will be conducted in 2026. The advice will be updated and published.			
Salmon ( <i>Salmo salar</i> ) in Northeast Atlantic and Arctic Ocean	sal.27.nor	1	2026	1	May	MSY	WGEAS	Stock status will be updated in 2026 along with I.C.E. Advice should be provided in a more standard ICES advice document.			
Sandeel ( <i>Ammodytes</i> spp.) in Division 6.a (West of Scotland)	san.27.6a	6.3	2027	3	February	PA	HWNG				
Sandeel ( <i>Ammodytes</i> spp.) in Divisions 4.b and 4.c, Sandeel Area 1f (central and southern North Sea, Outer Hebrides)	san.27.4b	1	2026	1	February	MSY	HWNG				
Sandeel ( <i>Ammodytes</i> spp.) in Divisions 4.b and 4.c, and Subdivision 20, Sandeel Area 2f (Skagerrak, central and southern North Sea)	san.27.4b	1.2	2026	1	February	MSY	HWNG				
Sandeel ( <i>Ammodytes</i> spp.) in Divisions 4.a and 4.b, and Subdivision 20, Sandeel Area 3f (Skagerrak, northern and central North Sea)	san.27.4a	1	2026	1	February	MSY	HWNG				
Sandeel ( <i>Ammodytes</i> spp.) in divisions 4.a and 4.b, Sandeel Area 4 (northern and central North Sea)	san.27.4a	1	2026	1	February	MSY	HWNG				
Sandeel ( <i>Ammodytes</i> spp.) in Division 4.a, Sandeel Area 5f (northern North Sea, Vågøen and Børgøen)	san.27.4a	5.3	2027	2	February	PA	HWNG				
Sandeel ( <i>Ammodytes</i> spp.) in subdivisions 20-22, Sandeel Area 6 (Faroes)	san.27.20-22	5.2	2027	2	February	PA	HWNG				
Sandeel ( <i>Ammodytes</i> spp.) in Division 4.a, Sandeel Area 7f (northern Barents Sea, Kvikkøy)	san.27.4a	5.3	2027	2	February	PA	HWNG				
Blackspot seabream ( <i>Pagellus bogaraveo</i> ) in Subarea 10 (Azores grounds)	str.27.10	3.21	2027	2	June	MSY	WGEF				

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Stock Name	Stock key label	Stock category	Year of next assessment	Periodicity (in years)	Month of release	Advice category for advice based in 2026 for MSY remains	EG	COMMENT	Target stock according to MAP	MARK COMMENTS (LAST YEAR)	MARK COMMENTS (January - February 2024)	
Brookspot seabream ( <i>Pagrus bogaraveo</i> ) in subareas 6-8 (Celtic Sea, the English Channel, and Bay of Biscay)	brs.27.6-8	6.3	2026	2	June	PA	WGDEP					
Brookspot seabream ( <i>Pagrus bogaraveo</i> ) in Subarea 9 (Atlantic Iberian waters)	brs.27.9	3.2	2026	2	June	PA	WGDEP	Revised in 2024, a CPUE index was developed, usable for tribute as basis for advice. Could this become MSY advice. The GCFM issue about having two different assessments and advice for a common stock. In next assessment attempt: Under consultation for multilateral advice.	*	See for status in the Stock of Subarea from non assessed and an EUS advice is included in that. We would consider a joint assessment ICES/GCFM (deal option given the distribution of the stock and fishery, but also the role of Morocco). However, we do not oppose that ICES delivers advice.	Arrange a meeting to further discuss with GFCM, GDMARE, ICES	
Koelsh shark ( <i>Dalmanella</i> ) in subareas 1-10, 13 and 14 (the Northeast Atlantic)	shk.27.noa	6.3	2027	4	October	PA	WGEF					
Smooth-hound ( <i>Mustelus spp.</i> ) in subareas 1-10, 12 and 14 (the Northeast Atlantic and adjacent waters)	shv.27.noa	3.21	2027	2	October	MSY	WGEF					
Black-mouth dogfish ( <i>Galeus melastomus</i> ) in subareas 6 and 7 (West of Scotland, northern Celtic Sea, east of the Bay of Biscay)	sho.27.67	3.9	2027	4	October	no catch advice possible	WGEF					
Blackmouth dogfish ( <i>Galeus melastomus</i> ) in Subarea 8 and Division 9a (Bay of Biscay and Atlantic Iberian waters)	sho.27.89a	3.21	2027	4	October	PA/Stock status only	WGEF					
Sole ( <i>Solea solea</i> ) in subdivisions 20-24 (Skagerrak and Kattegat, western Baltic Sea)	sol.27.20-24	1	2026	1	June	EUMAP	WGBFAS					
Sole ( <i>Solea solea</i> ) in Subarea 4 (North Sea)	sol.27.4	1	2026	1	June	MSY	WGBSSK					
Sole ( <i>Solea solea</i> ) in Division 7a (Irish Sea)	sol.27.7a	1	2026	1	June	MSY	WGBSE					
Sole ( <i>Solea solea</i> ) in divisions 7b and 7c (West of Ireland)	sol.27.7bc	6.9	2026	3	June	PA	WGBSE	Under consideration for multilateral advice		Multilateral advice is to be considered after publication of Part I of the multilateral advice approval report.		
Sole ( <i>Solea solea</i> ) in Division 7d (eastern English Channel)	sol.27.7d	1	2026	1	June	MSY	WGBSSK					
Sole ( <i>Solea solea</i> ) in Division 7e (western English Channel)	sol.27.7e	1	2026	1	June	MSY	WGBSE					
Sole ( <i>Solea solea</i> ) in divisions 7f and 7g (Bristol Channel, Celtic Sea)	sol.27.7fg	1	2026	1	June	MSY	WGBSE					
Sole ( <i>Solea solea</i> ) in Divisions 7h-k (Celtic Sea Soun, southwest of Ireland)	sol.27.7h-k	5	2026	1	June	PA	WGBSE					
Sole ( <i>Solea solea</i> ) in divisions 8 a-b (northern and central Bay of Biscay)	sol.27.8ab	1	2026	1	June	EUMAP	WGBIE					
Sole ( <i>Solea solea</i> ) in divisions 8 c and 9 a (Cantabrian Sea and Atlantic Iberian waters)	sol.27.8c9a	3.21	2027	2	June	MSY	WGBIE					
Senegalese Sole ( <i>Setca senegalensis</i> ) in divisions 8 c and 9 a (Cantabrian Sea and Atlantic Iberian waters)	sol.27.8c9a	5	2026	2	June	PA	WGBIE	New stock		AGREE, THANK YOU.		
Sand Sole ( <i>Solea lugens</i> ) in divisions 8 c and 9 a (Cantabrian Sea and Atlantic Iberian waters)	sol.27.8c9a	5	2026	2	June	PA	WGBIE	New stock		AGREE, THANK YOU.		
Sprat ( <i>Sprattus sprattus</i> ) in Subdivisions 22-32 (Baltic Sea)	spr.27.22-32	1	2026	1	May	EUMAP	WGBFAS					
Sprat ( <i>Sprattus sprattus</i> ) in Division 3a and Subarea 4 (Skagerrak, Kattegat and North Sea)	spr.27.3a4	1	2026	1	April	MSY	HAWG					
Sprat ( <i>Sprattus sprattus</i> ) in Subarea 6 and Divisions 7 a-c and 7 f-k (West of Scotland, southern Celtic Sea)	spr.27.67a-7f-k	5.2	2027	2	April	PA	HAWG					
Sprat ( <i>Sprattus sprattus</i> ) in divisions 7 d and 7 e (English Channel)	spr.27.7de	3.21	2026	1	April	MSY	HAWG					
Lesser-spotted dogfish ( <i>Scyliorhinus canicula</i> ) in Subarea 1 and Divisions 3 a and 7 d (North Sea, Skagerrak and Kattegat, eastern English Channel)	syc.27.3a7d	3.21	2027	2	October	MSY	WGEF					
Lesser-spotted dogfish ( <i>Scyliorhinus canicula</i> ) in Subarea 6 and divisions 7 a-c and 7 e-i (West of Scotland, Irish Sea, southern Celtic Sea)	syc.27.67a-ce-i	3.21	2027	3	October	MSY	WGEF					
Lesser-spotted dogfish ( <i>Scyliorhinus canicula</i> ) in divisions 8 a-b and 8 c (Bay of Biscay)	syc.27.8ab-c	3.21	2027	3	October	MSY/Stock status only	WGEF					
Lesser-spotted dogfish ( <i>Scyliorhinus canicula</i> ) in divisions 8 c and 9 a (Cantabrian Sea and Atlantic Iberian)	syc.27.8c9a	3.21	2027	2	October	MSY/Stock status only	WGEF					
Greater-spotted dogfish ( <i>Scyliorhinus stellatus</i> ) in subareas 6 and 7 (West of Scotland, southern Celtic Sea, and the English Channel)	stl.27.67	3.21	2027	2	October	MSY	WGEF					
Thresher sharks ( <i>Alopias spp.</i> ) in Subareas 10, 12, Divisions 7 c-k, 8 d-e, and Subdivisions 5 b, 9 b, 1, 14 b, 1 (Northeast Atlantic)	shv.27.noa	6.3	2027	4	October	PA	WGEF					
Sea trout ( <i>Salmo trutta</i> ) in subdivisions 22-32 (Baltic Sea)	tra.27.22-32	3.9	2027	2	May	PA	WGBAST					
Roughnose grenadier ( <i>Trachynchus scaotus</i> ) in subareas 1-2, 4-8, 10, 12, 14 and Division 3a (Northeast Atlantic and Arctic Ocean)	trg.27.noa	6.3	2027	5	June	PA	WGDEEP	Multi year advice was given. The next assessment is to be completed in 2027. The ICG doesn't have enough data advice can be given for this stock. Few data are available for this species, and the reported landings data are considered to be species misreporting and misidentification. As the stock of Roughnose grenadier ( <i>Trachynchus scaotus</i> ) (TSU) in the Northeast Atlantic (is considered to include catches of <i>T. scaotus</i> and <i>T. murrai</i> ), all three species are non-commercial and are not likely to become of commercial interest in the foreseeable future. It is recommended that these species are no longer considered by ICES in terms of stock assessment. Occasional catch of large individuals may only result in minor landings. Significant reported landings of these species should be considered misreporting of other species, most probably of the roundnose grenadier. There is no data to assess these species, they have minor (if any) commercial interest and are not of conservation concern. Thus provision of catch advice could be recommended in terms of added value?				
Turbot ( <i>Scophthalmus maximus</i> ) in Subdivisions 22-32 (Baltic Sea)	tbl.27.22-32	3.2	2026	2	May	PA/Stock status only	WGBFAS				ICES advice is to be provided as soon as possible.	

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