

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 hand

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 ⁽¹⁾	
Redfish	2 500	5 000
Greenland halibut	4 700	4 000
Shrimp	25 000	1 500

⁽¹⁾ May be fished West or East.

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 ⁽¹⁾. 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.

⁽¹⁾ To this amount are added the following resources:

- The amount of the fees due by ship-owners in point 3 of Chapter II of the Annex, paid directly to Greenland is estimated at around EUR 2 000 000 per year.

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 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 multi-annual 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) ⁽¹⁾	1 000	3 500	3 500	3 500	3 500	3 500
Pelagic redfish (ICES XIV/V) ⁽²⁾	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) ⁽³⁾	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) ⁽⁴⁾	1 200	1 200	1 200	1 200	1 200	1 200
Capelin (ICES XIV/V)	55 000 ⁽⁵⁾	55 000 ⁽⁵⁾	55 000 ⁽⁵⁾	55 000 ⁽⁵⁾	55 000 ⁽⁵⁾	55 000 ⁽⁵⁾
Snowcrab (NAFO 0/1)	500	500	500	500	500	500
By-catches (NAFO 0/1) ⁽⁶⁾	2 600	2 300	2 300	2 300	2 300	2 300

⁽¹⁾ 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 1 June. May be fished East or West.

⁽²⁾ May be fished East or West. To be fished by pelagic trawl.

⁽³⁾ 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.

⁽⁴⁾ 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.

⁽⁵⁾ 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.

⁽⁶⁾ By-catches are defined as any catches of species not covered by the vessel's target species indicated on the licence. The composition of the by-catches shall be reviewed annually in the framework of the Joint Committee. May be fished East or West.

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.

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

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 paragraph 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 six weeks after receipt of the offer. If the Community authorities either decline the offer or do not react within six 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.
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*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 30 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 licence application of this vessel and is a precondition for the issuing of a new licence. The Greenland authorities will charge an administration fee of one percent of the licence 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 footnote '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 three 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 licence or not to issue a new licence 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 licence in the year for which legislation has not been adopted provided that scientific advice allows for this. A provisional use of 1/12th of the quota per month will be allowed provided that the applicable licence 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	1 800
Redfish	1 053
Greenland Halibut	2 571
Shrimp	1 600
Atlantic Halibut ⁽¹⁾	4 348
Capelin	100
Snowcrab	2 410

⁽¹⁾ Atlantic halibut and associated species: 3 000 Euro.

3. The licence fees are as follows:

Species	EUR per tonne
Cod	90
Redfish	53
Greenland Halibut	129
Shrimp	80
Atlantic Halibut ⁽¹⁾	217
Capelin	5
Snowcrab	120

⁽¹⁾ Licence fee for Atlantic halibut and associated species: 150 Euro per ton.

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.

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, E-mail) ⁽¹⁾	
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, E-mail	
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

⁽¹⁾ 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 coordinates of waters which fall under their jurisdiction. Such coordinates 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 licence 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 licences 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 two 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 four 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 one 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 four 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 Party 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

Data Element	Field Code	Mandatory/ Optional	Remarks
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 \pm 99.999 (WGS-84)
Longitude	LG	M	Position detail; position \pm 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 (coordination 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 Articles 9 and 10 of the Agreement and in accordance with Greenlandic law.
