

ICCAT ROP-BFT

Agreement between MRAG and COFREPÊCHE (hereafter the Supplier)

and

_____ (BFT Purse Seiner /Farm/Trap Operator) (hereafter the Operator)

being responsible for the following vessels, farms and/or traps _____.

IT IS HEREBY AGREED THAT both the Supplier and the Operator will adhere to the terms and conditions set out in the Memorandum of Understanding (hereafter MoU) as signed as part of the 2023, 2024 or 2025 season, subject to reference to the amendments to the ICCAT Recommendations as noted below for the 2026 season.

The introductory paragraph shall read:

Insofar as the Consortium of MRAG Ltd. and COFREPÊCHE (hereafter the Supplier) has an agreement with the International Commission for the Conservation of Atlantic Tunas (ICCAT) (hereafter the Purchaser) for the implementation of the ICCAT Regional Observer Programme for eastern Atlantic and Mediterranean bluefin tuna (hereafter ROP-BFT) in accordance with the [Recommendation by ICCAT replacing Recommendation 24-05 establishing a Multi-Annual Management Plan for Bluefin Tuna in the Eastern Atlantic and the Mediterranean \(Rec. 25-04\)](#), which require Regional Observers to observe and monitor farm, trap and purse seine fishing operations.

Section 1: General Terms & Conditions

The following paragraphs have been amended and shall read as follows:

1. The Operator wishing to receive one or more Observers, shall take appropriate measures within its competence to ensure to the extent possible that any Observer designated by ICCAT shall be provided access to all vessel facilities and/or to tuna farm/trap facilities in order to observe, monitor and report on compliance with the relevant conservation and management measures adopted by the Commission, as set out in Annex 6 of [Rec. 25-04](#), noting that [Rec. 25-04](#) will be in force for the entirety of the 2026 fishing season (hereafter referred to as the Recommendation).
3. The Operator shall also ensure the seaworthiness and safety of all vessels; and all farm and trap and factory facilities consistent with all applicable national and international safety standards and guidelines (Torremolinos Convention, 1977, Appendix 4) and those specified in [Recommendation by ICCAT on protecting the health and safety of observers in ICCAT's Regional Observer Programs \(Rec. 19-10\)](#).
12. The Supplier shall not be responsible for any loss of business or other costs to the Operator arising from the early recovery and/or non-availability of the Observer to perform his or her duties under the ROP-BFT for any of the reasons outlined in Paragraph 10. It is the Operator's responsibility to carry adequate and appropriate insurance to cover such potential losses and loss of days resulting from any early recovery and/or delays.
13. In the event that the Operator breaches the guidelines of the ROP-BFT as laid out in the *Obligations of the flag, trap and farm CPCs*; (Annex 6 of the Recommendation), the Supplier shall require the immediate recovery of the ICCAT Observer. In such circumstances the Operator shall instruct its personnel to take such steps as necessary for the prompt, efficient and safe recovery of the Observer concerned, including cooperation with the Supplier, and the immediate and direct transit of the vessel to the nearest port with appropriate transport links (to be agreed with the Supplier).
33. The Observer shall carry insurance to cover any direct medical costs incurred by them. Any resultant costs to the Operator shall be covered through their own insurance, as outlined in Paragraph 32.

All other paragraphs, sections and annexes of the MoU remain the same.

For the Supplier

For the Operator

Signed _____

Signed _____

Name _____

Name _____

Position _____

Position _____

Date _____

Date _____