

Third protocol laying down the conditions relating to fishing provided for in the Agreement on fisheries between the European Economic Community, on the one hand, and the Government of Denmark and the local Government of Greenland, on the other

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THE EUROPEAN COMMUNITY, on the one hand, and THE GOVERNMENT OF DENMARK AND THE LOCAL GOVERNMENT OF GREENLAND, on the other,
HAVING REGARD to the Agreement on fisheries between the European Economic Community, on the one hand, and the Government of Denmark and the local Government of Greenland, on the other,
HAVE AGREED AS FOLLOWS:

Article 1

1. This Protocol shall apply to fishing activities from 1 January 1995 to 31 December 2000.

2. The quotas referred to in Article 2 of the Agreement shall be fixed at the following quantities for each year:

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3. The quota for shrimp in East Greenland may be fished in areas West of Greenland provided that arrangements for quota transfers between shipowners from Greenland and the Community have been established on a company-to-company basis. The Greenland local Government shall undertake to facilitate such arrangements. The transfers of quotas can only take place within a maximum of 1 000 tonnes annually in areas off West Greenland. The fishery carried out by the Community vessels shall take place on the same conditions as laid down in the licence issued to the Greenland shipowner.

4. During the period covering the present Protocol the Greenland local Government agrees to offer to the European Community, in addition to the quotas specified in Article 1 (2), additional catch possibilities for cod, without additional financial compensation, amounting to 20 % of the unused Community quotas in the previous period covered by this Protocol on the following terms and conditions:

- the additional catch possibilities for cod are calculated on the basis of the difference between the Community quota and the actual catch for years where the actual catch is less than 75 % of the yearly quota specified in Article 1 (2) of this Protocol,

- the additional catch possibilities shall be, for each year, as a maximum the equivalent of a third of the difference between the total allowable catch in Greenland waters and the combined quotas laid down in Article 1 (2) and Article 2 of this Protocol, the rest being available for disposal in accordance with the Agreement,

- the additional catch possibilities for cod, as calculated above, will correspondingly reduce the amount of cod Greenland is obliged to offer to the Community in accordance with Article 8 (2) of the Agreement.

5. In addition to the quantities fixed in paragraph 2, Greenland shall each year contribute the following quantities of the following species towards establishing the balance of the reciprocal fishing possibilities laid down between the Community and the Faroe Islands in accordance with their fisheries agreement:

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Article 2

The quantities referred to in the first paragraph of Article 7 of the Agreement are hereby set at the following levels each year:

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Article 3

For the purpose of Article 8a of the Agreement the following definitions shall apply:

'Temporary joint venture` means any association based on a contractual agreement of limited duration between Community shipowners and physical or legal persons in Greenland, with the aim of jointly fishing for and exploiting Greenland fishing quotas by vessels flying the flag of a Member State of the European Community and sharing the cost profits or losses of the economic activity jointly undertaken, with a view to the priority supply of the Community market.

'Joint enterprises` means any company regulated by Greenland law comprising one or more Community shipowners and one or more partners in Greenland, with the aim of fishing for and possibly exploiting Greenland fishing quotas in the waters under the sovereignty and/or jurisdiction of Greenland by vessels flying the flag of Greenland with a view to the priority supply of the Community market.

Article 4

The Parties shall select the projects for the temporary joint ventures and joint enterprises provided for in Article 3. The projects shall be selected in accordance with the methods and criteria set out in Annex I.

Article 5

In order to encourage the establishment of temporary joint ventures referred to in Article 3, the projects selected by the Parties shall be eligible for financial assistance in accordance with the conditions laid down in Annex II.

Article 6

In order to encourage the establishment of joint enterprises referred to in Article 3, the projects selected by the Parties shall be eligible for financial assistance in accordance with the conditions laid down in Annex III.

Article 7

A Joint Committee shall be set up to oversee the application of Articles 4, 5 and 6 of this Protocol. The duty of this Committee shall be, in particular, to:

- evaluate the projects presented by the Parties for the establishment of temporary joint ventures and joint enterprises provided for in Article 3, in accordance with the criteria set out in Annex IV,
- check that the projects are being properly administered and oversee the use of the financial support given to projects in accordance with Articles 5 and 6,
- review the activities of Community vessels belonging to temporary joint ventures and joint enterprises in Greenland waters before the end of their contract.

The Joint Committee shall meet once a year alternately in Greenland and Brussels and exceptionally at the request of either Party.

Article 8

The conditions governing the creation and access to resources of temporary joint ventures and joint enterprises are laid down in Annex IV.

Article 9

1. The financial compensation referred to in Article 6 of the Agreement shall, during the period of validity of this Protocol, be fixed at ECU 37 700 000 payable annually at the beginning of each fishing year.

2. The compensation shall be adjusted during the course of each fishing year in proportion, calculated on the basis of cod equivalents, to the supplementary quota allocated to the Community under Article 8 of the Agreement.
3. The procedure to be followed as regards the allocation of supplementary catch possibilities under Article 8 of the Agreement is set out in Annex V.

Article 10

For the purpose of financial assistance to the establishment of temporary joint ventures and joint enterprises referred to in Articles 5 and 6, the Commission of the European Communities shall contribute ECU 6 000 000 for the duration of this Protocol.

Article 11

Failure to implement the commitments laid down in this Protocol may, without prejudice to the provisions of Articles 7 and 10 of the Agreement, entail a corresponding reduction in the commitments referred to in Articles 1 and 9 of this Protocol.

Article 12

This Protocol shall enter into force on the date of its signature. It shall apply from 1 January 1995. The Parties shall notify each other on the completion of the procedures necessary for this purpose.

Article 13

This Protocol shall be drawn up in duplicate in the Danish, Dutch, English, French, German, Greek, Italian, Portuguese and Spanish languages, each text being equally authentic.

ANNEX I

Methods and criteria for project selection

1. The Parties shall exchange information on the projects presented for the formation of temporary joint ventures and joint enterprises according to Article 4 of this Protocol which are liable to receive financial aid from the Community.
2. The projects shall be presented to the Community via the competent authorities of the Member State or Member States concerned.
3. The Community shall submit to the Joint Committee the list of projects eligible for financial assistance as provided for in Articles 5 and 6 of this Protocol. The Joint Committee shall evaluate the projects in accordance basically with the following criteria:
 - (a) technology appropriate to the proposed fishing operations;
 - (b) target species and fishing zones;
 - (c) age of the vessel;
 - (d) in case of temporary joint ventures, its total duration and that of the fishing operations;
 - (e) previous experience of the Community shipowner and any Greenland partner in the fisheries sector.
4. The Joint Committee shall recommend to the Parties the projects selected in accordance with the criteria set out in point 3.
5. Once the projects have been approved by the Greenland authority and the Community, the Community shall forward to the Greenland authority the list of selected projects for the purpose of issuing the necessary authorizations and fishing licences.

ANNEX II

Scales of assistance to temporary joint ventures

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Member States of the European Community shall contribute 25 % of the abovementioned sums to projects involving vessels flying the flag of the Member State concerned.

ANNEX III

Scales of assistance to joint enterprises

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The premiums for setting up joint enterprises paid to beneficiaries may not exceed the following amounts:

- 15-year-old vessels: see table above,
- vessels less than 15 years old: scale from table above increased by 1,5 % per year less than 15,
- vessels more than 15 years old: scale from table above decreased by 1,5 % per year over 15.

Member States of the European Community shall contribute 25 % of the abovementioned sums to projects involving vessels reflagging from the Member State concerned to Greenland.

ANNEX IV

Conditions governing the creation and access to resources of temporary joint ventures and joint enterprises in Greenland

A. Selected projects

Once the project selection procedure laid down in Annex I to this Protocol has been completed, the Community shall provide the Greenland authority with a list of Community vessels selected for inclusion in a temporary joint venture or joint enterprises with a view to the exercise of fishing activities.

B. Licences

The Greenland authority shall promptly issue a fishing licence. The fishing licences shall be issued for a period of validity equal to the duration of the temporary joint ventures. Fishing shall take place on quotas allocated by the Greenland authority.

C. Replacement of vessels

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

D. Fitting-out

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

E. Catch declaration

1. All Community vessels shall forward to the Greenland authority a catch declaration in accordance with Greenland fishery regulations.

2. A copy of the catch declaration shall be forwarded to the Commission of the European Communities.

3. In the event of these provisions not being complied with, the Greenland authority may suspend

the fishing licence of the vessel involved until the said formalities have been complied with.

F. Duration of the joint ventures

Temporary joint ventures shall be valid for an initial period of no more than three years. Under no circumstances may this duration be extended beyond the expiry date of this Protocol. Six months before the end of the period of validity of the joint venture, the Joint Committee shall consider whether to extend its validity for the additional period requested.

G. Scientific observers

At the request of the Greenland authority, Community vessels fishing pursuant to this Protocol shall permit a scientific observer designated by the said authority to come on board to perform his tasks. The observer shall be provided with all the facilities necessary for the exercise of his functions.

The conditions of his stay on board shall be the same as those of the other officers of the vessel. Observers' remunerations and social security contributions shall be paid by the Greenland authorities. The costs of his stay on board shall be borne by the owner of the vessel.

ANNEX V

1. The authorities responsible for Greenland undertake to offer to the Community by 15 November each year such supplementary catch possibilities referred to in Article 8 of the Agreement as at the time are expected to be available the following fishing year.

The Community shall inform the authorities responsible for Greenland of its reaction to the offer no later than six weeks after receipt of the offer. If the Community either declines the offer or does not react within six weeks, the authorities responsible for Greenland will be free to offer the supplementary catch possibilities to other parties.

2. If at any time during the fishing year additional supplementary catch possibilities under Article 8 of the Agreement are identified, which exceed the catch possibilities contained in the offer referred to in paragraph 1, the authorities responsible for Greenland shall offer the Community such additional possibilities.

The Community shall inform the authorities responsible for Greenland of its reaction to the offer no later than six weeks after receipt of the offer. If the Community either declines the offer or does not react within six weeks, the authorities responsible for Greenland will be free to offer the supplementary catch possibilities to other parties.