



EUROPEAN  
COMMISSION

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2021/0037 (NLE)

Proposal for a

## **COUNCIL DECISION**

**on the conclusion of a Sustainable Fisheries Partnership Agreement between the European Union on the one hand, and the Government of Greenland and the Government of Denmark, on the other hand and the Implementation Protocol thereto**

## **EXPLANATORY MEMORANDUM**

### **1. CONTEXT OF THE PROPOSAL**

#### **• Reasons for and objectives of the proposal**

The Council, on the basis of the recommendation from the European Commission, authorised the European Commission to negotiate, on behalf of the European Union, a new Agreement between the European Union on the one hand, and the Government of Greenland and the Government of Denmark, on the other hand, and a Protocol setting out the fishing opportunities and financial contribution. At the end of the negotiations an Agreement and Protocol were initialled by the negotiators on 11 January 2021. The new Agreement repeals and replaces the existing Agreement which entered into force on 28 June 2007;<sup>1</sup> it covers a period of six years (2021-2026) from the date of its provisional application, renewable by tacit agreement. The new Protocol covers a period of four years (2021-2024) from the date of provisional application laid down in Article 15, that being the date on which it is signed by the parties, and may be extended by two years if the parties so agree.

The purpose of this proposal is for the Council to authorise the signing and provisional application of the Sustainable Fisheries Partnership Agreement and the Implementation Protocol thereto

#### **• Consistency with existing policy provisions in the policy area**

The current Fisheries Partnership Agreement (FPA) between the European Union and the Governments of Denmark and Greenland<sup>2</sup> was signed on 28 June 2007 and entered into force on 2 November 2007 for a duration of six years. The agreement is tacitly renewed every 6 years, with the last prolongation having occurred on 1 January 2019. On this basis, the current 5-year Protocol<sup>3</sup> to the FPA entered into application on 1 January 2016<sup>4</sup> (expired on 31 December 2020) and it establishes fishing opportunities for the Union fleet and the corresponding financial contribution to be paid by the Union and EU ship-owners.

The new SFPA and its Implementing Protocol pursue the priorities of the reformed Common Fisheries Policy<sup>5</sup> and its external dimension,<sup>6</sup> with a view of continuing and reinforcing the strategic partnership between the European Union and the Governments of Greenland and Denmark in the field of fisheries.

The aim of the Protocol is to grant fishing opportunities to Union vessels in the Greenland waters, on the basis of the best available scientific advice and respecting the recommendations of the International Council for the Exploration of the Sea (ICES), the Northwest Atlantic Fisheries Organization's (NAFO) and of the North East Atlantic Fisheries Commission (NEAFC). The Commission based its position in part on the results of an evaluation of the previous Agreement and Protocol and of a forward-looking assessment of whether a new Agreement and Protocol should be concluded. The Protocol also enables the European Union and Greenland to work more closely together on promoting sound exploitation of fishery

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<sup>1</sup> <https://www.consilium.europa.eu/en/documents-publications/treaties-agreements/agreement/?id=2007046&DocLanguage=en>

<sup>2</sup> OJ L 172, 30.6.2007

<sup>3</sup> OJ L 305, 21.11.2015, p. 1

<sup>4</sup> <https://www.consilium.europa.eu/en/documents-publications/treaties-agreements/agreement/?id=2015055&DocLanguage=en>

<sup>5</sup> OJ L 354, 28.12.2013, p. 22.

<sup>6</sup> 19 March 2012 Council conclusions on the Commission's Communication on the *External dimension of the common fisheries policy*

resources in Greenlandic waters and to support efforts by the Government of Greenland to develop its fisheries sector, in the interests of both parties.

The species covered by the new Protocol are Cod, Pelagic Redfish, Demersal Redfish, Greenland Halibut, Northern Prawn, Grenadier, Capelin and Mackerel. The new Protocol provides fishing opportunities for 12 vessels. Six EU Member States have a direct fishing interest in the new Protocol, namely Denmark, France, Germany, Poland, Lithuania and Sweden and, to a lesser degree, Spain and Portugal.

In return, the EU budget will provide an annual financial compensation to Greenland of € 16 521 754 out of which € 2 931 0000 earmarked to support the fisheries policy of Greenland

- **Consistency with other Union policies**

The negotiation of a new Sustainable Fishery Partnership Agreement and its Implementing Protocol forms part of the EU's external action in relation to Overseas Countries and Territories (OCTs).

## **2. LEGAL BASIS, SUBSIDIARITY AND PROPORTIONALITY**

- **Legal basis**

The legal basis is Article 43(2) of the Treaty on the Functioning of the European Union, which establishes the Common Fisheries Policy and Article 218(6)(a)(v) and (7) TFEU on the conclusion of agreements between the Union and third countries and the possibility to authorise the negotiator to approve on behalf of the Union modifications to the agreement that have been adopted by a simplified procedure or by a body set up by the agreement.

- **Subsidiarity (for non-exclusive competence)**

The proposal falls under the exclusive competence of the European Union.

- **Proportionality**

The proposal is proportionate to the objective of establishing a legal, environmental, economic and social governance framework for fishing activities carried out by EU vessels in third-country waters, as set out in Article 31 of the Regulation establishing the Common Fisheries Policy. It complies with those provisions as well as with those on financial assistance to third countries laid down in Article 32 of that Regulation.

## **3. RESULTS OF EX-POST EVALUATIONS, STAKEHOLDER CONSULTATIONS AND IMPACT ASSESSMENTS**

- **Ex-post evaluations/fitness checks of existing legislation**

The ex-post evaluation was conducted over the period April to August 2019. Stakeholders were consulted during the ex-post evaluation of the Protocol for the period 2016-20. Experts from the Member States were also consulted in technical meetings. These consultations led to the conclusion that it would be beneficial to renew the Protocol with the governments of Greenland and Denmark. The main reasons why it was considered beneficial to renew the protocol are, on the one hand, because the FPA and the protocol are very relevant to the needs of the EU in terms of providing access to the EU fleet and supporting scientific collaboration and sustainable exploitation and, on the other hand, because the agreement is relevant to the Greenland government in terms of cooperation with the EU.

- **Stakeholder consultations**

Member States, industry representatives, international civil society organisations and the fisheries administration and civil society representatives of Greenland were consulted as part of the evaluation. Consultations also took place in the framework of the Long Distance Advisory Council.

- **Collection and use of expertise**

The Commission used an independent consultant for the ex-post and ex-ante evaluations, in accordance with Article 31(10) of the Regulation establishing the Common Fisheries Policy.

#### **4. BUDGETARY IMPLICATIONS**

The annual financial contribution from the European Union is EUR 16 521 754, based on:

- a) an annual amount for access to fishery resources for the categories provided for in the Protocol, set at EUR 13 590 754 for the duration of the Protocol;
- b) support for the development of Greenland's sectoral fisheries policy amounting to EUR 2 931 000 for the duration of the Protocol. This support meets the objectives of Greenland's national policy on the sustainable management of their maritime fishery resources for the entire duration of the Protocol.

The annual amount for commitment and payment appropriations is established during the annual budgetary procedure, including for the reserve line for protocols not yet having entered into force at the beginning of the year<sup>7</sup>.

#### **5. OTHER ELEMENTS**

- **Implementation plans and monitoring, evaluation and reporting arrangements**

The monitoring arrangements are provided for in the Protocol implementing the new Partnership Agreement.

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<sup>7</sup>

In accordance with the Interinstitutional Agreement on cooperation in budgetary matters (2013/C 373/01).

Proposal for a

## COUNCIL DECISION

**on the conclusion of a Sustainable Fisheries Partnership Agreement between the European Union on the one hand, and the Government of Greenland and the Government of Denmark, on the other hand and the Implementation Protocol thereto**

THE COUNCIL OF THE EUROPEAN UNION,

Having regard to the Treaty on the Functioning of the European Union, and in particular Article 43(2) in conjunction with Article 218(6)(a)(v) and (7) thereof,

Having regard to the proposal from the European Commission,

Having regard to the consent of the European Parliament<sup>8</sup>,

Whereas:

- (1) The Commission negotiated on behalf of the European Union a new Sustainable Fisheries Partnership Agreement between the European Union on the one hand, and the Government of Greenland and the Government of Denmark, on the other hand ("Partnership Agreement") as well as a new Implementation Protocol to the Partnership Agreement.
- (2) The Partnership Agreement and the Implementation Protocol were initialled at the end of those negotiations on 11 January 2021.
- (3) The Partnership Agreement repeals the previous Agreement that was concluded between the European Community on the one hand, and the Government of Denmark and the Home Rule Government of Greenland, on the other hand and that entered into force on 28 June 2007.
- (4) In accordance with Council Decision 2021/.../EU<sup>9</sup>, the new Partnership Agreement and the Implementation Protocol were signed on... *[insert the date of signature]*.
- (5) The Partnership Agreement and Implementation Protocol have been applied on a provisional basis from the date of their signature.
- (6) The Partnership Agreement and the Implementation Protocol should be approved on behalf of the European Union.
- (7) Article 12 of the Agreement establishes the Joint Committee responsible for monitoring its implementation. Furthermore, in accordance with Article 4 and Article 7 of the Protocol, the Joint Committee may approve certain amendments to the Protocol. In order to facilitate the approval of such amendments, the Commission should be empowered, subject to specific conditions, to approve them under a simplified procedure,

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<sup>8</sup>

<sup>9</sup> OJ L ..., ..., p. .

HAS ADOPTED THIS DECISION:

*Article 1*

The Sustainable Fisheries Partnership Agreement between the European Union on the one hand and the Government of Greenland and the Government of Denmark, on the other hand (hereinafter referred to as ‘the Agreement’) and the Implementation Protocol thereto (hereinafter referred to as ‘the Protocol’) are hereby approved on behalf of the Union.

The text of the Agreement and Protocol is attached to this Decision as Annex I.

*Article 2*

In accordance with the provisions and conditions laid down in Annex II to this Decision, the Commission is authorised to approve, on behalf of the Union, the amendments to the Protocol adopted by the Joint Committee established under Article 12 of the Agreement.

*Article 3*

The President of the Council shall, on behalf of the Union, give the notification provided for in Article 20 of the Fisheries Agreement and Article 14 of the Implementation Protocol thereto.

*Article 4*

This Decision shall enter into force on the day following that of its publication in the *Official Journal of the European Union*.

*Article 5*

This Decision is addressed to the Member States.

Done at Brussels,

*For the Council  
The President*

## LEGISLATIVE FINANCIAL STATEMENT

### 1. FRAMEWORK OF THE PROPOSAL/INITIATIVE

#### 1.1. Title of the proposal/initiative

Proposal for a Council Decision on the signing, on behalf of the European Union, and provisional application of the Sustainable Fisheries Partnership Agreement and its Implementing Protocol between the European Union on the one hand, and the Government of Greenland and the Government of Denmark.

#### 1.2. Policy area(s) concerned in the ABM/ABB structure<sup>10</sup>

11 – Maritime affairs and fisheries

11.03 – Compulsory contributions to regional fisheries management organisations (RFMOs) and other international organisations and sustainable fisheries agreements (SFAs)

11.03.01 – Establishing a governance framework for fishing activities carried out by Union fishing vessels in third-country waters

#### 1.3. Nature of the proposal/initiative

☒ The proposal/initiative relates to **a new action**

☐ The proposal/initiative relates to **a new action following a pilot project/preparatory action**<sup>11</sup>

☐ The proposal/initiative relates to **the extension of an existing action**

☐ The proposal/initiative relates to **an action redirected towards a new action**

#### 1.4. Objective(s)

##### 1.4.1. *The Commission's multiannual strategic objective(s) targeted by the proposal/initiative*

The negotiation and conclusion of Sustainable Fisheries Partnership Agreements (SFPAs) with third countries meet the general objective of giving EU fishing vessels access to the fishing zones of third countries and developing a partnership with those countries with a view to strengthening the sustainable exploitation of fishery resources outside EU waters.

SFPAs also ensure consistency between the principles governing the common fisheries policy and commitments made under other European policies (sustainable use of third-country resources, combating illegal, unreported and unregulated (IUU) fishing, integration of partner countries into the global economy and better political and financial governance of fisheries).

##### 1.4.2. *Specific objective(s) and ABM/ABB activity(ies) concerned*

###### Specific objective No 1

To contribute to sustainable fishing in non-EU waters, maintain a European presence in distant-water fisheries and protect the interests of the European fisheries sector

<sup>10</sup> ABM: activity-based management; ABB: activity-based budgeting.

<sup>11</sup> As referred to in Article 54(2)(a) or (b) of the Financial Regulation.

and consumers by negotiating and concluding SFPAs with coastal states, consistent with other European policies.

**1.4.3. Expected result(s) and impact**

*Specify the effects which the proposal/initiative should have on the beneficiaries/groups targeted.*

The conclusion of the Agreement and its Implementing Protocol enables to continue and reinforce the strategic fisheries partnership between the European Union and Greenland. The conclusion of the Protocol will create fishing opportunities for Union vessels in the Grenlandic fishing zone.

The Agreement and the Protocol will also contribute to better management and conservation of fishery resources, through financial support (sectoral support) for the implementation of programmes adopted at national level by the partner country, in particular to reinforce monitoring, control and surveillance.

Lastly, the Agreement and the Protocol will contribute to Greenland's sustainable exploitation of its marine resources and to Greenland's fishing economy by promoting growth associated with fishing-related economic activities.

**1.4.4. Indicators of results and impact**

*Specify the indicators for monitoring implementation of the proposal/initiative.*

Fishing opportunity utilisation rates (annual uptake of fishing authorisations as a percentage of availability under the Protocol).

Catch data (gathering and analysis) and the commercial value of the Agreement.

Contribution to employment and to added value in the Union and to stabilising the Union market (in aggregate with other SFPAs).

Contribution to improving research, surveillance and control of fishing activity by the partner country and the development of its fisheries sector.

**1.5. Grounds for the proposal/initiative**

**1.5.1. Requirement(s) to be met in the short or long term**

It is intended that the new Agreement and Implementing Protocol will apply provisionally from the date of its signature, so as to minimise any interruption of fishing operations which are ongoing under the current Protocol.

The new Agreement and Protocol will provide a framework for the fishing activities of the Union fleet in Greenland fishing zone and will authorise EU vessel owners to apply for fishing authorisations to fish in that zone. In addition, the new Agreement and Protocol will enhance cooperation between the EU and Greenland with a view to promoting the development of a sustainable fisheries policy. It provides, in particular, for vessels to be monitored via VMS and for the electronic transmission of catch data. The sectoral support available under the Protocol will help Greenland with its national fisheries strategy.

**1.5.2. Added value of EU involvement**

Failure by the Union to agree on a new Agreement and Protocol would impede the fishing activity of Union vessels as the current Agreement contains a clause excluding fishing activities not taking place in the framework defined by a Protocol to the Agreement. Consequently, the added value for the EU's long-distance fleet is



very clear. The Protocol also offers a framework for enhanced cooperation between the Union and Greenland.

*1.5.3. Lessons learned from similar experiences in the past*

Funds provided as financial compensation for access under the SFPA constitute fungible revenue in the national budget of Greenland. However, funds intended for sectoral support are allocated (generally by introduction in the annual budget law) to the Ministry responsible for fisheries, as a condition for the conclusion and monitoring of SFPAs. These financial resources are compatible with other sources of funding from other providers of international funding for carrying out projects and/or programmes at national level in the fisheries sector.

*1.5.4. Compatibility and possible synergy with other appropriate instruments*

Not applicable

**1.6. Duration and financial impact**

Proposal of **limited duration**

- ☒ Proposal/initiative in effect from 2021 to 2026
- ☒ Financial impact from 2021 to 2025

☐ Proposal/initiative of **unlimited duration**

- Implementation with a start-up period from YYYY to YYYY,
- followed by full-scale operation.

**1.7. Management mode(s) planned<sup>12</sup>**

☒ **Direct management** by the Commission

- ☒ by its departments, including by its staff in the Union delegations;
- ☐ by the executive agencies

☐ **Shared management** with the Member States

☐ **Indirect management** by entrusting budget implementation tasks to:

- ☐ third countries or the bodies they have designated;
- ☐ international organisations and their agencies (to be specified);
- ☐ the EIB and the European Investment Fund;
- ☐ bodies referred to in Articles 208 and 209 of the Financial Regulation;
- ☐ public law bodies;
- ☐ bodies governed by private law with a public service mission to the extent that they provide adequate financial guarantees;
- ☐ bodies governed by the private law of a Member State that are entrusted with the implementation of a public-private partnership and that provide adequate financial guarantees;

<sup>12</sup> Details of management modes and references to the Financial Regulation may be found on the BudgWeb site: [http://www.cc.cec/budg/man/budgmanag/budgmanag\\_en.html](http://www.cc.cec/budg/man/budgmanag/budgmanag_en.html)

- ☐ persons entrusted with the implementation of specific actions in the CFSP pursuant to Title V of the TEU, and identified in the relevant basic act.
- *If more than one management mode is indicated, please provide details in the 'Comments' section.*

Comments

## 2. MANAGEMENT MEASURES

### 2.1. Monitoring and reporting rules

*Specify frequency and conditions.*

The Commission (DG MARE) will ensure regular monitoring of the implementation of the Protocol as regards the use of fishing opportunities by operators, catch data and compliance with conditions for sectoral support.

Furthermore, the SFPA provides for at least one annual meeting of the Joint Committee, at which the Commission and Greenland will review the implementation of the Agreement and Protocol and, if necessary, adjust the programming and the financial contribution.

### 2.2. Management and control system

#### 2.2.1. Risk(s) identified

Payments will be implemented in a decoupled manner as regards the contribution for access and the contribution for sectoral support.

The payments for access will be made annually on the anniversary date of the Protocol, except in the first year, when the payment will be made in the three months after the start of provisional application. Vessel access will be controlled by the issuing of fishing authorisations.

The support will be paid for the first time within three months after the start of the provisional application, subject to the agreement on an annual and multiannual implementation programme; for the following years, it will be conditional to the results achieved. The results achieved and the implementation rate will be monitored in accordance with the Guidelines on the Implementation of Sectoral Support for Greenland Fisheries policy to be agreed by the Parties, on the basis of reports or documentary evidence provided by the partner country.

#### 2.2.2. Information concerning the internal control system set up

The identified risk is the under-use of fishing opportunities by EU vessel owners and the under-use or delayed use by Greenland of funds intended to finance the sectoral fisheries policy. Extensive dialogue is planned on the programming and implementation of the sectoral policy laid down in the Agreement and the Protocol. Joint analysis of results, as referred to in Article 4 of the Protocol, also forms part of these control methods. In addition, the Agreement and the Protocol contain specific clauses for their suspension, under certain conditions and in given circumstances.

#### 2.2.3. Estimate of the costs and benefits of the controls and assessment of the expected level of risk of error

Payments relating to access costs under Sustainable Fisheries Partnership Agreements (SFPAs) are subject to checks aimed at ensuring their compliance with

the provisions of international agreements. Checks relating to sectoral support are aimed at monitoring the implementation of the support. Monitoring is carried out by Commission staff in EU Delegations and during Joint Committees meetings. A multiannual programming matrix is used to evaluate progress. If progress is insufficient, the payment of the next tranche is suspended or possibly reduced. The overall cost of the checks on all SFPAs is estimated to be around 1.8% (of the contributions in 2018). The procedures for checks on SFPAs are based largely on essential regulatory requirements. If no shortcomings that could have a significant impact on the legality and regularity of the financial transactions are detected, the checks are considered effective. The average error rate is estimated at 0.0%.

### **2.3. Measures to prevent fraud and irregularities**

*Specify existing or envisaged prevention and protection measures.*

The Commission undertakes to establish political dialogue and regular coordination with Greenland with a view to improving the management of the Agreement and the Protocol, and strengthening the Union's contribution to sustainable resources management. Any payment which the Commission makes under an SFPA is subject to the Commission's standard rules and budgetary and financial procedures. In particular, the bank accounts of the third countries into which the financial contribution is paid are fully identified. Article 3(6) of the Protocol provides that the financial contribution for access and that intended for development of the sector are to be paid into a Public Treasury account.

### 3. ESTIMATED FINANCIAL IMPACT OF THE PROPOSAL/INITIATIVE

#### 3.1. Heading(s) of the multiannual financial framework and expenditure budget line(s) affected

- Existing budget lines

In order of multiannual financial framework headings and budget lines.

Heading of multiannual financial framework	Budget line	Type of expenditure	Contribution			
	Number	Diff./Non-diff. <sup>13</sup>	from EFTA countries <sup>14</sup>	from candidate countries <sup>15</sup>	from third countries	within the meaning of Article 21(2)(b) of the Financial Regulation
	11.03.01 Establishing a governance framework for fishing activities carried out by European Union fishing vessels in third-country waters (SFAs)	Diff.	NO	NO	NO	NO

- New budget lines requested

In order of multiannual financial framework headings and budget lines.

Heading of multiannual financial framework	Budget line	Type of expenditure	Contribution			
	Number	Diff./Non-diff.	from EFTA countries	from candidate countries	from third countries	within the meaning of Article 21(2)(b) of the Financial Regulation
	[XX.YY.YY.YY]		YES/NO	YES/NO	YES/NO	YES/NO

<sup>13</sup> Diff. = Differentiated appropriations / Non-diff. = Non-differentiated appropriations.

<sup>14</sup> EFTA: European Free Trade Association.

<sup>15</sup> Candidate countries and, where applicable, potential candidate countries from the Western Balkans.

3.2. Estimated impact on expenditure  
3.2.1. Summary of estimated impact on expenditure

EUR million (to three decimal places)

Heading of multiannual financial framework			No 2	Sustainable growth: natural resources						
DG: MARE				2021	2022	2023	2024	2025	2026	TOTAL
• Operational appropriations										
Budget line <sup>16</sup> 11.03.01	Commitments	(1a)		16.5217 54	16.5217 54	16.5217 54	16.5217 54	16.5217 54	16.52175 4	99.13052 4
	Payments	(2a)		16.5217 54	16.5217 54	16.5217 54	16.5217 54	16.5217 54	16.52175 4	99.13052 4
Budget line	Commitments	(1b)								
	Payments	(2b)								
Appropriations of an administrative nature financed from the envelope of specific programmes <sup>17</sup>										
Budget line		(3)								
TOTAL appropriations for DG MARE	Commitments	=1a+1b +3		16.5217 54	16.5217 54	16.5217 54	16.5217 54	16.5217 54	16.52175 4	99.13052 4
	Payments	=2a+2b		16.5217	16.5217	16.5217	16.5217	16.5217	16.52175	99.13052

16

According to the official budget nomenclature.

17

Technical and/or administrative assistance and expenditure in support of the implementation of EU programmes and/or actions (former 'BA' lines), indirect research, direct research.

		+3	54	54	54	54	54	54	4	4
	Commitments	(4)	16.5217 54	16.5217 54	16.5217 54	16.5217 54	16.5217 54	16.5217 54	16.52175 4	99.13052 4
	Payments	(5)	16.5217 54	16.5217 54	16.5217 54	16.5217 54	16.5217 54	16.5217 54	16.52175 4	99.13052 4

<ul style="list-style-type: none"> <li>• TOTAL appropriations of an administrative nature financed from the envelope for specific programmes</li> </ul>		(6)								
	TOTAL appropriations under HEADING 2 of the multiannual financial framework									
	Commitments	=4+ 6	16.5217 54	16.5217 54	16.5217 54	16.5217 54	16.5217 54	16.5217 54	16.5217 54	99.1305 24
	Payments	=5+ 6	16.5217 54	16.5217 54	16.5217 54	16.5217 54	16.5217 54	16.5217 54	16.5217 54	99.1305 24

**If more than one heading is affected by the proposal / initiative:**

<ul style="list-style-type: none"> <li>• TOTAL operational appropriations</li> </ul>	Commitments	(4)	16.5217 54	16.5217 54	16.5217 54	16.5217 54	16.5217 54	16.5217 54	16.5217 54	99.1305 24
	Payments	(5)	16.5217 54	16.5217 54	16.5217 54	16.5217 54	16.5217 54	16.5217 54	16.5217 54	99.1305 24
	• TOTAL appropriations of an administrative nature financed from the envelope for specific programmes	(6)								
<ul style="list-style-type: none"> <li>• TOTAL appropriations under HEADINGS 1 to 4 of the multiannual financial framework (Reference amount)</li> </ul>	Commitments	=4+ 6	16.5217 54	16.5217 54	16.5217 54	16.5217 54	16.5217 54	16.5217 54	16.5217 54	99.1305 24
	Payments	=5+ 6	16.5217	16.5217	16.5217	16.5217	16.5217	16.5217	16.5217	99.1305 24



Heading of multiannual financial framework	5	'Administrative expenditure'					
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EUR million (to three decimal places)

DG: <.....>	Year 2021	Year 2022	Year 2023	Year 2024	Year 2025	Year 2026	TOTAL
• Human resources							
• Other administrative expenditure							
<b>TOTAL DG &lt;.....&gt;</b>							
Appropriations							

TOTAL appropriations under HEADING 5 of the multiannual financial framework	(Total commitments = Total payments)						
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EUR million (to three decimal places)

TOTAL appropriations under HEADINGS 1 to 5 of the multiannual financial framework	Year 2021 <sup>18</sup>	Year 2022	Year 2023	Year 2024	Year 2025	Year 2026	TOTAL
Commitments	16.521754	16.521754	16.521754	16.521754	16.521754	16.521754	99.130524
Payments	16.521754	16.521754	16.521754	16.521754	16.521754	16.521754	99.130524

<sup>18</sup> Year N is the year in which implementation of the proposal/initiative starts.



3.2.2. Estimated impact on operational appropriations

- ☐ The proposal/initiative does not require the use of operational appropriations
- ☐ The proposal/initiative requires the use of operational appropriations, as explained below:

Commitment appropriations in EUR million (to three decimal places)

Indicate objectives and outputs				2021	2022	2023	2024	2025	2026	TOTAL	
		Type <sup>19</sup>	Average cost	Number	Cost	Number	Cost	Number	Cost	Total number	Total cost
SPECIFIC OBJECTIVE No 1 <sup>20</sup> ...											
- Access	Annual			13.590 754		13.590 754		13.590 754		13.590 754	81.544524
- Sectoral	Annual			2.931		2.931		2.931		2.931	17.58600
- Output											
Subtotal for specific objective No 1											
TOTALS				16.52 1754		16.52 1754		16.52 1754		16.52 1754	99.130524

<sup>19</sup> Outputs are products and services to be supplied (e.g. number of student exchanges financed, number of km of roads built).  
<sup>20</sup> As described in point 1.4.2. 'Specific objective(s)...'

### 3.2.3. Estimated impact on appropriations of an administrative nature

#### 3.2.3.1. Summary

- ☐ The proposal/initiative does not require the use of appropriations of an administrative nature
- ☐ The proposal/initiative requires the use of appropriations of an administrative nature, as explained below:

EUR million (to three decimal places)

	Year N <sup>21</sup>	Year N+1	Year N+2	Year N+3	Enter as many years as necessary to show the duration of the impact (see point 1.6)			TOTAL
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<b>HEADING 5 of the multiannual financial framework</b>								
Human resources								
Other administrative expenditure								
<b>Subtotal HEADING 5 of the multiannual financial framework</b>								

<b>Outside HEADING 5<sup>22</sup> of the multiannual financial framework</b>								
Human resources								
Other expenditure of an administrative nature								
<b>Subtotal outside HEADING 5 of the multiannual financial framework</b>								

<b>TOTAL</b>								
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The appropriations required for human resources and other expenditure of an administrative nature will be met by appropriations from the DG that are already assigned to management of the action and/or have been redeployed within the DG, together if necessary with any additional allocation which may be granted to the managing DG under the annual allocation procedure and in the light of budgetary constraints.

<sup>21</sup> Year N is the year in which implementation of the proposal/initiative starts.

<sup>22</sup> Technical and/or administrative assistance and expenditure in support of the implementation of EU programmes and/or actions (former 'BA' lines), indirect research, direct research.

### 3.2.3.2. Estimated requirements of human resources

- ☒ The proposal/initiative does not require the use of human resources.
- ☐ The proposal/initiative requires the use of human resources, as explained below:

*Estimate to be expressed in full time equivalent units*

	Year N	Year N+1	Year N+2	Ye ar N+ 3	Enter as many years as necessa ry to show the duratio n of the impact (see point 1.6)		
<b>• Establishment plan posts (officials and temporary staff)</b>							
XX 01 01 01 (Headquarters and Commission's Representation Offices)							
XX 01 01 02 (Delegations)							
XX 01 05 01 (Indirect research)							
10 01 05 01 (Direct research)							
<b>• External staff (in Full Time Equivalent unit: FTE)<sup>23</sup></b>							
XX 01 02 01 (AC, END, INT from the 'global envelope')							
XX 01 02 02 (AC, AL, END, INT and JED in the delegations)							
XX 01 04 yy <sup>24</sup>	- at Headquarters						
	- in Delegations						
XX 01 05 02 (AC, END, INT - Indirect research)							
10 01 05 02 (AC, END, INT - Direct research)							
Other budget lines (specify)							
<b>TOTAL</b>							

XX is the policy area or budget title concerned.

The human resources required will be met by staff from the DG who are already assigned to management of the action and/or have been redeployed within the DG, together if necessary with any additional allocation which may be granted to the managing DG under the annual allocation procedure and in the light of budgetary constraints.

Description of tasks to be carried out:

Officials and temporary staff	
External staff	

<sup>23</sup> AC= Contract Staff; AL = Local Staff; END= Seconded National Expert; INT = agency staff; JED= Junior Experts in Delegations.

<sup>24</sup> Sub-ceiling for external staff covered by operational appropriations (former 'BA' lines).

### 3.2.4. *Compatibility with the current multiannual financial framework*

- ☒ X The proposal/initiative is compatible the current multiannual financial framework.
- ☐ The proposal/initiative will entail reprogramming of the relevant heading in the multiannual financial framework.

This concerns the use of the reserve line (Chapter 40).

- ☐ The proposal/initiative requires application of the flexibility instrument or revision of the multiannual financial framework.

Explain what is required, specifying the headings and budget lines concerned and the corresponding amounts.

### 3.2.5. *Third-party contributions*

- ☒ X The proposal/initiative does not provide for co-financing by third parties.
- ☐ The proposal/initiative provides for the co-financing estimated below:

Appropriations in EUR million (to three decimal places)

	Year N	Year N+1	Year N+2	Year N+3	Enter as many years as necessary to show the duration of the impact (see point 1.6)			Total
Specify the co-financing body								
TOTAL appropriations co-financed								

### 3.3. Estimated impact on revenue

- ☐ The proposal/initiative has no financial impact on revenue.
- ☐ The proposal/initiative has the following financial impact:
  - ☐ on own resources
  - ☐ on miscellaneous revenue

EUR million (to three decimal places)

Budget revenue line:	Appropriations available for the current financial year	Impact of the proposal/initiative <sup>25</sup>					
		Year N	Year N+1	Year N+2	Year N+3	Enter as many years as necessary to show the duration of the impact (see point 1.6)	
Article .....							

For miscellaneous ‘assigned’ revenue, specify the budget expenditure line(s) affected.

Specify the method for calculating the impact on revenue.

<sup>25</sup> As regards traditional own resources (customs duties, sugar levies), the amounts indicated must be net amounts, i.e. gross amounts after deduction of 25 % for collection costs.



EUROPEAN  
COMMISSION

Brussels, 16.2.2021  
COM(2021) 72 final

ANNEXES 1 to 2

## **ANNEXES**

**to the**

### **Proposal for a Council Decision**

**on the conclusion of a Sustainable Fisheries Partnership Agreement between the European Union on the one hand, and the Government of Greenland and the Government of Denmark, on the other hand and the Implementation Protocol thereto**

## **ANNEX I**

### **SUSTAINABLE FISHERIES PARTNERSHIP AGREEMENT**

**between the European Union on the one hand, and the Government of Greenland and the Government of Denmark, on the other hand**

**THE EUROPEAN UNION,**

(hereinafter referred to as ‘the Union’)

and

**THE GOVERNMENT OF GREENLAND and GOVERNMENT OF DENMARK,**

hereinafter referred to as ‘Greenland’,

both hereinafter referred to as the ‘Parties’,

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

RECOGNISING that the European Union 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,

TAKING ACCOUNT of the recognition by the Council in February 2003 of the need to broaden and strengthen the future relations between the European Union 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,

RECALLING the Council Decision of 25 November 2013 on the association of the overseas countries and territories with the European Union,

RECALLING the Council Decision of 14 March 2014 on relations between the European Union on the one hand and the Government of Greenland and the Kingdom of Denmark on the other hand,

TAKING ACCOUNT of the Joint Declaration of 19 March 2015 by the European Union on one hand and the Government of Greenland and the Government of Denmark on the other on relations between the European Union and Greenland,

STRESSING the importance of international cooperation in the Arctic to keep the Arctic a safe, secure, sustainable and prosperous region, building on the Ilulissat Declaration of 2008, reconfirmed in 2018,

WELCOMING the signing of the Agreement to prevent unregulated high seas fisheries in the Central Arctic Ocean on 3 October 2018 in Ilulissat, Greenland,

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

NOTING that the Act on Greenland Self-Government entered into force on 21 June 2009 replacing the Act on Greenland Home Rule, changing the status of Greenland within the Kingdom of Denmark vesting the Government of Greenland with the authority to assume new fields of legislative and executive responsibilities;

NOTING that Greenland under the Self Government Arrangement exercises its jurisdiction in the Greenlandic Exclusive Economic Zone.

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 Food and Agriculture Organisation (FAO) Conference in 1995 and of the FAO Port State Measures Agreement to Prevent, Deter and Eliminate Illegal, Unreported and Unregulated (IUU) Fishing, and DETERMINED to take the necessary measures to implement them,

DETERMINED to cooperate, in their mutual interest, in securing continued sustainable 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 continue to improve the sectoral fisheries policy in Greenland and identifying the appropriate means of ensuring that this policy is effectively implemented,

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

HEREBY AGREE AS FOLLOWS:

### *Article 1*

#### *Scope*

This Agreement establishes the principles, rules and procedures governing:

- economic, financial, technical and scientific cooperation in the fisheries sector with the view to promote continued sustainable fishing in the Greenlandic Exclusive Economic Zone (hereinafter ‘the Greenlandic EEZ’), to achieve economic and social benefits, including the development of the Greenlandic fisheries sector,
- the conditions governing access by Union fishing vessels to the Greenlandic EEZ,
- the arrangements for regulating fisheries of Union vessels in the Greenlandic EEZ with a view to ensuring that the rules and conditions applicable to them are complied with, that the measures for the conservation and management of fish stocks are effective and that illegal, undeclared and unregulated fishing (hereinafter IUU) 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 Government of Greenland;
- (b) ‘Union authorities’ means the European Commission;
- (c) ‘Agreement’ means the Agreement, the Protocol and the Annex and Appendices thereto;



- (d) 'Union vessel' means a fishing vessel flying the flag of a Member State of the Union and registered in the Union;
- (e) 'fishing vessel' means any vessel equipped for commercial exploitation of marine living resources;
- (f) 'Fishing authorisation' defined as 'licence' as per the Greenland legislation;
- (g) 'joint enterprise' means any company regulated by Greenlandic law comprising one or more Union 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 Union market;
- (h) 'temporary joint ventures' means any association based on a contractual agreement of limited duration between Union ship owners and physical or legal persons in Greenland, with the aim of jointly fishing for and exploiting fishing quotas and sharing the cost, profits or losses of the economic activity jointly undertaken, with a view to the priority supply to the market of the European Union;
- (i) 'Joint Committee' means a committee made up of representatives of the Union and Greenland whose functions are described in Article 12 of this Agreement;
- (j) 'sustainable fisheries' means fishing in accordance with the objectives and principles enshrined in the Code of Conduct for Responsible Fisheries adopted at the 1995 Conference of the Food and Agriculture Organization of the United Nations (FAO).

### *Article 3*

#### *Principles and objectives underlying the implementation of this Agreement*

1. The Parties hereby undertake to secure continued sustainable fishing in the Greenlandic EEZ in line with UNCLOS provisions based on the principle of non-discrimination between the different fleets fishing in the EEZ, and the principle of sustainable exploitation of the marine biological resources. Sustainable exploitation is based on the determination of the surplus by Greenland, taking into account the needs of the Greenland fishing industry, best available scientific advice and relevant information exchanged between the Parties concerning the total fishing effort and total catches on the relevant stocks by all fleets operating in the fishing area.
2. Greenland undertakes to offer preferential access to available surpluses to the Union's fleet.
3. Greenlandic authorities undertake not to give more favourable conditions, than those accorded under this Agreement to other foreign fleets operating in the Greenlandic EEZ which have the same characteristics and target the same species as those covered by this Agreement and its implementing Protocol.
4. In the interest of transparency, both Parties agree to make public any agreement and the overall TAC as well as inform each other of fishing opportunities and their uptake, granted to foreign fleets.
5. The Parties shall take due account of the conservation and management measures adopted by relevant Regional Fisheries Management Organisations (RFMOs), also duly taking into account regional scientific assessments produced by relevant scientific bodies. To this end, both Parties cooperate notably in view of the sustainability of joint migratory stocks in the North Atlantic.

6. The Parties undertake to implement the Agreement in accordance with the European Convention for the Protection of Human Rights and Fundamental Freedoms, and the United Nations Declaration on the Rights of Indigenous Peoples (UNDRIP).
7. In particular, the employment of seamen on board of Union vessels shall be governed by the International Labour Organisation (ILO) Declaration on Fundamental Principles and Rights at Work, which shall apply as of right to the corresponding contracts and general terms of employment, and relevant ILO Conventions and the laws of Greenland. This concerns in particular the freedom of association and the effective recognition of the right to collective bargaining, and the elimination of discrimination in respect of employment and occupation and living and working conditions on-board fishing vessels.
8. 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 planning of sectoral fisheries policy. The Parties hereby undertake to inform each other when further significant measures in this area are planned and adopted.
9. 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.
10. The Parties hereby undertake to ensure that this Agreement is implemented in accordance with the principles of transparency and good economic and social governance.

#### *Article 4* *Scientific cooperation*

1. During the period covered by this Agreement, Greenland and the Union shall monitor the evolution of resources in the Greenlandic EEZ; an ad hoc 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. The Parties hereby undertake to consult each other, either directly or within the Regional Fisheries Management Organizations (RFMOs) and Regional Fisheries Organizations (RFOs) concerned, to ensure the management and conservation of living resources and to cooperate in the relevant scientific research.

#### *Article 5* *Exclusivity Clause and Access to the fisheries in the Greenlandic EEZ*

1. Greenland hereby undertakes to authorise Union 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 Union licenses issued under the Protocol commensurate with the fishing opportunities granted in accordance with the Protocol.
2. The fishing opportunities granted to the Union 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 Union 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. Union vessels may engage in fishing activities in the EEZ covered by this Agreement only if they hold a fishing authorisation issued under this Agreement. All fishing activities not covered by this Agreement are prohibited. The authorities of Greenland shall issue fishing authorisations to Union vessels exclusively under this Agreement.

#### *Article 6* ***Applicable law***

1. The fishing activities governed by this Agreement shall be subject to the laws and regulations in force in Greenland. The authorities shall notify in advance and in due time of any amendments to that legislation.
2. Without prejudice to the responsibilities of Union vessels with regards to Union legislation, Greenland shall assume responsibility for the effective application of the fisheries monitoring, control and surveillance provisions in the Protocol. Union vessels shall cooperate with the competent authorities responsible for carrying out such monitoring, control and surveillance.
3. The Union hereby undertakes to ensure that all the appropriate steps are taken so that its vessels comply with this Agreement and the Greenlandic legislation governing fisheries in the Greenland EEZ.

#### *Article 7* ***Fishing authorisations***

1. Union vessels shall fish in the Greenlandic EEZ only if they are in possession of a valid fishing authorisation issued by Greenland under this Agreement.
2. The procedure for obtaining a fishing authorisation for a vessel, the fees 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 8* ***Financial contribution***

1. A financial contribution shall be made to Greenland in accordance with the terms and conditions laid down in the Protocol and Annex
2. This contribution shall be composed of three related elements, namely:
  - (a) a financial contribution from the Union for access by Union vessels to the Greenland fisheries;
  - (b) financial support from the Union for securing continued responsible fishing and the sustainable exploitation of fisheries resources in the Greenlandic EEZ and the development and implementation of Greenlandic sectoral fisheries policy;
  - (c) authorisation fees for access borne by the vessel ship-owners fishing on EU quotas.

3. The component of the financial contribution referred to in point (b) of paragraph 2 shall be independent of the payments regarding access costs and shall be managed by the Greenland authorities in the light of objectives identified by mutual consent 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.
4. The financial contribution granted by the Union shall be paid annually in accordance with the Protocol and subject to this Agreement. The financial contribution may be revised, by the Joint Committee, subject to this Agreement and the Protocol - as a result of:
  - (d) exceptional circumstances, other than natural phenomena, preventing fishing activities in the Greenlandic EEZ;
  - (e) a reduction in the fishing opportunities granted to Union vessels following mutual agreement between the Parties within the Joint Committee for the purposes of sustainable management of 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;
  - (f) where, as a result of this Agreement, the Union has preferential access to additional fishing opportunities beyond those set out in the Protocol to the present Agreement, following the mutual agreement between the Parties within the Joint Committee where the best available scientific advice indicates that the state of resources so permits;
  - (g) a reassessment of the terms of Union financial support for implementing the Greenland Fisheries Policy, where this is warranted by the reported results of the annual and multiannual programming observed by both Parties;
  - (h) suspension of the application of this Agreement under Article 16.

#### *Article 9* **Promoting cooperation**

1. The Parties shall encourage economic, commercial, scientific, control and enforcement, training 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 10* **Cooperation in the area of monitoring, control and surveillance and in the fight against illegal, unreported and unregulated (IUU) fishing**

1. The Parties undertake to cooperate in the fight against IUU fishing activities with a view to the implementation of responsible and sustainable fishing.
2. Based on consultation within the Joint Committee, the Parties may agree to cooperate and carry out risk-based joint inspection programmes on Union vessels, as to

strengthen the application of the fisheries monitoring, control and surveillance provisions in the Protocol and related corrective measures.

*Article 11*  
***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 the procedures set out in the Protocol and its Annex.

*Article 12*  
***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:
  - (i) monitoring and reporting on the performance, interpretation and application of the Agreement and, in particular, the definition of the annual and multiannual programming referred to in Article 8(3) and evaluation of its implementation;
  - (j) providing the necessary liaison for matters of mutual interest relating to fisheries;
  - (k) acting as a forum for reconciliation and the amicable settlement of any disputes regarding the interpretation or application of the Agreement;
  - (l) reviewing and negotiating, where necessary, the level of existing and new fishing opportunities for relevant stocks in the Greenlandic EEZ based on the best available scientific advice, the precautionary approach and the needs of the Greenlandic fishing industry and, consequently the fishing opportunities available to the Union and where appropriate of the financial contribution referred to in the Protocol;
  - (m) 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;
  - (n) determining, on a case-by-case basis, relevant species, conditions and other parameters relating to experimental fishery;
  - (o) agreeing on administrative measures concerning access of Union fishing vessels to the Greenlandic EEZ and resources including licenses, movement of Union fishing vessels and catch reporting;
  - (p) agreeing on the modalities for the implementation of the Union's financial support for securing continued responsible fishing and the sustainable exploitation of fisheries resources in the Greenlandic EEZ;
  - (q) assessing the terms of Union 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, and revising the contribution according to 8.4.;

- (r) 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 Union and in Greenland, and shall be chaired by the Party hosting the meeting. It shall hold an extraordinary meeting at the request of either of the Parties.
- 4. The Joint Committee shall adopt its own rules of procedure.
- 5. The Joint Committee shall exercise its functions in accordance with the objectives of this Agreement.
- 6. The Joint Committee shall call for an ad-hoc joint scientific committee if necessary, on the basis of the term of reference laid down by the Committee.
- 7. The conclusions of the meeting of the Joint Committee shall be recorded and co-signed by both Parties.
- 8. The Joint Committee may take decisions by written proceedings as required.

### *Article 13*

#### ***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 Union applies, under the conditions laid down in that Treaty and, on the other, to the territory of Greenland and to the Greenlandic EEZ.

### *Article 14*

#### ***Duration***

This Agreement shall apply for six years from the date of its provisional application; it shall be tacitly renewed for additional periods of six years, unless a written notice of termination is given at least six months before the date of expiry.

### *Article 15*

#### ***Provisional Application***

The Agreement shall apply provisionally as from the date of its signature by the Parties.

### *Article 16*

#### ***Suspension***

- 1. Application of this Agreement may be suspended at the initiative of either of the Parties under one or more of the following circumstances:
  - (s) (a) where situations, other than natural phenomena, arise which are beyond the reasonable control of the Parties and are such as to prevent fishing activities in Greenlandic EEZ; or
  - (t) (b) where, as result of significant changes in the policy guidelines which led to the conclusion of this Agreement are enacted, either one of the Parties requests a review of the provisions with a view to a possible amendment thereof; or
  - (u) (c) where an unresolved serious dispute has arisen within the fisheries sector between the Parties and /or relating to the interpretation or application of the agreement; or
  - (v) (d) where either one of the Parties ascertains a breach of fundamental rights as guaranteed by the European Convention for the Protection of Human Rights



and Fundamental Freedoms and the United Nations Declaration on the Rights of Indigenous Peoples (UNDRIP).

This subparagraph shall not apply if the breach occurs in any area of responsibility or field of competence in which the Government of Greenland, as a result of the status of Greenland as a self-governing part of the Kingdom of Denmark, does not hold formal responsibilities or does not have formal competences.

2. Suspension of the application of the Agreement shall be notified by either Party to the other Party in writing and, except in cases of special urgency, shall take effect three months after receipt of such notification, unless the Parties agree to another explicitly mentioned time frame. The receipt of this notification shall open consultations between the Parties in the Joint Committee with a view to finding an amicable solution to the dispute within three months.
3. Once such settlement is reached, the application of the Agreement shall resume and the amount of the financial contribution referred to in Article 8 shall, unless otherwise agreed, be reduced proportionately and *pro rata temporis* according to the period during which the application of the Agreement was suspended.

#### *Article 17* **Termination**

1. This Agreement may be terminated by either Party in the event of:
  - (w) where situations, other than natural phenomena, arise which are beyond the reasonable control of the Parties and are such as to prevent fishing in the EEZ;
  - (x) a depletion or degradation of the stocks concerned on the basis of best available scientific advice;
  - (y) a significant reduction in the level of exploitation of the fishing opportunities granted to Union vessels;
  - (z) a serious violation of the commitments made by the Parties with regard to combating IUU fishing;
  - (aa) any other circumstances which amounts to violation of the Agreement by one of Parties.
2. Termination of the Agreement shall be notified in writing by either Party to the other Party and shall take effect six months after receipt of notification, unless the Parties decide by mutual consent to extend this period. The Parties shall through the Joint Committee enter into consultations after such notification of termination with a view to finding an amicable settlement, with regards to the reason for ending the agreement.

In the event of termination, payment of the amount of the financial contribution referred to in Article 8 for the year in which the termination takes effect shall be reduced proportionately and *pro rata temporis*.

#### *Article 18* **Protocol and Annex**

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

*Article 19*

***Repeal***

The Fisheries Partnership Agreement of 30 June 2007 between the European Community on the one hand, and the Government of Denmark and the Home Rule Government of Greenland, on the other hand is hereby repealed.

*Article 20*

***Entry into force***

This Agreement shall enter into force when the Parties have notified each other of the completion of the necessary procedures for that purpose.

*Article 21*

***Authentic text***

This Agreement is drawn up in duplicate in the Bulgarian, Czech, Croatian, Danish, Dutch, English, Estonian, Finnish, French, German, Greek, Hungarian, Italian, Latvian, Lithuanian, Maltese, Polish, Portuguese, Romanian, Slovak, Slovene, Spanish and Swedish languages, each of these texts being equally authentic.



## PROTOCOL

### Implementing the Sustainable Fisheries Partnership Agreement between the European Union on the one hand, and the Government of Greenland and the Government of Denmark, on the other hand

#### Article 1

##### Objective

The objective of this Protocol is to implement the provisions of the Sustainable Fisheries Partnership Agreement between the European Union (the Union) and the Government of Greenland (Greenland) and the Government of Denmark (Denmark). This Protocol includes an Annex and Appendices.

#### Article 2

##### Indicative fishing opportunities and process to fix their annual level

1. The Greenlandic competent authorities authorise Union fishing vessels to engage in fishing activities for the species and respective management areas listed below according to the following annual indicative level (in tonnes):

Species and respective management areas in the Greenlandic EEZ outside 12 nautical miles from the baseline	Indicative Opportunities
Cod in ICES Subareas II, V, XII, XIV and in NAFO 1F	1.950
Pelagic redfish (REB) in ICES Subareas XII, XIV and in NAFO 1F, unless fished under the pelagic redfish flexibility scheme Appendix 5 to the Annex	0 <sup>1</sup>
Demersal redfish (RED) <sup>2</sup> in ICES Subareas II, V, XII, XIV	1.840
Greenland Halibut in NAFO Subarea 1 — South of 68° North	2.250
Greenland Halibut in ICES Subareas II, V, XII & XIV <sup>3</sup>	4.950
Northern Prawn in NAFO Subarea 1	2.600
Northern Prawn in ICES Subareas II, V, XII, XIV	4.850
Capelin in ICES Subareas II, V, XII, XIV <sup>4</sup>	13.000

<sup>1</sup> Any allocation of Redfish should be in line with management agreement and decisions reached at NEAFC level..

<sup>2</sup> RED is the FAO code for *Sebastes* spp, however for catch reporting the species should be encoded according to the species (REG, REB).

<sup>3</sup> To be fished by no more than 6 vessels at the same time.

<sup>4</sup> When catchable, subsequent to a minimum quota for Greenland of 25.000 tons according to the initial, intermediate and final TAC, the Union shall be offered fishing opportunities as available to a maximum of 7,7 % of the applicable capelin TAC during the fishing season and in line with the provisions of Article 2(2) and 2(3).

Mackerel in ICES Subareas II, V, XII, XIV <sup>5</sup>	0
Grenadier spp. in ICES Subareas II, V, XII, XIV <sup>6</sup>	100
Grenadier spp. in NAFO Subarea 1	100
By-catch	600

2. For each year of the duration of the Protocol and no later than 1 December of the previous year, the Joint Committee shall adopt the actual level of the fishing opportunities for the species listed above, based on the indicative level set out in paragraph 1 and taking into account available scientific advice, relevant management plans adopted by the Government of Greenland or Regional Fisheries Management Organisations, the precautionary approach and the needs of the Greenlandic fishing industry.

(a) If the actual fishing opportunities for some species are lower than those indicated in paragraph 1, the Joint Committee may compensate with other fishing opportunities in the same year. If no compensation is agreed, the Joint Committee shall adjust the financial contribution referred to in point (a) of Article 3(2) proportionately with the fishing opportunities relative to the indicative fishing opportunities in Article 2(1).

(b) If the actual fishing opportunities are higher than those indicated in paragraph 1, the Joint Committee shall adjust the financial contribution referred to in point (a) of Article 3(2) proportionately.

3. Beyond the annual process as described in paragraph 2, in accordance with Article 2(2), additional fishing opportunities for the species listed in paragraph 1 may be offered by Greenland and accepted in whole or in part by the Union. In such circumstances, the Joint Committee shall review the additional fishing opportunities and adjust the financial contribution referred to in point (a) of Article 3(2) proportionately. The Union competent authorities shall provide Greenland with a response no later than six weeks after receipt of the offer.

#### 4. Management of the by-catch

Union fishing vessels operating in the Greenlandic EEZ shall abide by the applicable rules on by-catch, both for regulated and non-regulated species and on a discard ban.

(a) By-catches are defined as catches of all marine living organisms where these are not mentioned as target species on the fishing authorisation of the vessel or do not meet the minimum size requirements.

—By-catch is limited to a rate of 5 % in the Northern prawn fisheries and 10 % in other fisheries.

<sup>5</sup> Any quota of Mackerel transferred by Greenland will be dependent on the participation of Greenland as a signatory, with the EU, to the Coastal States Sharing Arrangement on the management of Mackerel

<sup>6</sup> Roundnose Grenadier and Rough-head Grenadier shall not be targeted and catches shall only be taken as by-catch in association with other targeted species.

—No specific fishing authorisation is granted for by-catches.

- (b) All catches, including by-catches and discards must be recorded and reported by species according to applicable Greenlandic Legislation.
- (c) No specific fishing authorisation fee shall be paid for by-catches, considering that fees laid down in the Annex to the Protocol for target species have been fixed taking into account rules on authorised by-catches.
- (d) In addition and without prejudice to the by-catch rates and rules mentioned under points (a) to (c) above, Union vessels shall implement fishing strategies to ensure by-catches of redfish and cod in Greenland halibut directed fisheries, by-catches of redfish and Greenland halibut in cod directed fisheries and by-catches of cod and Greenland halibut in redfish directed fisheries do not exceed 5 % of the authorised catches for the targeted species by trip. A trip is the period between an entry into and an exit from the Greenlandic EEZ. In case a vessel is fully unloaded in a Greenlandic port, subsequent catches are treated as a new trip.

### ***Article 3***

#### **Financial contribution — Methods of payment**

1. For the period referred to in Article 13 of this Protocol, the financial contribution of the Union referred to in Article 8 of the Agreement shall be EUR 16 521 754 per year.
2. This financial contribution shall comprise:
  - (a) an annual amount for the access to the Greenlandic EEZ of EUR 13 590 754 subject to Article 2(2) and (3), and Article 7;
  - (b) a specific amount of EUR 2 931 000 per year for the support and implementation of Greenlandic sectoral fisheries policy.
3. The total amount of the financial contribution paid by the Union shall not be more than twice the amount indicated in point (a) of Article 3(2).
4. The Union shall pay the amount as set out in point (a) of paragraph 2 no later than 30 June in the first year and no later than 1 March in the following years. The Union shall pay the specific amount as set out in point (b) of paragraph 2 no later than 30 June in the first year and no later than 1 June in the following years.
5. The Greenlandic authorities shall have full discretion regarding the use of the financial contribution as specified in point (a) of paragraph 2.
6. The financial contribution shall be paid into a Public Treasury account opened with a financial institution specified by the Greenlandic authorities.

### ***Article 4***

#### **Sectoral support**

1. The financial contribution for sectoral support as set out in point (b) of Article 3(2) shall be separate from the payments for access costs. It shall be determined by and conditional on the achievements of Greenlandic sectoral fisheries policy objectives, identified by the Joint Committee, and in the light of the annual and multiannual programming to attain them.

2. As soon as this Protocol starts to apply 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 point (b) of Article 3(2) for the initiatives to be carried out each year;
- (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, based on the priorities of Greenland's 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 the Joint Committee.

4. The financial contribution for sectoral support shall be paid based on a detailed analysis of the outcomes of the sectoral support and of the needs identified during the programming. The Union may suspend, partially or totally, payment of this specific financial contribution:

- (a) if the results obtained are inconsistent with the programming, following an evaluation carried out by the Joint Committee;
- (b) in the event of failure to implement this financial contribution in line with the agreed programming.

Suspension of the payment shall require the Union to notify its intention in writing at least three months before the date on which suspension is due to take effect.

Payment of the financial contribution shall resume after consultation and agreement by the Parties, and/or if the results of the financial implementation referred to in paragraph 5 so warrant.

(c) in the case where the protocol is suspended according to Article 8 the amount of the financial contribution shall be reduced proportionately and *pro rata temporis* according to the period during which the application of the Protocol was suspended.

5. The Joint Committee is responsible for the follow up of the implementation of the multiannual sectoral support programme. If necessary, both Parties shall continue this follow up through the Joint Committee, after the expiry of the Protocol until the specific financial counterpart related to sectoral support foreseen in point (b) of Article 3(2) has been fully utilised.

## **Article 5**

### **Scientific cooperation**

Both Parties undertake to promote cooperation as regards responsible fishing, including at a regional level, in particular within NEAFC and NAFO and any other sub-regional or international body concerned. The Joint Committee may consider how to ensure the sustainable exploitation of the fishery resources, in compliance with relevant conservation and management measures.

## ***Article 6***

### **Experimental Fisheries**

Parties will cooperate including in the framework of Article 4 to implement sustainable experimental fisheries for species and stocks not included in Article 2(1) through the process outlined in Chapter VI of the Annex and without consequence for the Union's financial contribution as set out in point (a) of Article 3(2).

## ***Article 7***

### **New fishing opportunities**

1. New fishing opportunities are fishing opportunities for species and respective management areas to be included in Article 2(1), subject to a proportional increase in the part of the financial contribution referred to in point (a) of Article 3(2).

2. When an interest is expressed by either Party in including a new fishing opportunity in Article 2(1), it shall be considered by the Joint Committee based on Greenlandic Laws and Regulations, the best available scientific advice, the need of the Greenland fishing industry, and the precautionary approach. New fishing opportunities will thereafter be subject to the process in Article 2(2) and (3). The Joint Committee shall also fix the reference price for the new species and the authorisation fees to apply until this Protocol expires.

## ***Article 8***

### **Suspension of the Protocol and review of the financial contribution**

1. The application of this Protocol, including payment of the financial contribution, may be suspended, or reviewed as for the financial contribution, at the initiative of either of the Parties under one or more of the following circumstances:

- (a) where situations, other than natural phenomena, arise which are beyond the reasonable control of the Parties and are such as to prevent fishing activities in Greenlandic EEZ; or
- (b) where, as result of significant changes in the policy guidelines which led to the conclusion of this Protocol are enacted, either one of the Parties requests a review of the provisions with a view to a possible amendment thereof; or
- (c) where an unresolved serious dispute has arisen within the fisheries sector between the Parties and/or relating to the interpretation or application of the agreement; or
- (d) where either one of the Parties ascertains a breach of fundamental rights as guaranteed by the European Convention for the Protection of Human Rights and Fundamental Freedoms and the United Nations Declaration on the Rights of Indigenous Peoples (UNDRIP).  
This subparagraph shall not apply if the breach occurs in any area of responsibility or field of competence in which the Government of Greenland, as a result of the status of Greenland as a self-governing part of the Kingdom of Denmark, does not hold formal responsibilities or does not have formal competences.

2. The Union may suspend the payment of the financial contribution for sectoral support provided for in point (b) of Article 3(2) in accordance with Article 4(4) thereof.

3. Suspension of the application of this Protocol, including payment of the financial contribution, shall require the Party concerned to notify its intention in writing, except in cases of special urgency, at least three months before the date on which suspension is due to take effect.

4. Application of this Protocol, including payment of the financial contribution, shall resume once the situation has been remedied following actions to mitigate the above-mentioned circumstances and following consultation and agreement between the Parties. The amount of the financial contribution shall be reduced proportionately and *pro rata temporis* according to the period during which the application of the Protocol was suspended.

### ***Article 9***

#### **Termination**

Following termination under the conditions laid out in Article 17(1) and (2) of the Agreement, payment of the financial contribution referred to in Article 3(2) of this Protocol for the year in which the termination takes effect shall be reduced proportionately and *pro rata temporis*.

### ***Article 10***

#### **National Laws and Regulations**

1. The activities of Union fishing vessels when operating in Greenlandic EEZ shall be governed by the applicable Laws and Regulations in Greenland and the Kingdom of Denmark without prejudice to the responsibilities of EU fishing vessels with regards to EU legislation, unless otherwise provided for under the Agreement, Protocol, and the Annex hereto.

2. Greenland shall inform the Union of any changes or new legislation which is relevant to foreign vessels fishing in the Greenlandic EEZ in due time before the entry into force of such changes or new legislation. Greenland will endeavor, whenever possible, to give notice of changes in legislation at least 3 months prior to implementation.

### ***Article 11***

#### **Data Protection**

1. Greenland and the Union undertake to ensure that all personal data related to Union fishing vessels and their fishing activities obtained in the framework of the Agreement, the Protocol and the Annex thereto shall be treated at all times in accordance with the confidentiality and data protection principles, including those provided by this Article.

2. Personal data or data, which may be considered as otherwise confidential shall be used exclusively for the implementation of the Agreement and the Protocol. The Parties may use VMS data in emergency situations for search and rescue or for the purpose of maritime safety. Personal data will not be kept longer than necessary for the purpose of which it has been transferred.

3. Personal data relating to Union fishing vessels will not be made public. Personal data will be processed in an appropriate manner to ensure its security, including protection against unauthorised or unlawful processing.

### ***Article 12***

### **Provisional Application**

This Protocol shall be applied provisionally as from the date of its signature by the Parties.

#### ***Article 13***

##### **Duration**

This Protocol and the Annex thereto shall apply for a period of four years from the date of the start of its provisional application. However, if agreed by both Parties the Protocol shall be extended for an additional period of two years.

#### ***Article 14***

##### **Entry into force**

This Protocol and the Annex thereto shall enter into force on the date on which the Parties notify each other of the completion of the procedures necessary for that purpose.

## **ANNEX**

# **CONDITIONS GOVERNING FISHING ACTIVITIES BY EU VESSELS UNDER THE PROTOCOL IMPLEMENTING THE SUSTAINABLE FISHERIES PARTNERSHIP AGREEMENT BETWEEN THE EUROPEAN UNION, ON THE ONE HAND, AND THE GOVERNMENT OF GREENLAND AND THE GOVERNMENT OF DENMARK, ON THE OTHER**

## **CHAPTER I**

### **GENERAL PROVISIONS**

#### **1. Designation of competent authority**

For the purposes of this Annex and unless otherwise specified, competent authority means:

- for the Union: European Commission
- for Greenland: Ministry of Fisheries, Hunting and Agriculture

2. Fishing authorisation means a license issued in respect of an EU fishing vessel entitling it to carry out specific fishing activities during a specific period, in the Greenland Exclusive Economic Zone as identified in paragraph 3.

#### **3. Fishing zone**

3.1. The fishery shall take place within the EEZ as provided for in the Regulation No 1020 of 20 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.

3.2. The fishery shall take place at least 12 nautical miles off the baseline 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 Inatsisartut Act No 28 of 28. November 2016 unless specifically provided otherwise.

3.3. The baseline is defined in accordance with Royal Decree No 1004 of 15 October 2004 on Amendment of Royal Decree on Delimitation of the territorial Waters of Greenland.

## **CHAPTER II**

### **APPLICATION FOR AND ISSUE OF FISHING AUTHORISATIONS**

#### **1. Conditions for obtaining fishing authorisations**

1.1. A fishing authorisation referred to in Article 2 of the Agreement may only be granted to vessel(s) owners of Union fishing vessels that are on the EU register of fishing vessels. In order to fish under the pelagic redfish flexibility scheme, vessels must also be notified to NEAFC in accordance with its rules. Moreover, they shall not be on any Regional Fisheries Management Organisation (RFMO) IUU vessels list.

1.2. For a vessel to be eligible, neither the owner, the master nor the vessel itself shall be prohibited from fishing in the Greenlandic fishing zone. They shall have fulfilled prior obligations arising under the Agreement.



## **2. Application for fishing authorisations**

2.1. Applications and fishing authorisations shall be communicated in the following manner until such time as an Electronic Licence System is jointly implemented by both Parties.

2.2. The EU competent authority shall submit by electronic means to the Greenlandic competent authority the (collective) application for (a) fishing authorisation(s) of (a) vessel(s) seeking to fish under the Agreement. Application shall be made on the form provided in Appendix 1. EU vessels of the same ship owner or agent may submit a collective application for a fishing authorisation provided that these vessels fly the flag of one and the same Member State.

2.3. Each fishing authorisation application shall be accompanied by proof of payment of the fee for the species and quantities requested in line with the provisions of paragraph 7 of this Chapter.

2.4. Should the Greenlandic competent authority consider an application incomplete or otherwise not satisfying the conditions under paragraphs 1, 2.2 and 2.3 the EU competent authority shall be notified of the reasons as soon as possible, and in any case within 7 working days of receipt of the application by Greenland.

## **3. Issuing of fishing authorisations**

3.1. The Greenlandic competent authority shall transmit the fishing authorisation by electronic means to the EU competent authority within 10 working days of submission of the application. This electronically transmitted fishing authorisation shall have the same value as the original for the purposes of the Protocol and the Annex thereto.

3.2. Each fishing authorisation shall indicate the authorised quantity to be caught. A fishing authorisation issued under a collective application shall indicate the total quantity of the species for which the fishing authorisation fee has been paid

3.3. The fishing authorisation or a copy shall be held on board at all times and be presented on request of the competent Greenlandic authority.

3.4 A fishing authorisation shall be issued to one fishing vessel owner, and must indicate which fishing vessels are allowed to fish under that authorisation. Fishing authorisations shall not be transferable.

3.5. A vessel may only operate on the authorisation(s) of one fishing vessel owner on any fishing trip.

## **4. Amendment of fishing authorisations**

4.1. An amendment of any of the authorised quantities indicated in the fishing authorisation(s) shall be subject to a new application.

4.2. Without prejudice to paragraph 4.3, in case the amendment of the fishing authorisation concerns quantities caught in excess of an already authorised quantity, the vessel owner shall pay a fee equivalent to three times the amount provided for in paragraph 7.1, for the quantity in excess of the authorised quantity. No new fishing authorisation shall be issued to that vessel as long as the fees corresponding to the exceeded quantities are not paid.

4.3. In exceptional cases where the EU fishing opportunities for the relevant species have not been used up, and for the sole purpose of avoiding interruption of fishing activities of an EU vessel fishing in the Greenlandic EEZ on a fishing authorisation under the Protocol, if the authorised quantity is likely to be exceeded by that vessel the flag State shall immediately notify the Greenlandic competent authority, with a copy to the EU competent authority, of the intention to submit a formal application for a new fishing authorisation for additional quantities of the same species. The vessel shall be allowed to continue fishing provided that a proof of payment of the relevant fees is made available by the shipowner to the Greenlandic competent authority within 24 hours of the notification by the flag State and provided that the corresponding application for a new fishing authorisation is forwarded to the Greenlandic competent authority within 5 working days of the flag State notification in accordance with the procedure under paragraph 2. Failure to comply with these provisions shall submit the vessel to the procedure under paragraph 4.2.

4.4. In a limited number of cases, at the request of the EU competent authority, a vessel's fishing authorisation(s) may be replaced by a new fishing authorisation(s) for another EU vessel. The replacement shall take place on the basis of an application submitted through the EU competent authority. The new fishing authorisation(s) shall indicate the authorised quantity to be caught corresponding to the quantity of the species for which fishing authorisation fees have already been paid less any catch already taken by the first vessel.

4.5. A replaced fishing authorisation shall cease to be in effect on the day on which the new authorisation is issued by the Greenlandic competent authority.

## **5. Period of validity of fishing authorisations**

5.1. Fishing authorisations shall be valid from the date of issue to the end of the calendar year in which the fishing authorisation has been issued.

5.2. As far as the capelin fishery is concerned, fishing authorisations shall be issued according to the dates agreed by the Coastal States in their framework arrangements and in line with the provisions of Article 2(2) and 2(3).

5.3. In case EU legislation fixing the fishing opportunities for a given year for EU vessels, in waters where catch limitations are required, has not been adopted by the beginning of the fishing year EU fishing vessels authorised to fish on 31 December in the previous fishing year may receive authorisation 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 indicated in the fishing authorisation of the previous year, per month, will be allowed provided that the applicable fishing authorisation 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.

5.4. The unused quantity of a fishing authorisation for Northern Prawn may be transferred, on request of the EU competent authority, at 31 December of a given year, to the following year to a maximum of 5 % of the total quantity allocated to the fishing authorisation for the given year, if scientific advice allows for that transfer. This amount does not include any transfers from the previous year. The quantity transferred shall be used by 30 April of the following year. Unused transferred quantities will be transferred back to the previous year as unutilised fishing quantity after 30 April.

## **6. Suspension and reinstatement of fishing authorisations**

Species	EUR per tonne 2021/2022	EUR per tonne 2023/2024	EUR per tonne 2025/2026
Cod	160	200	241
Pelagic Redfish	93	131	169
Demersal Redfish	93	131	169
Greenland Halibut	216	309	402
Northern Prawn — West	159	240	322
Northern Prawn — East	100	181	263
Capelin	14	22	29

Greenland may suspend fishing authorisations provided for in the Annex where:

- a) a specific vessel is in serious violation of Greenlandic Laws and Regulations; or
- b) a court order issued in relation to a violation of a specific vessel has not been respected by the shipowner. Once the court order has been respected, the fishing authorisation for the vessel shall be reinstated for the remaining period of the fishing authorisation.

## **7. Fishing authorisation fee, payment and refund**

7.1. The fishing authorisation fees to be paid by EU vessels are as follows:

7.2. Before this Protocol starts to apply, the Greenlandic competent authority shall communicate to the EU the details of the Government bank account(s) to be used for all payments by shipowners for the duration of the Protocol. The Greenland competent authority shall notify to the EU competent authority any change at least two months in advance.

7.3. The payment of the fee shall include all national and local charges related to access to fishing activities as well as charges imposed by banks for transfers of money. In case a vessel has not paid the bank transfer charge this amount will be required to be paid with the next fishing authorisation application of this vessel and is a precondition for the issuing of a new fishing authorisation.

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

7.5. However, in case either Article 8 or Article 9 of the Protocol become applicable and consequently a vessel is unable to fish any part of the authorised catch for the calendar year, or in case an application for fishing authorisation is not granted, the Greenlandic competent authority will fully reimburse the authorisation fee to the vessel owner within 60 calendar days of the request for reimbursement.

7.6. A fishing authorisation fee shall not be paid for by-catches.

## **8. The reference prices for the species are as follows:**

Species	Live weight price in EUR per tone
Cod	2 023
Pelagic Redfish	1 890
Demersal Redfish	1 890
Greenland Halibut	4 640
Northern Prawn	4 080
Mackerel	PM
Capelin	364
Grenadier spp.	1 735
By-catch	2 260

### **CHAPTER III**

#### **TECHNICAL CONSERVATION MEASURES**

1. The Greenlandic competent authority shall make available to the EU competent authority before the Protocol will be provisionally applied, an English language version of the relevant Greenlandic legislation concerning technical conservation measures, monitoring, control and surveillance.

### **CHAPTER IV**

#### **MONITORING, CONTROL AND SURVEILLANCE**

##### **Section 1**

##### **Recording and reporting**

1. The activities of Union fishing vessels when operating in Greenlandic EEZ shall be governed by the applicable Laws and Regulations in Greenland and the Kingdom of Denmark without prejudice to the responsibilities of EU fishing vessels with regards to EU legislation, unless otherwise provided for under the Agreement, Protocol, and the Annex hereto.
2. Without prejudice to the reporting requirements of their flag State Fisheries Monitoring Centre (FMC), EU vessels authorised to fish under the Agreement shall communicate their recording and reporting obligations in relation to fishing activities under this Agreement to the competent authority of Greenland according to applicable Greenlandic law. Upon entry into force of the Electronic Reporting System (ERS) this will replace the electronic reporting provisions of Chapter IV, Section 1.
3. The relevant paper logbooks, according to target species and gear, shall be supplied upon request by the competent Greenlandic authority and sent to the vessels representative (agent) as indicated in the application form for fishing authorisation as provided in Appendix 1. An example of each type of logbook shall also be provided to the EU competent authority and the applicable flag State FMC's.

#### 4. Port State Control

Foreign fishing vessels with catch on board that have not been previously landed or transhipped at a port shall be subject to the following procedure before entering Greenlandic ports.

Greenland has designated the following ports where landings or transshipment operations and provisions of port services are permitted: Nuuk.

Notification for entry in Greenlandic ports

Masters of vessels or their representative intending to call into a Greenlandic port shall notify Greenland Fisheries License Control Authority (GFLK) of the port they wish to use at least 3 working days before the estimated time of arrival.

The prior notification referred to in paragraph 1 shall be made using the formats and specifications in NEAFC's scheme of Control and Enforcement Annex XV as follows:

- (a) Annex XV (a) Part A shall be completed where the vessel is carrying its own catch
- (b) Annex XV (b) Part A shall be completed where the vessel has engaged in transshipment operations, providing the information separately for catches from each donor vessel.
- (c) The prior notification may be cancelled by the sender by notifying GFLK no later than 24 hours before the notified estimated time of arrival in the port.
- (d) GFLK shall forward a copy of the form as referred to in paragraph 2 and 3 without delay to the flag State of the vessel, and to the flag State or States of donor vessels where the vessel has engaged in transshipment operations.
- (e) Upon validation from the flag state of the vessel(s) GFLK shall authorize or deny the vessel seeking port access.

If an inspection is carried out the port call shall be documented by completing a Port State Control inspection report (PSC 3) as set out in Annex XVI of NEAFC's scheme of Control and Enforcement.

5. Until such time as an Electronic Reporting System (ERS) is jointly implemented by both Parties, existing measures for the collection and transmission of catch data shall be used. The existing paper logbooks and notices shall be completed according to Greenlandic law.

#### **Electronic Reporting System**

1. The Parties undertake to implement and maintain the IT systems that are necessary to ensure the electronic exchange of all information relating to the implementation of the Agreement.
2. Detailed arrangements on the implementation of the various electronic exchanges shall be defined and approved by both Parties in the Joint Committee, in particular for reporting catches through the electronic recording and reporting system (ERS) and the procedures in the event of malfunction.
3. The Parties agree that UN/FLUX (United Nations / Fisheries Language for Universal eXchange) standard and the EU FLUX exchange network is intended to be implemented for exchanging vessel positions, electronic logbook and possibly, in the future, the management of fishing authorisations.
4. The ERS shall be implemented in a time frame defined by the Joint Committee based on technical provisions to be defined. The Parties shall propose to the Joint Committee the period

required for the transition and implementation of the ERS, taking into account possible technical constraints.

5. Both Parties shall define the trial period required before a transition can be made to effective use of the FLUX standard. Once these trials have been successfully completed, the Parties shall, as soon as possible, set the effective date for the transition to ERS.

6. Once the ERS is fully functional, a vessel not equipped with an ERS shall not be authorised to engage in fishing activities under this Protocol.

7. Greenland and the Union shall inform each other immediately of any malfunction of an IT system that prevents the communication between the FMC's.

8. Until such time as an Electronic Reporting System (ERS) is jointly implemented by both Parties, at the end of each fishing trip a copy of the fishing logbook shall be sent to the Greenlandic competent authority immediately after arrival in port by either mail or e-mail.

### **Landings and transshipment**

The master shall transmit landing data required by this Agreement through the electronic recording and reporting system (ERS) to the competent Greenlandic authority. This should include landings made in ports outside of Greenland of catches which have been taken under a Greenlandic fishing authorisation(s). During the transition period, and until the time the ERS is implemented, the master shall endeavor to transmit landing data through the appropriate means as agreed by the Parties.

## **Section 2**

### **Satellite-based vessel monitoring system (VMS)**

1. Any Union vessel authorised under this Protocol must be equipped with a fully operational satellite-based vessel monitoring system (VMS) installed on board and capable of continuous automatic transmission of their position to a land-based FMC of their flag State.

2. The VMS system of vessels subject to satellite monitoring under this Protocol shall automatically transmit vessel positions to the FMC of their flag State, which shall without delay transmit them to the Greenland FMC. If agreed by both Parties, the vessel positions shall be transmitted through the EU central node. In addition, a copy of every vessel position shall be transmitted by the FMC of the flag state to the European Commission.

3. The flag State and the authorities of Greenland shall each designate a VMS correspondent who shall act as the point of contact. Any changes to the contact details of the VMS correspondent must be notified immediately.

4. The FMC of the flag State and Greenland shall, prior to the date of application of the Protocol, communicate the coordinates (authority, address, telephone, email) of their respective VMS correspondent.

5. The VMS contact points, shall exchange all relevant information on the vessels' equipment, the transmission protocols and any other function necessary for satellite monitoring.

6. The arrangements for the implementation of the VMS and the procedures in the event of malfunction are set out in Appendix 3.



### **Section 3**

#### **Inspection at sea or in port**

1. Inspections in the Greenlandic EEZ or ports of EU vessels holding a fishing authorisation shall be carried out by vessels and inspectors of Greenland clearly identified in accordance with international convention and will be carried out in accordance with FAO measures and any relevant Port State measures of RFMOs.
2. The competent authority of each party may invite a representative from the other party to observe an inspection.
3. The competent authority of each party conducting international inspection in NEAFC and NAFO regulatory areas may invite inspectors from the other party to embark an inspection vessel conducting international inspection.

### **Section 4**

#### **Observer scheme**

1. Fishing operations in the Greenlandic EEZ are subject to the observer scheme provided for under Greenlandic law. Masters of EU fishing vessels holding a fishing authorisation to fish within the Greenlandic EEZ shall cooperate with the competent Greenlandic authorities for the purpose of embarking observers on board.
2. The salary and social contributions of the observer shall be borne by the competent Greenlandic authorities.
3. Whilst they are on board observers shall:
  - (a) take all appropriate measures so as not to interrupt or hinder fishing operations;
  - (b) respect on-board property and equipment; and
  - (c) respect the confidential nature of any document belonging to the vessel.
4. The observer shall embark in a port or at a specific location at sea agreed between the Greenlandic competent authority and the master. If the observer does not arrive to embark within 3 hours of the date and time set, the vessel owner shall be automatically discharged from his obligation to allow the observer to embark and the vessel shall be free to leave the port and start fishing operations.

#### **5. Observer report**

- 5.1. Before leaving the vessel, the observer shall submit a report of his observations to the master of the vessel. The master of the vessel shall have the right to make comments in the observer's report. The report shall be signed by the observer and the master. The master shall receive an electronic copy of the observer's report.
- 5.2. Upon receiving a request from the EU competent authority or the flag Member State a copy of the observer's report shall be transmitted by the Greenlandic competent authority within 8 working days.

### **Section 5**

## **Infringements**

### **1. Violations and infringements**

Where an EU vessel has not fulfilled the provisions of this Protocol, in particular catch reporting it is considered a serious violation in accordance with the Protocol's annex chapter II, 6(a). The Greenlandic competent authority is entitled to suspend an existing fishing authorisation until the catch reporting provisions are fulfilled. If the offence is repeated, the Greenlandic competent authority may refuse to renew the fishing authorisation of the vessel concerned. The EU competent authority and the flag State shall without delay be kept duly informed.

### **2. Handling of infringements**

2.1. Any infringement committed in the Greenlandic EEZ by an EU fishing vessel holding a fishing authorisation in accordance with the provisions of this Annex shall be mentioned in an inspection report.

2.2. The signature of the inspection report by the master shall be without prejudice to the master's and/or vessel owner's right of defense in respect of an infringement.

2.3. For any infringement committed in the Greenlandic EEZ by an EU vessel holding a fishing authorisation under the Agreement the notification of the infraction defined and the accessory sanctions imposed to the master or the fishing company shall be sent directly to the vessel owners following the procedures set in Greenlandic law in force.

2.4. A copy of the inspection report and the infringement notification shall be sent by the Greenlandic competent authority to the EU competent authority and the flag State by e-mail as soon as possible.

2.5. Where settling the infringement involves legal proceedings, before these are launched, and provided that the infringement does not involve a criminal act, an attempt shall be made to resolve the presumed infringement amicably within 4 days of the notification of the infringement. If such an amicable settlement is not possible, the legal proceedings shall take their course.

### **3. Detention of a vessel**

3.1. Greenland shall notify immediately the EU competent authority and the flag State of any detention of an EU fishing vessel holding a fishing authorisation under the Agreement. This notification shall provide the reasons for the detention and shall be accompanied by documentary evidence of the infringement.

3.2. Before taking any other measure against the detained EU vessel, its master, crew or cargo, except measures intended to protect evidence, Greenland shall designate an investigating officer and organise, at the request of the EU authority, within one working day of notification of the reasons for the vessel detention, an information meeting. A representative of the flag State and the vessel owner may attend the meeting.

### **4. Penalties for infringements**

4.1. The penalty for the infringement shall be set by Greenland according to the provisions of the national legislation in force.



4.2. In the event of an amicable settlement, any penalty to be paid shall be determined by referring to the national legislation of Greenland.

## **5. Legal proceeding — Bank security**

5.1. If amicable settlement is not possible and the infringement is brought before the competent court, the ship owner of the EU fishing vessel which committed the infringement shall deposit a bank security at a bank designated by the Greenlandic competent authority, the amount of which, as set by the Greenlandic competent authority, shall cover the costs linked to the detention of the EU fishing vessel, the estimated fine and any compensation. The bank security may not be recovered until the legal proceedings have been concluded. However, where legal proceedings are ongoing for more than 4 years, the Greenlandic competent authority shall update regularly the EU competent authority and the flag State concerned of the steps being taken to conclude the legal proceedings.

5.2. The bank security shall be released and returned to the ship owner without delay after the judgment has been given:

(a) in full, if no penalty has been imposed

(b) for the amount of the remaining balance, if the penalty is a fine which is lower than the amount of the bank security.

5.3. The legal proceedings shall open as soon as possible according to the national law.

5.4. Greenland shall inform the EU of the outcome of the legal proceedings within 14 days following the judgement.

## **6. Release of the vessel and the crew**

6.1. The EU fishing vessel shall be authorised to leave port and continue fishing once the bank security has been deposited or the penalty has been paid or the obligations arising under the amicable settlement have been fulfilled.

# **CHAPTER V**

## **TEMPORARY JOINT VENTURES**

### **Section 1**

#### **Method and criteria for assessing projects for temporary joint ventures and joint enterprises**

1. The activities of Union fishing vessels when operating in Greenlandic EEZ shall be governed by the applicable Laws and Regulations in Greenland and the Kingdom of Denmark without prejudice to the responsibilities of EU fishing vessels with regards to EU legislation, unless otherwise provided for under the Agreement, Protocol, and the Annex hereto.

2. Greenland will inform without delay the EU competent authority should any opportunities for temporary joint ventures or joint enterprises arise with Greenlandic companies. The EU competent authority will inform accordingly all EU Member States. In case of a joint undertaking, projects will be submitted and assessed in line with the provisions of this chapter.

3. In application of Article 12(f) of the Agreement the EU shall present to Greenland as soon as possible and in any case no later than 10 working days in advance of a Joint Committee meeting a technical dossier for project(s) for temporary joint ventures and joint enterprises involving EU operators. The projects shall be submitted to the EU competent authority via the authorities of the EU Member State(s) concerned.

4. The Joint Committee shall as a priority encourage the full utilisation by EU vessels of the indicative quotas for species listed under Article 2(1) of the Protocol. For species where the Joint Committee without scientific advice justification has agreed annual fishing opportunities lower than indicated under Article 2(1) of the Protocol projects for temporary joint ventures or joint enterprises for the same species and the same calendar year will not be considered.

5. The Joint Committee shall assess the projects in accordance with the following criteria:

(a) target specie(s) and fishing zone(s);

(b) state of the stock(s) based on best available scientific advice and the precautionary approach;

(c) vessel(s) details and technology appropriate to the proposed fishing operations;

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

(e) previous experience of the shipowner and its partner in the fisheries sector.

6. The Joint Committee shall issue an opinion on the projects following the assessment under paragraph 3.

7. For species listed under Article 2(1) of the Protocol, catches taken by EU vessels in the frame of temporary joint ventures or joint enterprises shall be without prejudice to existing sharing arrangements among EU Member States.

## **Section 2**

### **Conditions concerning access in the framework of temporary joint ventures**

#### **1. Fishing authorisations**

1.1. In the case of temporary joint ventures, once a project has received a favorable opinion from the Joint Committee, the concerned EU vessel(s) shall apply for a fishing authorisation in accordance with the provisions of Chapter II. Such application shall clearly indicate that it concerns a Temporary Joint Venture.

1.2. The fishing authorisation shall be issued for the duration of the temporary joint venture but in any case for a duration no longer than the calendar year.

1.3. The fishing authorisation shall clearly indicate that catches will take place on fishing opportunities allocated by the Greenlandic authorities within the respective Greenlandic TAC but outside the fishing opportunities under Article 2(1) of the Protocol.

#### **2. Replacement of vessels**

An EU vessel operating under a temporary joint venture may be replaced by another EU vessel with similar capacity and technical specifications only on duly justified grounds and with the agreement of the Parties.

### **Section 3**

#### **Arrangements for transfer of quota of Northern Prawn between authorization holders**

##### **1. Arrangements for transfer**

1.1. Ship owners from Greenland and the European Union may establish on a company-to-company basis arrangements for quota exchange of fishing opportunities for Northern Prawn in ICES Subareas II, V, XII and XIV with fishing opportunities for Northern Prawn in NAFO Subarea 1.

1.2. The Greenlandic authorities shall undertake to facilitate such arrangements on receipt of a request from the competent European Union authorities on behalf of Member States concerned.

1.3. The maximum annual amount to be transferred, subject to scientific advice, shall be 2 000 tonnes.

1.4. The fishery carried out by the Union vessels shall take place on the same conditions as those provided for in relation to a fishing authorisation issued to a Greenlandic ship owner subject to the provisions of Chapter II of the Annex.

### **CHAPTER VI**

#### **EXPERIMENTAL FISHERIES**

1. In application of Article 11 and Article 12(g) of the Agreement, where interest to engage in experimental fisheries has been notified to Greenland by the EU competent authority regarding species and stocks not listed under Article 2(1) of the Protocol:

1.1. The EU competent authority shall present to Greenland no later than 15 days in advance of the Joint Committee meeting technical dossier(s) specifying:

- (a) the specie(s) to be targeted;
- (b) a proposal for the technical parameters of the campaign (technology to be used for the operation, duration, fishing zones etc.); and
- (c) the expected benefits for scientific research and development of the fishing sector of the EU participation in the experimental campaign.
- (d) An assessment of the potential impacts of the vessels' intended fishing activities demonstrating that such activities are not likely to have significant adverse impacts on vulnerable marine ecosystems

1.2. Greenland shall inform the Joint Committee about:

- (a) the details and conditions of the relevant experimental fishing campaigns conducted by domestic and third country vessels;

- (b) outcomes of any previous experimental campaigns for the same species; and
- (c) existing scientific and other information

2. The Joint Committee shall assess the technical dossier(s) giving due consideration to the best available scientific advice and the precautionary approach.

3. Following a positive opinion by the Joint Committee on the EU participation, its level and the technical parameters of the experimental fishing campaign, EU vessels shall submit applications for fishing authorisations in line with the provisions of Chapter II. The fishing authorisation shall not exceed the end of the calendar year.

4. All provisions of Chapter IV shall be applicable to EU vessels engaging in experimental fisheries.

5. Without prejudice to paragraph 4, during the experimental campaign at sea, EU vessels concerned shall:

- (a) notify the Greenlandic competent authority of the commencement of the campaign and submit a declaration of any catches on board before the start of the experimental fishery;
- (b) provide the Greenland Institute of Natural Resources, the Greenlandic competent authority 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);
- (c) ensure the presence on board of one Greenlandic observer or an observer chosen by the Greenlandic competent authority. 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 by the Greenlandic authorities; and
- (d) notify Greenlandic competent authority of the end of the experimental campaign and submit the vessels to inspection before leaving the Greenlandic EEZ if the Greenlandic Competent Authority so request.

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

7. The Greenlandic competent authority will designate a contact person responsible for addressing any unforeseen problems that might hinder the development of the experimental fisheries.

8. Based on the recommendations of the relevant scientific advisory bodies, Greenland may request the implementation of conservation and management measures with regard to the experimental fishery, including time and area closures.

9. EU vessels concerned shall present to both Parties no later than 30 days after the conclusion of the experimental fishery, an evaluation report addressing as a minimum;

- a) if the fishery went according to the proposed technical parameters; and
- b) if the expected benefits for scientific research and developments of the fishing sector as specified in the technical dossier(s) were fulfilled, and why not if so;
- c) if the vessel did encounter unforeseen problems, including bycatches;

d) if the vessel did adhere to the provisions in paragraph 5 and if not, this must be appropriately justified.

10. When the Parties conclude that an experimental fishery has achieved positive results and if new fishing opportunities are set by the Joint Committee in line with the provisions of Article 2(2), Article 2(4) and Article 7, the Greenlandic authorities may offer fishing opportunities proportionate to the relative quota uptake by EU-vessels that have participated in the experimental fishery in the previous 5 years. The quantity allocated to the EU cannot exceed 50 % unless Greenland decides to offer more. This provision shall apply until the protocol expires.

## **Appendices to this Annex**

Appendix 1. Application form for a fishing authorisation

Appendix 2. Contact Details for the Greenland competent authorities

Appendix 3 Implementation Procedures of Satellite Monitoring (Vessel Monitoring System – VMS)

Appendix 4 VMS Data format

Appendix 5. Flexibility scheme in the pelagic redfish fishery between Greenlandic and NEAFC waters

## Appendix 1

### Application for fishing authorisation

Application form for a fishing authorisation in the Greenlandic EEZ and on Greenlandic quota outside the Greenlandic EEZ

		M/O/C (mandatory/ optional/Conditional)	
<b>License details</b>			
1	License type for application (species and area)	M	
2	Quantity applied for	M	
3	Time period for a fishing authorisation	M	
4	Address to where the fishing authorisation application should be mailed		European Commission, Directorate-General for Maritime Affairs and Fisheries, Rue de la Loi 200, B-1049 Brussels, Fax +32 2 2962338 E- mail Mare- licences@ec.europa.eu
<b>Vessel information</b>			
5	Flag State	M	
6	Name of Vessel	M	
7	External identification letters and number	M	
8	International Radio call Sign (IRCS)	M	
9	IMO number	C	If the vessels has been assigned an IMO number
10	Flag state Internal reference number	O	
11	Year of Building	M	
12	Port of registration	M	
13	Type of Vessel (FAO code)	M	
14	Primary type of fishing gear (FAO code)	M	
15	Previous name(s) (flag state, name, IRCS, and dates for change)	C	If previous information exists
16	Inmarsat Number/Iridium Number (Telephone, E-mail)	C	Telephone, E-mail optional
17	Owners, Address of natural or legal person, Telephone, Fax, E-mail	C	Fax optional
18	Vessel representative (agent), name and address	M	
19	Engine power (kilowatt)	M	
20	Length (L.O.A.)	M	

21	Tonnage in GT	M	
22	Freezing capacity in tons per day	M	
23	Capacity of Refrigerated or Chilled SeaWater tanks (RSW, CSW) in cubic meters	M	
24	Digital color photograph of the vessel of adequate resolution (Max 0,5 MB) to show a detailed lateral view of the vessel including the vessel's name and identification number visible on the hull.	M	



## Appendix 2

Contact details for the Greenlandic competent authorities

Transmission of reports and notices

Reports and notices to be given according to Chapter IV section 1 shall be in Greenlandic, Danish or English.

Notices shall be transmitted by coastal radio, fax or e-mail to the Greenland Fishing License Control Authority (GFLK) and to the Joint Arctic Command (AKO):

GFLK, telephone no. +299 34 50 00, fax no. +299 34 63 60,

E-mail: [GFLK@NANOQ.GL](mailto:GFLK@NANOQ.GL)

AKO, telephone no. +299 364000, fax no. +299 364099,

E-mail: [JRCC@JRCC.GL](mailto:JRCC@JRCC.GL)

Fishing logbooks must be sent to:

Greenland Fishing License Control Authority (GFLK)

P.O.Box 501, 3900 Nuuk, Greenland

Application for fishing authorisation and other permits must be communicated to:

Ministry of Fisheries Hunting and Agriculture

Fax no. +299 346355 or,

E-mail: [APNN@NANOQ.GL](mailto:APNN@NANOQ.GL)

## **Appendix 3**

### **Implementing Procedures of SATELLITE MONITORING (VESSEL MONITORING SYSTEM – VMS)**

#### **1. VESSEL POSITION MESSAGES — VMS**

1.1. EU vessels holding a fishing authorisation under the Agreement and operating in the Greenlandic fishing zone, or fishing on Greenlandic quota in NEAFC waters (as outlined in Appendix 5), must be equipped with a fully operational satellite-tracking device (Vessel Monitoring Systems — VMS) installed on board and capable of continuous automatic transmission of their position to a land-based Fisheries Monitoring Centre (FMC) of their flag State no less frequently than once an hour while being present in the fishing zone.

1.2. All position reports of a vessel which is fishing under the Agreement and is subject to satellite tracking under this Protocol shall, once it has entered the fishing zone, be transmitted immediately by the FMC of the flag State to the Greenland FMC. If agreed by both Parties, all position reports shall be transmitted through the EU central node. These messages shall be sent as follows:

- a) electronically using a secure exchange protocol;
- b) when entering and leaving the fishing zone
- c) in the format indicated in Appendix 4.

1.3. Each position message shall contain:

- a) the vessel identification;
- b) the most recent geographical position of the vessel with a margin of error of less than 500 metres, and with a confidence interval of 99 %;
- c) the date and time in UTC the position is recorded;
- d) the vessel's instant speed and course at the time the position is recorded.

1.4. The FMC of the flag State shall ensure the automatic processing and electronic transmission of position messages. Position messages shall be securely recorded and stored in a database for current and previous year. However, in the event of technical constraints this period may be shortened by mutual agreement.

1.5. The VMS 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 overridden. 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.

1.6. The Parties agree to exchange, for monitoring and inspection purposes, information relating to the equipment used where necessary and upon request.

## **2. TECHNICAL BREAKDOWN OR FAILURE AFFECTING A VESSEL'S MONITORING EQUIPMENT**

2.1. The Greenlandic and Union authorities must be immediately informed by the flag State of any technical breakdown or failure affecting the equipment used for the continuous monitoring by satellite installed on board a fishing vessel.

2.2. The defective equipment must be replaced or repaired by first port of call where service is available and at least within 30 working days of the failure being notified by the flag State to the Greenland FMC. After that period, the vessel in question must have returned to a port designated by the authorities of Greenland for regulatory follow-up and repair, or leave the zone, provided that the flag State has sent the inspection report on the defective equipment to the Greenland FMC and informed it of the reasons for the breakdown.

2.3. Until the equipment has been repaired or replaced, the master of the vessel shall send a global position report every 4 hours manually by electronic mail, radio or fax to the FMC of the flag State, stating the positions recorded by the master of the vessel under the conditions referred to in paragraph 1.2.

2.4. These manual messages shall be immediately recorded by the FMC of the flag State in the database referred to in paragraph 1.4 and transmitted without delay by the FMC of the flag State to the Greenland FMC, using the same protocol and format as described in Appendix 4.

2.5. After the period, cf. 2.2, the vessel shall no longer be authorised to undertake fishing activities in the Greenlandic fishing zone

## **3. SECURE COMMUNICATION OF THE POSITION MESSAGES BETWEEN FMCs**

3.1. The FMC of the Flag State shall automatically send the position messages of the vessels concerned to the FMC of Greenland.

3.2. The FMC's of both Parties shall exchange their coordinates e.g. e-mail addresses, fax, telex and telephones, and inform each other without any delay of any change to these coordinates.

3.3. Without prejudice to future improvements being implemented, the transmission of position messages between the FMCs concerned and the Flag States shall be carried out electronically by HTTPS protocol. The exchange of certificates shall take place between Greenlandic authorities and relevant Flag State FMC.

3.4. VMS data will be utilised in accordance with Article 11 of this Protocol.

## **4. MALFUNCTION OF THE COMMUNICATION SYSTEM**

4.1. The Greenlandic competent authority and the FMC's of the EU Flag States shall ensure the compatibility of their electronic equipment and inform the other immediately of any malfunction as regards the communication and receiving of position messages with a view to finding a technical solution as soon as possible.

4.2. Communication failures between FMC's shall not affect the operation of the vessels.

4.3. All non-transmitted messages during the downtime, shall be forwarded as soon as the communication is re-established between the FMC's concerned.

## **5. FMC MAINTENANCE**

5.1. Planned maintenance of an FMC (maintenance programme) which may affect the exchange of VMS data must be notified at least seventy-two (72) hours in advance to the other FMC, indicating, where possible, the date and duration of the maintenance work. Information about unplanned maintenance work shall be sent to the other FMC as soon as possible.

5.2. During the maintenance work, the provision of VMS data may be put on hold until the system is operational again. The relevant VMS data shall be sent immediately after the maintenance work has been completed.

5.3. If the maintenance work takes more than twenty-four (24) hours, VMS data shall be sent to the other FMC using a mutually agreed alternative means of electronic communication.

5.4. Greenland shall inform its competent authorities for monitoring, control and surveillance (MCS) so that EU vessels are not considered by the Greenlandic FMC as being in violation of their obligations for not transmitting VMS data, owing to the maintenance of an FMC.

## **6. REVISION OF THE FREQUENCY OF POSITION MESSAGES**

6.1. On the basis of documentary evidence pointing to an infringement, Greenland may ask the flag State's FMC, copying in the Union, to reduce the interval for sending position messages from a vessel to every 30 minutes for a set period of investigation. Greenland shall send this documentary evidence to the flag State's FMC and the Union. The flag State's FMC shall immediately send position messages to Greenland at the new frequency.

6.2. At the end of the set investigation period, Greenland shall inform the flag State's FMC and the Union of any follow-up that is required.

## Appendix 4

### Section 1 – VMS NAF Format

#### VMS data format

#### Format for 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 $\pm 99.999$ (WGS-84)

Longitude	LG	M	Position detail; position $\pm$ 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 $\pm 99.999$ (WGS-84)
Longitude	LG	M	Position detail; position $\pm 999.999$ (WGS-84)
Activity	AC	O <u>(2)</u>	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

### (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.

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(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.

## Appendix 5

Flexibility scheme in the pelagic redfish fishery between Greenlandic and NEAFC waters

1. To fish under the flexibility scheme in the pelagic redfish fishery between Greenlandic and NEAFC waters a vessel shall be in possession of a fishing authorisation issued by Greenland in line with the provisions of Chapter II of the Annex to the Protocol. The application and the fishing authorisation will clearly refer to activities outside the Greenlandic EEZ.
2. All measures concerning this fishery in the NEAFC regulatory area adopted by NEAFC shall be observed.
3. A vessel may only fish its Greenlandic redfish quota once it has exhausted its share of the EU NEAFC redfish quota allocated by its Flag State.
4. A vessel may fish its Greenlandic quota within the same NEAFC area, where its NEAFC quota has been caught, subject to paragraph 5 below.
5. A vessel may fish its Greenlandic quota within the redfish conservation area (RCA) under the conditions as set out in the NEAFC recommendation on the management of redfish in the Irminger sea and adjacent waters, but excluding any part which lies within the fishing zone of Iceland.
6. A vessel carrying out fishing activities in the NEAFC Regulatory Area shall transmit a VMS position report to NEAFC via its Flag State FMC in accordance with regulatory requirements. Whilst fishing on the Greenlandic quota within the NEAFC RCA the Flag State FMC shall specifically arrange for the results of hourly polling of the vessel's VMS position report to be transmitted to the Greenland FMC in near real time.
7. Master of the vessel shall ensure that when reporting to NEAFC and the Greenlandic authorities, redfish catches which have been caught in the NEAFC regulatory area under the Greenlandic flexibility scheme are clearly identified as caught on the Greenlandic fishing authorisation issued under the flexibility scheme.
  - (a) Before commencing to fish on its Greenlandic fishing authorisation, a vessel shall transmit a NOTICE OF ACTION report.
  - (b) While fishing on a Greenlandic fishing authorisation a DAILY CATCH report shall be transmitted daily by no later than 23:59 UTC.
  - (c) On stopping its fishing activities on the Greenlandic quota, a vessel shall transmit an END OF ACTION report.
  - (e) The NOTICE OF ACTION REPORT, the DAILY CATCH REPORT and the NOTICE END OF ACTION REPORT shall be reported according to Chapter IV Section 2 of the Annex.
8. To enhance the protection of the areas of larval extrusion, fishing activities shall not commence prior to the date set out in the NEAFC recommendation on the management of redfish in the Irminger sea and adjacent waters.
9. The Flag State shall report catches taken under the Greenlandic quota in Greenlandic waters and in the NEAFC regulatory area to the EU authorities. This shall include all catches

taken under the flexibility scheme clearly identifying the catch and corresponding fishing authorisation.

10. At the end of the fishing season each Flag State FMC shall transmit to the Greenlandic authorities catch statistics on the pelagic redfish fishery under this flexibility scheme.

## **ANNEX II**

### **Scope of the empowerment and procedure for establishing the Union position in the Joint Committee**

- (1) The Commission shall be authorised to negotiate with the Government of Greenland and the Government of Denmark and, where appropriate and subject to compliance with point 3, agree on amendments to the Protocol in respect of the following issues:
  - (a) adjustment of the fishing opportunities and, as a consequence, of the financial contribution referred to in Articles 4 of the Protocol;
  - (b) sectoral support arrangements in accordance with Article 5 of the Protocol;
  - (c) the technical conditions and arrangements under which Union vessels carry out their fishing activities.
- (2) Within the Joint Committee set up under the Fisheries Agreement, the Union shall:
  - (a) act in accordance with the objectives in regard to the Common Fisheries Policy;
  - (b) promote positions that are consistent with the relevant rules adopted by regional fisheries management organisations and take account of joint management by coastal States.
- (3) When a decision on amendments to the Protocol referred to in point 1 is to be adopted during a Joint Committee meeting, the necessary steps shall be taken so as to ensure that the position to be expressed on behalf of the Union takes account of the latest statistical, biological and other relevant information transmitted to the Commission.
- (4) To that effect and based on that information, a document setting out the particulars of the proposed Union position shall be transmitted by the Commission services, in sufficient time before the relevant Joint Committee meeting, to the Council or to its preparatory bodies for consideration and approval.
- (5) In respect of the issues referred to in point 1(a), the approval of the envisaged Union position by the Council shall require a qualified majority of votes. In the other cases, the Union position envisaged in the preparatory document shall be deemed to be agreed, unless a number of Member States equivalent to a blocking minority objects during a meeting of the Council's preparatory body or within 20 days from receipt of the preparatory document, whichever occurs earlier. In case of such objection, the matter shall be referred to the Council.
- (6) If, in the course of further meetings, including on the spot, it is impossible to reach an agreement in order for the Union position to take account of new elements, the matter shall be referred to the Council or its preparatory bodies.
- (7) The Commission is invited to take, in due time, any steps necessary as a follow up to the decision of the Joint Committee, including, where appropriate, a publication of the relevant decision in the Official Journal of the European Union and a submission of any proposal necessary for the implementation of that decision.