COMMISSION OF THE EUROPEAN COMMUNITIES

Brussels, 27.11.2006
COM(2006) 727 final

Proposal for a

COUNCIL DECISION

on the conclusion of the Agreement in the form of an Exchange of Letters relating to the provisional application of the Fisheries Partnership Agreement between the European Community, on the one hand, and the Government of Denmark and the Home Rule Government of Greenland, on the other

(presented by the Commission)

EXPLANATORY MEMORANDUM

The European Community has a longstanding relation with Greenland on fisheries. The current Framework Agreement dates back to 1985 and the present protocol is the Fourth Protocol under the Framework Agreement which expires on 31 December 2006.

As a consequence of criticism from the Court of Auditors and the European Parliament the Fourth Protocol was significantly modified for the period 2004-2006 aiming at improving the sustainability, financial management and transparency of the Agreement by completely removing a number of quotas, either in accordance with the scientific advice which was against further exploitation or because they were not utilized. Other measures were also introduced and included: a yearly revision of the quotas in light of scientific advice; a Budgetary Support Program (BSP) for the fisheries sector; licence fees paid by the Community ship owners; intensified experimental fisheries and the possibility of transferring fishing possibilities temporarily between Member States in case of under utilisation without prejudice to relative stability.

The effort leading to the mid-term review also resulted in the Council Conclusions of 24 February 2003 on the Fourth Fisheries Protocol between the Community and Greenland in which the Council stated that the future cooperation between the Community and Greenland should be based on a two-pillar approach with a broader cooperation arrangement in other areas than fisheries and a Fisheries Partnership Agreement.

The first pillar regarding the broader cooperation arrangement will take the form of a Council Decision and a Joint Declaration providing up to EUR 25 million per year to Greenland on the basis of cooperation in other areas than fisheries.

As regards the second pillar, i.e. fisheries, the Commission has prepared and conducted negotiations for a Fisheries Partnership Agreement with Greenland in accordance with the Council Conclusions of 24 February 2003 mentioned above, the Council Conclusions of 15 July 2004 on an integrated framework for Fisheries Partnership Agreements with third countries and the negotiating directives for a Fisheries Partnership Agreement with Greenland of 18 July 2005.

The European Community on the one hand, and the Government of Denmark and the Home Rule Government of Greenland, on the other have with a view to replacing the Fisheries Agreement of 1985[1] negotiated and initialled on 2 June 2006, a Fisheries Partnership Agreement which provides Community fishermen with fishing opportunities in waters in the exclusive economic zone of Greenland, together with a Protocol and Annex setting out the fishing opportunities, technical and financial conditions governing the fishing activities of Community vessels during the period of six years from its entry into force.

The Fisheries Partnership Agreement, accompanied by a Protocol and its Annex, has been signed for a period of six years and remains in force unless terminated.

The main objective of the new Fisheries Partnership Agreement is to maintain and strengthen the relationship in fisheries between the European Community and the Home Rule Government of Greenland, by creating a framework of partnership and dialogue with a view

[1] OJ L 29, 1.2.1985, p.9

to improving a sustainable fisheries policy and reasonable exploitation of fisheries resources in Greenlandic fishing zones, in the interests of both parties. The Commission's negotiating position was based in part on the results of an *ex-ante* evaluation carried out by independent experts.

The two parties are taking part in a political dialogue on topics of mutual interest in the fisheries sector. The Fisheries Partnership Agreement supports, in addition to the immediate study and elaboration of a cod management plan, the current priorities of fisheries policy in Greenland: (i) research undertaken by the Greenland Institute of Natural Resources and (ii) the training of fisheries officials. The remaining part of the programme for the sectoral policy will be elaborated in 2006 by Greenland with – where necessary – the assistance of the Commission in order to be agreed by the Joint Committee soon thereafter.

The Fisheries Partnership Agreement provides also for closer economic cooperation in the fishing industry through the possibility of setting up and development of joint enterprises involving companies from both parties and the promotion of temporary joint ventures in Greenland.

The Protocol lays down the fishing opportunities for Community vessels, the financial contribution, the categories of fishing activities for Community vessels in the Greenlandic EEZ and the conditions governing them. The Protocol covers a period of six years.

The financial contribution is fixed at EUR 15,847,244 per year including a financial reserve of EUR 1,540,000 which will be paid in case the Community receives fishing opportunities for cod and/or capelin in addition to the quotas already set out in the Annex. Of the EUR 15,847,244 an annual financial support of EUR 3,261,449 is to be earmarked for defining and implementing a sectoral fisheries policy in Greenland, with a view to continuing the dialogue on responsible and sustainable fishing.

On top of the financial contribution from the Community budget, the ship owners' fees, fixed for each species as 5% of the average reference prices set out in Appendix 1, paid to Greenland, could amount to around EUR 2 million.

The financial contribution for the fishing opportunities in the first protocol under this new Fisheries Partnership Agreement is based on the following changes compared to the modified Fourth Protocol under the Fisheries Agreement from 1985:

– reduction of the redfish, Greenland halibut East and snow crab quota in accordance with the scientific advice;

– increase in the quotas of Greenland halibut West of 1,000 tonnes and the shrimp East by 1,325 tonnes;

– removal of the direct fishery for roundnose grenadier in accordance with scientific advice as well as underutilisation by only allowing by-catches of this species;

– introduction of a cod quota of 1,000 tonnes in 2007 to be increased to 3,500 tonnes from 2008 and onwards;

– increase in the by-catch quota due to the introduction of the cod quota and Greenland requirements on by-catch quotas.

The Commission proposes on this basis that the Council adopt by Decision the Agreement on form of an exchange of letters concerning the provisional application of the new Fisheries Partnership Agreement between the European Community on the one hand, and the Government of Denmark and the Home Rule Government of Greenland, on the other, by pending its definitive entry into force.

A proposal for a Council Regulation concerning the conclusion of this new Fisheries Partnership Agreement is subject to a separate procedure.

Proposal for a

COUNCIL DECISION

on the conclusion of the Agreement in the form of an Exchange of Letters relating to the provisional application of the Fisheries Partnership Agreement between the European Community, on the one hand, and the Government of Denmark and the Home Rule Government of Greenland, on the other

THE COUNCIL OF THE EUROPEAN UNION,

Having regard to the Treaty establishing the European Community, and in particular Article 300(2) in conjunction with Article 37,

Having regard to the proposal from the Commission[2],

Whereas:

(1) The Community, on the one hand, and the Government of Denmark and the Home Rule Government of Greenland, on the other, have negotiated a Fisheries Partnership Agreement providing Community fishermen with fishing opportunities in the waters in the exclusive economic zone of Greenland.

(2) As a result of those negotiations, a new Fisheries Partnership Agreement was initialled on 2 June 2006.

(3) The Agreement on fisheries between the European Economic Community, on the one hand, and the Government of Denmark and the local Government of Greenland, on the other, is repealed by the new Fisheries Partnership Agreement.

(4) In order to guarantee the continuation of fishing activities by Community vessels, it is essential that the new Fisheries Partnership Agreement is applied as quickly as possible; both parties have therefore initialled an Agreement in the form of an exchange of letters providing for the provisional application of the new Fisheries Partnership Agreement from 1 January 2007.

(5) It is in the interest of the Community to approve the Agreement in the form of an exchange of letters.

(6) The method for allocating the fishing opportunities among the Member States should be defined.

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[2] OJ C….

HAS DECIDED AS FOLLOWS:

Article 1

The Agreement in the form of an Exchange of Letters relating to the provisional application of the Fisheries Partnership Agreement between the European Community, on the one hand, and the Government of Denmark and the Home Rule Government of Greenland, on the other is hereby approved on behalf of the Community.

The text of the Agreement is attached to this Decision.

Article 2

The allocation of fishing opportunities including licences obtained under the Agreement referred to in Article 1 shall be conducted in accordance with Article 20 of Regulation (EC) Nr. 2371/2002.

Article 3

The Member States whose vessels fish under this Agreement shall notify the Commission of the quantities of each stock caught within the Greenlandic fishing zone in accordance with Commission Regulation (EC) No 500/2001 of 14 March 2001 laying down detailed rules for the application of Council Regulation (EEC) No 2847/93 on the monitoring of catches taken by Community fishing vessels in third country waters and on the high seas[3].

Article 4

The President of the Council is hereby authorized to designate the persons empowered to sign the Agreement in the form of an exchange of letters in order to bind the Community.

Done at Brussels,

For the Council
The President

[3] OJ L 73, 15.3.2001, p. 8.

ANNEX

Agreement in the form of exchange of letters relating to the provisional application of the Fisheries Partnership Agreement between the European Community, on the one hand, and the Government of Denmark and the Home Rule Government of Greenland, on the other

A. Letter of the Government of Denmark and the Home Rule Government of Greenland

Sir,

With reference to the Fisheries Partnership Agreement between the European Community, on the one hand, and the Government of Denmark and the Home Rule Government of Greenland, on the other, initialled on 2 June 2006, including the Protocol and Annexes thereto, setting out the fishing opportunities and the financial contribution for the period from 1 January 2007 to 31 December 2012, I have the honour to inform you that the Home Rule Government of Greenland is prepared to apply the Agreement provisionally from 1 January 2007, pending its entry into force in accordance with Article 7 thereof, provided that the European Community is disposed to do the same.

This is on the understanding that the first instalment of the financial contribution, laid down in Article 2 of the Protocol, shall be paid before 30 June 2007.

I should be grateful if you would confirm the agreement of the European Community to such provisional application.

Please accept, Sir, the assurance of my highest consideration

For the Government of Denmark and the Home Rule Government of Greenland

B. Letter of the European Community

Sir,

I have the honour to acknowledge receipt of your letter of today's date, which reads as follows:

"Sir,

With reference to the Fisheries Partnership Agreement between the European Community, on the one hand, and the Government of Denmark and the Home Rule Government of Greenland, on the other, initialled on 2 June 2006, including the Protocol and Annexes thereto, setting out the fishing opportunities and the financial contribution for the period from 1 January 2007 to 31 December 2012, I have the honour to inform you that the Home Rule Government of Greenland is prepared to apply the Agreement provisionally from 1 January 2007, pending its entry into force in accordance with Article 7 thereof, provided that the European Community is disposed to do the same.

This is on the understanding that the first instalment of the financial contribution, laid down in Article 2 of the Protocol, shall be paid before 30 June 2007.

I should be grateful if you would confirm the agreement of the European Community to such provisional application. "

I have the honour to confirm the European Community's agreement to such provisional application.

Please accept, Sir, the assurance of my highest consideration

On behalf of the Council of the European Union

Fisheries Partnership Agreement
between the European Community on the one hand, and the Government of Denmark and the Home Rule Government of Greenland, on the other

THE EUROPEAN COMMUNITY, hereinafter referred to as "the Community", and

THE GOVERNMENT OF DENMARK AND THE HOME RULE GOVERNMENT OF GREENLAND, hereinafter referred to as "Greenland",

Hereinafter referred to as the "Parties",

HAVING REGARD to the Protocol on the special arrangement applicable to Greenland

RECOGNIZING that the European Community and Greenland wish to strengthen the links between them and to establish a partnership and a cooperation which would support, complement and extend the relations and cooperation established between them in the past,

RECALLING the Council decision of November 2001 on the association of the overseas countries and territories with the European Community,

TAKING ACCOUNT of the recognition by the Council in February 2003 of the need to broaden and strengthen the future relations between the European Community and Greenland, taking into account the importance of fisheries and the need for structural and sector oriented reforms in Greenland based on a comprehensive partnership for sustainable development,

TAKING ACCOUNT of the Joint Declaration of 27 June 2006 by the European Community on one hand and the Home Rule Government of Greenland and the Government of Denmark on the other on partnership between the European Community and Greenland

RECALLING the Council Decision of 17 July 2006 on the relations between the European Community on the one hand and the Home Rule Government of Greenland and Government of Denmark on the other

RECALLING the status of Greenland, which is both autonomous and an integral part of one of the Member States of the Community

CONSIDERING the overall relationship between the Community and Greenland, and their mutual desire to continue that relationship,

HAVING REGARD TO the United Nations Convention on the Law of the Sea and the Agreement for implementation of the provisions of the United Nations Convention on the Law of the Sea relating to the conservation and management of straddling fish stocks and highly migratory fish stocks.,

AWARE of the importance of the principles established by the Code of conduct for responsible fisheries adopted at the FAO Conference in 1995,

DETERMINED to cooperate, in their mutual interest, in securing continued responsible fisheries to ensure the long-term conservation and sustainable exploitation of marine living resources,

CONVINCED that such cooperation must take the form of initiatives and measures which, whether taken jointly or separately, are complementary, consistent with policy and ensure synergy of effort,

INTENDING, to these ends, to continue a dialogue with a view to improving the sectoral fisheries policy in Greenland and identifying the appropriate means of ensuring that this policy is effectively implemented and that economic operators and civil society are involved in the process,

DESIROUS of establishing terms and conditions governing the fishing activities of Community vessels in the Greenlandic Exclusive Economic Zone and Community support for securing continued responsible fishing in those waters,

RESOLVED to pursue closer economic cooperation in the fishing industry and related activities through the setting up and development of joint enterprises involving companies from both Parties and the promotion of temporary joint ventures,

HEREBY AGREE AS FOLLOWS:

Article 1 – Scope and objectives

This Agreement establishes the principles, rules and procedures governing:

– economic, financial, technical and scientific cooperation in the fisheries sector with the purpose of ensuring that the exploitation of the fisheries resources provide sustainable economic and social conditions including the development of the Greenlandic fisheries sector;

– the conditions governing access by Community fishing vessels to the Greenlandic Exclusive Economic zone (hereinafter "the Greenlandic EEZ");

– the arrangements for regulating fisheries of Community vessels in the Greenlandic EEZ with a view to ensuring that the rules and conditions applicable to them are complied with, the measures for the conservation and management of fish stocks are effective and illegal, undeclared and unregulated fishing is prevented;

– partnerships between companies aimed at developing economic activities in the fisheries sector and related activities, in the common interest.

Article 2 – Definitions

For the purposes of this Agreement, the Protocol and the Annex:

a) "Greenland authorities" means the Greenland Home Rule Government;

b) "Community authorities" means the European Commission;

c) "Community vessel" means a fishing vessel flying the flag of a Member State of the Community and registered in the Community;

d) "joint enterprise" means any company regulated by Greenlandic law comprising one or more Community ship owners and one or more partners in Greenland, with the aim of fishing for and possibly exploiting Greenlandic fishing quotas in the Greenlandic EEZ by vessels flying the flag of Greenland with a view to the priority supply of the Community market;

e) "temporary joint ventures" means any association based on a contractual agreement of limited duration between Community ship owners and physical or legal persons in Greenland, with the aim of jointly fishing for and exploiting Greenland fishing quotas by vessels flying the flag of a Member State of the European Community and sharing the cost, profits or losses of the economic activity jointly undertaken, with a view to the priority supply to the Community market;

f) “Joint Committee” means a committee made up of representatives of the Community and Greenland whose functions are described in Article 10 of this Agreement.

Article 3 - Principles underlying the implementation of this Agreement

1. The Parties hereby undertake to secure continued responsible fishing in the Greenlandic EEZ based on the principle of non-discrimination between the different fleets fishing in those waters, without prejudice to the protocol.

2. Greenland will continue the planning of a sectoral fisheries policy and manage its implementation through annual and multi annual programmes in the light of objectives identified by common accord between the Parties. The Parties shall to that end continue the policy dialogue on the necessary reforms. The Greenland authorities hereby undertake to inform the Community authorities when further significant measures in this area are adopted.

3. The Parties shall at the request of one of them cooperate also on carrying out evaluations, both jointly or unilaterally, of measures, programmes and actions implemented on the basis of this Agreement.

4. The Parties hereby undertake to ensure that this Agreement is implemented in accordance with the principles of good economic and social governance.

Article 4 – Scientific cooperation

1. During the period covered by this Agreement, the Community and Greenland shall monitor the evolution of resources in the Greenlandic EEZ; a joint scientific committee shall upon request from the Joint Committee make a report on the basis of any term of reference laid down by that Committee.

2. Based on the best scientific advice, the Parties shall consult each other within the Joint Committee and thereafter Greenland shall adopt such conservation and

management measures as it deems necessary to achieve the objectives of the Greenland Fisheries Policy.

3. The Parties hereby undertake to consult each other, either directly or within the international organisations concerned, to ensure the management and conservation of living resources in the Greenlandic EEZ, and to cooperate in the relevant scientific research.

Article 5 – Access to the fisheries in the Greenlandic EEZ

1. Greenland hereby undertakes to authorise Community vessels to engage in fishing activities in its EEZ in accordance with this Agreement, including the Protocol and Annex thereto. The Greenland authorities shall grant to vessels designated by the Community licenses issued under the Protocol commensurate with the fishing opportunities granted in accordance with the Protocol.

2. The fishing opportunities granted to the Community by Greenland under the present Agreement may be taken by vessels flying the flag of and registered in Norway, Iceland and the Faroe Islands to the extent to which this is necessary for the proper functioning of the fisheries agreements concluded by the Community with those Parties. To this end, Greenland undertakes to authorise vessels flying the flag of, and registered in, Norway, Iceland and the Faroe Islands to engage in fishing activities in its EEZ.

3. The fishing activities governed by this Agreement shall be subject to the laws and regulations in force in Greenland. The Greenland authorities shall seek the observations of the Community authorities on any amendments to that legislation prior to the entry into force of the legislation unless the purpose of the legislation is such that it duly justifies its urgent entry into force, without any delay which could be caused by such consultation with the Community authorities. The Greenland authorities shall notify in advance and in due time the Community authorities of any amendments to that legislation.

4. Greenland shall assume responsibility for the effective application of the fisheries monitoring provisions in the Protocol. Community vessels shall cooperate with the competent authorities responsible for carrying out such monitoring.

5. The Community authorities hereby undertake to take all the appropriate steps required to ensure that Community vessels comply with this Agreement and the legislation governing fisheries in the Greenland EEZ.

Article 6 – Licences

1. Community vessels may fish in the Greenlandic EEZ only if they are in possession of a valid fishing licence issued under this Agreement.

2. The procedure for obtaining a fishing licence for a vessel, the taxes applicable and the method of payment to be used by ship owners shall be as set out in the Annex to the Protocol.

3. The contracting parties shall ensure the proper implementation of these procedures and conditions by appropriate administrative cooperation between their competent authorities.

Article 7 – Financial contribution

1. The Community shall grant Greenland a financial contribution in accordance with the terms and conditions laid down in the Protocol and Annex. This single contribution shall be composed of two related elements, namely:

   (a) a financial contribution for access by Community vessels to the Greenland fisheries, and

   (b) the Community's financial support for securing continued responsible fishing and the sustainable exploitation of fisheries resources in the Greenlandic EEZ.

2. The component of the financial contribution referred to in point (b) of paragraph 1 shall be managed by the Greenland authorities in the light of objectives identified by common accord between the Parties in accordance with the Protocol, to be achieved in the context of the Greenland Fisheries Policy and an annual and multiannual programme for its implementation.

3. The financial contribution granted by the Community shall be paid in annual amounts in accordance with the Protocol. Subject to this Agreement and the Protocol the financial contribution may be changed as a result of:

   (a) exceptional circumstances, other than natural phenomena, preventing fishing activities in the Greenlandic EEZ;

   (b) a reduction in the fishing opportunities granted to Community vessels following mutual agreement between the Parties for the purposes of managing the stocks concerned, where this is considered necessary for the conservation and sustainable exploitation of resources on the basis of the best available scientific advice;

   (c) special priority for the Community on access to additional catch opportunities beyond those set out in the Protocol to the present Agreement, provided for by mutual agreement between the Parties within the Joint Committee where the best available scientific advice indicates that the state of resources so permits;

   (d) a reassessment of the terms of Community financial support for implementing a Greenland Fisheries Policy, where this is warranted by the results of the annual and multiannual programming observed by both Parties;

   (e) suspension of the application of this Agreement under Article 13.

Article 8 – Promoting cooperation among economic operators and in civil society

1. The Parties shall encourage economic, commercial, scientific and technical cooperation in the fisheries sector and related sectors. They shall consult one another with a view to coordinating the different measures that might be taken to this end.

2. The Parties shall encourage exchanges of information on fishing techniques and gear, preservation methods and the industrial processing of fisheries products.

3. The Parties shall encourage, in particular, the setting-up of temporary joint ventures and joint enterprises in their mutual interest and in accordance with their legislation.

Article 9 – Experimental fisheries

The Parties shall promote the conduct of experimental fisheries in the Greenlandic EEZ. The Parties shall implement together the experimental fishery in accordance with details as set out in the Annex to the Protocol.

Article 10 – Joint Committee

1. A Joint Committee shall be set up to serve as a forum for the Parties for the monitoring of the application of this Agreement and ensuring its implementation.

2. The Joint Committee shall perform the following functions:

   (a) monitoring the performance, interpretation and application of the Agreement and, in particular, the definition of the annual and multiannual programming referred to in Article 7(2) and evaluation of its implementation;

   (b) providing the necessary liaison for matters of mutual interest relating to fisheries;

   (c) acting as a forum for reconciliation and the amicable settlement of any disputes regarding the interpretation or application of the Agreement;

   (d) reviewing and negotiating, where necessary, the level of existing and new fishing opportunities for relevant stocks in the Greenlandic EEZ based on the available scientific advice, the precautionary approach and the needs of the Greenlandic fishing industry and, consequently the fishing opportunities accessible to the Community and where appropriate of the financial contribution referred to in the Protocol;

   (e) evaluating the need for establishment of recovery plans and long term management plans for stocks under this agreement so as to ensure sustainable exploitation of stocks and that the impact of fishing activities on marine ecosystems is kept at sustainable levels;

(f) monitoring the applications to establish temporary joint ventures and joint enterprises under the terms of this Agreement and in particular assessing the projects presented by the Parties for the establishment of temporary joint ventures and joint enterprises in accordance with the criteria set out in the annex to the protocol of this agreement and reviewing the activities of vessels belonging to temporary joint ventures and joint enterprises operating in the Greenlandic EEZ;

(g) determining, on a case-by-case basis, relevant species, conditions and other parameters relating to experimental fishery;

(h) agreeing on administrative measures concerning access of Community fishing vessels to the Greenlandic EEZ and resources including licenses, movement of Community fishing vessels and catch reporting;

(i) agreeing on the modalities for the implementation of the Community's financial support for securing continued responsible fishing and the sustainable exploitation of fisheries resources in the Greenlandic EEZ;

(j) assessing the terms of Community financial support for implementing a Greenland Fisheries Policy, where this is warranted by the results of the annual and multiannual programming observed by both Parties;

(k) any other function which the Parties decide on by mutual agreement.

2. The Joint Committee shall meet at least once a year, alternately in the Community and in Greenland, and shall be chaired by the Party hosting the meeting. It shall hold a special meeting at the request of either of the Parties.

3. The Joint Committee shall adopt its own rules of procedure.

Article 11 – Geographical area to which the Agreement applies

This Agreement shall apply, on the one hand, to the territories in which the Treaty establishing the European Community applies, under the conditions laid down in that Treaty and, on the other, to the territory of Greenland and to the Greenlandic EEZ.

Article 12 – Duration and termination

1. This Agreement shall apply for six years from the date of its entry into force; it shall remain in force for additional periods of six years, unless notice of termination is given in accordance with paragraphs 2 and 3.

2. This Agreement may be terminated by either Party notably in the event of serious circumstances such as the degradation of the stocks concerned, or failure to comply with undertakings made by one of the Parties with regard to combating illegal, undeclared and unregulated fishing.

3. If the Agreement is terminated for the reasons mentioned in paragraph 2 the Party concerned shall notify the other Party of its intention to withdraw from the Agreement in writing at least six months before the date of expiry of the initial period or each additional period. If the Agreement is terminated for any other reason then the period of notification shall be nine months.

Article 13 – Suspension

1. Application of this Agreement may be suspended at the initiative of one of the Parties if the undertakings in this Agreement in the opinion of this Party, has been seriously infringed by the other Party. Such suspension shall require the Party concerned to notify its intention in writing at least six months before the date on which suspension is due to take effect. On receipt of this notification, the Parties shall enter into consultations with a view to resolving their differences amicably.

2. Payment of the financial contribution referred to in Article 7 and the fishing possibilities referred to in Article 5 shall be reduced proportionately, according to the duration of the suspension.

Article 14

The Protocol and the Annex and the appendices thereto shall form an integral part of this Agreement.

Article 15 – Repeal

The Fisheries Agreement of 1 February 1985 between the European Community and Greenland on fishing off Greenland is hereby repealed and replaced by this Agreement.

Article 16 – Language and entry into force

This Agreement, drawn up in duplicate in the Czech, Danish, Dutch, English, Estonian, Finnish, French, German, Greek, Hungarian, Italian, Latvian, Lithuanian, Maltese, Polish, Portuguese, Slovak, Slovene, Spanish and Swedish, each of these texts being equally authentic, shall enter into force on the date on which the parties notify each other that their adoption procedures have been completed.

PROTOCOL

setting out the fishing opportunities and financial contribution provided for in the Fisheries Partnership Agreement between the European Community on the one hand, and the Government of Denmark and the Home Rule Government of Greenland, on the other

Article 1
Period of application and fishing opportunities

1. For a period of six years from 1 January 2007, the Greenland authorities authorise Community fishing vessels to engage in fishing activities up to the level of the fishing opportunities set out in Chapter I of the Annex and those established according to paragraph 2.

   The levels of the fishing opportunities set out in Chapter I of the Annex may be revised by the Joint Committee.

2. No later than 1 December 2007 and of each subsequent year, the Joint Committee shall agree upon the fishing opportunities for the species listed in Chapter I of the Annex for the following year taking into account available scientific advice, the precautionary approach, the needs of the fishing industry and in particular the quantities set out in paragraph 7 of this article.

   In the event that the fishing opportunities are established by the Joint Committee at a lower level than the level set out in Chapter I of the Annex, Greenland shall compensate the Community in subsequent years by corresponding fishing opportunities or in the same year by other fishing opportunities.

   If no compensation is agreed between the Parties, the financial arrangements, including the parameters for the calculation of the value, referred to in Article 2(1) of this Protocol shall be adjusted proportionately.

3. The quota for shrimp in East Greenland may be fished in areas West of Greenland provided that arrangements for quota transfers between ship owners from Greenland and the European Community have been established on a company-to-company basis. The Greenland authorities shall undertake to facilitate such arrangements. The transfers of quotas can only take place within a maximum of 2,000 tonnes annually in areas of West Greenland. The fishery carried out by the Community vessels shall take place on the same conditions subject to the provisions of Chapter III of the Annex as laid down in the license issued to the Greenlandic ship owner.

4. Authorisations for experimental fisheries shall be made available for a trial period of maximum six month each, in accordance with the Annex.

5. When the Parties conclude that the experimental campaigns have achieved positive results, the Greenland authorities shall allocate 50% of the fishing opportunities on the new species to the Community fleet, until the end of this Protocol, with a corresponding increase in the part of the financial compensation referred to in Article 2.

6. Greenland shall offer to the Community additional catch opportunities. If the Community accepts, in whole or in part, such offer, the financial contribution referred to in Article 2(1) shall be increased proportionately. The procedure to be followed as regards the allocation of additional catch opportunities is set out in the Annex to this Protocol.

7. The minimum quantities for maintaining Greenlandic fishing activities are hereby set at the following levels each year:

Species (tonnes)	Western stock (NAFO 0/1)	Eastern stock (ICES XIV/V)
Snowcrab	4.000	
Cod	30.000[4]	
Redfish	2.500	5.000
Greenland halibut	4.700	4.000
Shrimp	25.000	1.500

8. Greenland shall not issue licences to Community vessels otherwise than under this Protocol.

Article 2
Financial contribution – Methods of payment

1. For the period referred to in Article 1 of this Protocol, the financial contribution of the Community referred to in Article 7 of the Agreement shall be EUR 85.843.464[5]. To this shall be added a financial reserve of EUR 9.240.000 out of which payment shall be made according to the method set out in paragraph 3 below, for quantities of cod and capelin actually made available by Greenland beyond those set out in Chapter I of the Annex hereto.

2. Paragraph 1 above shall apply subject to the provisions of Articles 1 (2), (5) and (6) and 6 of this Protocol. The total amount of the financial contribution paid by the European Community shall not be more than twice the amount indicated in Article 2(1).

3. Without prejudice to Article 1 (2), (5) and (6) of this Protocol, the Community shall pay the financial contribution referred to in paragraph 1 above in the form of an annual amount at the rate of EUR 14.307.244 during the period of application of this Protocol. As regards cod and capelin every year Greenland shall notify the Community authorities of any quantities of cod and capelin made available for catching beyond the amounts set out in Chapter I of the Annex hereto. The Community shall pay for those additional amounts 17.5% of the first landing value at the rate of EUR 1.800 per ton for cod and EUR 100 per ton for capelin, minus the fees paid by ship owners, up to a maximum of EUR 1.540.000 per year, to cover both species. Any part of this financial reserve not used in one year may be carried

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4 May be fished West or East

5 To this amount are added the following resources:
- The amount of the fees due by shipowners in point 3 of Chapter II of the Annex, paid directly to Greenland is estimated at around EUR 2.000.000 per year.

over to pay Greenland for additional quantities of cod and capelin made available for catching in the subsequent two years.

4. The Community shall pay the annual amount of the financial contribution no later than 30 June 2007 in the first year and no later than 1 March in the following years and the annual amount of the financial reserve for cod and capelin, by the same dates or as soon as possible thereafter following the notification of the availability of the quantities in question.

5. Subject to Article 4 of this Protocol, the Greenland authorities shall have full discretion regarding the use to which this financial contribution and financial reserve are put, except for annual amounts of EUR 500.000 and EUR 100.000 which shall be applied respectively for the operation of the Greenland Institute of Natural Resources and for training of fisheries officials, and in 2007 an amount of EUR 186.022 to be used for cod management plan studies.

6. The financial contribution shall be paid into a Public Treasury account opened with a financial institution specified by the Greenland authorities.

Article 3

Suspension and review of payment of the financial contribution on grounds of force majeure

1. Where serious circumstances, other than natural phenomena, prevent fishing activities in the Greenlandic EEZ, the European Community may suspend payment of the financial contribution provided for in Article 2(1) of this Protocol following consultations between the two parties where possible, and provided that the Community has paid in full any amounts due at the time of suspension.

2. Payment of the financial contribution shall resume as soon as the parties find, by mutual agreement following consultations, that the circumstances preventing fishing activities are no longer present.

3. The validity of the licences granted to Community vessels under Article 5 of the Agreement shall be extended by a period equal to the period during which fishing activities were suspended.

Article 4

Support for securing continued responsible fishing in the Greenland EEZ

1. Every year an amount of EUR 3.261.449 (exceptionally for 2007 EUR 3.224.244) of the financial contribution referred to in Article 2(1) of this Protocol shall be put towards improving and implementing a sectoral fisheries policy in Greenland with a view to securing continued responsible fishing in the Greenlandic EEZ. This contribution shall be managed in the light of objectives identified by mutual agreement between the two parties, and the annual and multiannual programming to attain them.

2. For the purposes of paragraph 1, as soon as this Protocol enters into force and no later than three months after that date, the Joint Committee shall agree on a multiannual sectoral programme and detailed implementing rules covering, in particular:

(a) annual and multiannual guidelines for using the part of the financial contribution referred to in paragraph 1;

(b) the objectives, both annual and multiannual, to be achieved with a view to securing a continuation, over time, of responsible fishing and sustainable fisheries, taking account of the priorities expressed by Greenland in its national fisheries policy and other policies relating to or having an impact on the continuation of responsible fishing and sustainable fisheries;

(c) criteria and procedures for evaluating the results obtained each year.

3. Any proposed amendments to the multiannual sectoral programme must be agreed to by both parties within the Joint Committee.

4. Each year, Greenland shall allocate the part of the financial contribution referred to in paragraph 1 with a view to implementing the multiannual programme. For the first year of application of the Protocol, that allocation shall be notified to the Community at the same time as the notification takes place for the following year. For each year thereafter, Greenland shall notify the Community of the allocation no later than 1 December of the previous year.

5. Where the annual evaluation of the progress made in implementing the multiannual sectoral programme so warrants, the European Community may ask with the approval of the Joint Committee for the application of the financial contribution referred to in Article 2(1) of this Protocol to be changed .

Article 5
Disputes – Suspension of application of the Protocol

1. Any dispute between the parties over the interpretation of this Protocol or its application shall be the subject of consultations between the parties within the Joint Committee, in a special meeting if necessary.

2. Without prejudice to Article 6 of this Protocol, application of the Protocol may be suspended at the initiative of one party if the undertakings in this protocol in the opinion of this Party have been seriously infringed by the other Party and if the consultations held within the Joint Committee under paragraph 1 have not resulted in an amicable settlement.

3. Suspension of application of the Protocol shall require the interested party to notify its intention in writing at least three months before the date on which suspension is due to take effect.

4. In the event of suspension, the parties shall continue to consult with a view to finding an amicable settlement to their dispute. Where such settlement is reached, application of the Protocol shall resume and the amount of the financial contribution and fishing opportunities shall be reduced proportionately and *pro rata temporis* according to the period during which application of the Protocol was suspended.

Article 6

Suspension of application of the Protocol on grounds of non-payment

If the Community fails to make the payments provided for in Article 2 of this Protocol, application of the Protocol may be suspended on the following terms:

(a) The competent authorities of Greenland shall notify the Community authorities of the non-payment. The latter shall make the necessary verifications and, where necessary, transmit the payment within no more than 30 working days of the date of receipt of the notification.

(b) If no payment is made and non-payment is not adequately justified within the period provided for in point (a) above, the competent Greenland authorities shall be entitled to suspend application of the Protocol. They shall inform the Community authorities of such action forthwith.

(c) Application of the Protocol shall resume as soon as the payment concerned has been made.

Article 7

Mid term review

If one of the Parties so requests during 2009, the application of Articles 1, 2 and 4 of the present protocol shall be reviewed before 1 December of that year. On that occasion the Parties may agree to amend the present Protocol regarding in particular the indicative quotas set out in Chapter I of the Annex hereto, the financial arrangements and the provisions of Article 4.

Article 8

Entry into force

This Protocol with its Annex shall apply with effect from 1 January 2007.

ANNEX

CONDITIONS GOVERNING FISHING ACTIVITIES BY COMMUNITY VESSELS IN THE GREENLANDIC EEZ

CHAPTER I – INDICATIVE CATCH OPPORTUNITIES 2007-2012 AND BY-CATCHES

1. Level of fishing opportunities authorised by Greenland:

Species	2007	2008	2009	2010	2011	2012
Cod (NAFO 0/1) [6]	1.000	3.500	3.500	3.500	3.500	3.500
Pelagic redfish (ICES XIV/V) [7]	10.838	8.000	8.000	8.000	8.000	8.000
Greenland Halibut (NAFO 0/1) – south of 68°	2.500	2.500	2.500	2.500	2.500	2.500
Greenland Halibut (ICES XIV/V) [8]	7.500	7.500	7.500	7.500	7.500	7.500
Shrimp (NAFO 0/1)	4.000	4.000	4.000	4.000	4.000	4.000
Shrimp (ICES XIV/V)	7.000	7.000	7.000	7.000	7.000	7.000
Atlantic Halibut (NAFO 0/1)	200	200	200	200	200	200
Atlantic Halibut (ICES XIV/V)[9]	1200	1200	1200	1200	1200	1200
Capelin (ICES XIV/V)	55.000[10]	55.000[10]	55.000[10]	55.000[10]	55.000[10]	55.000[10]
Snowcrab (NAFO 0/1)	500	500	500	500	500	500
By-catches (NAFO 0/1) [11]	2.600	2.300	2.300	2.300	2.300	2.300

2. By-catch limits

Community fishing vessels operating in the Greenlandic EEZ shall abide by the applicable by-catch rules, both for regulated and non-regulated species. Moreover, it is prohibited in the Greenlandic EEZ to discard regulated species.

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6 In the event of stock recovery, the Community may fish up to pm tonnes, with a corresponding increase in the part of the financial compensation referred to in Article 2 (1) of the Protocol. The quota for 2007 can only be fished as from 1June. May be fished East or West.

7 May be fished East or West. To be fished by pelagic trawl.

8 This figure may be revised in the light of the agreement for the allocation of catch possibilities between coastal countries. The fishery shall be managed through a limitation on the number of vessels fishing at the same time.

9 1.000 tonnes to be fished by no more than 6 Community demersal longliners catching Atlantic halibut and associated species. The conditions for the fishery of the demersal longliners shall be agreed upon in the framework of the Joint Committee.

10 When catchable, the Community may fish up to 7,7% of the capelin TAC for the season going from 20 June to 30 April the following year with a corresponding increase in the part of the financial compensation referred to in Article 2(1) of the Protocol.

11 By-catches are defined as any catches of species not covered by the vessel's target species indicated on the license. The composition of the by-catches shall be reviewed annually in the framework of the Joint Committee. May be fished East or West.

By-catches are defined as any catches of species not covered by the vessel's target species indicated on the license.

The maximum quantities which may be taken as by-catch are authorised when issuing the licence for target species. The maximum quantity of each regulated species which may be caught as by-catch will be indicated on the licence issued.

By-catches of regulated species will be counted against the by-catch reserve set aside as part of the fishing possibilities of the relevant species allocated to the Community. By-catches of non-regulated species will be counted against the by-catch reserve of non-regulated species set aside for the Community.

A licence fee shall not be paid for by-catches. However, in the case where a Community fishing vessel exceeds the maximum authorised quantity of by-catch of regulated species, a penalty shall be imposed amounting to three times the normal license fee for that species as regards the quantity in excess of the maximum by-catch allowed.

CHAPTER II - APPLICATION FOR AND ISSUE OF LICENCES

1. Only eligible vessels may obtain a licence to fish in the Greenlandic EEZ.

2. For a vessel to be eligible, neither the owner, the master nor the vessel itself must be prohibited from fishing in the Greenlandic EEZ. They must be in order with the Greenland authorities insofar as they must have fulfilled all prior obligations arising from their fishing activities in Greenland or within the Greenlandic EEZ under the fisheries agreements concluded with the Community.

3. The fisheries licence applications and issuing formalities referred to in Article 1, paragraph 3 of the Agreement are set out in the administrative arrangement in Appendix 1.

CHAPTER III - FISHING ZONES

The fishery shall take place within the fishing zone as defined as the Greenland Exclusive Economic Zone as provided for in the Regulation No. 1020 of 15 October 2004 in accordance with Royal Decree No. 1005 of 15 October 2004 on the Entry Into Force of Act on Exclusive Economic Zones for Greenland entering into force Act No. 411 of 22 May 1996 on Exclusive Economic Zones.

The fishery shall take place at least 12 nautical miles off the base line according to § 7 Section 2 of Act No. 18 of 31 October 1996 on Fisheries issued by the Landsting of Greenland as most recently amended by the Landsting Act No. 28 of 18. December 2003 unless specifically provided otherwise.

The baselines are defined in accordance with Royal Decree No. 1004 of 15 October 2004 on Amendment of Royal Degree on Delimitation of the territorial Waters of Greenland.

CHAPTER IV – ADDITIONAL CATCH POSSIBILITIES

The Greenland authorities shall offer the Community authorities any additional catch possibilities as referred to in Article 7 of the Agreement, in accordance with Article 1(6) of the Protocol.

The Community authorities shall inform the Greenland authorities of its reaction to the offer no later than 6 weeks after receipt of the offer. If the Community authorities either decline the offer or do not react within 6 weeks, the Greenland authorities shall be free to offer the additional catch possibilities to other parties.

CHAPTER V –ARRANGEMENTS FOR CATCH REPORTING, TECHNICAL CONSERVATION MEASURES AND OBSERVER SCHEME

1. Community fishing vessels shall be provided with a set of relevant parts of Greenlandic legislation in English for conditions regarding catch reporting, technical conservation measures and observer scheme.

2. Masters of Community fishing vessels shall keep on board a logbook in which they must record their activities in accordance with the rules provided for under Greenlandic law.

3. Fishing activities shall be carried out in accordance with the technical conservation measures as set out under Greenlandic law.

4. Any fishing operations in the Greenlandic EEZ are subject to the observer scheme provided for under Greenlandic law. Masters of Community fishing vessels shall cooperate with the Greenland authorities for the purpose of embarking of observers on board in the ports designated by the Greenland authorities.

CHAPTER VI – VMS

The conditions concerning VMS are laid down in Appendix 2.

CHAPTER VII – TEMPORARY JOINT VENTURES

The conditions concerning access to resources of temporary joint ventures are laid down in Appendix 3.

CHAPTER VIII – EXPERIMENTAL FISHERIES

The conditions concerning Experimental Fisheries are laid down in Appendix 4.

CHAPTER IX – MONITORING

When the competent authorities establish that there has been a violation of Greenlandic law by a master of a Community fishing vessel, notice thereof shall be sent as soon as possible to the European Commission and the flag Member State. The notice shall contain information concerning the name of the vessel, register number, call signal and the names of the vessel owners and master of the vessel. Furthermore, the notice shall contain a description of the circumstances leading to the violation and shall specify any sanctions applied.

The Commission shall provide the Greenland authorities with a list of the competent authorities in the Member States as well as a regular update of this list.

APPENDICES

(1) Administrative Arrangement on licences. Conditions for the exercise of fishing activities by Community vessels in the Greenlandic EEZ.

(2) Conditions On Issues related to Satellite Tracking of Fishing Vessels

(3) Conditions relating to Temporary Joint Ventures

(4) Details of implementation for experimental fisheries.

Appendix 1

ADMINISTRATIVE ARRANGEMENT ON LICENCES BETWEEN THE EUROPEAN COMMISSION, THE GOVERNMENT OF DENMARK AND THE HOME RULE GOVERNMENT OF GREENLAND.

Conditions for the exercise of fishing activities by Community vessels in the Greenland EEZ

A. LICENCE APPLICATION AND ISSUING FORMALITIES

1. Ship owners of Community fishing vessels which are interested to make use of the fishing opportunities under this agreement, or their agent, shall no later than 1 December prior to the fishing year notify through electronic transmission to the Commission via the national authorities a list of vessels concerned, containing the data set out in the attached application form. The Community authorities shall transmit forthwith these lists to the Greenland authorities. Any modifications shall be notified in advance in accordance with this procedure.

   Ship owners of Community vessels or their agent shall present to the Community authorities via the national authorities by 1 March or thirty days before the beginning of the fishing trip an application for each vessel wishing to fish under the Agreement. Applications shall be made on the forms provided for that purpose by Greenland, specimens of which are attached. Each licence application shall be accompanied by proof of payment of the fee for the licence's term of validity. The fees shall include all national and local charges related to access to fishing activities as well as fees imposed by banks for transfers of money. In case a vessel has not paid the bank transfer fee this amount will be required to be paid with the next license application of this vessel and is a precondition for the issuing of a new license. The Greenland authorities will charge an administration fee of one percent of the license fee.

   Community vessels of the same ship owner or agent may submit a collective application for a licence provided that these vessels fly the flag of one and the same Member State. Each licence issued under a collective application shall indicate the total quantity of specimen for which the licence fee has been paid and shall carry the foot-note "maximum quantity to be shared by the vessels…(names of each vessel listed on the collective application)".

   A collective application must be accompanied by a fishing plan, which gives the aimed quantity for each of the vessels. Any change in the fishing plan shall be communicated at least 3 days before the change takes place to the Greenland authorities with a copy to the European Commission and the national authorities.

   The Community authorities shall present to the Greenland authorities the (collective) application for (a) licence(s) of each vessel wishing to fish under the Agreement.

   The Greenland authorities are entitled to suspend an existing license or not to issue a new license if a Community vessel has not fulfilled the requirements of transmitting relevant logbook sheets and landing declarations to the Greenland authorities in accordance with the catch reporting arrangements.

2. The Greenland authorities shall communicate, before the entry into force of the Administrative Arrangement, all information concerning the bank accounts to be used for the payment of the fee.

3. Licences shall be issued for specific vessels and shall not be transferable - subject to the provisions of paragraph 4. Licences shall indicate the maximum quantity authorised to be caught and retained on board. An amendment of any of the maximum quantities indicated in the licence(s) shall be subject to a new application. In the case where a vessel incidentally exceeds any maximum quantity indicated in its licence, it shall pay a fee for the quantity in excess of the maximum quantity indicated in its licence. No new licence is issued to that vessel as long as the fees corresponding to the exceeded quantities are not paid. This fee is calculated in accordance with Part B 2 and thereafter tripled.

4. However, in the case of force majeure and at the request of the Commission of the European Communities, a vessel's licence may be replaced by a new licence for another vessel with characteristics similar to those of the first vessel. The new licence shall indicate:

   – the date of issue,

   – the fact that it invalidates and replaces the licence of the previous vessel.

5. Licences shall be transmitted by the Greenland Fisheries Authority to the Commission of the European Communities within 15 working days of receipt of the application.

6. The original licence or a copy of it must be held on board at all times and be presented at any time on request of the competent Greenland authorities.

B. VALIDITY OF LICENCES AND PAYMENT

1. Licences shall be valid from the date of issue to the end of the calendar year in which the licence has been issued. They shall be issued within 15 working days of receipt of the application following payment of the required licence fees per year for each vessel.

   As far as the capelin fishery is concerned, licences shall be issued from 20 June to 31 December and 1 January to 30 April.

   In case Community legislation fixing the fishing opportunities for a given year for Community vessels, in waters where catch limitations are required, has not been adopted by the beginning of the fishing year Community fishing vessels authorised to fish on 31 December in the previous fishing year may continue their activities on the same license in the year for which legislation has not been adopted provided that scientific advice allows for this. A provisional use of $1/12^{th}$ of the quota per month will be allowed provided that the applicable license fee is paid for the quota. The provisional quota may be adjusted in relation to the scientific advice and the conditions of the specific fishery.

2. The licence fee shall be 5% of the converted price which are as follows:

Species	Live weight price per tonne
Cod	1800
Redfish	1053
Greenland Halibut	2571
Shrimp	1600
Atlantic Halibut[12]	4348
Capelin	100
Snowcrab	2410

3. The licence fees are as follows:

Species	EUR per tonne
Cod	90
Redfish	53
Greenland Halibut	129
Shrimp	80
Atlantic Halibut[13]	217
Capelin	5
Snowcrab	120

The total licence fee (maximum quantity authorised to be fished multiplied by price per tonne) will be charged with a Greenlandic administration fee of one percent of the licence fee.

Should the maximum authorised quantity not be fished, the fee corresponding to this maximum authorised quantity shall not be reimbursed to the ship owner.

[12] Atlantic halibut and associated species: 3.000 Euro
[13] License fee for Atlantic halibut and associatesd speices: 150 Euro per tons

APPLICATION FORM FOR A FISHING LICENCE IN THE GREENLANDIC EEZ

1	Nationality	
2	Name of Vessel	
3	EC Community Fleet Register Number	
4	External identification letters and number	
5	Port of registration	
6	Radio call Sign	
7	Inmarsat Number (Telephone, Telex, Email)[14]	
8	Year of Building	
9	Type of Vessel	
10	Type of fishing gear	
11	Target Species + Quantity	
12	Fishing area (ICES/NAFO)	
13	Time period for a licence	
14	Owners, Address, Telephone, Telex, Email	
15	Vessel operator	
16	Name of Master	
17	Number of crew members	
18	Engine power (KW)	
19	Length (L.O.A.)	
20	Tonnage in GT	
21	Representative in Greenland Name and address	
22	Address to where the licence should be mailed, Fax	European Commission, Directorate General Fisheries, Rue de la Loi 200, B-1049 Brussels, Fax +32 2 2962338

[14] May be forwarded when application has been approved.

Appendix 2

CONDITIONS ON ISSUES RELATED TO SATELLITE TRACKING OF FISHING VESSELS

1. Satellite tracking shall apply to the Parties' fishing vessels when operating in the waters of the other party.

   Fishing vessels shall be tracked by their Flag State Fisheries Monitoring Centre (FMC) when operating in waters under the jurisdiction of the other Party.

2. For the purpose of the satellite tracking, the Parties shall exchange consistent latitude and longitude co-ordinates of waters which fall under their jurisdiction. Such co-ordinates shall be without prejudice to other claims and positions of the Parties. The data shall be communicated in computer readable form, as decimal degrees in the WGS-84 datum.

3. The Vessel Monitoring System hardware and software components shall be tamper proof, i.e. shall not permit the input or output of false positions and shall not be capable of being manually over-ridden. The system shall be fully automatic and operational at all times regardless of environmental conditions. It shall be prohibited to destroy, damage, render inoperative or otherwise interfere with the satellite-tracking device.

   In particular, the masters shall ensure that:

   – data are not altered in any way;

   – the antenna or the antennas connected to the satellite tracking devices are not obstructed in any way;

   – the power supply of the satellite tracking devices is not interrupted in any way; and

   – the satellite tracking devices are not removed from the vessel.

   It shall be prohibited for a Community fishing vessel to enter the Greenlandic EEZ without a functioning satellite tracking device. The Greenland authorities are entitled to suspend with immediate effect the license of Community fishing vessels entering the Greenlandic EEZ without functioning satellite tracking devices. The Greenland authorities shall provide notice without delay to the vessel concerned. The European Commission and the flag Member State shall be notified of the suspension of licenses by the Greenland authorities without delay.

4. Tracking shall have a position error which shall be less than 500 metres, with a confidence interval of 99%.

5. When a vessel subject to satellite tracking enters into or exits from waters under the jurisdiction of the other Party, the Flag State shall forward to the relevant FMC of the other Party an Entry or Exit message as described in the Annex. These messages shall be transmitted without delay and based on a preceding tracking on an hourly basis. The tracking frequency by the Flag State FMC of a vessel being in the waters

under the jurisdiction of the other Party, shall be on an hourly basis, or more frequent if the Parties so desire.

6. When a vessel has moved into waters under the jurisdiction of the other Party, the latest position message from the vessel will be communicated from the Flag State FMC to the relevant FMC of the other Party without delay at least every 2 hours. These messages will be identified as Position messages as described in the Annex.

7. It shall be prohibited for a vessel to switch off its satellite tracking devices when operating in waters under the jurisdiction of the other Party.

When the satellite tracking device has transmitted hourly messages with the same geographical position for more than 4 hours, a position message containing the activity code "ANC" as described in the Annex may be sent. Such position messages may be transmitted with a frequency of once every 12 hours. Within less than 1 hour after the position has changed, the hourly reporting frequency will resume.

8. Messages according to paragraphs 5, 6 and 7 shall be in computer readable form, utilising X 25 or other secure protocols, subject to prior agreement between relevant FMCs.

The X 25 shall be replaced forthwith by HTTPS or other secure protocols as soon as NEAFC has decided on a replacement.

9. In the event of technical failure or non-function of the satellite tracking device fitted on board a vessel, the master of the vessel shall communicate to his Flag State FMC information according to paragraph 7 in a timely manner. At least one position report per 4 hours shall be sufficient under such circumstances, as long as the vessel stays within the waters under the jurisdiction of the other Party. The Flag State FMC or the vessels shall forward such messages to the FMC of the other Party without undue delay.

Such faulty equipment shall be repaired or replaced before the vessel commences a new fishing trip.

Exemptions may be made where it is evident that the equipment cannot be repaired or replaced for reasons outside the control of the master or the owner of the vessel.

10. The Flag State FMC shall monitor the tracking of its vessels when in the waters under the jurisdiction of the other Party. Information shall be forwarded to the FMC of the other Party without delay in the event that it is discovered that the tracking of vessels does not function as agreed.

11. In the event that a FMC discovers that information is not being communicated by the other party in accordance with paragraphs 5, 6 and 7, the other Party shall be notified without delay.

The stored messages shall be transmitted as soon as electronic communication is re-established between the relevant FMCs.

Communication failures between FMCs shall not affect the operation of the vessels.

12. Under no circumstances shall tracking data communicated to the other Party in accordance with this Agreement be disclosed to authorities, other than control and monitoring authorities in such a form that the identification of an individual vessel can be derived.

13. The FMCs of the European Community shall be the Flag State FMC in terms of communicating messages and reports in accordance with paragraphs 5, 6 and 7 from the European Community to Greenland. For the purpose of communicating such reports and messages from Greenland to the European Community, the European Community FMC shall be the FMC of the Member State in whose waters the vessel is or has been operating. The FMC of Greenland is established at the controlling unit of Directorate of Fisheries (Greenland Fisheries Licence Control Authorities) in Nuuk.

14. The Parties shall exchange information concerning addresses and specifications that shall be used for electronic communication between their FMCs in accordance with paragraphs 5, 6 and 7. Such information shall, to the extent available, also include names, telephone numbers and e-mail addresses that can be useful for general communication between the FMCs.

15. If a vessel as identified in paragraph 1 flying the flag of one of the Parties is observed within the jurisdiction of the other Part fishing or intending to fish, without having operational satellite tracking device on board and without messages being communicated to that other Party, this vessel may be instructed to leave the waters of that Party. The Parties shall establish routines concerning the exchange of information in order to establish the factual situation causing such lack of messages. This exchange must seek to prevent the wrongful exclusion of vessel.

16. Repeated failure to comply with the measures hereby provided for may be considered a serious infringement.

17. The Parties shall review these Conditions as appropriate.

Communication of VMS messages to the FMC of the other Party

1) ″ENTRY″ message

Data Element:	**Field Code:**	**Mandatory / Optional**	**Remarks:**
Start Record	SR	M	System detail; indicates start of record
Address	AD	M	Message detail; destination Party Alfa-3 ISO country code
From	FR	M	Message detail; the transmitting Party Alfa-3 ISO country code
Record Number	RN	O	Message detail; serial number of the record in the relevant year
Record Date	RD	O	Message detail; date of transmission
Record Time	RT	O	Message detail; time of transmission
Type of Message	TM	M	Message detail; message type, “ENT”
Radio Call Sign	RC	M	Vessel detail; international radio call sign of the vessel
Internal Reference Number	IR	M	Vessel detail. Unique Party vessel number as Alfa-3 ISO flag country code followed by number
External Registration Number	XR	O	Vessel detail; the side number of the vessel
Latitude	LT	M	Position detail; position ± 99.999 (WGS-84)
Longitude	LG	M	Position detail; position ±999.999 (WGS-84)
Speed	SP	M	Position detail; Vessel speed in tenths of knots
Course	CO	M	Position detail; Vessel course 360 ° scale
Date	DA	M	Position detail; UTC date of position (YYYYMMDD)
Time	TI	M	Position detail; UTC time of position (HHMM)
End of Record	ER	M	System detail; indicates end of the record

2) ″POSITION″ message/report

Data Element:	Field Code:	Mandatory /Optional	Remarks:
Start Record	SR	M	System detail; indicates start of record
Address	AD	M	Message detail; destination Party Alfa-3 ISO country code
From	FR	M	Message detail; the transmitting Party Alfa-3 ISO country code
Record Number	RN	O	Message detail; serial number of the record in the relevant year
Record Date	RD	O	Message detail; date of transmission
Record Time	RT	O	Message detail; time of transmission
Type of Message	TM	M	Message detail; message type, "POS"[1]
Radio Call Sign	RC	M	Vessel detail; international radio call sign of the vessel
Internal Reference Number	IR	M	Vessel detail. Unique Party vessel number as Alfa-3 ISO flag country code followed by number
External Registration Number	XR	O	Vessel detail; the side number of the vessel
Latitude	LT	M	Position detail; position ± 99.999 (WGS-84)
Longitude	LG	M	Position detail; position ±999.999 (WGS-84)
Activity	AC	O[2]	Position detail; "ANC" indicating reduced reporting mode
Speed	SP	M	Position detail; Vessel speed in tenths of knots
Course	CO	M	Position detail; Vessel course 360 ° scale
Date	DA	M	Position detail; UTC date of position (YYYYMMDD)
Time	TI	M	Position detail; UTC time of position (HHMM)
End of Record	ER	M	System detail; indicates end of the record

[1] Type of message shall be "MAN" for reports communicated by vessels with a defective satellite tracking device.

[2] Applicable only if the vessel is transmitting POS messages at a reduced frequency.

3) ″EXIT″ message

Data Element:	Field Code:	Mandatory / Optional	Remarks:
Start Record	SR	M	System detail; indicates start of record
Address	AD	M	Message detail; destination Party Alfa-3 ISO country code
From	FR	M	Message detail; the transmitting Party Alfa-3 ISO country code
Record Number	RN	O	Message detail; serial number of the record in the relevant year
Record Date	RD	O	Message detail; date of transmission
Record Time	RT	O	Message detail; time of transmission
Type of Message	TM	M	Message detail; message type, “EXI”
Radio Call Sign	RC	M	Vessel detail; international radio call sign of the vessel
Internal Reference Number	IR	M	Vessel detail. Unique Party vessel number as Alfa-3 ISO flag country code followed by number
External Registration Number	XR	O	Vessel detail; the side number of the vessel
Date	DA	M	Position detail; UTC date of position (YYYYMMDD)
Time	TI	M	Position detail; UTC time of position (HHMM)
End of Record	ER	M	System detail; indicates end of the record

4) Format details

Each message in a data transmission is structured as follows:

- double slash (//) and the character “SR” indicates the start of a message,
- a double slash (//) and field code indicates the start of a data element,
- a single slash (/) separates the field code and the data,
- pairs of data are separated by space
- the character ER and a double slash (//) indicate the end of the record.

All field codes in this Annex are in The North Atlantic Format as described in The NEAFC Scheme of Control and Enforcement.

Appendix 3

METHODS AND CRITERIA FOR PROJECT ASSESSMENT FOR TEMPORARY JOINT VENTURES AND JOINT ENTERPRISES

1. The Parties shall exchange information on the projects presented for the formation of temporary joint ventures and joint enterprises according to Article 2 of the Agreement.

2. The projects shall be presented to the Community via the competent authorities of the Member State or Member States concerned.

3. The Community shall submit to the Joint Committee a list of projects concerning temporary joint ventures and joint enterprises. The Joint Committee shall assess the projects in accordance inter alia with the following criteria:

   (a) technology appropriate to the proposed fishing operations;

   (b) target species and fishing zones;

   (c) age of the vessel;

   (d) in case of temporary joint ventures, the total duration and that of fishing operations;

   (e) previous experience of the Community ship owner and any Greenlandic partner in the fisheries sector.

4. The Joint Committee shall issue an opinion on the projects following the assessment under point 3.

5. In the case of temporary joint ventures, once the projects have received a favourable opinion from the Joint Committee, the Greenland Authority shall issue the necessary authorisations and fishing licences.

CONDITIONS CONCERNING ACCESS TO RESOURCES OF TEMPORARY JOINT VENTURES IN GREENLAND

1. Licences

   The fishing licences to be issued by Greenland shall have a validity equal to the duration of the temporary joint ventures. Fishing shall take place on quotas allocated by the Greenland Authority.

2. Replacement of vessels

   A Community vessel operating under a temporary joint venture may be replaced by another Community vessel with equivalent capacity and technical specifications only on duly justified grounds and with the agreement of the parties.

3. Fitting-out

Vessels operating under temporary joint ventures shall comply with the rules and regulations applicable in Greenland regarding fitting-out, which regulation shall be applied without discrimination between Greenland and Community vessels.

Appendix 4

DETAILS OF IMPLEMENTATION FOR EXPERIMENTAL FISHERIES

The Home Rule Government of Greenland and the European Commission shall jointly decide on the European Community operators, the most suitable time as well as the arrangements for the implementation of experimental fisheries. In order to facilitate the exploratory work of the vessels, the Home Rule Government of Greenland (through the Greenland Institute of Natural resources) shall provide existing scientific and other basic information.

The Greenland fishing industry shall be closely associated (co-ordination and dialogue on the arrangements for experimental fisheries).

Length of the campaigns: maximum six month and minimum three month, unless changed by the parties in agreement.

Selection of candidates for the implementation of the experimental campaigns:

The European Commission shall communicate to the Greenland authorities the requests for licences for experimental fishery. A technical dossier specifying:

– the technical characteristics of the vessel;

– the level of expertise on the fishery of the ship officers;

– the proposal for the technical parameters of the campaign (length , gear, exploration regions etc.)

The Home Rule Government of Greenland shall organise a technical dialogue between the administrations of Greenland and the Community authorities with the ship-owners concerned, if it considers this necessary.

Before the beginning of the campaign, the vessel owners shall submit to the Greenland authorities and to the European Commission:

– a declaration of the catches already on board;

– the technical characteristics of the fishing gear to be used for the campaign;

– an assurance that they comply with the Greenland Regulations for fisheries;

During the campaign at sea, the owners of the vessels concerned shall:

– provide the Greenland Institute of Natural Resources, the Greenland authorities and the European Commission with a weekly report on catches per day and by haul, including the description of the campaign's technical parameters (position, depth, date and time, catches and other observations or comments);

– communicate the vessel's position, speed and heading by VMS;

– ensure the presence on board of one Greenlandic scientific observer or an observer chosen by the Greenland authorities. The role of the observer will be to gather scientific information from the catches, as well as to sample the catches. The observer shall be treated as a ship's officer and the vessel-owner shall cover the living costs of the observer during his stay on the vessel. The decision on the observer's time on board, the length of his stay, the boarding and landing harbour will be fixed in agreement with the Greenland authorities. Unless there is agreement between the parties to the contrary, the vessel will never be obliged to put into harbour more than once per two month;

– submit the vessels to inspection on leaving the Greenlandic EEZ if the Greenland authorities so request;

– ensure that they comply with the Greenland Regulations for fisheries;

The catches consistent with and obtained during the experimental campaign remain the property of the vessel-owner.

The catches consistent with the experimental campaign shall be established by the Greenland authorities prior to the commencement of each campaign and made available to the master of the vessel(s) concerned.

The Greenland authorities will designate a contact person responsible for addressing any unforeseen problems that might hinder the development of the experimental fisheries.

The Greenland authorities will prior to the commencement of each campaign present the details and conditions of the experimental fishing campaigns in accordance with article 9 and 10 of the Agreement and in accordance with Greenlandic law.