

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

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,

RECOGNISING 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 hand,

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.

3. 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.

4. 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, Bulgarian, Danish, Dutch, English, Estonian, Finnish, French, German, Greek, Hungarian, Italian, Latvian, Lithuanian, Maltese, Polish, Portuguese, Romanian, 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.